

## **SECIFICATIONS FOR BID #WG24-23**

The Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (sometimes referred to herein as “County”), is requesting Bids to provide Disaster Debris Removal and Disposal Services following an event.

The Baldwin County Commission’s contract will be for debris removal and disposal services in the unincorporated areas of Baldwin County, Alabama, unless otherwise approved by the Baldwin County Commission.

No bid may be withdrawn for a period of thirty (30) days following the bid opening, unless approved by the Baldwin County Commission.

### **PREPARATION OF BIDS**

Forms furnished, or copies thereof, shall be used in strict compliance with the requirements of the Invitation to Bid. These instructions and the general specifications for the Project are necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the proposed Contracts, including without limitation, local conditions, uncertainty of weather, quantities and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

### **BIDDER QUALIFICATIONS**

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

NOW, THEREFORE, the BALDWIN COUNTY COMMISSION is requesting proposals from contractors to provide services reasonably necessary to ensure prompt removal and disposal of debris resulting from a disaster event as follows:

The Baldwin County Commission is requesting proposals from experienced firms to enter into pre-event contracts with the Baldwin County Commission at no immediate cost to the County for the following services. Contractors shall provide clean-up, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the County, pursuant to separate contracts, in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public property.

The County intends that the successful bidder(s), herein after **Contractor**, shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce through either grinding vegetative debris into chips/mulch or through open burning/air curtain incineration into ash. The Baldwin County Commission will determine the method to be used based on environmental considerations. The bid specifications are comprised of the following components:

- Scope of Services: Attachment 1
- Bid Schedule: Attachment 2
- Equipment Rate Schedule: Attachment 3
- Stump Conversion Table: Attachment 4

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

- 1) Past experience setting up, managing, and operating a disaster debris reduction site. (Last three disaster-related jobs performed.)
- 2) A list of existing contracts with other Federal Agencies, States, Counties and Municipalities for similar work.
- 3) List of at least 3 references.
- 4) Certificates of insurance as required on page 33 and 34 of bid specifications.
- 5) List of company officials with contact numbers.
- 6) A letter from a minimum of one financial institution certifying the Contractor's ability to finance through current capital or credit capabilities a debris removal contract for an estimated one and half million cubic yards.
- 7) Attach a financial statement (**Balance Sheet, Profit and Loss Statement**) for the most recent fiscal year with the latest audited financial notes.
- 8) List of Equipment to provide evidence of responsibility and ability to timely perform the contract work. This will include written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel designated by the contractor to be available for this contract.
- 9) List of proposed subcontractors and equipment to be used.
- 10) List of any contracts that have been canceled prematurely within the past 15 years and the reason why they were canceled.
- 11) E-Verify affidavit.

NOTE: 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.

## ATTACHMENT 1

### SCOPE OF SERVICES FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

#### 1.0 GENERAL

- 1.1. The Baldwin County Commission is requesting bids from experienced firms to enter into pre-event contracts with the Baldwin County Commission at no immediate cost to the County for the following services. **Contractors** shall provide clean-up, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the County, or by its designated agent, in order to, without limitation, abate or mitigate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public property. **Contractors** shall remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, and areas for which the County has a legal responsibility to maintain. **Contractors** shall setup and operate Temporary Debris Management Sites in Baldwin County, Alabama immediately after a disaster.

All work under this contract shall conform with the requirements, regulations, standards and guidance established or promulgated by the Federal Emergency Management Agency (“FEMA”) and, to the extent applicable, by the Alabama emergency Management Agency (“AEMA”). FEMA’s Public Assistance Program and Policy Guide, Version 4, Effective June 1, 2020, is the most recent reference material and is accessible at the following link: [https://www.fema.gov/sites/default/files/documents/fema\\_pappg-v4-updated-links\\_policy\\_6-1-2020.pdf](https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf). **Contractors**, in performing all aspects of the work under this contract, shall conform to the effective version of the Public Assistance Program and Policy Guide (“PAPPG”), to the latest Disaster Assistance Policies, and to any other guidance issued by FEMA or AEMA in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.

As discussed more fully in Section 14.1 below, the **County** has entered into a Mutual Aid Agreement with The Solid Waste Disposal Authority of Baldwin County, Alabama, Inc. (the “Authority”) whereby the Authority will provide administrative aid to the **County**. All references herein to consent, direction, approval, or similar managerial authority by the **County** shall also include the agents of the County, which specifically includes the Authority. The Authority is not responsible for payment of any sums to the **Contractor** under this agreement or otherwise.

The work to be undertaken includes, but is not limited to:

- 1.2 **Emergency Road Clearance.** Removal of debris from the primary transportation routes as directed by the **County**.
- 1.3 **Debris Removal from Public Property.** Removal of debris from public rights of way and from beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
- 1.4 **Debris Removal from Private Property.** Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the **County**, will accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility for private property debris removal (“PPDR”).
- 1.5 **Residual Debris** that cannot be picked up by equipment shall be picked up and collected by hand and disposed of on a cubic yard basis in accordance with FEMA Recovery Policy RP9523.12.
- 1.6 **Debris Removal from Rights of Way (ROW) with FHWA Requirements.** Federal-Aid Requirements of the Federal Highway Administration’s Form FHWA-1273 titled “*Required Contract Provisions* –

*Federal-Aid Construction Contracts*” and FEMA Public Assistance 9500 Series, *“Debris Removal on Federal-Aid Highways”*, shall apply to all work performed by the **Contractor** or any of its Subcontractors.

### **1.7 Operation of Temporary Debris Management Site(s) (“TDMS”)**

The Contractor will prepare and maintain a sufficient number of TDMS facilities to accept and process all eligible storm debris. All TDMS must be preapproved by the **County** and must meet all local, state, and federal requirements, including without limitation ADEM and FEMA Public Assistance Program and Policy Guide, latest edition. Flood Plains, wetlands, and subdivision areas shall be avoided. Any TDMS must comply with the applicable Environmental Historic Preservation (“EHP”) requirements and the **Contractor** will adhere to the EHP review process. Preparation and maintenance of facilities shall include maintenance of the TDMS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the **County**. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, e-waste, vehicles and vessels, putrescible and hazardous waste.

**1.8 Debris Disposal:** Disposal of all eligible 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. **All debris shall be disposed in a Landfill maintained by The Solid Waste Disposal Authority of Baldwin County, Alabama, Inc, unless authorized by the Baldwin County Commission in writing.** The Contractor must have an account in good standing with The Solid Waste Disposal Authority of Baldwin County, Alabama, Inc. **Contractor** shall not dispose of any Hazardous Household Waste (“HHW”), which, for the purposes of this Agreement, shall include used oil, batteries, paint, aerosol spray cans, pesticides, antifreeze, fluorescent lightbulbs and propane tanks. Contractor shall setup a lined containment area and separate any HHW inadvertently delivered to a TDMS and will handle all HHW in accordance with applicable law and regulations, including, without limitation, those imposed by the Alabama Department of Environmental Regulation (“ADEM”).

**1.9 Removal of Hazardous Stumps.** The work under this Agreement shall consist of all labor, equipment, fuel and miscellaneous costs necessary to remove all stumps that are determined to be hazardous to public access or to pose an immediate threat, in accordance with FEMA guidelines, and as directed by the **County**, or by its agent(s). Stumps must be approved for removal by FEMA under FEMA guidelines and **Contractor** shall only remove stumps in accordance with the applicable FEMA guidelines and in accordance with Attachment IV, Stump Conversion Table. Documentation before, during and after stump removal must be according to FEMA 325 Guidelines, Hazardous Stump Policy.

**1.10 Removal of Hazardous Leaning Trees and Hanging Limbs.** The work under this Agreement shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all incident-damaged, damaged trees, broken limbs, and broken branches which are determined to be hazardous in accordance with applicable FEMA guidance.

**Broken Limb or Broken Branch Removal:**

Removal of broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that pose an immediate threat are eligible. An example is a broken limb or branch that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property.

FEMA does not fund removal of broken limbs or branches located on private property unless: The limbs or branches extend over the public ROW; The limbs or branches pose an immediate threat; and The hazard is removed from the public ROW (without entering private property).

Only the minimum cut necessary to remove the hazard is eligible. For example, cutting a branch at the trunk is ineligible if the threat can be eliminated by cutting it at the closest main branch junction.

#### Tree Removal

FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible. For contracted removal of a tree with a root-ball, FEMA will not reimburse two separate unit costs to remove the tree and its root-ball. For trees that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump after cutting the tree is ineligible.

