

CONTRACTUAL DOCUMENTS, GENERAL CONDITIONS,
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

FOR

DEBRIS REMOVAL

CITY OF SARALAND, ALABAMA

SEPTEMBER 2020

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PUBLIC NOTICE

REQUEST FOR PROPOSALS

Sealed proposals will be received, opened, and read aloud in public session for **DEBRIS REMOVAL SERVICES** for the **CITY OF SARALAND, ALABAMA**, at **6:00 P.M. on Wednesday, September 30, 2020**, at the City Hall Municipal Complex located at 943 Saraland Boulevard South, Saraland, Alabama. Qualified contractors are invited to bid.

Proposal specifications may be obtained from Saraland City Hall, 943 Saraland Boulevard South, Saraland, Alabama, Monday through Friday from 8:00 a.m. until 5:00 p.m., or downloaded from the City's website at www.saraland.org.

Sealed proposals may be mailed or delivered directly to the Saraland prior to the public opening. All sealed proposals must be clearly and legibly marked "SEALED PROPOSAL," the proposer's name, the project name, and the opening date and time. Contact Judi Smith at (251) 375-5353 or jsmith@saraland.org with any questions.

Sealed proposals must be mailed to the following address:

City of Saraland
Attention: City Clerk
943 Saraland Boulevard South
Saraland, Alabama 36571

Or hand delivered to:

City of Saraland
Attention: City Clerk
943 Saraland Boulevard South
Saraland, Alabama 36571

Be advised that overnight delivery by express or courier to Saraland is not guaranteed. Faxed proposals will not be accepted.

The most responsive, responsible proposal will be accepted with key consideration based upon best value and benefit to the public. The City of Saraland reserves the right to reject any and all proposals, to waive any irregularity in the proposals received, and to accept or reject any items of the proposal for the benefit of the public. No conditional proposals will be accepted. No proposal may be withdrawn for a period of sixty (60) days after the scheduled closing date and time for the receipt of proposals.

THE CITY OF SARALAND, ALABAMA

INVITATION TO BID

INVITATION TO BID DATE: **September 22, 2021**

BID TITLE: **Debris Removal**

PLACE OF BID OPENING: **City of Saraland, City Hall, 943 Saraland Blvd. South**

BIDS MUST BE RECEIVED BEFORE: **September 30, 2020 at 6:00 P.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **September 30, 2020 at 6:00 P.M. (Central)**

Sealed bids will be received by the City of Saraland at the Office of the City Clerk located at Saraland City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; tax exemption certificates furnished upon request. The City of Saraland reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a bid bond, in which case specific information shall be provided the bid documents.

ALL BIDS MUST BE RETURNED AS FOLLOWS:

All bidders must use the bid form provided in the bid documents and show on the envelope "SEALED BID," the bid title, the bidder's name, and the opening date and time. Each bid must be in a separate envelope.

U.S. Postal Service
City of Saraland
Attention: City Clerk
943 Saraland Boulevard South
Saraland, Alabama 36571

Courier (UPS, FedEx, etc.)
City of Saraland
Attention: City Clerk
943 Saraland Boulevard South
Saraland, Alabama 36571

1. For the purchase or lease of personal property only, a resident person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such resident responsible bidder. A resident bidder is defined by the City Council of Saraland as any business located within Baldwin County.
2. Contact Shane Bergin, City Engineer at 251-471-2000/shane.bergin@neel-schaffer.com for questions concerning the technical specifications.
3. Contact Judi Smith, City Clerk at 251-375-5353/jsmith@saraland.org for questions concerning technical specifications or general bid procedures.

BID SPECIFICATIONS

A. Owner

The Owner for this contract is the City of Saraland, Alabama. The mailing address for the Owner is 943 Saraland Blvd. South, Saraland, Alabama 36571.

B. Local License Requirement

Attention is called to the fact that all companies performing work on this Contract must obtain a Business License from the City of Saraland. Please contact the City of Saraland City Clerk's Office at (251) 375-5353 for more information.

C. Project Description

The purpose of this contract is to provide debris removal services to the City of Saraland, Alabama, in the event of a hurricane or other disaster.

D. Scope of Work

1. Contractor is responsible to provide complete debris removal in this scope of work, including all labor, materials, tools, supervision, and equipment necessary to complete the Work.
2. The Contractor shall remove debris by loading and hauling from selected areas within the City limits. The City may or may not select any given area of the City for debris clearance, and reserves the right to assign other contractors to clear debris in any given area based upon slow and/or non-performance under this contract in that given area. Specific Task orders will be implemented by writing.
3. All debris (burnable and non-burnable) shall be taken to a licensed, permitted (with the ADEM), certified landfill and must be pre-approved by the City.
4. The total amount of debris to be removed under this contract is estimated to be between 20,000 and 500,000 cubic yards (CY) per hurricane event. Actual quantities will vary greatly depending on storm strength. Some debris will be removed by City and State personnel and contractors during the initial road clearing process.
5. The work shall consist of clearing and removing any and all "eligible" debris (see Section F, "Debris Classification," for definition of eligible debris) from primarily the public right-of-way (ROW) of streets and roads, as directed by the City Inspector/Representative (CIR). Additionally, the Contractor must have City development permits issued by the U.S. Fish and Wildlife Service or the City, to enter property which has been designated as "critical habitat." The Contractor shall request any ROEs or development permits at least five (5) working days in advance of when they will be needed.
6. Debris removal shall include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable; 2) loading the debris; 3) hauling the debris to an approved dumpsite or landfill; and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled or dumped under this contract. Burnable debris will be loaded separately from non-burnable debris. Mixed loading of burnable and non-burnable will be kept to a minimum
7. Debris removal shall include all eligible debris found on the ROW within the designated areas of the City. The CIR may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the CIR. The Contractor shall not move from one designated work area to another designated work area without prior approval from the CIR. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. Upon completion of debris removal, the Contractor shall, upon direction from the CIR, rake all areas of ROWs containing scattered debris and/or damaged by debris removal operations in order to remove debris and restore the ROW to a clean, reasonably undamaged appearance.
8. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

