

ADDENDUM NO 07
CITY OF FAIRHOPE

Bid No. 020-15 DISASTER DEBRIS REMOVAL AND DISPOSAL 2015

THE DOCUMENTS FOR THIS BID SHALL BE AMENDED, REVISED AND CHANGED IN THE FOLLOWING PARTICULARS:

CHANGE:

1. REMOVE ITEM II Instructions to Bidders rev1(entire)
REPLACE with ITEM II Instructions to Bidders **rev2**

2. REMOVE page 1 and 2 of ITEM III BID RESPONSE FORM rev1
REPLACE with page 1 & 2 of ITEM II BID RESPONSE FORM **rev2** (attached)

3. REMOVE ITEM VIII SCOPE OF WORK & SPECIFICATIONS rev1(entire)
REPLACE with of ITEM VIII SCOPE OF WORK & SPECIFICATIONS **rev2**
(attached)

SEE ATTACHMENTS TO INCLUDE IN BID DOCUMENTS (3)

Bidders are to sign and include signed **Addendum No.7** with submitted bid documents.

Acknowledged:

Company

By

Daniel P. Ames
Purchasing Manager
City of Fairhope
Posted: 4/22/15

ITEM II ver2
INSTRUCTION TO BIDDERS

1. **BIDDER QUALIFICATIONS**

All Bidders shall be in compliance with all applicable federal, Alabama State, County and municipal laws, regulation, resolutions and ordinances, including without limitation, all certifications, licenses, and permits, per Alabama Code (1975), as amended, Sections 10-2B-15.01, et seq. (concerning out-of-state corporations doing business within Alabama), Sections 34- 8-1, et sq. (concerning general contractor licensing for businesses which construct or superintend the construction of any building, highway, sewer, grading or any improvement of structure costing \$50,000.00 or more), Sections 40-12-1,et.seq (concerning licenses), Sections 40-14A-1, et seq. (concerning taxation of corporations conducting business in this state), and Sections40-23-1, et seq.(addressing sales and use tax): provided, the bidder is not exempted from the above mentioned Code Sections elsewhere in the Code. All Bidders shall timely submit evidence or documentation establishing that they are presently licensed and permitted under the applicable above mentioned Code Sections, suitable to, and upon request by, the CITY. Such evidence or documentation may be submitted with the bid.

The bidder expressly acknowledges, to and for the benefit of the CITY, that this Agreement may be funded with federal monies and, therefore bidder expressly warrants and agrees that it shall at times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations.

The CITY may make such investigations as deemed necessary to determine the ability of the bidders to furnish all equipment and perform all work. The CITY reserves the right to reject bids from any bidder who by the evidence submitted, or investigation of such bidder, fails to satisfy the CITY that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials and work contemplated therein.

2. **PREPARATIONS FOR BIDS:**

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and instruction printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid form shall be suitably filled in.

4. **LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF FAIRHOPE:**

The City of Fairhope, Alabama, will not furnish any labor, material, or supplies unless specifically provided for in the Contract documents.

5. **SIGNATURE TO BIDS:**

Each bid must give the full business address of the Bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president", "secretary", "agent" or other designation without disclosing his principal, may be held to be the bid of individual signing. When requested by the City of Fairhope, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

6. **ALTERNATE BIDS:**

Alternate bids will not be considered unless called for.

7. **CORRECTIONS:**
Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
8. **CITY**
Where the word "Owner" appears herein, the same refers to City of Fairhope, Alabama, and includes the Fairhope City Council, its governing body.
9. **INSURANCE:**
Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as "additionally insured" on all applicable certificates. These limits and coverage's specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval. See the instructions hereinafter contained with respect to the type, form, and amounts of required insurance policies.
10. **MARKING AND MAILING BIDS:**
Mark and mail bids per the instructions in Item I, Advertisement for Bids.
11. **TIME FOR RECEIVING BIDS:**
Bids received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived, and no bid will be considered if received thereafter, except that when a bid arrives by mail after time for opening, but before award is made, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to the City of Fairhope, or Fairhope City Council for the premature opening of a bid not properly addressed or identified. Unless specially authorized, telegraphic bids will not be considered.
12. **WITHDRAWAL OF BIDS:**
Bids may be withdrawn on written or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
13. **BIDDERS PRESENT:**
At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.
14. **AWARD OR REJECTION OF BIDS:**
The Contract will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

Local vendors, within the city limits of the City of Fairhope, will have a 3% favorable allowance in all bids.
15. **ERRORS IN BIDS:**
Bidders or their authorized agents are expected to examine the specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.
16. **CONTRACT AND BOND:**
The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

15. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Fairhope.

17. SUBLETTING OR ASSIGNING OF CONTRACT:

Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, of his power to execute such contract, to any person, firm or corporation without written consent of the City of Fairhope, and such written consent shall not be construed to relieve the Contractor of any responsibility for fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work.

18. TITLE 39/CODE OF AL COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the City places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such contract with the City of Fairhope, AL for the prosecution of any public works, to ensure that they and /or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting there from. Furthermore, City of Fairhope, AL takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

**ITEM III
BID RESPONSE FORM rev2**

**BID NO.: 020-15
BID NAME: DISASTER DEBRIS REMOVAL AND DISPOSAL 2015**

Bid Response will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work. The Contract will be for a period of ONE year. Prior to the contract expiration, and upon a mutual written agreement by the City and the Contractor, the term of the contract may be extended for an additional year, not to exceed a total of 3 years, if there are no changes to the contract, including compensation.

