



June 10, 2022

Addendum 1

Bid No. 028-22

Disaster Debris Removal and Disposal 2022

Addendum 1 contains clarifications, and questions and answers submitted via email and in the Pre-Proposal Meeting on Tuesday, June 7, 2022 at 10:00 a.m.

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 10:00 AM on Thursday, June 23, 2022. All proposals must be received prior to that deadline.

Vendors shall acknowledge this Addendum 1 on their submitted Bid Response Form.

Addendum 1 includes a **REVISED Bid Schedule**. Bidders are required to submit this form instead of the original Bid Schedule.

A. Request for Proposal Clarifications/Information:

- 1. The Debris Removal Contractor is responsible for securing the temporary debris storage site. The final selection and approval of the site will be a cooperative effort involving the City, the Debris Removal Contractor, and the Monitoring Contractor.**

B. Questions Submitted in Pre-Proposal Meeting:

1. When are the Performance Bonds, and the Labor & Materials Bonds required?
 - A. The bonds will be required after the Notice to Proceed for each event is issued. The estimated amount for the bonds will be determined at that time, based upon the severity of the damage. The Bid Bond is required with the submittal of the proposal.
2. When will the award be finalized?
 - A. The award recommendation is expected to be presented to the City Council at the July 11th meeting, however, that date is not confirmed.
3. Was there a temporary debris site used in 2020, or was everything delivered directly to the landfill?
 - A. Vegetative waste was delivered to the temporary debris site on Highway 34. Construction and Demolition (C&D) debris was delivered directly to the County permitted landfills.
4. Will the City post the previous bid amounts?
 - A. See attached Bid Form submitted by CrowderGulf LLC for Bid No. 028-18 Disaster Debris Removal and Disposal 2018.

5. Does the City of Fairhope have a mutual agreement with the City of Daphne?
 - A. No. The temporary site used in 2020 received debris from other entities, but that was arranged by the Debris Removal Contractor, who had contracts with multiple entities.

C. Questions Submitted Via Email:

1. Is compaction an acceptable form of reduction for construction and demolition debris?
 - A. Construction and Demolition (C & D) debris shall be a direct haul to the landfill with no double handling.
2. There is conflicting language about the payment and performance bonds in the RFP. Payment and performance bonds are a hard cost for the contractor for a contract that may not be activated. Can the City confirm payment and performance bonds will be due upon notice to proceed?
 - A. Payment and performance bonds shall be due upon Notice to Proceed. The Bid Bond is required with the submittal of the proposal.
3. There is a significant cost difference between marine based operations for boat removal and land-based operations. Can the City confirm that line item 27 is to be for land-based operations?
 - A. Line Item 27 Boat Removal has now been revised on the attached REVISED Bid Schedule. The REVISED Bid Schedule includes the following change:
 - 27a. Boat Removal – Land Based
 - 27b. Boat Removal – Marine Based

Bidders shall submit the REVISED Bid Schedule with their proposals.

4. The scope of work dictates that the debris resulting from the removal of hazardous trees and hanging limbs will have a unit rate per tree which would include hauling the resulting debris to DMS or final disposal site. This would require collection trucks to follow the tree removal crews and ONLY pick up debris from their work, thereby skipping piles of debris and leaving it on the street to be picked up by another collection truck. If there is a major event, collection trucks will be more efficiently used if they travel the ROW and pick up ALL debris rather than skipping piles and only following the tree crew. This also means that all resulting debris will have to be staged separately at the DMS to ensure no comingling of debris is allowed. There will be a need for additional equipment to manage the site segregated for hazardous tree work or there will be lost time in moving equipment between the two areas. Limited Debris Management Sites, their size and locations often make this scenario extremely difficult. The typical method is to price hazardous trees and hanging limbs as a “cut only” rate and to place the resulting debris in the ROW for collection as vegetative debris. This method frees up collection trucks and expedites the collection process. Will the City consider changing the scope to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris?
 - A. Removal and reduction of debris from hazardous limbs and trees shall be paid under Item 2 Vegetative and Construction and Demolition (C&D) Debris Removal from Public Property (Right of Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or Other Disposal Sites and Item 9 Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal.