9. The Contractor must be duly licensed in accordance with the State’s statutory requirements to perform the work. The Contractor shall obtain all permits and City licenses necessary to complete the work. City fees for permits, where needed, shall be waived. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the CIR.
10. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of any Contractor or subcontractor actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.
11. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, and local requirements, including the Alabama Manual on Uniform Traffic Control Devices (MUTCD) Volume 1, Traffic Control in Work Areas. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with applicable State and Federal regulations.
12. Utilities and infrastructure, such as fire hydrants, sewer manholes, valve boxes, concrete curbs, etc., buried by material as a result of storm over wash or storm recovery operations shall be located by GPS or other means, then where feasible, dug out, exposed and flagged, staked, and/or roped off. If the Contractor damages a properly flagged, staked and/or roped off utility/infrastructure for any reason, he shall be responsible for paying the total cost for repair, or, alternately, having this cost deducted from payments owed him.
13. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and local governments or agencies, or of any public utilities.
14. The government or their designee shall have the right to inspect work sites, verify quantities, and review operations at any time.
15. All work shall be accomplished in a safe manner in accordance with applicable State and Federal regulations.
16. The specific items included as part of this scope of work are listed for emphasis only and are not intended to limit the scope of work in any way.
17. Contractor’s price includes:
 - a. All taxes associated with this scope of work;
 - b. All salaried and field personnel required to complete the work;
 - c. All permits required for this work;
 - d. Contractor acknowledges that multiple mobilizations may be required and has accounted for all costs in the lump sum price; and
 - e. All reasonably anticipated expenses.
18. Contractor is responsible for all material handling required to perform this scope of work.
19. Contractor will also comply with the provisions of the “Special Conditions” document included in this packet.

E. Debris Load Tickets

1. Electronic ticketing (Automated Debris Management System) will be utilized to track debris loads.
2. Each ticket will contain the following information:
 - Ticket Number
 - Date
 - Contractor Name
 - Truck Number
 - Certified Load Quantity
 - Dump Arrival Time

Debris Classification
Debris Quantity

3. Load Tickets will be issued by the CIR to a vehicle operator upon arrival at the dumpsite. The CIR will keep one copy of the ticket, and give two copies to the vehicle operator and one to the landfill operator.

F. Debris Classification

1. Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications; Burnable, Non-Burnable, and Recyclable. Debris that is classified as Household Hazardous Waste (HHW) is not to be transported by this contract.
2. Burnable Debris. Burnable debris includes all biodegradable matter except that included in the following definitions or other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; unrelated structural timber; untreated wood products; and brush.
3. Non-Burnable Debris. Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non-wood building materials; metal products (i.e. mobile trailer parts, household appliances other than refrigerators, and similar items; uncontaminated soil; roofing materials; and carpeting.
4. Household Hazardous Waste (HHW). Household hazardous wastes, such as petroleum products, paint products, etc., and known or suspected hazardous materials, such as asbestos, lead-based paint, or electrical transformers shall be removed by others. Coordination for hazardous debris removal is the responsibility of the City.
5. Refrigerators. Appliances which contain refrigerants and/or food wastes which must be removed prior to disposal.
6. Stumps. Tree stumps located within the ROW which have one-half or more of the root ball exposed will be removed. Tree stumps with base diameter measurements less than or equal to 24 inches (measured 24 inches up from where the tree originally exited the ground) will be considered to be burnable debris and removed with the same methods used for other burnable debris – refer to attached FEMA stump conversion table for rates (Page 22). Unit prices for all stumps as defined in this specification, will be “cradle to grave” pricing including removal, disposal, filling and leveling.

G. Dumpsites

1. The Contractor shall use only debris dumpsites designated in Item D-3, unless otherwise approved by the CIR. The Contractor shall haul non-burnable debris to the site(s) designated for non-burnable debris and burnable debris to site(s) designated for burning.
2. The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations. City inspectors or their representatives will be at all dumpsites as necessary when debris is being hauled to that site.
3. The City makes no representations regarding the turn-around time at the dumpsites.

H. Debris Clearance Completion

Maximum allowable time for debris clearance completion will be ninety (90) calendar days, unless the City extends this time for delays not caused by the Contractor. Extensions in completion time will be equitably negotiated by both parties pursuant to applicable State and Federal law. Liquidated damages shall be assessed at \$500.00 per calendar day for any time over the maximum allowable time for debris clearance.