**1.11 Documentation and Inspections:** Storm debris shall be subject to inspection by the County. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws. Contractor will provide the following in addition to debris removal:

- a. The **Contractor** must retain, and provide when requested, all of the following documentation to support the eligibility of contracted work to remove tree limbs, branches, stumps, or trees that are still in place:
  - i. Specifics of the immediate threat with the location (geographical coordinates in latitude, longitude) and photograph or video documentation that establishes the item is on public property (required, FEMA reviews a representative sample);
  - ii. Quantity removed (Note: If a contractor charged an individual price for each limb, tree, or stump removed, FEMA requires the diameter of each item removed. For stumps, the measurement must be 2 feet up the trunk from the ground. For trees, it must be 4.5 feet up from the ground.) (required);
  - iii. Quantity, location, and source of material to fill root-ball holes (required); and
  - iv. Equipment used to perform the work (required).
- b. Maintain documentation of recovery process
- c. Provide written and oral status as requested by the **County**
- d. Review documentation for accuracy and quantity
- e. Assist in preparation of claim documentation for FEMA reimbursement

These costs for the documentation and recovery process shall be included in the items in the pricing attachments. **Contractor** shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope. The Contractor will work closely with **County**, AEMA, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documentation is appropriately addressed.

The Contractor agrees to provide AEMA, **County**, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of the **Contractor** which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The **Contractor** agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The **Contractor** agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the **County** and the **Contractor** acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

- 1.12 White goods.** White goods will constitute items such as refrigerators, ranges, water heaters, air conditioners and other large household appliances.
- 1.13 Electronic Waste.** Electronic waste (or “e-waste”) shall be disposed of in accordance with local, state and federal law, standards and regulations. **Contractor** shall sequester or segregate electronic waste to ensure proper handling, documentation, and disposal.
- 1.14 General Hazardous Waste Abatement.** Abatement of hazardous waste identified by the **County** in accordance with all applicable Federal, State and local laws, standards and regulations.
- 1.15 Clean Fill Dirt.** The **Contractor** shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the **County**. This clean fill dirt shall be compacted as directed by the **County**.
- 1.16 Sand reclamation** shall consist of clearing, sifting and returning clean sand to the beach from public rights-of-way and private property using accesses designated by the **County**. No reclaimed sand shall be removed from private property without written consent from FEMA. In addition, the **Contractor** must also have a Right of Entry (ROE) permit before entering private property for sand reclamation. The **County** will obtain the Right of Entry permits and provide them to the **Contractor**. Additionally, the **Contractor** must have permits issued by the U.S. Fish and Wildlife Service or the **County**, to enter property which has been designated as Alabama Beach Mouse Habitat. The **Contractor** shall request any Right of Entry or Development Permit at least five working days in advance of the need for such permits.

**Contractor** shall reclaim and clean beach quality sand washed overland onto public property, including highway and street rights-of-way and onto private property, by loading, hauling, sifting and disposal of sifted debris as directed by the **County**. **Contractor** shall remove sand down to existing vegetation and no further and shall not remove gravel from driveways. Beach Mouse Exclusion Zones shall be marked by the **County**’s designated biologist on each lot and area designated for sand removal before **Contractor** removes any sand. Beach sand located in the rights-of-way will be removed, sifted to remove foreign materials, and returned to the beach as directed by the **County**. The **County** will account for the cubic yards of debris laden sand hauled to sifter using Load Tickets. Sand contaminated with chemicals, gasoline, oils, or other solvents shall be separated, contained by the **Contractor** and transported to the appropriate Hazmat Disposal Site, as directed by the **County**. Sifters shall be tracked, self-propelled machines capable of moving on the beach from site to site and shall be equipped with 1/8” stainless steel slotted screens as the final screening device in each sifter. Each sifter shall be capable of sifting a minimum of 250 cubic yards per hour under normal operating conditions, as determined by the **County**. The disposal cost of debris separated from reclaimed sand shall be included in the unit price per cubic yard for Vegetative and C&D Debris Removal.

Sifted sand will be collected at the sifter, evenly distributed along the beach and shaped to match the pre-disaster beach profile. The **County** will account for the cubic yards of sand hauled to beach from the sifter using Load Tickets. A survey of the pre-disaster beach profile will be provided by the **County**. The **County** will provide daily before and after sand placement surveys to verify that the **Contractor** has met the pre-disaster beach profile. The **Contractor** shall not move to another designated work area until receiving approval from the **County**. All labor, materials, and equipment necessary to collect sifted sand, haul it, spread and shape to pre-disaster profile shall be included in the cost per cubic yard.

The restoration on the rights-of-way to a reasonably undamaged, clean condition shall be accomplished through raking of the rights-of-way and shall be paid for on a cost per acre basis. The disposal cost of raked debris shall be included in the unit price per acre. The **County** shall determine which areas shall be raked.

The **Contractor** shall remove medium to large sized debris from the beach using beach rake capable of raking to a depth of 24” with a maximum tine spacing of 12” on center as directed by the **County**. The

**Contractor** shall be paid on cost per acre and shall include all labor, materials, equipment and disposal of raked debris in the unit price per acre.

The **Contractor** shall remove small sized debris from the beach using a tractor-towed (or equivalent) beach sifter capable of sifting to a depth of 8" with a maximum screen size of 3/8" as directed by the **County**. The **Contractor** shall be paid on cost per acre and shall include all labor, materials, equipment and disposal of sifted debris in the unit price per acre.

**1.17 Debris Load Tickets.** Electronic ticketing (Automated Debris Management System) will be utilized to track debris loads. Each ticket will contain the following information:

Ticket Number;  
Date;  
Contractor Name;  
Truck Number;  
Certified Load Quantity;  
Dump Arrival Time;  
Debris Classification; and  
Debris Quantity.

Load Tickets will be issued to a vehicle operator upon arrival at the dumpsite. The **County** or its debris monitoring contractor will keep one copy of the ticket and give two copies to the vehicle operator and one to the landfill operator.

**1.18. Reporting.** The County or its debris monitoring contractor will prepare a daily report at the end of each day for 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;  
Daily and cumulative totals of sand debris removed from ROW and public property;  
Daily and cumulative totals of ROW sand sifted and spread;  
Daily and cumulative totals of private property sand hauled to a sifter or the beach; and  
Daily and cumulative totals of private property sand sifted and spread.

The County or its debris monitoring contractor will provide these reports to the Contractor on a daily basis. Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

**1.19 Documentation and Recovery Process:** Contractor will provide the following in addition to debris removal:

- 1 Recovery process documentation- create plan of action;
- 2 Maintain documentation of recovery process;
- 3 Provide written and oral status as requested by the County;
- 4 Review documentation for accuracy and quantity; and
- 5 Assist in preparation of claim documentation.

These costs, for the documentation and recovery process, shall be included in the items in the pricing attachments. **Contractors** shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

**1.20 Debris Clearance Completion.** Maximum allowable time for debris clearance completion will be ninety (90) calendar days, unless the **County** 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.

#### **1.21 Contract Work Hours and Safety Standards.**

- a. 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.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore 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 (a) of this section, in the sum of \$26 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 (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The **County** 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 the **Contractor** or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The **Contractor** or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The **Contractor** shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

**1.22 Breach of Contract.** The **County**, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Contract. The **Contractor** agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Contract and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

**1.23 Termination of Contract.** This Contract may be terminated by the **Contractor** upon thirty (30) days prior written notice to the **County** in the event of substantial failure by the **County** to perform in accordance with the terms of the contract through no fault of the **Contractor**. This contract may also be terminated by the **County** 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 **County** satisfaction through the date of termination.

**1.24 Solid Waste Act.** **Contractor** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**1.25 Anti-Lobbying:** **Contractors** who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**1.26. Changes or Modifications.** No contract changes or modifications can be made without the written consent of both parties.

**1.27 No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**1.28 False Claims.** The **Contractor** acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the **Contractor's** actions pertaining to this contract.

**1.29 Conflict of Interest.** **Contractor** has an obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to the **County**. These examples are not exhaustive and only include some of the more clear-cut examples:

- a. **Contractor** must disclose to the **County** any employee relationship to avoid a conflict of interest
- b. **Contractor** should not engage in, directly or indirectly, any conduct which is disloyal, disruptive, competitive, or damaging to the **County**.
- c. **Contractor** will not accept full-time, part-time, or temporary employment with any **County** employee
- d. **County** employees will not accept gifts from a person or firm doing, or seeking to do, business with the **County**

**1.30 Equal Employment Opportunity.** 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- e. 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.
- f. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g. 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.
- h. 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.
- i. 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 1.31 Clean Air Act.** The **Contractor** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the **County** and understands and agrees that the **County** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The **Contractor** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 1.32 Federal Water Pollution Control Act.** The **Contractor** agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the **County** and understands and agrees that the **County** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The **Contractor** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 1.33 Suspension and Disbarment.** To the extent this Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the **Contractor** is required to verify that none of the **Contractor's** principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The **Contractor** must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by **County**. If it is later determined that the **Contractor** did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to **County**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 1.34 Department of Homeland Security (DHS) Seal, Logos, Flags.** Contractor must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials.
- 1.35 Compliance with Federal Laws, Regulations and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The **Contractor** will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 1.36 Compliance with Beason-Hammon Act.** **Contractor** agrees to comply with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act,” Act No. 2011-535, Alabama Code (1975) § 31-13-1, et seq. and agrees to enroll in the E-Verify program.