5. Will all line items be evaluated equally, or will some line items carry more weight than others?

A. See Section 4.2: the weighing of evaluation is as follows:

- | | |
|--|-----|
| a. 4.2.1.1 Past Performance | 20% |
| b. 4.2.1.2 Financial Capability | 20% |
| c. 4.2.1.3 Qualifications of the Contractor and Staff | 15% |
| d. 4.2.1.4 Price Structure: Reasonableness of Service Fees | 20% |
| e. 4.2.1.5 Corporate Offices | 10% |
| f. 4.2.1.6 Technical Approach | 5% |
| g. 4.2.1.7 Equipment Inventory (Capability) | 5% |
| h. 4.2.1.8 Subcontractor Placement: Certified M/WBE Firms | 5% |

Note: Section 2.14.1 The City of Fairhope reserves the right to award this contract to one or more companies based upon the amount of anticipated work needing to be done. Awards under this solicitation shall be made to responsive, qualified, and responsible bidders, giving consideration to bid price, expertise/experience of personnel, type of equipment used, number of crews available from each bidder, and administration costs.

6. Page 5 Section 1.08 says a Performance Bond will be required in an amount not less than 50% of the contract amount; page 24 Cost Proposal Form states a Performance Bond will be required in the amount of 100% of the Bid Price. Which is correct?

A. Page 8 Section 1.08 states *"The Bidder to whom award is made shall provide a Performance Bond in the form and terms approved by the City of Fairhope in an amount not less than the sum of the bid."* The statement of less than 50% of the contract amount is in regards to the Labor and Material Bond. The bonds will be required after the Notice to Proceed for each event is issued. The estimated amount for the bonds will be determined at that time, based upon the severity of the damage.

7. The forms listed under Section 3 Submission Requirements are as follows:

- Bid Response Form
- Provide Drug Free Workplace Form
- Anti-Collusion Affidavit
- Anti-Lobbying Affidavit
- W-9 Immigration Act Compliance
- E-Verify

There are no forms with these titles in the RFP documents. Will they be provided?

A. The Cost Proposal Form with the Bid Schedule shall be considered to be the Bid Response Form. Bidders shall use the REVISED Bid Schedule attached to this addendum. Vendors can enroll in E-Verify at <https://verify.alabama.gov>.

See attached documents:

- Drug Free Workplace Form
- Anti-Collusion Affidavit
- Anti-Lobbying Affidavit
- W-9 Immigration Act Compliance

BIDDING SCHEDULE FOR DEBRIS REMOVAL & DISPOSAL SERVICES

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization – include in CY Rate and shall not be a separate line item	XXXX	XXXXXX
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)	\$8.05	CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)	\$9.50	CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$9.15	CY
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	\$3.95	CY
6	Management of TDSRS (NOTE 4)	\$1.10	CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	\$2.80	CY
8	Grinding or consolidation of C&D debris at TDSRS	\$2.10	CY
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal	\$1.00	CY
10	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal	\$1.70	CY
11	Pick Up and Haul of White Goods to Site within County	\$50.00	UNIT
12	Pick Up and Disposal of Hazardous Material	\$ 6.20	LB
13	Freon Management and Recycling	\$40.00	UNIT
14	Dead Animal Collection, Transportation and Disposal	\$ 1.50	LB
EXTRACTION OF HAZARDOUS STUMPS (50% OF ROOT BALL EXPOSED) RESULTING FROM TREES GROWING ON THE RIGHT OF WAY AND HAULING TO FINAL DISPOSAL SITE (NOTE 6)			
15	6-inch diameter to 11-inch diameter (based on stump conversion table)	\$16.00	CY
16	12-inch diameter to 24-inch diameter (Based on Stump Conversion Table)	\$16.00	CY
17	25-inch diameter to 47-inch diameter	\$400.00	STUM
18	48-inch diameter and greater	\$600.00	STUM
DEBRIS FROM LEANERS AND HANGERS WILL BE PILED ON RIGHT OF WAY AND WILL BE HAULED AND DISPOSED OF UNDER ITEMS 2-9			
19	Removal of hazardous hanging limbs greater than 2 inches	\$90.00	PER TREE
20	Removal of hazardous standing trees 6" – 12" in diameter	\$40.00	EACH
21	Removal of hazardous standing trees 13" – 24" in diameter	\$98.00	EACH
22	Removal of hazardous standing trees 25" – 36" in diameter	\$190.00	EACH
23	Removal of hazardous standing trees 37" – 48" in diameter	\$260.00	EACH
24	Removal of hazardous standing trees greater than 48" in diameter	\$310.00	EACH
MARINE DEBRIS REMOVAL			
25	Canals, bayous and ditches	\$22.00	PER LF
26	Bays and other open waters	\$4,200.00	PER ACRE
27	Boat removal	\$75.00	PER LF
THE FOLLOWING ITEMS SHALL BE BILLED ON A TIME AND MATERIAL BASIS ACCORDING TO THE ATTACHED SCHEDULES			
28	Emergency Road Clearance	See Equipment & Labor Rates	