I. Minimum Equipment Requirements

1. All trucks and other equipment must be in compliance with all applicable Federal, State, and local rules and regulations. All trucks shall possess a currently valid Alabama DOT certification for highway operation, and shall be equipped with tarps capable of preventing spillage during transit. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment and be equipped with a tailgate that

will effectively contain the debris during transport, permit the truck to be filled to capacity, and enable the truck to be measured and marked for its load capacity. Sideboards or other extensions to the bed are not allowed unless otherwise approved by the CIR. All hauling/transport vehicles will meet most current FEMA guidelines at the time of the event. The City reserves the right to reject any transport vehicle.

2. All loading equipment shall conform to OSHA standards, including backup alarms.
3. Prior to commencing debris removal operations, the Contractor shall present to the CIR all trucks or trailers that will be used for hauling, debris for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking. Contractors shall provide a placard which can be permanently marked upon for both sides of every truck for which presented for marking by the CIR.
4. Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract
5. Excavating/loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) and non-rubber tired equipment must be approved by the CIR.

J. Reporting

1. The CIR will prepare a daily report at the end of each day of the term of the contract. Each report shall contain, at a minimum, the following information:
 - Contractor's Name
 - Location of work
 - Day of report
 - Daily and cumulative totals of burnable and non-burnable debris removed, by category
2. The CIR will provide these reports to the Contractor on a daily basis.
3. Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

K. Storage of Materials

All equipment and materials may be stored only at the location(s) approved by the City. It is expressly noted that no payments will be made for materials stored off-site.

L. Disposal of Materials

Any waste and excess materials shall be disposed of by the Contractor in a safe manner conforming to all Federal and State Occupational and Environmental Laws and Regulations including, but not limited to, the Occupational Safety and Health Act (OSHA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA), the Toxic Substances Control Act (TSCA), and the Alabama Department of Environmental Management (ADEM) Regulations.

M. Measurement and Payment

1. Measurement and payment for burnable and non-burnable debris removed will be by the cubic yard (CY) as predetermined through truck bed measurement. Trucks with less than full capacities will be adjusted down by visual inspection by the CIR. Measurement will be documented by load tickets.
2. Measurement and payment for stumps extracted and removed with 24 to 36 inch, 37 to 48 inch, and 49 inch and larger diameter base cuts, (measured from where the tree originally exited the ground) shall be per stump. All unit pricing shall include removal, disposal, filling and leveling.

N. Payment Invoices

1. Payment for work completed may be invoiced on a monthly basis. Invoices shall be based on verified quantities from the daily operational reports and valid load tickets.
2. All dumping fees at authorized landfills will be invoiced by the landfill owner/operator directly to the City and paid directly by the City; **no unit price shall include tipping fees.**

O. Other Contracts

The City reserves right to issue other contracts or direct other contractors to work within designated areas included in this contract, normally, but not exclusively, for reasons of non-performance under this contract.

P. State and Federal Laws, Rules, and Regulations Apply

The laws of the State of Alabama apply to any purchase made under this contract. Contractor shall comply with all local, state, and federal directives, orders, and laws as applicable to this Invitation to Bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA) as applicable to the contract. Proposers certify by submission of a proposal that they have not and will not use Federal funds to pay any person or organization to influence or attempt to influence and officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC § 1352. The Contractor acknowledges that any agreement between the City and Contractor shall also comply with the laws, regulations and provisions of Exhibit A "State and Federal Requirements."

Q. Interpretation of Estimated Quantities

The estimated quantities listed in the Bid Form Section are based on a hypothetical disaster which could strike the City. These quantities do not reflect the actual quantities of debris that will be moved as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the City or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given will be used for the sole purpose of assisting the City in its evaluation of the proposals for potential award of a Contract.

**Stump Conversion Table
Diameter to Volume Capacity**

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

BID FORM

TO: City of Saraland
 943 Saraland Boulevard South
 Saraland, AL 36571

BIDDER: _____

OWNER: City of Saraland, Alabama

PROJECT: **DEBRIS REMOVAL**

The BIDDER in compliance with the INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS having received the Plans and Specifications for the PROJECT, and having received, read, and taken into account all ADDENDA as follows: (List number and dates of each Addendum)

and having inspected the site(s) and the conditions affecting and governing the accomplishment of the PROJECT, the undersigned agrees to furnish all materials and perform all labor, as specified to complete the following:

Part 1: Debris Clearance and Sand Reclamation Operations

TASK ORDER #	TASK ORDER #/DESCRIPTION/SIZE	EST. QUANTITY	UNIT PRICE	EXTENDED SUBTOTAL
1.	Load and haul eligible vegetative debris (no concrete)	50,000 CY	\$ /CY	\$
2.	Load and haul C&D debris	20,000 CY	\$ /CY	\$
3.				
4.				
5.				
6.				
7.			\$	\$
8.			\$	\$
9.			\$	\$