## **2.0 SPECIAL PROVISION FOR DISASTER DEBRIS REMOVAL OPERATIONS.**

- 2.1 For the purpose of this contract and the activities generated by this contract, the term “rights-of-way” shall mean the traveled way and the area immediately adjacent (left and right) to the traveled roadway of all identified public access roads within the specified collection debris pickup zones, as well as private roads as authorized by § 45-2-140, *Code of Alabama* (1975), and in accordance with FEMA Disaster Assistance Policy DAP 9523.13 when approved by the **County**. **Contractor** will *not* remove storm debris outside the obvious right-of-way.
- 2.2 All debris removal work will be performed in accordance with the Scope of Work above and the applicable FEMA guidance. To the extent there is a conflict between the specific, technical requirements of this Agreement and the applicable FEMA guidance, **Contractor** will follow FEMA guidance. In performing the debris removal work, **Contractor** shall maximize the recovery of reimbursable expenses. The **Contractor** will *not* trim "hangers" or cut down any leaning trees and stumps under this contract without the express consent of the **County** or its agent.
- 2.3 The **Contractor** shall exercise care so as not to generate litter during the removal process. The **Contractor** shall clean up loose material in the rights-of-way. The **Contractor** shall be responsible for the repair of any collateral damages caused to private or public property.
- 2.4 The **County** reserves the right to direct the **Contractor** to, and **Contractors** shall, return and re-service designated locations within the pickup zone(s) at the same price per cubic yard rate as specified in the bid schedule.
- 2.5 **Equipment Signage.** Prior to commencing operations, the **Contractor** and all of Contractor’s subcontractors shall affix to each piece of equipment, signs or markings indicating, respectively, the Contractor’s and all such subcontractor’s names 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.
- 2.6 The **County** desires that the **Contractor** 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. The use of hand loading trucks and/or trailers is prohibited except for the final cleanup where mechanical loading is not feasible.
- 2.7 The **Contractor** shall notify the **County** 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. **Contractor** is responsible for repairs to any damage to public or private property.
- 2.8 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 **County**.
- 2.9 Municipal Solid Waste (“MSW”) materials will not be removed from the rights-of-way under this contract, without the expressed consent of the **County**.
- 2.10 The **Contractor** will pay tipping fee at final disposal site(s) and back charge **County** at cost.

### **3.0 SPECIAL PROVISIONS FOR DISASTER DEBRIS DISPOSAL OPERATIONS**

- 3.1 The County intent is that, without limitation, the successful bidder(s), herein after **Contractor**, shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce through either grinding vegetative debris into chips/mulch or through open burning/air curtain incineration into ash. The County will determine the method to be used based on environmental considerations.
- 3.2 Inspection Tower: The **Contractor** shall construct and maintain inspection tower(s) at all debris disposal sites. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads at no cost to the county.
- 3.3 The **Contractor** shall make provisions for portable sanitary facilities to be provided and maintained at all inspection towers.
- 3.4 The **Contractor** will provide potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials or equipment deemed necessary to operate the TDMSs.
- 3.5 **Contractor** shall be responsible for establishing site layout for TDMSs.
- 3.6 **Contractor** will be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures at all TDMSs. The **Contractor** shall comply with all Federal, state, and local safety regulations.
- 3.7 Upon completion of the debris reduction process, the **Contractor** will clear the site of all mulch and non-burnable debris and restore the site to as near its pre-use condition as practical. A final environmental site evaluation shall be conducted, similar to the baseline study, to confirm that the site has been returned to its pre-activity state.
- 3.8 The **Contractor** 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.
- 3.9 Site Considerations.
  - 3.9.1 Debris Management Site Plan. The **Contractor** will provide a site operation plan for review and approval by the Baldwin County Commission prior to beginning work. At a minimum, the plan will address the following:
    - Access to site
    - Shall acquire and pay expenses and costs for acquisition of site under Land Lease Agreement
    - Site management, to include point-of-contact, organizational chart, etc.
    - Traffic control procedures
    - Site security
    - Site safety
    - Site layout/segregation plan
    - Baseline Environmental Evaluation
    - Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
    - Environmental Historic Preservation/EHP requirements and review process.
  - 3.9.2 Site Preparation. The **Contractor** 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.

- 3.9.3 Utilities and Sanitation Facilities. The **Contractor** shall provide utility clearances and sanitation facilities, if needed. The Contractor shall protect existing structures at the sites and repair any damage caused by his operations at no additional cost to the Baldwin County Commission.
- 3.9.4 Site Security. The **Contractor** shall be responsible for installing site security measures and maintaining security for operations at the site.
- 3.9.5 Fire Protection. The **Contractor** shall manage the site to minimize the risk of fire.
- 3.9.6 Traffic Control. The **Contractor** shall be responsible for control of pedestrian and vehicular traffic in the work area. **Contractor** 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.
- 3.9.7 Debris Disposal. The **Contractor** must remove or arrange for the removal and final disposal of all debris brought to the debris reduction site. The **Contractor** shall be considered the owner of all debris brought to the vegetative debris volume reduction site.
- 3.9.8 Site Closure. The **Contractor** shall be responsible for the closure of all TDMS within 30 calendar days of notice from **County** of completion of all recovery and delivery activities hereunder. 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. A final environmental site evaluation shall be conducted, similar to the baseline study, to confirm that the site has been returned to its pre-activity state. The site will be restored in accordance with all local, state, Federal and FEMA requirements as directed in FEMA Public Assistance Program and Policy Guide. The **Contractor** is responsible for the proper disposal of non-burnable debris and wood chips. The **Contractor** shall receive approval from the **County** as to the final acceptance of a site closure.
- 3.10 Site Damage. **Contractor** agrees to take all reasonable and necessary precautions to prevent harm to any TDMS. **Contractor** bears sole responsibility for all damage Contractor causes to any TDMS and agrees to promptly repair the damage or pay for repair of the same.

#### **4.0 EQUIPMENT USE**

- 4.1 The **Contractor** shall provide all equipment necessary for the performance of the services required herein. All equipment repairs, operating costs and mobilization shall be the responsibility of the **Contractor**.
- 4.2 All equipment must be in compliance with bid specifications and all applicable Federal, state, and local rules and regulations.
- 4.3 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** shall not solicit or perform 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** mix debris hauled or processed for others with debris hauled or processed under this contract.
- 4.4 No debris will be allowed to accumulate or be stored on adjacent private property at any time, unless **Contractor** obtains prior approval from **County**.

#### **5.0 PAYMENT**

This contract payment schedule governs unless FEMA Regulations differ, at which time the latest FEMA regulations override said specifications in this contract. To maintain uniformity, the **County** or its agent shall establish a billing cycle, to which the **Contractor** agrees to adhere for the submission of all invoices. The billing increments established will be dictated by the necessities of the disaster. The billing cycle is intended to simplify administration and has no bearing on the date on which **Contractor** is due to be paid by **County**.

- 5.1 Compensation will be based on completed load tickets for eligible debris administered and validated by the Baldwin County Commission's monitors based on the **Contractors** unit price hauled from the rights-of-way and/or improved public property.
- 5.2 Hauling of vegetative debris and /or C&D debris from rights-of-way and/or improved public property to a TDMS 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, 31-60 one-way miles and + 60 one-way miles). The one-way mileage will be determined by the **County**. Payment will be based on the quantity of eligible debris, in cubic yards, recorded on the load ticket verified by the **County's** disposal site monitor.
- 5.3 Hauling reduced vegetative debris and/or C&D debris from a TDMS 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, 16-30 one-way miles, 31-60 one-way miles or + 60 one-way miles). The one-way mileage will be determined by the Baldwin County Commission. Payment will be based on the quantity of eligible debris, in cubic yards, recorded on the load ticket verified by the Baldwin County Commission's disposal site monitor.
- 5.4 Electronic waste: Payment for this item shall be for the collection and disposal of common electronic devices such as televisions, computers, DVD players, VCR's, telephones, cell phones, copy machines, stereo equipment, video game consoles and other similar devices. Disposal shall be in accordance with all applicable state, federal, and local laws.
- 5.5 Payment for eligible stumps shall follow FEMA Public Assistance Program and Policy Guide, latest edition. Stumps less than or equal to 24 inches in diameter (measured 24 inches up from where the tree originally exited the ground), will be considered vegetative debris. Removal and disposal of these stumps using the same methods as other vegetative debris applying Attachment 4, Stump Conversion Table.
- 5.6 Debris Management Site Supervision: Debris volume reduction site operations will be paid based on the total cubic yards of eligible debris that are delivered to the volume reduction site for processing and disposal as recorded on load ticket validated by the County disposal site monitor.
- 5.7 Hazardous Trees and Limbs: For purposes herein, "hangers" shall mean tree limbs two inches or greater in diameter at the point of breakage and meeting the criteria set forth in FEMA Public Assistance Program and Policy Guide and pose an immediate threat to public health and safety in the discretion of the County. Leaning trees shall be greater than 6 inches in diameter (measured 4.5 feet above ground) and meet the criteria set forth in FEMA Public Assistance Program and Policy Guide, latest edition, and pose an immediate threat to public health and safety in the discretion of the County. All hazardous tree and limb removals shall be handled in accordance with FEMA Public Assistance Program and Policy Guide. The resulting vegetative debris shall be paid for under the appropriate pay item.
- 5.8 Stump Fill dirt: Dirt as approved by Baldwin County Commission or its designee
- 5.9 Vehicle Removal: Payment for this item shall include loading, removal, disposal, and determination of ownership and all other work associated to remove a vehicle from the Right of Way of Baldwin County or improved public property.