**CrowderGulf LLC
Bid No. 028-18**

29	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$2.95	SQ / FT
30	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement	N/A	N/A
31	Generators, light plants, water pumps, portable toilets, and other required equipment or materials	Cost + 20%	Cost Plus

Tipping fee at final disposal site(s) will be the responsibility of the City (see #3 in notes below)

ADDITIONAL EQUIPMENT AND PERSONNEL CONSIDERATIONS:

1. All equipment descriptions will be in accordance with the FEMA "typed resources definitions"
2. All equipment rates include the cost of the operator, fuel, and maintenance unless otherwise noted
3. All labor rates include the applicable personal protective equipment such as hard hats, safety, shoes, gloves, safety glasses / shield, hearing protection, and traffic safety vests
4. Additional equipment and personnel are to be available to meet any and all possible requirements

DEBRIS REMOVAL, PROCESSING, AND DISPOSAL

NOTES

1. This price assumes that TSDRS's final disposal site or other approved disposal sites are within 30 miles. For distances over 30 miles add \$0.18 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For distances over 30 miles add \$0.10 per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens over 24" will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2-7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.

Tipping / Disposal fees will be pass through Cost for all line items.

**STUMP CONVERSION TABLE
 DIAMETER TO VOLUME CAPACITY**

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

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

0.7854 is one-fourth Pi and is a constant.
 46656 is used to convert inches to Cubic Yards and is a constant.

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

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

CONT'D

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

Stump Diameter (inches)	Cubic Yards
45	15.2
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$150.00
JD 644 Wheel Loader with debris grapple	Hour	\$160.00
Extendaboom Forklift with debris grapple	Hour	\$125.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 95.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 95.00
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 95.00
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 65.00
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$170.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$195.00
JD 648E Log Skidder or equivalent	Hour	\$130.00
CAT D4 Dozer	Hour	\$100.00
CAT D6 Dozer	Hour	\$175.00
CAT D8 Dozer	Hour	\$230.00
CAT 125 – 140 HP Motor Grader	Hour	\$145.00
JD 690 Trackhoe with debris grapple	Hour	\$165.00
JD 690 Trackhoe with bucket & thumb	Hour	\$165.00
Rubber Tired Trackhoe with debris grapple	Hour	\$175.00
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 88.00
Rubber Tired Excavator with debris grapple	Hour	\$175.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$150.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$260.00
Hand Fed Debris Chipper	Hour	\$ 47.00
300 – 400 Tub Grinder	Hour	\$473.00
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$575.00
30 Ton Crane	Hour	\$203.00
50 Ton Crane	Hour	\$230.00
100 Ton Crane (8-hour minimum)	Hour	\$600.00
40-60' Bucket Truck	Hour	\$165.00
Service Truck	Hour	\$ 95.00
Water Truck	Hour	\$ 95.00
Portable Light Plant	Hour	\$ 35.00
Equipment Transports	Hour	\$130.00
Pickup Truck, Unmanned	Hour	\$ 40.00
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$225.00
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$ 65.00
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$ 98.00
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$122.00
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$140.00
Power Screen	Hour	\$230.00
Stacking Conveyor	Hour	\$ 50.00
Off Road Trucks	Hour	\$205.00

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 75.00
Superintendent with truck, phone & radio	Hour	\$ 70.00
Foreman with truck, phone & radio	Hour	\$ 65.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 68.00
Inspector with vehicle, phone & radio	Hour	\$ 43.00
Climber with gear	Hour	\$122.00
Saw Hand with chainsaw	Hour	\$ 48.00
Laborers & Flagmen	Hour	\$ 38.00
Public Assistance Manager	Hour	\$ 55.00
Documentation Clerk	Hour	\$ 45.00
Timekeeper	Hour	\$ 40.00
HazMat Professional	Hour	\$243.00
Household HazMat Inspection & Removal Crew	Hour	\$149.00

Material Description	Unit	Unit Price
Fill Dirt for Stump Holes – Purchased, Placed, and Shaped	CY	\$18.00

NOTES

1. The equipment, labor, and material rates show above are tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. Contractor will ensure sufficient numbers, or each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