TASK ORDER #	TASK ORDER #/DESCRIPTION/SIZE	EST. QUANTITY	UNIT PRICE	EXTENDED SUBTOTAL
10.	Removal of Hazardous trees over 6 and up to 12 inches and placement to be loaded and hauled under other pay items	500 trees	\$ /CY	\$
11.	Removal of Hazardous trees over 12 and up to 24 inches and placement to be loaded and hauled under other pay items	250 trees	\$ /CY	\$
12.	Removal of Hazardous trees over 24 and up to 36 inches and placement to be loaded and hauled under other pay items	100 trees	\$ /CY	\$
13.	Removal of Hazardous trees over 36 inches and placement to be loaded and hauled under other pay items	50 trees	\$ /CY	\$
14.			\$ /CY	\$
15.			\$ /CY	\$
16.			\$ /CY	\$
17.			\$ /CY	\$
18.				
19.				
20.	Remove, transport and dispose 24-36" dia. Hazardous stumps, including backfill of hole	20 stumps	\$ /ea	\$
21.	Remove, transport and dispose 37-48" dia. Hazardous stumps, including backfill of hole	10 stumps	\$ /ea	\$
22.	Remove 49"+ dia. stumps per specification 4.6 for all Zones	5 stumps	\$ /ea	\$
23.	Remove burnable debris to an alternate site as designated within the City	5,000 CY	\$ /CY	\$
24.	Removal of Hazardous limbs and placement to be loaded and handled under other pay items	5,000 trees	/tree	
26.				
27.	Removal, hauling and recycling / disposal of White Goods	200 each	\$ /ea	\$
28.	Removal, hauling and recycling/disposal of Electronic Waste	1,000 lbs.	\$ /lb	\$
29.	Removal, hauling and recycling/disposal of Household Hazardous Waste	1,000 lbs.	\$ /lb	\$
30.	Removal, hauling and recycling/disposal of Lawnmowers and Equipment with Small Engines	100 each	\$ /ea	\$
31.	Removal, hauling and recycling/disposal of abandoned tires	100 each	\$ /ea	\$

TASK ORDER #	TASK ORDER #/DESCRIPTION/SIZE	EST. QUANTITY	UNIT PRICE	EXTENDED SUBTOTAL
32.	Debris removal from waterways to upland staging area	5,000 CY	\$ /CY	\$
33.				
34.				

BID TOTAL (sum of extended subtotals) \$ _____

Part 2: Debris Management Site (DMS) Management and Reduction

TASK ORDER #	DESCRIPTION/SIZE	UNIT PRICE
1.	DMS Management and Operations, including site closure and remediation meeting permit requirements.	\$ /CY
2.	Reduction Through Grinding – Work consists of the management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through grinding.	\$ /CY
3.	Reduction Through Air Curtain Incineration – Work consists of management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through air curtain incineration.	\$ /CY
4.	Reduction Through Controlled Open Burning – Work consists of management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through controlled open burning.	\$ /CY
5.		
6.		
7.	Haul-Out of Reduced Debris to a Designated Final Disposal Site - Work consists of loading and transport of reduced debris from DMS to a final disposal facility.	\$ /CY

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Mobile Command Unit- The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.

- F. Debris Planning Efforts- The Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation- The Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of the Contract, to include all requirements for documentation requested by FEMA or the state emergency management agency for reimbursement of costs.

Note: The quantities in Part 1 reflect estimates for recovery from a typical hurricane; the City makes no representation as to their accuracy and the contractor shall not be entitled to price adjustments based upon variances in these quantities.

Note: No separate payment will be made for mobilization and demobilization; all such costs shall be incorporated in unit prices.

Required Attachments:

Provide a minimum of three references from past projects to include name of agency, agency contact name and number, brief project description, and any letters of recommendation.

The undersigned bidder acknowledges having inspected the site(s) and the conditions affecting and governing the accomplishment of the project, and proposes to furnish all materials and perform all labor, as specified, to complete the project.

Company Name

Street Address

City, State, Zip

Federal Employer ID No. (if no FEIN, enter SSN)

Alabama Contractors License No.

Company Representative

Title

Phone

Email

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Saraland. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS DAY OF

_____,
20____.

Company Name

Mail Address

City, State, Zip

Phone Including Area Code

Authorized Signature (INK)

Typed Authorized Name

Title

Fax Number

Notary Public

Commission Expires

SPECIAL CONDITIONS

1. Debris Disposal:

- A. The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable federal, state and local laws, standards and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.
- B. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract.
- C. Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA and/or FHWA-ER, the state department of transportation, emergency management agency or any other federal, state or local agencies or authorities.
- D. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.
- F. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

2. Contractor's Equipment:

- A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured and certified by the Monitor. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- B. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.

- C. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (DMS) sites to the permanent disposal sites. The listing shall include the following information;
 - a. Truck and/or trailer license number.
 - b. Year, make and color of each truck and/or trailer.
 - c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor
- D. Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.
- E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under the Contract.

3. Property Damage:

- A. The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.
- B. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- C. No tracked equipment shall be allowed on public streets without the written permission of the Owner.