The following documents must be provided along with the Bid Schedule:

- | | | |
|----|---|------------------|
| 1. | Documented experience setting up, managing Citywide clean-up operations, and operating a disaster debris reduction site over the past ten (10) year period. | Exhibit A |
| 2. | Certificate of Insurance required only of Awarded Vendor. | Exhibit B |
| 3. | List of company officials, with a detailed history of experience in the field of disaster debris management/operations. | Exhibit C |
| 4. | List of proposed subcontractors and equipment to be used | Exhibit D |
| 5. | List of references complete with updated phone numbers. | Exhibit E |
| 6. | A list of existing contracts with other Federal Agencies, States, Counties and Municipalities for similar work shall be required | Exhibit F |
| 7. | A letter from a minimum of one financial institution certifying the Contractor's ability to finance through current capital or credit capabilities, estimated work responsibilities of two million dollars in an activated disaster debris removal and disposal contract. This ability must be inclusive of sustaining the City's monthly payment schedule with 15 day minimum lead time of approved invoices. | Exhibit G |
| 8. | A list of existing contracts with other Federal Agencies, States, Counties and Municipalities for similar work shall be required. | Exhibit H |
| 9. | List of any contracts that have been canceled prematurely within the past 15 years | Exhibit I |

Detailed cost data for construction of inspection tower. Submit breakdown of labor and materials on a separate sheet.

Selected bidder(s) must be able to obtain a Performance Bond in the amount of 100% of the bid price regarding both labor/materials and performance.

RETURN One (1) Original and Four (4) COMPLETE COPIES OF RESPONSE AND SUPPORTING MATERIAL.

BIDDING SCHEDULE FOR DEBRIS REMOVAL & DISPOSAL SERVICES

Tipping fee at final disposal site(s) will be the responsibility of the City

PRICE SCHEDULE			
Category	Description of Service	Unit	Cost/Unit
Mobilization	Mobilization and Demobilization	Lump sum	
	Load and Haul Vegetative Debris to DMS from ROW 0-15 Miles Haul Distance	CY	
Vegetative Collect and Haul	Load and Haul Vegetative Debris to DMS from ROW 16-30 Miles Haul Distance	CY	
	Load and Haul Vegetative Debris to DMS from ROW 31-60 Miles Haul Distance	CY	
	Load and Haul Vegetative Debris to DMS from ROW 61 Miles Haul Distance	CY	
	Reduction by Grinding	CY	

Management and Reduction	Air Curtain Burning	CY	
	Open Burning	CY	
	Compaction	CY	
	Debris Management/Site Management	CY	
	Load and Haul C& D to DMS from ROW 0-15 Mile Haul Distance	CY	
C & D Collect and Haul	Load and Haul C& D to DMS from ROW 16-30 Mile Haul Distance	CY	
	Load and Haul C& D to DMS from ROW 30-60 Mile Haul Distance	CY	
	Load and Haul C& D to DMS from ROW over 60 Mile Haul Distance	CY	
PRICE SCHEDULE			
Category	Description of Service	Unit	Cost/Unit
Final Disposal	Haul Processed Debris from DMS to Final Disposal 0-15 Mile Haul Distance	CY	
	Haul Processed Debris from DMS to Final Disposal 16-30 Mile Haul Distance	CY	
	Haul Processed Debris from DMS to Final Disposal 30-60 Mile Haul Distance	CY	
	Haul Processed Debris from DMS to Final Disposal over 61 Mile Haul Distance	CY	
Tree Operations	Hazardous Tree Removal 6" to 12"	Tree	
	Hazardous Tree Removal 12" to 24"	Tree	
	Hazardous Tree Removal 24" to 36"	Tree	
	Hazardous Tree Removal 36" to 48"	Tree	
	Hazardous Tree Removal Over 48"	Tree	
	Hazardous Stump Removal 24" to 36 "	Stump	
	Hazardous Stump Removal 36" to 48 "	Stump	
	Hazardous Stump Removal over 48"	Stump	
	Hazardous Hanging Limbs over 2"	Tree	
SPECIALTY DEBRIS REMOVAL	Waterway Debris Removal	CY	
	Sand Collection and Screening	CY	
	Vehicle Removal	Unit	
	Vessel Removal (Land)	LF	
	Vessel Removal (Marine)	LF	
	Dead Animal/Carcass Removal	Pound	
	ROW White Goods Removal	Unit	
	Freon Management	Unit	
	Demolition	CY	
	Demolition (RACM)	CY	
	Electronic Waste	Unit	
	Silt Removal	CY	
	Putrescent Waste Removal	Pound	
	Biowaste	Pound	
	Household Hazardous Waste	Pound	
RESTORATION	Beach/Lake Restoration	CY	
	Canal Bank/Shoreline Restoration	LF	

ITEM VIII
SCOPE OF WORK & SPECIFICATIONS rev2

DISASTER DEBRIS REMOVAL AND DISPOSAL 2015

SCOPE OF WORK

The City of Fairhope is soliciting bids to provide Disaster Debris Removal and Disposal Services following an event within the city limits and some right-of-ways that may be outside the corporate limits of Fairhope, Alabama.

WHEREAS, the CITY OF FAIRHOPE lies on the coast of the State of Alabama and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornadoes as well as other natural and/or manmade disasters (Events), and

WHEREAS, the City of Fairhope lies on the coast of the State of Alabama and, as such, may experience environmental disasters in its air, land or waterborne limits and it is foreseen that it may be necessary to provide technical assistance and response to appointed and elected officials within the City, resulting from these events: and

WHEREAS, it is foreseen that it may be necessary to provide for debris removal and disaster recovery technical assistance to appointed and elected officials within the CITY, resulting from these Events; and

WHEREAS, the CITY has determined after extensive efforts that this is an area of specialized services;

NOW, THEREFORE, the CITY is requesting bids from contractors to provide services necessary to ensure prompt removal and disposal of debris resulting from a disaster event as follows:

TERMS OF CONTRACT:

The term of the Contract shall be for a period of ONE (1) year from the signing date of contract, with the option to renew bid or contract for TWO (2) additional years thereafter in ONE (1) year increments if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract.