- 5.10 Vessel Removal (Land only): Payment for this item shall include recovery, loading, and determination of ownership and all other work associated to remove a vessel from the Right of Way of Baldwin County or improved public property.
- 5.11 White Goods: Payment for this item shall include the cost to remove and dispose of eligible white goods in compliance with all applicable state, federal, and local laws. White goods are defined as appliances such as air conditioners, refrigerators, freezers, stoves, washers, dryers, hot water heaters, dishwashers, etc.
- 5.12 Freon Management: Payment for this item shall include the cost to appropriately capture and dispose of the Freon in accordance with all applicable state, federal, and local laws.

## **6.0 Contract Termination**

- 6.1 The Baldwin County Commission shall have the right to terminate their contract or a part thereof at any time, in the event:
  - 6.1.1 Circumstances arise making it desirable in the public interest to void the contract.
  - 6.1.2 The **Contractor** is not adequately complying with the specifications.
  - 6.1.3 Proper techniques are not being followed by **Contractor**.
  - 6.1.4 The **Contractor** refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity.
  - 6.1.5 The **Contractor**, in the judgment of the **County**, is unnecessarily or willfully delaying the performance and completion of the work.
  - 6.1.6 The **Contractor** refuses to proceed with work when and as directed by the **County**.
  - 6.1.7 The **Contractor** abandons the work.
  - 6.1.8 The **Contractor** employs **any** subcontractor on the Federal debarred listing.
  - 6.1.9 This Contract may be terminated by the **County** without cause upon written notice to the **Contractor**.

## **7.0 Excluded items in this contract**

- 7.1 Municipal Solid Waste (MSW). The following items are examples of MSW material:
  - Any solid waste including garbage (putrescible animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and excepting such materials that may be serviced by garbage grinders and handled as household sewage) and trash derived from households, including, but not limited to, single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, parks, campgrounds, picnic grounds, and day-use recreation areas.

## **8.0 PERFORMANCE SCHEDULE**

- 8.1 At the **County's** request, the apparent responsible bidder(s) will meet with the **County** to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.
- 8.2 The **Contractor** shall begin preparation for mobilization immediately after Notice to Proceed and be operational within 48 hours after Notice to Proceed.
- 8.3 The **Contractor** is required to grind a minimum of 200 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 96 hours after receipt of Notice to Proceed.
- 8.4 All work, including environmental evaluation and site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the **County** that all pickup and delivery of debris has



been completed, unless the **County** 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

- 8.5 Unless directed otherwise by the **County**, the **Contractor** 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 day-light hours, 7 days per week.

## **9.0 CONTRACTOR PETROLEUM, OIL, LUBRICANT (POL) SPILLS**

- 9.1 The **Contractor** shall be responsible for immediately reporting to the **County**, and cleaning up all petroleum, oil or lubricant (POL) spills caused by the **Contractor's** operations at no additional cost to the **County**. **Contractor** shall be responsible for, and shall hold **County** harmless from and against, all related costs of containment, clean up, claims, and regulatory fines and penalties.

## **10.0 OTHER CONSIDERATIONS**

- 10.1 The **Contractor** shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the **Contractors** 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 the contracts.
- 10.2 The **Contractor** must be duly licensed in accordance with the State of Alabama statutory and regulatory requirements to perform the work. The **Contractor** shall obtain all permits necessary to complete the work. The **Contractor** shall be responsible for determining what permits are necessary to perform under the contracts. Copies of all permits shall be submitted to the Baldwin County Commission.
- 10.3 The **Contractor** 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 Baldwin County Commission.
- 10.4 The **Contractor** 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 Baldwin County Commission 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**, his/her Subcontractors, or any other persons, corporations or legal entities retained by the **Contractor** under the contracts.
- 10.5 Meetings. The **Contractor** must attend any and all meetings required by the **County**.
- 10.6 Quality Assurance. The **Contractor** must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements of the contracts.
- 10.7 No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the **County**. Under no circumstances shall the **Contractor** cause or allow the accumulation of brush, limbs, cut trunks/logs or other debris on a right-of-way in such a manner as to result in a hazard to the public.
- 10.8 The selected **Contractor** is legally responsible for damage to public and/or private property, and injury (including death) to persons, while performing the duties outlined in these specifications (See Insurance Requirements herein).

- 10.9 Any damage to public and/or private property, or injury (including death) to persons, shall be reported to the **County** immediately following its occurrence.
- 10.10 The selected **Contractor** shall erect proper barricades, signs, and warning devices as necessary, for sidewalk and traffic closure/control when doing debris removal operations.
- 10.11 The **County** shall have the right to require the selected **Contractor** to redo any work that is not done satisfactorily and in accordance with the specifications and/or standards stated.
- 10.12 Such work needing to be redone shall be performed promptly and at no additional cost to the **County**.
- 10.13 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.
- 10.14 The selected **Contractor** 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**, such property shall be restored by the **Contractor**, or Contractor shall cause such restoration to be done, 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 **County**.
- 10.15 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**, the proper authorities of the utilities involved, or property owner involved, shall be consulted by the selected **Contractor** prior to performing any work activity and all requested reasonable precautions by any such authority or persons shall be complied with.
- 10.16 The selected **Contractor** shall contact all Utilities, to determine the location of underground utilities (i.e. gas, electric, telephone, cable television) that may be impacted 48 hours before commencement of related debris operations.
- 10.17 All motor vehicles and other major equipment used by the selected **Contractor** to do work shall be clearly identified with the name of their company.
- 10.18 Safety of the **Contractors** 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.
- 10.19 The **Contractor** shall be responsible for correcting any notices of violations issued as a result of the **Contractors** actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the **County**.

## **11.0 CONTRACT AWARD**

- 11.1 The **County** reserves the right 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, and number of crews available from each bidder, past performance and financial stability.

11.2 Determination for the purposes of award shall be made on the basis of, without limitation, the most qualified bidder as it related to Past Performance, Financial Stability and Pricing. A selection committee of Baldwin County staff will evaluate the bid proposals and rate them on a 1 to 5 scale for (past performance and financial stability) and 1to10 scale for (pricing) with one (1) – Low Ranking and a ten (10) – High Ranking. The selection criteria will hold the following weights:

Bid Price – 40%, Past Performance – 30%, Financial Stability – 30%

**Bid Price** will be evaluated on estimated quantities and ranked based on Total Price as shown above:

SCALE	1	2	3	4	5	6	7	8	9	10
	High Price								Lowest Price	

**Past Performance** will be evaluated based on past experience with large debris removal and disposal services projects on the following Scale:

SCALE	1	2	3	4	5
	No Experience with Large Volume Debris Project (2,000,000 veg. CY)		Some Experience with Large Volume Debris Projects (2,000,000 veg. CY)		A lot of Experience with Large Volume Debris Projects (2,000,000 veg. CY)

**Financial Stability** will be evaluated based on the current credit capabilities of the bidder along with a copy of your current financial statement (Balance Sheet, Profit and Loss Statement) for the most recent fiscal year with the latest audited financial notes.

SCALE	1	2	3	4	5	6	7	8	9	10
	0-10 Million Dollars		10-50 Million Dollars		50-75 Million Dollar		> 75 Million Dollars			

11.3 Prior to award, bidders shall be required to provide evidence of responsibility and ability to timely perform the contract work. This will 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** to be available for this contract.

11.4 A list of required documents to be submitted with the bid schedule can be found on page 2 and page 48 of this package.

## 12.0 ADMINISTRATOR

12.1 The **County** or their designee will be the Contract Administrators for the contracts.

## 13.0 STANDARDS OF PERFORMANCE

### 13.1 **Contractor Representative:**

The **Contractor** shall have a knowledgeable and responsible Representative report to the **County's** designated Contract Representative within 24 hours following the execution of this Contract. The **Contractor** Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the **Contractors** General Operations Plan. If requested by the **County**, a Contractor Representative

may be required to be present at the Emergency Operations Center (EOC) prior to the anticipated landfall of a storm event.

**13.2 Mobilization Schedule:**

When the written Notice to Proceed has been received by the **Contractor** and/or the on-site **Contractor** Representative, the **Contractor** shall mobilize a minimum of 50% of the required resources within 48 hours of receipt and 100% of the required resources within 96 hours of receipt to commence and conduct these contracted services.