4. Monitoring: The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

5. Inspection Towers: As directed by the Owner, the Contractor shall provide an inspection tower at each disposal site or (DMS). The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site, as described below or approved equivalent. The tower shall be of sound construction. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by a 4-foot high walls. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. The tower must be provided with a temporary enclosure, if the site will be operated in cold or inclement weather. Steps shall provide access with a handrail. The inspection tower shall be protected from impact by trucks or other vehicles. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the Owner/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances. If the inspection tower does not allow for full view of the entire waste hauling vehicle, load ratings will be based on the portion of the vehicle visible from the tower.

6. Hours of Work: Contractor recognizes that the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise authorized by the Owner's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk, unless approved in writing in advance by the Owner. Contractor shall devote such time, attention and resources to the

performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a "pre-load" ticket may be written for a full load only.

7. Time is of the Essence – Liquidated Damages: Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of the Contract. Contractor agrees to work diligently to complete the Contract at the earliest possible date. Contractor shall be required to remove at least 2,000 cubic yards of debris per working day OR 2% of the Owner estimated total debris quantity for the project, whichever is less, during the performance of the Contract. Working days shall be mutually determined to be six or seven days per week, other than days determined to be bad weather days. For each day that this production requirement is not met, Contractor shall pay to the Owner an amount equal to one percent of the CONTRACTED value per day in liquidated damages due to project delays, plus an amount equal to one percent of the CONTRACTED value per day in special damages for extra costs to the Owner for monitoring and managing the extended project. These damages will not apply in any calendar week in which the average quantity of debris removed per day during the week exceeds the lesser of 2,000 cubic yards OR 2% of the estimated debris quantity. However, in no event shall the time period for Completion of the Contract exceed 90 days from Notice to Proceed for complete performance in every respect under the Contract, unless Owner initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.

Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and execute the Owner's Contract for Services pursuant to this RFP no later than forty-eight (48) hours following notification by Owner that proposal has been accepted. Contractor shall commence performance of services within forty-eight (48) hours of any Notice to Proceed.

8. Subcontractors: All information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors. The Owner reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by the Contract as determined by the Owner and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion. Contractor shall promptly replace such subcontractor, subject to the Owner's approval of the new subcontractor.

9. Access and Audits: Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following FEMA's final closeout of this project. The Contractor shall be responsible for verifying FEMA final closeout dates, for purposes of this requirement. The Owner and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of the Contract. This information shall be made accessible at Contractor's local place of business in the Owner's jurisdiction, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the jurisdiction, it shall be Contractor's responsibility to insure that all required records are provided to the Owner at Contractor's expense.

10. Progress Reports: Contractor shall provide daily progress reports to the Monitor within 24 hours. Such reports shall contain, at a minimum; total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor.

11. Hazardous Tree and Limb Removal: Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the portion on or above public property shall be removed under this Contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a paper or electronic load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

12. Stump Removal:

The Contractor shall remove, haul, and dispose all hazardous stumps, as identified by the Owner or Monitor, on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

13. Roadway Clearance: As requested by the Owner, Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

14. Debris Work Sites: The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

15. Payments: To receive payment under the Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the completed tickets completed by the Monitor at the DMS or disposal sites. Further provisions regarding application for payment and terms of payment are contained in Section 25.0 of the Instructions to Bidders & General Conditions.

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS

1.0 INTRODUCTION

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by the City of Saraland. Applicability of general conditions as stated below shall be determined by the City of Saraland. All bids must be submitted on and in accordance with the instructions provided by the City of Saraland.

2.0 BID DOCUMENTS

A complete set of Bid Documents is included herein. The date, time, and place of a bid opening will be given in the Invitation to bidders. Copies of the complete set of Bid Documents may be inspected and/or obtained at the following location:

Saraland City Hall
943 Saraland Boulevard South
Saraland, AL 36571

Or downloaded from the City's website:
www.saraland.org, see "Bids"

3.0 EXAMINATION OF DOCUMENTS AND PROJECT SITE

- 3.1 Carefully examine the Bid Documents, Specifications, Drawings, and the Work Site.
- 3.2 Bids shall include all costs required to execute the work under the existing conditions.
- 3.3 Extra payments will not be made for conditions which can be determined by examining the documents and the site.

4.0 INTERPRETATIONS AND ADDENDA

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the City Clerk (Judi Smith at 251-375-5353 or jsmith@saraland.org).
- 4.2 The City Clerk will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: www.saraland.org.
- 4.4 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 4.5 The City is not responsible for any oral instructions.

5.0 PREPARATION OF BID

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." The City will check the total sum printed by the Bidder, and, in case of error or discrepancy, the unit price shall prevail and the total shall be corrected.
- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.
- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:

- The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
- The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

6.0 DELIVERY AND SUBMISSION OF BID

- 6.1 Each bid shall be placed, together with the Bid Bond, if applicable, in a sealed envelope. Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the title of the bid, and the opening date and time.
- 6.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 6.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

7.0 MODIFICATIONS AND WITHDRAWALS OF BIDS

- 7.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 7.2 Bids may not be modified after submittal.
- 7.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 7.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

8.0 RIGHT TO REJECT BID

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by the City, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The City reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

9.0 BASIS OF AWARD

The contract will be awarded based on a weighted scale of 100 points for the following criteria:

- 9.1 Past performance/experience as prime contractor with post-disaster debris removal of a minimum of 500,000 cubic yards of debris (40 points)
- 9.2 Financial capability of the contractor (20 points)
- 9.3 Pricing (20 points)
- 9.4 Company and sub-contractor resources – i.e. equipment, personnel, etc. (20 points)

10.0 QUALIFICATION OF CONTRACTORS

Each Bidder shall be prepared, if requested by the City, to present evidence of its experience, qualifications, and financial ability to carry out the terms of the Contract. The City reserves the right to disqualify any bidder who, in the sole judgement of the City, fails to adequately demonstrate qualifications and experience sufficient to enable that bidder to successfully complete the scope of work under this Contract.