BID SCHEDULES:

- | | | |
|----|---|------------------|
| 1. | Documented experience setting up, managing Citywide clean-up operations, and operating a disaster debris reduction site over the past ten (10) year period. | Exhibit A |
| 2. | Certificate of Insurance required only of Awarded Vendor. | Exhibit B |
| 3. | List of company officials, with a detailed history of experience in the field of disaster debris management/operations. | Exhibit C |
| 4. | List of proposed subcontractors and equipment to be used | Exhibit D |
| 5. | List of references complete with updated phone numbers. | Exhibit E |
| 6. | A list of existing contracts with other Federal Agencies, States, Counties and Municipalities for similar work shall be required | Exhibit F |
| 7. | A letter from a minimum of one financial institution certifying the Contractor's ability to finance through current capital or credit capabilities, estimated work responsibilities of two million dollars in an activated disaster debris removal and disposal contract. This ability must be inclusive of sustaining the City's monthly payment schedule with 15 day minimum lead time of approved invoices. | Exhibit G |
| 8. | A list of existing contracts with other Federal Agencies, States, Counties and Municipalities for similar work shall be required. | Exhibit H |
| 9. | List of any contracts that have been canceled prematurely within the past 15 years | Exhibit I |

SCOPE OF SERVICES & SPECIFICATIONS

SCOPE OF SERVICES

8.0 GENERAL

- 8.1 **The City of Fairhope requests proposal/bid to conduct the following operations in complete compliance with the Code of Federal Regulations, Title 44, Emergency Management Assistance:**

8.1.1 **Disaster Debris Removal Operations to:**

Remove vegetative debris from City right-of-ways and/or public property and haul to a temporary and/or permanent debris site as determined by the Project Officer.

Remove mixed debris (appliances, household items) and construction and demolition (C&D) debris from City right-of-ways and/or public property to a temporary and/or permanent debris staging site or to a permitted landfill site as determined by the Project Officer.

8.1.2 **Disaster Debris Disposal Operations to:**

Chip vegetative debris (limbs and branches) in locations inaccessible to normal debris removal equipment and haul the resulting chips to the designated temporary or permanent site as determined by the Project Officer.

Operate debris vegetative volume reduction site(s) at a location(s) to be selected by the Project Officer. Volume reduction may be by chipping and grinding or air curtain incineration. The Project Officer will select the method to be used based on environmental considerations.

8.2 SPECIAL PROVISION FOR DISASTER DEBRIS REMOVAL OPERATIONS

8.2.1 It is the intent of this contract that the Contractor(s), shall provide all labor, services, equipment, materials, and supplies necessary to collect all brush, tree parts, mixed debris and C&D debris from City of Fairhope right-of-ways and/or public property, in strict accordance with the Code of Federal Regulations #44, revised October 1, 2004 as published by the office of the Federal Register, National Archives and Records Administration. All vegetative debris will be hauled to a debris site as designated by the Project Officer. All mixed debris and C&D debris will be hauled to either a temporary and/or permanent debris staging site(s) or permitted landfill as determined by the Project Officer.

8.2.2 For the purpose of this contract and the activities generated by this contract the term "right-of-ways" shall mean the area immediately adjacent (left and right) to the traveled roadway of all identified public access roads within the specified collection debris pickup zones. Contractor(s) will not remove storm debris outside the legal right-of-way.

8.2.3 The term "brush and tree parts" shall mean all the portions of trees, to include the root-ball, that have been placed in the "right-of-way" as defined above.

8.2.4 The Contractor(s) shall collect all mixed debris and construction and demolition (C&D) materials) from City of Fairhope right-of-ways of designated public access roads or from designated temporary and/or permanent debris staging sites as identified by the Project Officer.

8.2.4.1 The Contractor(s) will not trim "hangers" or cut down any trees under this contract without written consent of the Project Officer. The Project Officer will be responsible for directing the tree removal as related to City right-of-way concerns. Any damaged tree, whether on City right-of-way or on private property, that poses a threat to public safety (including critical utilities) will be removed in its entirety per the CFR 44, Title 44. This includes "hangers", "leaning trees" and the stumps associated with such a tree.

8.2.5. The Contractor(s) shall exercise care so as not to generate litter during the removal process. The Contractor(s) shall clean up loose material in the immediate vicinity of the rights-of-way. The Contractor(s) shall be responsible for the repair of any collateral damages caused to private or public property.

8.2.6 Work shall consist of a minimum of three (3) passes, unless otherwise directed by the Project Officer, to collect all of the brush, tree parts, mixed debris, and C&D debris set out by residents for collection within the rights-of-way from both sides of the roadway.

8.2.7 The Project Officer reserves the right to direct the Contractor(s) to return to and make additional passes in designated locations within the pickup zone(s) at the same price per cubic yard rate as specified in the bid schedule.