**13.3 Payment and Performance Bonds:**

**Contractor** shall provide payment and performance bonds upon activation of the contracts. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**13.4 Time to Complete:**

The **Contractor** shall complete all directed work as set out herein. An estimated time for completion will be determined once extent of damage has been determined and in accordance with the Contract.

**13.5 Completion of Work:**

The **Contractor** shall be responsible for removal of all debris up to the point where remaining debris can only, in the discretion of **County**, be described as storm litter and additional collection can only be accomplished by the use of hand labor. Debris Operations using hand loaded trucks and trailers shall be done in accordance with FEMA Public Assistance Program and Policy Guide, latest edition.

**13.6 Extensions (optional):**

In as much as this is a “time is of the essence” based Contract the commencement of contracted services will be as set out in Section 8.0. If the completion of this Contract is delayed by actions of the **County**, then and in such event, the time of completion of the Contracts shall be extended for such additional time within which to complete the performance of the Contracts as is required by such delay. The Contracts may be extended by mutual consent of both the **County** and the **Contractor** for reasons of additional time, additional services and/or additional areas of work.

**13.7 Term of Contract:**

A twenty-four (24) month contract will be established to begin on the date that the County makes the award with an option to extend for one twelve (12) month period, or until such time that a new contract can be bid and awarded. Any additional extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of the County and the Contractor no later than thirty (30) days prior to the expiration of the original contracts.

**14.0 GENERAL RESPONSIBILITIES**

**14.1 Other Agreements:**

The **County** may be required to enter into agreements with Federal, State and/or local agencies for disaster relief. The **Contractor** agrees to be bound by the terms and conditions of such agreements. The **County** has entered into a Mutual Aid Agreement (“MAA”) with The Solid Waste Disposal Authority of Baldwin County, Alabama, Inc. (the “Authority”) whereby the Authority will provide administrative aid to the **County**. Specifically, upon written request by the **County** pursuant to the MAA, the Authority shall provide contract administration and grant management services related to the removal of disaster-related debris from the areas of Baldwin County for which the Baldwin County Commission is legally responsible. The Authority is the designated agent of the **County** for these purposes and the **Contractor** agrees to treat the Authority as such, including by cooperating with the Authority in contract administration and grant management services.

**14.2 County Obligations:**

The **County** shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed. A representative will be designated by the **County** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice to Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

**14.3 Conduct of Work:**

The **Contractor** shall be responsible for planning and conducting all operations in a professional, satisfactory workmanship manner. The **Contractor** shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with the Alabama Code of Ethics.

**14.4 Supervision:**

The **Contractor** will supervise and/or direct all contracted services. The **Contractor** is solely responsible for the means, methods, techniques, safety program and procedures. The **Contractor** will employ and maintain on all work sites a qualified supervisor who shall have full authority to act on behalf of the **Contractor** and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the **Contractor**.

**14.5 Damages:**

The **Contractor** shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. **Contractor** shall also be responsible for any damages due to the negligence of its employees and subcontractors.

**14.6 Other Contractor:**

The **Contractor** shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. **Contractor** shall strive to coordinate recovery activities with other contractors to the extent practicable. Contractor expressly agrees to cooperate with the Authority and any debris monitoring contractor(s) working on behalf of the **County**.

**14.7 Ownership of Debris:**

All debris shall become the property of the **Contractor** for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods, electronic waste, vessels, vehicles and freon.

**15.0 GENERAL TERMS AND CONDITIONS**

**15.1 Geographic Assignment:**

The geographic boundary for work by the **Contractors** crews shall be as directed by the **County** and will be limited generally to their respective legal boundaries.

**15.2 Scheduled Passes:**

The **Contractor** shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

The **County** shall dictate and advertise the Final Pass in accordance with FEMA guidelines. The **Contractor** agrees to adhere to all scheduled passes and the Final Pass as determined by the **County**.

**15.3 Operation of Equipment:**

The **Contractor** shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW, unless otherwise directed by the **County**.

**15.4 Certification of Load Carrying Capacity:**

Prior to any vehicle being placed in service for purposes herein, the **Contractor** and all of its subcontractors shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and **Contractor** Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

**15.5 Vehicle Information:**

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a **Contractor** approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

**15.6 Security of Debris during Hauling:**

The **Contractor** shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the **Contractor** shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As reasonably necessary, the **Contractor** will survey the primary routes used by the **Contractor** and recover fallen or blown debris from the roadway(s).

**15.7 Traffic Control:**

The **Contractor** shall mitigate impact on local traffic conditions to all extents possible. The **Contractor** is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The **Contractor** shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the **County** and is coordinated with appropriate departments. Traffic control is the responsibility of the **Contractor** and shall be accomplished with all traffic codes.

**15.8 Workdays/Hours:**

The **Contractor** may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 18

hours a day, seven days per week. Adjustments to workdays and/or work hours shall be as directed by the **County** following consultation and notification to the **Contractor**.

**15.9 Stumps:**

All hazardous/eligible incident damaged stumps will be identified, documented, extracted, loaded, transported and disposed of or ground in accordance with FEMA Public Assistance Program and Policy Guide, latest edition.

**15.10 Tree Removal:**

All hazardous/eligible incident damaged trees shall be addressed in accordance with FEMA Public Assistance Program and Policy Guide, latest edition. For trees that have 50 percent or more of the root-ball exposed, the tree and root-ball shall be removed as one unit. Removal of a tree with root-ball shall be paid for as one pay item and shall not be paid for using two separate unit costs.

**15.11 Utilizing Local Resources:**

The **Contractor** shall, to every extent possible, give priority to utilizing resources within the **County**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

**15.12 Work Safety:**

The **Contractor** shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The **Contractor** will provide such safety equipment, training and supervision as may be required by the **County** and all applicable laws, rules and regulations. The **Contractor** shall ensure that its subcontracts contain a similar safety provision.

**15.13 Inspection and Testing:**

All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

**15.14** The term “**Government**” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

**16.0 REPORTS, CERTIFICATIONS and DOCUMENTATION**

**16.1 Accountable Debris Load Forms:**

The **County** or its monitoring contractor reserves the right to use an electronic ticket accounting system. If any additional cost to the contractor is incurred, that cost will be equitably negotiated by both the County and the Contractor.

If the **County** does not choose to use an electronic ticket accounting system, it will provide a serialized debris reporting ticket(s) that will serve as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

**16.2 Reports:**

The **Contractor** shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

**16.2.1 Daily Reports:**

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The **Contractor** will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the **Contractors** operations.

**16.2.2 Weekly Summaries:**

A summary of all information contained in daily reports in a format required by the **County**.

**16.2.3 Report(s) Delivery:**

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the **Contractor**.

**16.2.4 Final Project Closeout:**

Upon final inspection and/or closeout of the project by the **County**, the **Contractor** shall prepare and submit a detailed description of all debris management activities to include, but not limited to, the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and any other governmental agency.

Subject to the terms of the Contract, final payment shall be made as follows:

The Contractor, immediately after the completion of the contract for **each event**, shall give notice of said completion by an advertisement in some newspaper of general circulation within the city or county, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. A five (5%) retainage shall be withheld and shall be released after expiration of 30 days after the completion of the required advertisement.

**16.3 Additional Supporting Documentation:**

The **Contractor** shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

**16.4 Report Maintenance:**

**Contractor** will be subject to audit by federal, state and local agencies pursuant to this Contract. The **Contractor** will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than five (5) years.

**16.5 Contract File Maintenance:**

The **Contractor** will maintain the Contracts and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**.