11.0 EXECUTION OF CONTRACT

Within seven (7) days of Notice of Award, the Contractor shall deliver to the City proof of insurance and sureties as required by Contract Documents. All proof of insurance and sureties shall be approved by the City before the Contractor may proceed with Work.

12.0 LAWS AND REGULATIONS

The Contractor's attention is directed to the fact that all applicable State laws, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

13.0 ALABAMA LICENSE CONTRACTOR

All Contractors submitting bids must be licensed general contractors in the State of Alabama.

14.0 BUSINESS LICENSE

The successful bidder will be required to obtain a City of Saraland Business License in order to operate within the Corporate Limits.

15.0 BID BOND

No bid bond is required for this bid.

16.0 PERFORMANCE BOND

Upon receipt of a Notice to Proceed, the Contractor shall obtain a performance bond equal to 100% of the contract amount and shall provide such bond within seven (7) days of Notice to Proceed. The Contractor shall provide a letter from Surety certifying that a Performance Bond will be provided in the event a Notice to Proceed is issued within seven (7) days of Notice of Award.

17.0 LABOR & MATERIALS BOND

Upon receipt of a Notice to Proceed, the Contractor shall obtain a Labor & Materials Payment Bond equal to but not less than 50% of the contract amount and shall provide such bond within seven (7) days of Notice of Proceed. The bond shall include payment of reasonable attorney's fees incurred by successful claimants in civil actions. The Contractor shall provide a letter from Surety certifying that a Labor & Materials Bond will be provided in the event a Notice to Proceed is issued within seven (7) days of Notice of Award.

18.0 INDEMNIFICATION

The successful bidder shall indemnify, defend, and hold harmless City of Saraland and all City Officers, agents, and employees against all claims, demands, damages, and expense (including reasonable attorneys' fees for the defense thereof) for loss of life or injury or damage to person(s) or property arising from a negligent act or omission, operation, or work of the vendor, its agents, or employees while engaged upon or in connection with the services performed by the successful bidder.

19.0 INSURANCE REQUIREMENTS

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Coverage of all insurance shall be from acceptably strong companies with a minimum rating of A+/AA in Best's Insurance Guide, or lacking that, must be approved by the Owner. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as City's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.

Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

Worker's Compensation & Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering **all** workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Each Employee.

Commercial Umbrella/Excess Liability

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$1,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

Additional Insured Endorsements

The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage than:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors, OR
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement

The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Saraland."

Waiver of Subrogation

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

Right to Revise or Reject

The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy

The coverages, limits, or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate of Insurance

Contractor agrees to provide City a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording

coverage required herein, Contractor agrees to notify the City immediately with specifics as to which coverage is no longer in compliance. The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial Umbrella/Excess Liability and Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.
2. Clearly indicated Certificate Holder(s) as follows:

Original to: City of Saraland
Attn: City Clerk
943 Saraland Boulevard South
Saraland, AL 36571
Fax (251) 375-5353

20.0 CONTRACT TERM AND RENEWAL

The contract term shall be for a period of one (1) year from the date of contract award, with the proviso that in the event a Notice to Proceed is issued, the contract shall automatically extend to a term of eighteen (18) months from the date of the Notice to Proceed, or longer, upon mutual agreement of the City and the Contractor. Furthermore, the City and the Contractor have the option to mutually agree to extend this contract for one or two successive annual terms from the date of expiration of the previous annual or extended "18 months from Notice to Proceed" term, for a total of three (3) annual and/or extended terms.

21.0 MODIFICATION TO RATES

- 21.1 The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- 21.2 Annual price adjustments may be requested by the Contractor or City and will be equal to the 12 month percentage change as of the contract anniversary date based on the U.S. Department of Labor, Bureau of Labor Statistics (BLS) Producer Price Index (PPI) "Solid Waste Collection," Industry Index "WPU5011." The effective date of any annual price adjustment will be January 1st and shall not exceed 5%. No request for price escalation will be considered for the first year of the contract period.
- 21.3 The City reserves the right to accept or refuse requests for price increases when justified in the City's sole discretion based on its findings.

22.0 COMPLETION TIMES FOR DEBRIS CLEARANCE AND RECLAMATION

The Contractor shall mobilize equipment and schedule work performance in order to complete all debris removal resulting from the disaster within three (3) months of receipt of Notice to Proceed.

23.0 DEFAULT OF CONTRACTOR

In cases of default of the contractor, the City may procure the Work from other sources and hold the contractor responsible for any excess cost occasioned thereby.