- 8.2.8 Measuring Vehicle Load Carrying Capacity. Prior to any debris removal work under this awarded contract, the Contractor(s) shall submit to the Project Officer a typed listing and pdf. file that indicate the type of vehicle, make and model, license plate number, drivers name, Contractor(s) equipment number and measured interior volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The Contractor(s) and Project Officer or his/her representative shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements. Maximum volumes may be rounded to the nearest cubic yard (<18.5 CY = 18 CY - >18.5 CY = 19 CY). The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment.
- 8.2.9 Equipment Signage. Prior to commencing operations, the Contractor(s) shall affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.
- 8.2.10 The Project Officer desires that the Contractor(s) maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation.
- 8.2.11 The Contractor(s)'s representative must coordinate daily with the Project Officer. The Contractor(s)'s representative must have the authority to act on behalf of the Contractor(s) to address and resolve issues that may arise during the course of this work.
- 8.2.12 The Contractor(s) shall provide proof, in the form of signed copies of Load Tickets, of proper delivery to the designated disposal location(s). Load Tickets **must** include address of pickup and GPS coordinates. Such Load Tickets shall be checked against the log of deliveries compiled by the Project Officer's representative and shall be the basis for payment.
- 8.2.13 The Contractor(s) shall notify the Project Officer's representative of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor, on a daily basis.
- 8.2.14 The Contractor(s) shall work during daylight hours only, 7 days per week. The Contractor(s) are responsible for coordinating with the Project Officer in the event weather condition delay or modify the proposed daily schedule. The Project Officer will set the daily time schedule for each Event.
- 8.2.15 Traffic Control. The Contractor(s) shall be responsible for control of pedestrian and vehicular traffic in the work area. Contractor(s) shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal and local requirements. As a minimum, one flag person shall be posted at each loading site to direct traffic.
- 8.2.15.1 The Project Officer's representative will monitor all Contractor(s) operations. Payment will be based on validated Load Tickets. The Project Officer's representative will have load site monitors stationed at designated "Check Points" chosen by the Project Officer and coordinated with the Project Officer's representative the day before. The "Check Points" must be kept to a minimum and located at a safe site along the primary haul road to the designated disposal site. The Project Officer's load site monitors will be stationed at the "Check Point" and each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the disposal site by the Project Officer's disposal site monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket given to the truck driver.
- 8.2.16 The Project Officer will also have roving monitors that will observe Contractor(s) operations to ensure that only eligible debris is removed from specified locations as designated by the Project Officer. Trucks that are observed picking up material outside of the designated road right-of-ways or ineligible debris will have all loads hauled that day deducted and the load tickets invalidated.
- 8.2.17 The Contractor(s) shall be prepared to provide hand-fed chipping equipment and crew to conduct on-street chipping of vegetative debris (tree limbs/branches) in areas inaccessible to normal debris clearing

equipment. Locations of on-street chipping operations will be identified by the Project Officer. The on-street chipping crews will consist of a combination of equipment and personnel as specified in the bidding schedule.

8.2.18 The Contractor(s) shall specify the number of crews he/she can provide on the bid schedule submitted. The total number of actual hours worked by each crew will be according to the needs of the Project Officer. It is estimated that each crew will work a minimum of 10 hours (daylight) per day 7 days per week. Actual hours to be determined by Project Officer. Services required under this contract will also be determined by the Project Officer.

8.2.19 All limbs, branches, foliage, etc. in inaccessible areas will be chipped on site using a hand-fed chipper. Chips and other tree debris will be collected and hauled away from work areas by the Contractor(s) immediately following completion of the work.

8.2.20 No guarantee of minimum number of crews is implied or expressed and payment for services will only be made for actual work performed as required by the Project Officer.

8.2.21 Household Hazardous Waste (HHW) materials will not be removed from the rights-of-way under this contract. Residents will be provided locations of drop off points for the disposal of their HHW materials.

8.2.22 The work area includes various locations throughout the City of Fairhope. The City has been divided into established work areas.

8.2.23 Work location and assignments of all contractual crews shall be coordinated daily with the Project Officer. Contractor(s) shall report at the start of each workday to the Project Officer the Contractor(s)'s work locations and any foreseen delays or problems.

8.2.24 There will be no truck "pre-loads" allowed after normal working hours. Trucks presenting loads at the TDSRS (Temporary Debris Storage and Reduction Site) which have been loaded after normal working hours, without the presence of a Project Officer assigned debris monitor will be ineligible for payment processing.

8.2.25 For the purpose of this contract, Emergency Road Clearing operations (where applicable) conducted on Federal Aid roads/rights-of-way, shall be conducted in strict accordance with Federal Highway Administration- Emergency Response manual (see attached emergency road clearing-cost proposal hourly rate sheet). Contractor of record must clearly understand the FHWA guidelines for this type of operation regarding distances from road (based on road type), separate tracking & managing of debris operations, etc. See attached FHWA -- 1273

8.3.0 SPECIAL PROVISIONS FOR DISASTER DEBRIS DISPOSAL OPERATIONS

8.3.1 It is the intent of this contract that the Contractor(s), shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce through either tub grinding vegetative debris into chips/mulch or through air curtain incineration into ash or an approved permanent disposal work site. The Project Officer will determine the method to be used based on environmental considerations.

8.3.2 The location(s) of the vegetative debris volume reduction sites will be selected by the Project Officer, or the contractor may provide the site with Project Officer approval.

8.3.3 The Contractor(s) shall provide equipment and personnel to manage and operate (# of sites will be determined after an event occurs and will be based on event severity) vegetative debris volume reduction site(s). The Project Officer will provide access and authorization to the Contractor(s) to operate on the designated vegetative debris reduction site(s) including all information in the Project Officer's possession regarding the site which is necessary for the successful operation of the site(s). Location of site(s) will be determined by the Project Officer.