17.0 UNIT PRICES and PAYMENTS

DEBRIS REMOVAL AND DISPOSAL

Item	Description of Service	**Estimated Quantities	Unit	Unit Price
1	Remove Vegetative Debris from Public Property ( <b>Right-of-Way</b> ) and Hauling to Debris Management Site 0-15 one-way miles	600,000	CY	
2	Remove Vegetative Debris from Public Property ( <b>Right-of-Way</b> ) and Hauling to Debris Management Site 16-30 one-way miles	600,000	CY	
3	Remove Vegetative Debris from Public Property ( <b>Right-of-Way</b> ) and Hauling to Debris Management Site 31-60 one-way miles	300,000	CY	
4	Remove Vegetative Debris from Public Property ( <b>Right-of-Way</b> ) and Hauling to Debris Management Site +60 one-way miles	100,000	CY	
5	Remove C&D Debris from Public Property ( <b>Right-of-Way</b> ) and Hauling to Debris Management Site 0-15 one-way miles	200,000	CY	
6	Remove C&D Debris from Public Property ( <b>Right-of-Way</b> ) and Hauling to Debris Management Site 16-30 one-way miles	200,000	CY	
7	Remove C&D Debris from Public Property ( <b>Right-of-Way</b> ) and Hauling to Debris Management Site 31-60 one-way miles	100,000	CY	
8	Remove C&D Debris from Public Property ( <b>Right-of-Way</b> ) and Hauling to Debris Management Site +60 one-way miles	50,000	CY	
9	Remove Vegetative Debris from Public Property ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> ) and Hauling to Debris Management Site 0-15 one-way miles	10,000	CY	
10	Remove Vegetative Debris from Public Property ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> ) and Hauling to Debris Management Site 16-30 one-way miles	10,000	CY	
11	Remove Vegetative Debris from Public Property ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> ) and Hauling to Debris Management Site 31-60 one-way miles	10,000	CY	

12	Remove Vegetative Debris from Public Property ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> ) and Hauling to Debris Management Site +60 one-way miles	10,000	CY	
13	Remove C&D Debris from Public Property ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> ) and Hauling to Debris Management Site 0-15 one-way miles	5,000	CY	
14	Remove C&D Debris from Public Property ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> ) and Hauling to Debris Management Site 16-30 one-way miles	5,000	CY	
15	Remove C&D Debris from Public Property ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> ) and Hauling to Debris Management Site 31-60 one-way miles	5,000	CY	
16	Remove C&D Debris from Public Property ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> ) and Hauling to Debris Management Site +60 one-way miles	5,000	CY	
17	Haul Reduced Debris from Debris Management Site to Final Disposal Site 0-15 one-way miles	150,000	CY	
18	Haul Reduced Debris from Debris Management Site to Final Disposal Site 16-30 one-way miles	150,000	CY	
19	Haul Reduced Debris from Debris Management Site to Final Disposal Site 31-60 one-way miles	50,000	CY	
20	Haul Reduced Debris from Debris Management Site to Final Disposal Site +60 one-way miles	50,000	CY	
21	Debris Management Site Supervision	1,500,000	CY	
22	Processing (Grinding or Compaction of) of Vegetative Debris at TDMS	1,500,000	CY	
23	Processing (Grinding or Compaction of) of C&D/Mixed Debris at TDMS	100,000	CY	
24	Processing (Open Burning) of Debris at TDMS	100,000	CY	
25	Processing (Burning) of Debris at TDMS using Air Curtain Incinerators	100,000	CY	

26	Hazardous Tree removal 6"-12" trunk diameter ( <b>Right-of-Way</b> )	1,000	EACH	
27	Hazardous Tree removal 6"-12" trunk diameter ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> )	50	EACH	
28	Hazardous Tree removal 6"-12" trunk diameter with root-ball attached ( <b>Right-of-Way</b> )	1,000	EACH	
29	Hazardous Tree removal 6"-12" trunk diameter with root-ball attached ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> )	50	EACH	
30	Hazardous Tree removal 13"-24" trunk diameter ( <b>Right-of-Way</b> )	1,000	EACH	
31	Hazardous Tree removal 13"-24" trunk diameter ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> )	50	EACH	
32	Hazardous Tree removal 13"-24" trunk diameter with root-ball attached ( <b>Right-of-Way</b> )	1,000	EACH	
33	Hazardous Tree removal 13"-24" trunk diameter with root-ball attached ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> )	50	EACH	
34	Hazardous Tree removal 25"-36" trunk diameter ( <b>Right-of-Way</b> )	1,000	EACH	
35	Hazardous Tree removal 25"-36" trunk diameter ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> )	50	EACH	
36	Hazardous Tree removal 25"-36" trunk diameter with root-ball attached ( <b>Right-of-Way</b> )	1,000	EACH	
37	Hazardous Tree removal 25"-36" trunk diameter with root-ball attached ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> )	50	EACH	
38	Hazardous Tree removal 37"-48" trunk diameter ( <b>Right-of-Way</b> )	500	EACH	
39	Hazardous Tree removal 37"-48" trunk diameter ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> )	50	EACH	
40	Hazardous Tree removal 37"-48" trunk diameter with root-ball attached ( <b>Right-of-Way</b> )	500	EACH	
41	Hazardous Tree removal 37"-48" trunk diameter with root-ball attached ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> )	50	EACH	
42	Hazardous Tree removal > 49" trunk diameter ( <b>Right-of-Way</b> )	500	EACH	
43	Hazardous Tree removal > 49" trunk diameter ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> )	50	EACH	

44	Hazardous Tree removal > 49" trunk diameter with root-ball attached ( <b>Right-of-Way</b> )	500	EACH	
45	Hazardous Tree removal > 49" trunk diameter with root-ball attached ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> )	50	EACH	
46	Trees with Hazardous Limbs > 2" ( <b>Right-of-Way</b> )	2,000	EACH	
47	Trees with Hazardous Limbs > 2" ( <b>Parks, Facilities other than Right-of-Way, Etc...</b> )	100	EACH	
48	Hazardous Stumps 24" - 36" diameter ( <b>Right-of-Way, Parks, and Other Public Facilities</b> ) (Extract or Grind in Place)	1,000	EACH	
49	Hazardous Stumps 37" - 48" diameter ( <b>Right-of-Way, Parks, and Other Public Facilities</b> ) (Extract or Grind in Place)	1,000	EACH	
50	Hazardous Stumps + 49" diameter ( <b>Right-of-Way, Parks, and Other Public Facilities</b> ) (Extract or Grind in Place)	1,000	EACH	
51	Stump Fill Dirt	1,000	CY	
52	Waterway Debris Removal – From Land	50,000	CY	
53	Vehicle Removal	20	Each	
54	Vessel Removal (land)	1000	LF	
55	White Goods	1,000	Each	
56	Freon Management	200	Each	
57	Electronic Waste	1,000	Each	
58	Pick up and Haul Household Hazardous Waste	1,000	LBS	

59	Push and Stacking/Stockpiling of Mulch at FDS	1,500,000	CY	
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- 1. The Contractor will pay tipping fees at final disposal site(s) and back charge County at cost.**
- 2. The Contractor must have an account in good standing with The Solid Waste Disposal Authority of Baldwin County, Alabama, Inc.**

### EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple (or equivalent)	Hour	\$
JD 644 Wheel-Loader with debris grapple (or equivalent)	Hour	\$
Extendaboom Forklift with debris grapple (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with debris grapple (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with bucket (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with street sweeper (or equivalent)	Hour	\$
30 - 50 HP Farm Tractor with box blade or rake (or equivalent)	Hour	\$
2 - 2 1/2 cu. yd. Articulated Loader with bucket (or equivalent)	Hour	\$
3 - 4 cu. yd. Articulated Loader with bucket (or equivalent)	Hour	\$
JD 648E Log Skidder, or equivalent (or equivalent)	Hour	\$
CAT D4 Dozer (or equivalent)	Hour	\$
CAT D6 Dozer (or equivalent)	Hour	\$
CAT D8 Dozer (or equivalent)	Hour	\$
CAT125 - 140 HP Motor Grader (or equivalent)	Hour	\$
JD 690 Trackhoe with debris grapple (or equivalent)	Hour	\$
JD 690 Trackhoe with bucket & thumb (or equivalent)	Hour	\$
Rubber Tired Trackhoe with debris grapple (or equivalent)	Hour	\$
JD 310 Rubber Tire Backhoe with bucket and hoe (or equivalent)	Hour	\$
Rubber Tired Excavator with debris grapple (or equivalent)	Hour	\$
210 Prentiss Knuckleboom with debris grapple (or equivalent)	Hour	\$
Self-Loader Scraper Cat 623 or equivalent (or equivalent)	Hour	\$
Hand Fed Debris Chipper (or equivalent)	Hour	\$
300 - 400 Tub Grinder (or equivalent)	Hour	\$
800 -1,000 HP Diamond Z Tub Grinder (or equivalent)	Hour	\$
30 Ton Crane (or equivalent)	Hour	\$
50 Ton Crane (or equivalent)	Hour	\$
100 Ton Crane (8 hour minimum) (or equivalent)	Hour	\$
40 - 60' Bucket Truck (or equivalent)	Hour	\$
Service Truck (or equivalent)	Hour	\$
Water Truck (or equivalent)	Hour	\$
Portable Light Plant (or equivalent)	Hour	\$
Equipment Transports (or equivalent)	Hour	\$
Pickup Truck, unmanned (or equivalent)	Hour	\$
Self-loading Dump Truck with knuckleboom and debris grapple (or equivalent)	Hour	\$
Single Axle Dump Truck, 5 - 12 Cu. Yd. (or equivalent)	Hour	\$
Tandem Dump Truck, 16 - 20 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 24-40 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 41-60 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 61 - 80 Cu. Yd. (or equivalent)	Hour	\$
Power Screen (or equivalent)	Hour	\$
Stacking Conveyor (or equivalent)	Hour	\$

**17.1 Billing Cycle:**

The **Contractor** shall invoice the **County** on a billing cycle to be determined by the **County** or its designated agent. The **Contractor's** invoice to the **County** will reflect the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual **cubic yardage** for each load of debris or itemized stumps will support all invoices.