24.0 TERMINATION OF CONTRACT

This contract may be terminated by the Contractor upon thirty (30) days prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of the contract through no fault of the Contractor. This contract may also be terminated by the City with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this contract, the Contractor shall be paid for work completed to City satisfaction through the date of termination.

25.0 PAYMENT

Once a month, the Contractor shall submit Applications for Payment for completed work in place. All Applications for Payment (invoices) shall reflect work for each task order. In the event that work is being done under this Contract concurrently for more than one declared disaster, a separate Application for Payment must be submitted for each individual declared disaster. Payment shall be made to the Contractor within thirty (30) days of receipt and approval of Application for Payment. The final monthly payment prior to the expiration of the Contract shall not be made until: 1) Submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the work under this contract have been paid in full including a Waiver and Release of Lien on the form included in the Contract Documents; 2) FOR CONTRACTS OF \$50,000 OR MORE, legal notice of advertisement of completion has been advertised four (4) consecutive weeks in some newspaper of general circulation in Mobile County, Alabama (approved by the Owner); 3) Final inspection of the work by the Owner. Final payment will be made to Contractor within thirty (30) days after satisfactory completion of (1), (2) and (3) above.

REQUIREMENTS FOR CONTRACTS AND PURCHASES

Effective January 1, 2012 under the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act,” Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Saraland after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Judi Smith, City Clerk, at (251) 375-5353 or via e-mail at jsmith@saraland.org.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Saraland, Alabama, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____

NOTICE OF AWARD (SAMPLE)

DATED:

TO:

PROJECT: **DEBRIS REMOVAL**

You have been awarded a contract for **DEBRIS REMOVAL**.

Within seven (7) days of the date of this Notice of Award, you must deliver to the City the enclosed contract documents, fully executed, signed and witnessed, and a Certificate of Insurance as follows:

- 2 originals Contract
- 1 original Letter from Bonding Company certifying that Performance and Labor and Material Bonds will be provided in the event a Notice to Proceed is issued
- 1 original Certificate of Insurance certifying compliance with all insurance requirements as specified in the General Conditions

Within seven (7) days after receipt of the above documents, the City will return to you one (1) fully signed original of the Contract.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle the City to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Bond forfeited.

CITY OF SARALAND

By: _____
Judi Smith, City Clerk

PERFORMANCE BOND (SAMPLE)

KNOW ALL MEN:

That we _____, hereinafter called the Principal,
(Insert here the name and address or legal title of the Contractor)

_____, hereinafter called the Surety,
(Insert here the name and address or legal title of the Surety)

are held and firmly bound unto the Owner in the sum of _____
(\$ _____) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____ entered into a Contract with the Owner for _____ which agreement is by reference made a part hereof.

NOW THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that said Surety, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

SIGNED, SEALED, AND DELIVERED this _____ day of _____, 2020.

Attest:

(Corporate Principal Sign Here)

By: _____

Attest:

(Surety Sign Here)

By: _____

COUNTERSIGNED:

By: _____

LABOR AND MATERIALS BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____,
as Principal, and _____,
as Surety, are held and firmly bound unto said Owner, hereinafter called the Obligee, in the penal sum of _____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs,
personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with said Obligee dated _____,
hereinafter called the Contract, for _____ and the specifications for said work
shall be deemed a part hereof as fully as if set out herein.

NOW THEREFORE, the conditions of the obligation are such that if the Principal and all subcontractors to whom any
portion of the work in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly
make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the
work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of
reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising
out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them, but not later than one (1) year after the final settlement of said Contract falls due, in which action such claim or claims shall be adjusted and judgement rendered thereon.
- (b) The Principal and Surety hereby designate and appoint _____, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one (1) year after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled, "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon."
- (f) The full name and residence of each individual party to the bond must be inserted in the first paragraph.

- (g) If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the bond as individuals.
- (h) The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the bond must be executed under the Corporate Seal of each party attested by its secretary or other appropriate officer.
- (i) The date of the bond must not be prior to the date of the Contract.

SIGNED, SEALED, AND DELIVERED this _____ day of _____.

Attest:

(Corporate Principal Sign Here)

By: _____

Attest:

(Surety Sign Here)

By: _____

CONTRACT (SAMPLE)

THIS AGREEMENT, made and entered into the _____ day of _____, 2020, by and between _____, hereinafter called the Contractor, and the City of Saraland, Alabama, and/or its assigns, hereinafter called the Owner.

WITNESSETH:

That the Contractor, for the consideration hereinafter set out, hereby agrees with the Owner as follows:

1. That the Contractor shall perform all of the work in a satisfactory manner in accordance with the plans, specifications, bid requirements and conditions, which are attached hereto and made a part hereof as if fully contained herein, for **DEBRIS REMOVAL**.
2. That the Contractor shall commence the work to be performed under this agreement within the Contract Time as defined in the *General Conditions*.

All work shall be accomplished with quality in a manner which will maintain safety to life and property, and reduce to a minimum any interference with abutting property or public travel. All work shall be inspected and approved by the City Public Works Director or his designee as Owner's representatives before payment shall be made.