8.3.4 Inspection Tower. The Contractor(s) shall construct (the # of towers per site shall be determined by the contractor) inspection tower(s) at the selected temporary vegetative debris volume reduction site(s).

- 8.3.4.1 The tower(s) shall be constructed using pressure treated wood. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be 8' by 8', constructed of 2"x 8" joists, 16" O.C. with ¾" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2" x 4" studs and ½" inch plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a hand rail or approved equally by project officer.
- 8.3.4.2 The Contractor(s) shall make provisions for portable sanitary facilities to be provided and maintained at the inspection tower.
- 8.3.5 The Project Officer will not provide to the Contractor(s) potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials or equipment deemed necessary to operate the vegetative debris volume reduction site.
- 8.3.6 Contractor(s) will establish lined temporary storage areas for hazardous and toxic waste, household hazardous waste, fuels, and other materials that can contaminate soils, runoff, or groundwater. Contractor(s) shall set up plastic liners under stationary equipment such as generators and mobile lighting plants unless otherwise directed by the Project Officer.
- 8.3.7 Contractor(s) shall be responsible for establishing site layout.
- 8.3.8 Contractor(s) will be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures. The Contractor(s) shall comply with all Federal, state, and local safety regulations.
- 8.3.9 Contractor(s) shall manage the site to accept debris collected under other contracts. Contractor(s) shall direct traffic entering and leaving the site, and shall direct dumping operations at the site.
- 8.3.10 Upon completion of the debris reduction process, the Contractor(s) will clear the site of all mulch, and non-burnable debris and restore the site to as near its pre-use condition as practical.
- 8.3.11 Contractor(s) shall be responsible for all costs associated with the proper disposal of volume reduction residue at an approved disposal facility.
- 8.3.12 The Contractor(s) shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal and local governments or agencies, or of any public utilities.
- 8.3.13 Volume Reduction Site Equipment
- 8.3.13.1 The Contractor(s) shall provide all equipment necessary to prepare the site, stockpile the debris, feed the grinder(s), remove mulch from the grinding operations, load and haul for disposal all non-burnable debris, chips/mulch, and any other equipment which may be necessary for the performance of this contract.
- 8.3.13.2 All equipment must be in compliance with all applicable Federal, state, and local rules and regulations. All equipment and operator qualifications will meet Federal, state, and local requirements.
- 8.3.13.3 Prior to commencing debris reduction and disposal services, the Contractor(s) shall present to the Project Officer, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, grinding, loading, and hauling, stating brand name, model and horsepower including all grinders.
- 8.3.13.4 Chips/mulch should be stored in piles no higher than 15 feet and meet all local regulations and laws.
- 8.3.14 Site Considerations
- 8.3.14.1 Site Plan. The Contractor(s) will provide a site operations plan for review and approval by the Project Office prior to beginning work. At a minimum, the plan will address the following:

Access to site
Site management to include: point-of-contact, organizational chart, etc.
Traffic control procedures
Site security
Site safety
Site layout/segregation plan
Hazardous materials storage plan
Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.

- 8.3.14.2 Site Preparation. The Contractor(s) shall be responsible for preparing the site(s) to accept the debris if required. Site preparation may include clearing, erosion control, grading, construction and maintenance of haul roads and entrances. Site preparation will be paid based on the actual cost incurred by the Contractor(s) based on actual equipment, personnel, and material invoices.
- 8.3.14.3 Utilities and Sanitation Facilities. The Contractor(s) shall provide utility clearances and sanitation facilities, if needed. The Contractor(s) shall protect existing structures at the sites and repair any damage caused by his operations at no additional cost to the City of Fairhope.
- 8.3.15.4 Site Security. The Contractor(s) shall be responsible for installing site security measures and maintaining security for operations at the site.
- 8.3.15.5 Fire Protection. The Contractor(s) shall manage the site to minimize the risk of fire.
- 8.3.15.6 Traffic Control. The Contractor(s) shall be responsible for control of pedestrian and vehicular traffic in the work area. Contractor(s) shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. As a minimum, one flag person shall be posted at each entrance to direct traffic to the site
- 8.3.15.7 Debris Ownership. The Contractor(s) must assume possession of all processed debris and may dispose of such debris in a manner that creates income for the Contractor(s). Reduction and disposal of the debris is the sole responsibility of the Contractor(s)
- 8.3.15.8 Debris Disposal. The Contractor(s) must remove or arrange for the removal and final disposal of all debris brought to the debris reduction site. Options include, but are not limited to, sending the material to an authorized and properly permitted disposal area, recycling facility, or resale entity. The Contractor(s) must maintain records for all materials, including processed debris, residue, and hazardous materials, being transported from the debris reduction site to disposal or recycling facilities. The Contractor(s) must secure an EPA Identification Number prior to the lawful disposal of any ash determined to be hazardous based on analytical results. Copies of this documentation must be provided to the Project Officer for his/her review. The Contractor(s) shall be considered the owner of all debris brought to the vegetative debris volume reduction site.
- 8.3.15.9 Site Closure. The Contractor(s) shall be responsible for the closure of the debris management site(s) within 30 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to pre-work conditions. The site will be restored in accordance with all local requirements. The Contractor(s) is responsible for the proper disposal of non-burnable debris and wood chips. Disposal of the hazardous waste debris is not the responsibility of the Contractor(s) under this contract. The Contractor(s) shall receive approval from the Project Officer as to the final acceptance of a site closure. Final payment shall be released to the Contractor(s) upon acceptance of the site by the Project Officer.