**17.2 Payment Responsibility:**

**The COUNTY shall be responsible for the payment of any costs or expenses it requests or incurs for services provided in Baldwin County pursuant to its contract with the successful bidder.**

The **County** agrees to accept the **Contractors** invoice(s) and supporting documentation as set out in this Contract and process said invoices for payment within **30** business days. The **County** will advise the **Contractor** within ten (10) working days of receiving any debris service invoice that requires additional information for approval to process for payment. **Contractors'** responsibility to pay its suppliers, laborers or subcontractors is independent of **County's** obligation to pay an invoice and **Contractor** will pay its suppliers, laborers, or subcontractors when those sums become due.

**17.3 Ineligible Work:**

The **Contractor** will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps determined by the **County** and/or Government to be ineligible debris.

**17.3.1 Eligibility Inspections:**

The **Contractor** and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 7.0 of this Contract.

**17.3.2 Eligibility Determinations:**

If any load is determined **by the County and/or Government** to contain material that does not conform to the definition of eligible debris, no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads.

**17.4 Unit Price/Service Negotiations:**

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the **Contractor**.

**17.5 Specialized Services:**

The **Contractor** may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required as directed by the **County** to perform services in addition to those specified under Section 1.0 of the Contract. Additional specialized services will only be performed if/when directed by the **County**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

**18.0 MISCELLANEOUS**

**18.1 Entire Contract:**

The Contracts (including any schedules or exhibits attached hereto) constitutes the entire Contracts and understanding between the parties with respect to the matters contained herein. This Contract(s) supersedes any prior contracts and/or understandings relating to the subject matter hereof.

**18.2 Waiver:** In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the same or other provisions of this Contract, by either party.



## INSTRUCTIONS TO CONTRACTORS AND INSURERS

**NOTE: THE BALDWIN COUNTY COMMISSION AND THE SOLID WASTE DISPOSAL AUTHORITY OF BALDWIN COUNTY, ALABAMA, INC. MUST BE LISTED AS ADDITIONAL INSURED FOR THE FOLLOWING:**

**CONTRACTORS AND SUBCONTRACTORS INSURANCE:** The **Contractor** shall not commence work under this Contract until he has obtained all the insurance required under this certificate and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

**COMPENSATION INSURANCE:** The **Contractor** shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance for all his employees to be engaged in work on the project under this Contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the **Contractors** Workmen's Compensation Statute. The Contractor shall provide and shall cause each subcontractor to provide adequate Employer's General Liability Insurance for the protection of such of his employees as are not otherwise protected. Baldwin County, its Departments, and its employees shall be named as additional insured.

**CONTRACTORS PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The **Contractor** shall procure and shall maintain during the life of this Contract a Comprehensive Liability Policy providing bodily injury coverage on an occurrence basis and property damage coverage on an accident basis, including damage arising from blasting, explosion or collapse, mechanical equipment, digging in streets or highways, and including completed operations, independent Contractors, and Contractual General Liability Insurance shall be \$1,000,000 combined single limit per occurrence for bodily injury and property damage; \$3,000,000 aggregate.

The **Contractor** agrees to maintain such completed operations coverage as is required in this section for a period of one year from the date of acceptance of the work by the County or at the date of the final amounts owed the **Contractor** by the County, whichever occurs first.

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:** The **Contractor** agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the **Contractor** against all liability arising out of the use of automobiles, both private, passenger, and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or be hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

**INDEMNITY AND HOLD HARMLESS PROVISIONS:** To the fullest extent allowed by law, the **Contractor** shall indemnify and hold harmless the County, State of Alabama, the Federal Government, and their officers, agents, employees and representatives from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and (2) is caused in whole or in part by an act or omission of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The **Contractor** shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work until the same shall have been completed and accepted. **Contractor** shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The **Contractor** shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. **Contractor** shall make good any injury that may have occurred to any structure or utility in consequence of the Work.

In any and all claims against the County or their officers, agents, employees or representatives by any employee of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnity obligations set forth in the bid documents and the Contract shall survive the expiration or termination of the Contract.

**SUBCONTRACTORS PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The **Contractor** shall require each of his subcontractors to produce and maintain during the life of his subcontract, Subcontractors Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof in amounts approved by the County.

This certificate shall be used in submitting evidence of compliance with the above requirements. The insurance company's representative shall execute additional copies as may be required of the certificate. One executed copy shall be forwarded to the **Contractor** for attachment to the original policy as an endorsement.

**DEFAULT OF CONTRACT:** If the Contractor fails to begin the work under the Contract within the time specified once the Notice to Proceed is issued, or fails to perform the Work with sufficient workers, equipment, or materials to ensure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the County may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) day after receipt of such notice the Contractor does not remedy the fault specified in said notice, or the Surety does not proceed to take over the work for completion, the County shall have full power and authority, without impairing the obligation of the Contract or the Contract Bond, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof, or to use such other methods as in its opinion may be required for the completion of the contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the County in completing the Work and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such expense and such liquidated damages exceeds the sum, which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the County the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge or any office used by the Contractor or his representative at or near the work or by registered mail addressed to the Contractor at his last known place of business.

## **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 County 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 County, the Affidavit on the next page of this document must be completed, notarized, and returned to the County.

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

**COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED PROPOSAL.**

## 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 Baldwin County, 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 \_\_\_\_\_, 2024.

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:  
\_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, of  
(Name of Contractor)

\_\_\_\_\_ and  
(Address)

\_\_\_\_\_ as Surety of  
(Name of Surety)

\_\_\_\_\_ as held  
(Address)

as Surety, are held and firmly bound unto

**BALDWIN COUNTY COMMISSION**

as Obligee, in the full and just sum of \$10,000 lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

**COMPETITIVE BID #WG24-23  
PRE-EVENT DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the Contact, the said Principal will, within the time required, enter into formal Contracts with the Baldwin County Commission and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contracts, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contracts as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed ten thousand (\$10,000.00) dollars. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered \_\_\_\_\_.  
Date

\_\_\_\_\_  
(Contracting Firm)

By: \_\_\_\_\_ (Seal)  
(Corporate Principal Sign Here)

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
(Name and Title)

**BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.**

State of Alabama )

County of Baldwin)

### CONTRACT FOR CONSTRUCTION SERVICES

This **Contract for Construction Services** (“Contract”) is made and entered into by and between the Baldwin County Commission, the honorable governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereinafter called “COUNTY”), and [ ] (hereinafter referred to as “PROVIDER” or “CONTACTOR”).

The Bid Specifications are fully set forth as part of this Contract and incorporated herein by reference.

### WITNESSETH:

Whereas,

Whereas,

Whereas,

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama,  
by and through the Baldwin County Commission
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER:

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it, and any and all agents, assigns and subcontractors retained by it to perform work required by this contract, possess the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.

- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations. All work under this contract shall conform with the requirements, regulations, standards, and guidance established or promulgated by the Federal Emergency Management Agency ("FEMA") and, to the extent applicable, by the Alabama emergency Management Agency ("AEMA"). FEMA's Public Assistance Program and Policy Guide, Version 4, Effective June 1, 2020, is the most recent reference material and is accessible at the following link: [https://www.fema.gov/sites/default/files/documents/fema\\_pappg-v4-updated-links\\_policy\\_6-1-2020.pdf](https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf). **Contractors**, in performing all aspects of the work under this contract, shall conform to the effective version of the Public Assistance Program and Policy Guide ("PAPPG"), to the latest Disaster Assistance Policies, and to any other guidance issued by FEMA or AEMA in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or

agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

- XII.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV.** Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission  
c/o Billie Jo Underwood, Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

- XVI.** Services to be Rendered. PROVIDER is retained by the COUNTY as a licensed and professionally qualified contractor. The general scope of work for the services will encompass the following activities and shall include all the terms and conditions of “**Competitive Bid #WG24-23**”, the same being expressly incorporated herein by reference, and without limitations will encompass:

**“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG24-23, Pre-Event Debris Removal & Disposal Services for the County Rights-of-Way within unincorporated Baldwin County for the Baldwin County Commission.”**

- A. PROVIDER will provide ongoing communications with the COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.



- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms, set out below.

**XVIII. Termination of Services.** The COUNTY may terminate this Contract, with or without cause or reason, by giving written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid in accordance with the Contractors Bid approval by the County Commission. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

**XXI. Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon both the expiration of twenty-four (24) months, with an option to extend for one twelve (12) month period or until such time that a new contract can be bid and awarded. Any additional extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Contractor no later than thirty (30) days prior to the expiration of the original contract. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature

and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnity and Hold Harmless.** To the extent allowed by law, the **PROVIDER** shall indemnify, defend and hold harmless the County, and its Commissioners, State of Alabama, the Federal Government, and their officers, agents, employees and representatives from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and (2) is caused in whole or in part by an act or omission of the **PROVIDER**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The **PROVIDER** shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work until the same shall have been completed and accepted. **PROVIDER** shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The **PROVIDER** shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. **PROVIDER** shall make good any injury that may have occurred to any structure or utility in consequence of the Work.