3. The Owner hereby agrees to pay to the Contractor for satisfactory performance of the agreement, subject to additions and deductions as provided in the contractual documents, in lawful money of the United States as follows:

4. Estimates of work completed shall be made by the Contractor each month and submitted to the Owner. Within thirty (30) calendar days after submittal by the Contractor, the owner shall make partial payments to the Contractor on the basis of the estimate of work, duly certified and approved by the City Construction Manager, and performed during the preceding calendar month by the Contractor, less two and a half percent (2.5%) of the amount of such estimate which is to be retained by the owner until all work (100%) has been satisfactorily completed in accordance with this agreement.
5. Upon substantial completion and inspection of all work covered by this agreement, payment of the Contract sum shall be made within thirty (30) calendar days, less retainage.

Said retainage shall be retained until: 1) Submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full including a Waiver and Release of Lien on the form included in the Contract Documents; 2) Legal notice of advertisement of completion has been advertised four (4) consecutive weeks in some newspaper of general circulation in Mobile County, Alabama, as approved by the Owner; 3) Final inspection by the City Public Works Director or his designee and final acceptance of the work by the Owner.

6. It is mutually agreed between the Owner and the Contractor that timely performance is of the essence to this Contract, and the Contractor agrees to keep a working force on the job of the size that is adequate to perform all work in accordance with the Contractor's approved work schedule.

7. The Contractor hereby agrees to warrant that all material and workmanship is of the quality, quantity, and character specified and shown, and that any faulty materials or workmanship made known to him within one (1) year after date of final certificate of payment shall be made good by him without additional expense to the Owner.

Failure to complete the work within the allotted Contract time will cause loss to the Owner in administrative, engineering, inspection, interest, and supervision charges. Therefore, any overrun in the Contract time, which in the opinion of the City Contract Manager is caused by undue delay, shall be charged to the Contractor at \$500.00 per day and deducted from the final payment as liquidate damages.

8. The Owner reserves the right to terminate the contract upon written notice to the Contractor at least five (5) days prior to said termination. In the event that the Contract is terminated, the Contractor will be compensated in accordance with the bid items of the Contract and its attachment for all approved work in place.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

(Corporate Seal)

_____ **(Contractor)**

By: _____

Its _____

Attest: _____

Its _____

(Seal)

City of Saraland, Alabama (Owner)

By: _____

Dr. Howard Rubenstein, Mayor

Attest: _____

Judi Smith, City Clerk

NOTICE TO PROCEED (SAMPLE)

DATED:

TO:

PROJECT: **DEBRIS REMOVAL**

You are hereby notified to commence work in accordance with the Agreement dated _____,
2020, on or before _____, 20_____.

City of Saraland, Alabama (Owner)

By: _____
Dr. Howard Rubenstein, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 20_____.

(Contractor)

By: _____

WAIVER AND RELEASE OF LIEN (SAMPLE)

FROM:

TO: City of Saraland, Alabama (Owner)

PROJECT: **DEBRIS REMOVAL**

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by the **City of Saraland** to furnish labor and/or materials for the referenced project, does hereby waive and release any and all lien and claim or right to lien and claim against the **City of Saraland** on the referenced project on account of labor, services, equipment, materials, etc. furnished for the referenced project.
2. The undersigned further certifies that to the best of his knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor, equipment, services, and/or materials for the referenced project.
3. The undersigned further agree that, after execution of this document, it will indemnify, defend at its expense, and save the **City of Saraland** harmless from any and all claims or liens arising out of the undersigned's furnishing of labor, equipment, services, and/or materials for the referenced project.
4. The undersigned has executed this document in order to induce the **City of Saraland** to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the **City of Saraland** arising out of the furnishing of labor and/or materials for the referenced project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20_____.

STATE OF ALABAMA
COUNTY OF MOBILE

Personally appeared before me the undersigned Notary Public in and for said County and State, _____, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

NOTARY PUBLIC
My commission expires: _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ALABAMA

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

1. I am _____, _____ of _____, the Bidder that has submitted the attached Bid.
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither I, nor any of Bidder's officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Saraland or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____ Title _____

Subscribed and sworn to me this _____ day of _____, 20____.

By: _____
Notary Public

My commission expires _____.

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date

BYRD ANTI-LOBBYING AMENDMENT

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$ 100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in . the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit A

State and Federal Requirements

NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

AWARDING AGENCY: Federal Emergency Management Agency (FEMA), Department of Homeland Security.

References to “contractor” in this exhibit refer to the party providing services to a governmental entity through this agreement or contract.

Funding, in whole or in part, for this Project is through a Public Assistance grant from FEMA therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements (“Uniform Rules”) apply to this Project. Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326.

Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, “Equal Employment Opportunity” and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms

The Contractor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. The Contractor shall, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

Disadvantaged Business Enterprises (DBE) Contractors.

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

Contract Work Hours and Safety Standards Act.

1. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
2. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

Rights to Inventions Made Under a Contract Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR '401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Compliance with Clean Air Act and the Federal Water Pollution Control Acts

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term “principal” for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control

over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements (See attached certification regarding lobbying.

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

Contractor acknowledges that FEMA financial assistance will be used to fund the Contract and Contractor agrees it will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Contractor acknowledges and agrees that the Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.