8.4.0 PERFORMANCE SCHEDULE

- 8.4.1 The Contractor(s) shall commence work in designated debris zones as identified by the Project Officer within forty-eight (48) hours after issuance of Purchase Order, and notification by Project Officer.

8.5.0 SAFETY STANDARDS

- 8.5.1 The Contractor(s) shall be solely responsible for pedestrian and vehicular safety and control within the assigned worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, warning, and protection to persons and vehicular traffic within the work area.
- 8.5.2 Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the Project Officer and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor(s) and shall be accomplished in conformance with local traffic codes.

8.6.0 EQUIPMENT USE

- 8.6.1 The Contractor(s) shall provide all equipment necessary for the performance of this contract. All equipment repairs and operating costs shall be the responsibility of the Contractor(s).
- 8.6.2 All equipment must be in compliance with bid specifications and all applicable Federal, state, and local rules and regulations.
- 8.6.3 Equipment which is designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor(s) shall not solicit work from private citizens or others to be performed in designated work areas during the duration of this contract. Under no circumstances will the Contractor(s) mix tree debris hauled or processed for others with tree debris hauled or processed under this contract.
- 8.6.4 No debris will be allowed to accumulate or be stored on adjacent private property at any time.
- 8.6.5 **Contractor must provide GPS location capability, to pinpoint debris pickup locations in GPS coordinates, as required by FEMA Disaster Assistance Policy DAP9523.11, "Hazardous Stump Extraction and Removal Eligibility", including, but not limited to, "Hazardous Stump Worksheet" requirements therein (see Exhibits).**

8.7.0 REPORTING

- 8.7.1 **The Contractor(s) shall submit a separate written report for each of his/her chipping crews at the end of each workday to the Project Officer.** Each report shall contain at a minimum, the following information.

Contractor(s)'s Name

Contract Specification Number

Number of the various pieces of major equipment used (i.e. Chipper, Etc.)

Name of personnel who worked

Daily cumulative totals of hours each person worked and each piece of equipment that was used by crew (list type and equipment number).

Any problems encountered (i.e. equipment breakdowns, inclement weather, property damage, worker injuries, etc.) during the work day. Such problems shall also be reported immediately to the Project Officer.

Quantity and type of debris hauled during the past 12 hours.

8.8.0 PAYMENT

8.8.1 On-Street Chipping Crews

- 8.8.1.1 Payment to the Contractor(s) for on-street chipping work will be made based upon the unit price per crew times the number of actual hours each crew worked as specified in the bidding schedule.
- 8.8.1.2 Contract payments shall be made by the City to the Contractor(s) upon submitting of a billing statement for actual work done by the Contractor(s). All billing statements or invoices submitted for payment shall be original and should be sent to the City.

- 8.8.1.3 Billing statement or invoice should include company name and address, locations of where work has been done, to include street names and addresses by crew(s).
- 8.8.1.4 Partial billings are acceptable on a weekly basis. Payment is made according to actual number of crew hours worked by each crew. All Contractor documents shall be reconciled, completed and submitted to the City the day after project completion.
- 8.8.2 Debris Removal Operations
- 8.8.2.1 Compensation will be based on completed load tickets administered and validated by the Project Officer's monitors based on the Contractor(s)'s unit price per cubic yard hauled from the rights-of-way and/or public property.
- 8.8.2.2 Hauling of debris from right-of-ways and/or public property to a vegetative debris reduction site will be paid for at the bid schedule per cubic rate based on the one-way distance traveled (0-15 one-way miles, 16-30 one-way miles). The Project Officer will determine the one-way mileage. Payment will be based on the quantity, in cubic yards, recorded on the load ticket obtained at the permitted landfill and verified by the Project Officer's disposal site monitor.
- 8.8.2.3 Hauling of debris from right-of-ways and/or public property to a permitted landfill site will be paid for at the bid schedule per cubic rate based on the one-way distance traveled (0-15 one-way miles or 16-30 one-way miles). The Project Officer will determine the one-way mileage. Payment will be based on the quantity, in cubic yards, on the load ticket obtained at the permitted landfill and verified by the Project Officer's disposal site monitor or weight ticket.
- 8.8.2.4 The following **conversion** factors will be used if the landfill site weighs vehicles by the ton:

Conversion Factors from Cubic Yards to Tons

Mixed Construction & Demolition Debris = 500 LBS/CY or CY x 0.25 = Tons
 Yard Vegetation = 300 LBS/CY or CY x 0.15 = Tons

Mulch = 500 LBS/CY or CY x 0.25 = Tons
 Regular Trash = 300 LBS/CY or CY x 0.15 = Tons
 Concrete = 2000 LBS/CY or CY x 1.0 = Tons
 Sand = 2600 LBS/CY or CY x 1.3 = Tons
 Land Clearing (Root balls with dirt) 1500 LBS/CY or CY x 0.75 = Tons

- 8.8.3 Debris Vegetation Volume Reduction Site Operations
- 8.8.3.1 Debris volume reduction site operations will be paid based on the total cubic yards of debris that are delivered to the volume reduction site for processing and disposal as recorded on load ticket validated by the Project Officer's disposal site monitor. The unit price per cubic yard of material processed must include all subsidiary costs including, but not limited to, site setup, labor, equipment, fuel, environmental controls, maintenance, general administration and disposal.
- 8.8.3.2. Hazardous Stump Reduction will be paid based on the "FEMA Eligibility of Hazardous Stump Removal" conversion chart.
- 8.8.4 Compensation will be based on completed haul tickets administered and validated by the Project Officer's monitors. Payment will be based on the Contractor(s)'s volume reduction unit price as stated on the bid schedule.