In any and all claims against the County or its officers, agents, employees or representatives by any employee of the **PROVIDER**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the **PROVIDER** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligations contained in this section shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which shall be equally valid as an original.

**XXVI: Governing Laws:** The Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
BILLIE JO UNDERWOOD /Date  
Chairman

\_\_\_\_\_  
ROGER H. RENDLEMAN /Date  
County Administrator

**NOTARY PAGE AND SIGNATURE PAGE TO FOLLOW**

State of Alabama)

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Roger H. Rendleman, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, Baldwin County, AL  
My Commission Expires

PROVIDER:

Insert Name

\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My Commission Expires

**The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the County in an amount not less than the estimated event cost for any and/or all events within 10 days of receiving the Notice to Proceed.**

**The cost of said bond premiums will not be an additional cost to the County.**

**The contractor shall immediately furnish a Certificate of Insurance listing the Baldwin County Commission as additional insured through the end of the contract term (annually upon renewal) for limits stated in bid specifications.**

### **LABOR AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto said Baldwin County Commission, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Oblige, in the penal sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) (estimated at time of Notice to Proceed), 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, said Principal has entered into a certain Contract with said Oblige, dated \_\_\_\_\_, 20\_\_\_\_ (hereinafter called the Contract) for:

#### **Competitive Bid #WG24-23 Pre-Event Disaster Debris Removal and Disposal Services**

which Contract and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said 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 fee 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 judgment rendered thereon.
- (b) The principal and Surety hereby designate and appoint the Chairman of the County Commission of Baldwin County, State of Alabama, 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 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 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".

SIGNED, SEALED, AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Individual Principals Sign Here)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

In the presence of:

\_\_\_\_\_ (SEAL)

(Contractors Name)

By: \_\_\_\_\_ (SEAL)

(Corporate Principal Sign Here)

\_\_\_\_\_ (SEAL)

(Surety Name)

\_\_\_\_\_ By: \_\_\_\_\_  
(Surety Sign Here)

\_\_\_\_\_  
(Name and Title)

WITNESS: \_\_\_\_\_

COUNTERSIGNED: \_\_\_\_\_

### INSTRUCTIONS

1. The full name and residence of each individual party to the bond must be inserted in the first paragraph.
2. 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.
3. 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.
4. The date of the bond must not be prior to the date of the Contract.

### PERFORMANCE BOND

KNOW ALL MEN:

That we \_\_\_\_\_  
(Insert here the name and address or legal title of the Contractor)

Hereinafter called the Principal, and \_\_\_\_\_  
(Insert here the name and address or legal title of one or more Sureties)

Hereinafter called the Surety or Sureties, are held and firmly bound unto the Baldwin County Commission, a political subdivision of and body corporate in the State of Alabama, hereinafter called the Owner in the sum of

( \_\_\_\_\_ ) for payment whereof the Principal and the Surety or Sureties 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 \_\_\_\_\_ 20\_\_\_\_\_, entered into a Contract with the Owner for:

**Competitive Bid #WG24-23 – Pre-Event Disaster Debris Removal and Disposal Services**  
which agreement is by reference made a part hereof.

NOW THEREFORE, the conditions of this obligation is 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 cost 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 the said Surety or Sureties, 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 affect 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 \_\_\_\_\_, 20\_\_\_\_.

(Individual Principals Sign Here)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

In the presence of:

\_\_\_\_\_ (SEAL)

(Contractors Name)

By: \_\_\_\_\_ (SEAL)

(Corporate Principal Sign Here)

\_\_\_\_\_ (SEAL)

(Surety Name)

\_\_\_\_\_

By: \_\_\_\_\_  
(Surety Sign Here)

\_\_\_\_\_  
(Name and Title)

WITNESS: \_\_\_\_\_

COUNTERSIGNED: \_\_\_\_\_

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

- 1) Past experience setting up, managing, and operating a disaster debris reduction site. (Last three disaster-related jobs performed.)
- 2) A list of existing contracts with other Federal Agencies, States, Counties and Municipalities for similar work.
- 3) List of at least 3 references.
- 4) Certificates of insurance as required on page 33 and 34 of bid specifications.
- 5) List of company officials with contact numbers.
- 6) A letter from a minimum of one financial institution certifying the Contractor's ability to finance through current capital or credit capabilities a debris removal contract for an estimated one and half million cubic yards.
- 7) Attach a financial statement (**Balance Sheet, Profit and Loss Statement**) for the most recent fiscal year with the latest audited financial notes.
- 8) List of Equipment to provide evidence of responsibility and ability to timely perform the contract work. This will include written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel designated by the contractor to be available for this contract.
- 9) List of proposed subcontractors and equipment to be used.
- 10) List of any contracts that have been canceled prematurely within the past 15 years and the reason why they were canceled.
- 11) E-Verify affidavit.

NOTE: 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.



**BID #WG24-23 RESPONSE FORM**  
**PRE-EVENT DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES**

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Contractor's License Number \_\_\_\_\_  
(License Issued by the Alabama State Licensing Board for General Contractors)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Company Rep \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or   x    
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

\_\_\_\_\_  
Financing Agency Authorized Signature

## ATTACHMENT 3

**EQUIPMENT RATE SCHEDULE**

<b>Equipment Description</b>	<b>Unit</b>	<b>Unit Price</b>
JD 544 Wheel Loader with debris grapple (or equivalent)	Hour	\$
JD 644 Wheel-Loader with debris grapple (or equivalent)	Hour	\$
Extendaboom Forklift with debris grapple (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with debris grapple (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with bucket (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with street sweeper (or equivalent)	Hour	\$
30 - 50 HP Farm Tractor with box blade or rake (or equivalent)	Hour	\$
2 - 2 1/2 cu. yd. Articulated Loader with bucket (or equivalent)	Hour	\$
3 - 4 cu. yd. Articulated Loader with bucket (or equivalent)	Hour	\$
JD 648E Log Skidder, or equivalent (or equivalent)	Hour	\$
CAT D4 Dozer (or equivalent)	Hour	\$
CAT D6 Dozer (or equivalent)	Hour	\$
CAT D8 Dozer (or equivalent)	Hour	\$
CAT125 - 140 HP Motor Grader (or equivalent)	Hour	\$
JD 690 Trackhoe with debris grapple (or equivalent)	Hour	\$
JD 690 Trackhoe with bucket & thumb (or equivalent)	Hour	\$
Rubber Tired Trackhoe with debris grapple (or equivalent)	Hour	\$
JD 310 Rubber Tire Backhoe with bucket and hoe (or equivalent)	Hour	\$
Rubber Tired Excavator with debris grapple (or equivalent)	Hour	\$
210 Prentiss Knuckleboom with debris grapple (or equivalent)	Hour	\$
Self-Loader Scraper Cat 623 or equivalent (or equivalent)	Hour	\$
Hand Fed Debris Chipper (or equivalent)	Hour	\$
300 - 400 Tub Grinder (or equivalent)	Hour	\$
800 -1,000 HP Diamond Z Tub Grinder (or equivalent)	Hour	\$
30 Ton Crane (or equivalent)	Hour	\$
50 Ton Crane (or equivalent)	Hour	\$
100 Ton Crane (8 hour minimum) (or equivalent)	Hour	\$
40 - 60' Bucket Truck (or equivalent)	Hour	\$
Service Truck (or equivalent)	Hour	\$
Water Truck (or equivalent)	Hour	\$
Portable Light Plant (or equivalent)	Hour	\$
Equipment Transports (or equivalent)	Hour	\$
Pickup Truck, unmanned (or equivalent)	Hour	\$
Self-loading Dump Truck with knuckleboom and debris grapple (or equivalent)	Hour	\$
Single Axle Dump Truck, 5 - 12 Cu. Yd. (or equivalent)	Hour	\$
Tandem Dump Truck, 16 - 20 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 24-40 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 41-60 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 61 - 80 Cu. Yd. (or equivalent)	Hour	\$
Power Screen (or equivalent)	Hour	\$
Stacking Conveyor (or equivalent)	Hour	\$

## ATTACHMENT 4

### APPENDIX E: STUMP CONVERSION TABLE

#### Diameter to Volume Capacity

FEMA quantifies the number of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

0.7854 is one-fourth Pi and is a constant.

46,656 is used to convert cubic 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 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2

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## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 of Lobbying Activities," 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 section 1352, title 31, U.S. Code. 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.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

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State of \_\_\_\_\_)

County of \_\_\_\_\_)

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)**

DATE: \_\_\_\_\_

**RE Contract/Grant/Incentive** (*describe by number or subject*): \_\_\_\_\_ by and  
between \_\_\_\_\_ (Contractor/Grantee)  
and \_\_\_\_\_ (State Agency or Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_\_\_\_\_(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_\_\_(b) The Contractor/Grantee is not is a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**IMMIGRATION STATUS**

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Witness