<u>ADDENDUM NO</u>	<u>DATE ISSUED</u>	<u>ADDENDUM NO.</u>	<u>DATE ISSUED</u>
<u>1</u>	<u>06.20</u>	<u>3</u>	<u>6/27</u>
<u>2</u>	<u>06.26</u>		

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

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your Request for Proposal, and certifies that they will meet or exceed the specifications

REVISED BID SCHEDULE FOR DEBRIS REMOVAL AND DISPOSAL SERVICES

ITEM	DESCRIPTION OF SERVICE	UNIT OF MEASURE	COST
1	Mobilization and Demobilization – Cost shall be included in cost of Items 2-10 and shall not be a separate line item	XXXX	XXXX
2	Vegetative and Construction and Demolition (C&D) Debris Removal from Public Property (Right of Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or Other Disposal Sites (Note 1 & 6)	Cubic Yard (CY)	
3	Vegetative and C&D Debris Removal from Private Property (Right of Entry Program) and Publicly Owned Property (Other than Right of Way) and Hauled to TDSRS or Other Disposal Sites (Note 1 & 6)	CY	
4	Vegetative and C&D Debris Removal from Public Property (Right of Way) and Hauling Directly to Final Disposal Site (Note 1, 3 & 6)	CY	
5	Vegetative and C&D Debris Removal from TDSRS and Hauling to Final Disposal Site (Note 2,3 & 7)	CY	
6	Management of TDSRS (Note 4)	CY	
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	CY	
8	Grinding or Consolidation of C&D Debris at TDSRS	CY	
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal	CY	
10	Processing Burning of Vegetative Debris Using Air Curtain Incinerators at TDSRS or Final Disposal Site	CY	
11	Pick Up and Hauling of White Goods to Site Within County	UNIT	
12	Pick Up and Hauling of Hazardous Material	POUND (LB)	
13	Freon Management and Recycling	UNIT	
14	Dead Animal Collection, Transportation and Disposal	LB	
EXTRACTION OF HAZARDOUS STUMPS (50% OF ROOT BALL EXPOSED) RESULTING FROM TREES GROWING ON THE RIGHT OF WAY AND HAULING TO FINAL DISPOSAL SITE (NOTE 6)			
15	6 Inch Diameter to 11 Inch Diameter (Based on Stump Conversion Table)	CY	
16	12 Inch Diameter to 24 Inch Diameter (Based on Stump Conversion Table)	CY	
17	25 Inch Diameter to 47 Inch Diameter	STUMP	
18	48 Inch Diameter and Greater	STUMP	
DEBRIS FROM LEANERS AND HANGERS SHALL BE PILED ON RIGHT OF WAY AND SHALL BE HAULED AND DISPOSED OF UNDER ITEMS 2-9			
19	Removal of Hazardous Hanging Limbs Greater than 2 Inches	PER TREE	
20	Removal of Hazardous Standing Trees 6" – 12" in Diameter	EACH	
21	Removal of Hazardous Standing Trees 13" – 24" in Diameter	EACH	
22	Removal of Hazardous Standing Trees 25" – 36" in Diameter	EACH	
23	Removal of Hazardous Standing Trees 37" – 48" in Diameter	EACH	
24	Removal of Hazardous Standing Trees Greater than 48" in Diameter	EACH	

MARINE DEBRIS REMOVAL			
25	Canals, Bayous and Ditches	LINEAR FOOT (LF)	
26	Bays and Other Open Waters	PER ACRE	
27a	Boat Removal – Land Based	LF	
27b	Boat Removal – Marine Based	LF	
THE FOLLOWING ITEMS SHALL BE BILLED ON A TIME AN MATERIAL BASIS ACCORDING TO THE ATTACHED SCHEDULES			
28	Emergency Road Clearance	See Equipment and Labor Rates	
29	Demolition of Structures (Debris Shall Be Hauled and Disposed Of Under Items 2-9	Square Foot (SQ FT)	
30	Disaster Event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement. In submitted proposal, describe ability to handle hazardous waste abatement. Include pricing structure as addition to Cost Proposal.	N/A	
31	Generators, Light Plants, Water Pumps, Portable Toilets, and Other Required Equipment or Materials	Cost Plus Percentage	

Tipping Fee at final disposal site(s) shall be the responsibility of the City (see #3 in Notes below)

Additional Equipment and Personnel Considerations:

1. All equipment descriptions shall be in accordance with the FEMA "Typed Resources Definitions."
2. All equipment rates include the cost of the operator, fuel, and maintenance unless otherwise noted
3. All labor rates shall include the applicable personal protective equipment, such as hard hats, safety, shoes, gloves, safety glasses/shield, hearing protection, and traffic safety vests.
4. Additional equipment and personnel are to be available to meet any and all possible requirements.