8.9.0 ADDITIONAL INFORMATION

- 8.9.1 The Project Officer shall have the right to terminate a contract or a part thereof before the work is completed in the event:
 - 8.9.1.1 Previous unknown circumstances arise making it desirable in the public interest to void the contract.
 - 8.9.1.2 The Contractor(s) is not adequately complying with the specifications

- 8.9.1.3 Proper techniques are not being followed after warning notification by the Project Officer.
- 8.9.1.4 The Contractor(s) refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity.
- 8.9.1.5 The Contractor(s), in the judgment of the Project Officer is unnecessarily or willfully delaying the performance and completion of the work.
- 8.9.1.6 The Contractor(s) refuses to proceed with work when and as directed by the Project Officer.
- 8.9.1.7 The Contractor(s) abandons the work.
- 8.9.1.8 The Contractor(s) employs subcontract who are on the Federal debarred listing
- 8.9.1.9 The Contractor, in the judgment of the Project Officer, is not meeting or practicing sound safety measures.

8.10.0 DEBRIS CLASSIFICATION

- 8.10.1 Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications Burnable (Reducible), Non-Burnable (reducible), and Household Hazardous Waste.
 - 8.10.1.1 Burnable Debris. Burnable debris includes all biodegradable matter except that included in the following definitions of 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; untreated structural timber; untreated wood products; and brush.
 - 8.10.1.2 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; and carpeting. Some non- burnable debris is recyclable. Recyclable debris includes metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil.
 - 8.10.1.3 Household Hazardous Waste (HHW). The following items are examples of HHW material: home, lawn and garden chemicals used for pest, insect and weed control automotive fuel, windshield wiper fluid, antifreeze, brake fluid, transmission fluid gas additives, gear oil, car batteries, swimming pool additives, lamps and heating oil flammable cleaning solvents, such as kerosene, turpentine, mineral spirits, floor strippers thermometers, thermostats, and barometers containing mercury, photo chemicals.
- 8.10.2 Root-balls. Tree root-balls will be disposed of by chipping/grinding and will be paid for based on the FEMA Stump Reduction Guidelines.
- 8.10.3 Chips/Mulch. Chips and mulch is the end product of chipping or grinding wood products. The Contractor(s) must either recycle or dispose of the resulting chips and mulch at a properly permitted landfill site chosen by the Contractor(s)
- 8.10.4 White Goods. Such as: Appliances such as refrigerators, freezers, stoves, washers, and dryers.

8.11.0 PERFORMANCE SCHEDULE

- 8.11.1 Immediately following Bid Opening, the apparent responsible bidder(s) will meet with the Project Officer to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.
- 8.11.2 The Contractor(s) shall begin preparation for mobilization immediately after Notice to Proceed and be fully operational within 48 hours after Notice to Proceed.
- 8.11.3 The Contractor(s) is required to grind a minimum of 200-250 cubic yards per hour per grinder with 4 hours of down time for service per 24 hours. The minimum required reduction/disposal rate shall be achieved no later than the third calendar day after receipt of Notice to Proceed. Liquidated damages shall be assessed at \$250.00 per calendar day for any day in which the minimum-processing rate is not met.

- 8.11.4 The Contractor is responsible for:
- a. Getting debris to the TDSRS
 - b. Reducing and disposing debris
- 8.11.5 All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the Project Officer that the last load of debris has been delivered, unless the Project Officer initiates additions or deletions to the contract by written change orders. Subsequent changes 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 established above.
- 8.11.6 Unless directed otherwise by the Project Officer, the Contractor(s) shall conduct volumetric reduction operations 18 hours per day, 7 days per week. Hauling of debris from rights-of-way and public property will be limited to daylight hours, 7 days per week.

8.12.0 REPORTING

- 8.12.1 The Contractor(s) shall submit a written report to the Project Officer no later than 9:00am each day for the previous day's activities. Each report shall contain, at a minimum, the following information:

Contractor(s)'s Name

Contract Number

Daily and cumulative totals of debris hauled to each volume reduction site. Include site name.

Daily and cumulative totals of debris hauled to a permitted landfill. Include landfill name.

Daily and cumulative totals of debris processed, to include method(s) of processing.

Daily and cumulative totals of ash/mulch/chips removed from the site and location of permitted landfill site(s).

Any problems encountered or anticipated.

8.13.0 HOUSEHOLD HAZARDOUS WASTE

- 8.13.1 The Contractor(s) will be required to construct a Household Hazardous Waste (HHW) containment area at the temporary debris management site(s). This containment area will consist of an earthen berm with a non-permeable liner. The HHW containment area must be covered at all times with a non-permeable cover.
- 8.13.2 Material, which is found to be classified as HHW, shall be reported immediately to the Project Officer. This material shall be segregated from the remaining debris using a method, which will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area.
- 8.13.3 Disposal of the HHW debris will be coordinated by the Project Officer.

8.14.0 CONTRACTOR(S) PETROLEUM, OIL, LUBRICANT (POL) SPILLS

- 8.14.1 The Contractor(s) shall be responsible for reporting to the Project Officer and cleaning up all petroleum, oil, and lubricant (POL) spills caused by the Contractor(s)'s operations at no additional cost to the City of Fairhope.
- 8.14.2 Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal and local laws and regulations.
- 8.14.3 Spills other than on the TDSRS site shall be reported to the National Response Center, and the Project Officer immediately following discovery. A written follow-up shall be submitted to the Project Officer not later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

Description of the material spilled (including identity, quantity, etc.).

Determination as to whether or not the amount spilled is EPA/State reportable, and when and to whom it was reported.

Exact time and location of spill, including description of the area involved.

Receiving stream or waters.

Cause of incident and equipment and personnel involved.
Injuries or property damage.
Duration of discharge.
Containment procedures initiated.
Summary of all communications the Contractor(s) has had with press or other officials.
Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

8.14.4 There will be a \$1,000.00 per day liquidated damage fine for a contractor causing a hazardous material spill. Costs begin from the time the spill occurs until complete remediation is completed.

8.15.0 OTHER CONSIDERATIONS

8.15.1 The Contractor(s) shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor(s)'s personnel and equipment is the responsibility of the Contractor(s). Additionally, the Contractor(s) shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

8.15.2 The Contractor(s) must be duly licensed in accordance with the State of Alabama statutory and regulatory requirements to perform the work. The Contractor(s) shall obtain all permits necessary to complete the work. The Contractor(s) shall be responsible for determining what permits will be necessary to perform under the contract. Copies of all permits shall be submitted to the Project Officer.

8.15.3 The Contractor(s) shall be responsible for correcting any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Project Officer.

8.15.4 The Contractor(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to his/her activities. Such costs might include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; and third party claims imposed on the Project Officer by any regulatory agency or by any third party as a result of noncompliance with Federal or local environmental laws and regulations or nuisance statutes by Contractor(s), his/her Subcontractors, or any other persons, corporations or legal entities retained by the Contractor(s) under this contract.

8.15.5 Meetings. The Contractor(s) must attend any and all meetings required by the Project Officer to evaluate the operation of the debris reduction site, and/or clean-up operations.

8.15.6 Quality Assurance. The Contractor(s) must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements of this contract. The Project Officer will closely monitor the work.

8.16.0 MEASUREMENTS

8.16.1 Measurements of debris processed at the volume reduction site will be by the Cubic Yard as estimated by the disposal site monitor and recorded on City of Fairhope load tickets.

8.17.0 CONTRACT AWARD

8.17.1 The City of Fairhope reserves the rights to award one or more contracts based upon the amount of anticipated work needing to be done. Awards under this solicitation will be made to responsive, qualified, and responsible bidders giving consideration to bid price, expertise/experience of personnel comprising crew(s), type of equipment used, number of crews available from each bidder and administration costs.

8.17.2 Determination for the purposes of award shall be made on the basis of the most qualified bidder as it related to past performance, financial stability, mobilization, resources and pricing.

8.17.3 Prior to award, bidders may be required to provide evidence of responsibility and ability to timely perform the contract work. This may include the requirement to provide written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel designated by the Contractor(s) to be available for this contract.

8.18.0 OTHER CONSIDERATIONS

8.18.1 No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Project Officer. Under no circumstances shall the accumulation of brush, limbs, cut trunks/logs or other debris be allowed on a public right-of-way in such a manner as to result in a hazard to the public.

8.18.2 The selected Contractor(s) is legally responsible for damage to public and/or private property while performing the duties outlined in these specifications (See Insurance Requirements).

8.18.3 Any damage to public and/or private property shall be reported to the Project Officer immediately following its occurrence.

8.18.4 The selected Contractor(s) shall erect proper barricades, signs and warning devices as necessary, for sidewalk and traffic closure/control when doing on-street grinding or debris removal operations.

8.18.5 The Project Officer shall have the right to require the selected Contractor(s) to redo any work that is not done satisfactorily and in accordance with the specifications and/or standards stated.

8.18.6 Such work needing to be redone shall be performed promptly and at no additional cost to the City of Fairhope, either during, or after the expiration of the resulting agreement.

8.18.7 Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden. The Project Officer retains the authority to cease any and all contractor operations, which he deems unsafe.

8.18.8 The selected Contractor(s) is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of the selected Contractor(s), such property shall be restored by the Contractor(s) at his expense to a condition similar or equal to that existing before such damage or injury, or he/she shall repair such damage in a manner acceptable to the Project Officer.

8.18.9 Whenever electric or telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the selected Contractor(s), the proper authorities of the utilities involved, or property owner involved, shall be consulted by the selected Contractor(s) prior to performing any work activity and all requested reasonable precautions by any such authority or persons shall be complied with.

8.18.10 The selected Contractor(s) shall contact Alabama Line Locate, Riviera Utilities, and Fairhope Utilities, or others as necessary to determine the location of underground utilities (i.e. gas, electric, telephone, cable television) that may be impacted 48 hours before debris operations commence.

8.18.11 All motor vehicles and other major equipment used by the selected Contractor(s) to do work shall be clearly identified with the name of their company.

8.18.12 Safety of the Contractor(s)'s personnel and equipment is the responsibility of the Contractor(s). Additionally, the Contractor(s) shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.

8.18.13 The Contractor(s) shall be responsible for correcting any notices of violations issued as a result of the Contractor(s)'s actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City of Fairhope.

8.19.0 ENVIRONMENTAL DISASTER

- 8.19.1 The Contractor(s) shall be responsible for providing the City of Fairhope with planning, reporting, technical assistance and response to any environmental disaster, whether the cause be natural or manmade. Said environmental disaster, whether it be airborne, land based or waterborne, may or may not involve synonymous response to a disaster debris operation....this may be a response totally unrelated to a severe storm, hurricane or tornado.
- 8.19.2 The Contractor(s) shall submit to the City, included in their bid submission, a list of potential subcontractors and their professional qualifications, who would provide environmental remediation and services noted in Item 19.1.
- 8.19.3 The intent of this section is to engage the services of a Contractor(s) responding to either a manmade event...resulting in an environmental disaster or a natural disaster such as a severe storm, hurricane or tornado....resulting in an environmental disaster.