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

NOTES:

1. This Cost assumes that TDSRS's final disposal site or other approved disposal sites are within thirty (30) miles of the corporate City limits. For distances over thirty (30) miles, add \$_____ per cubic yard per mile.
2. This Cost assumes that final disposal site is within thirty (30) miles of the corporate City limits. For distances over thirty (30) miles, add \$_____ per cubic yard per mile.
3. The Contractor shall pay tipping fee at final disposal site(s) and back charge City at cost.
4. Unit Cost includes management of site remediation.
5. All stumps over 24" placed on the right of way and/or public property by citizens shall be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2-7.
6. Invoices shall be based on incoming load tickets.
7. Invoices shall be based on outgoing load tickets.

EQUIPMENT RATES

EQUIPMENT DESCRIPTION	UNIT	UNIT PRICE
JD 544 Wheel Loader with Debris Grapple	Hour	
JD 644 Wheel Loader with Debris Grapple	Hour	
Extendaboomb Forklift with Debris Grapple	Hour	
753 Bobcat Skid Steer Loader with Debris Grapple	Hour	
753 Bobcat Skid Steer Loader with Bucket	Hour	
753 Bobcat Skid Steer Loader with Street Sweeper	Hour	
30-50 HP Farm Tractor with Box Blade or Rake	Hour	
2-2 ½ Cubic Yard Articulated Loader with Bucket	Hour	
3-4 Cubic Yard Articulated Loader with Bucket	Hour	
JD 648E Log Skidder or Equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D8 Dozer	Hour	
CAT 125 – 140 HP Motor Grader	Hour	
JD 690 Trackhoe with Debris Grapple	Hour	
JD 690 Trackhoe with Bucket & Thumb	Hour	
Rubber Tired Trackhoe with Debris Grapple	Hour	
JD 310 Rubber Tired Backhoe with Bucket and Hoe	Hour	
Rubber Tired Excavator with Debris Grapple	Hour	
210 Prentiss Knuckleboom with Debris Grapple	Hour	
Self-Loader Scraper CAT 623 or Equivalent	Hour	
Hand Fed Debris Chipper	Hour	
300-400 Tub Grinder	Hour	
800-1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane (including counter balances)	Hour	
50 Ton Crane (including counter balances)	Hour	
100 Ton Crane (8 Hour Minimum) (including counter balances)	Hour	
40' - 60' Bucket Truck	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	
Equipment Transports	Hour	
Pickup Truck, Unmanned	Hour	
Self-loading Dump Truck with Knuckleboom and Debris Grapple	Hour	
Single Axle Dump Truck, 5 - 12 Cubic Yard (CY)	Hour	
Tandem Dump Truck, 16 - 20 CY	Hour	

Trailer, Dump, 24 - 40 CY	Hour	
Trailer Dump Truck, 61 - 80 CY	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	

LABOR AND MATERIAL RATES

PERSONNEL DESCRIPTION	UNIT	UNIT PRICE
Operations Manager	Hour	
Superintendent with Truck, Phone & Radio	Hour	
Foreman with Truck, Phone & Radio	Hour	
Safety/Quality Control Inspector with Truck, Phone & Radio	Hour	
Inspector with Truck, Phone & Radio	Hour	
Climber with Gear	Hour	
Saw Hand with Chainsaw	Hour	
Laborers & Flagmen	Hour	
Public Assistance Manager	Hour	
Documentation Clerk	Hour	
Timekeeper	Hour	
HazMat Professional	Hour	
Household HazMat Inspection & Removal Crew	Hour	
MATERIAL DESCRIPTION	UNIT	UNIT PRICE
Fill Dirt for Stump Holes – Purchased, Placed and Shaped	CY	

NOTES:

1. The equipment, labor, and material rates shown above are tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Cost per unit shall include operator, fuel and maintenance. Depending on the severity of the disaster, some or all of the above equipment shall be required. Contractor shall ensure sufficient numbers for each type of equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following a disaster. Contractor should have access and contacts for any other equipment that might be required and shall negotiate a rate with the City should a need arise for equipment not on the list.

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within Bid No. 028-22 Disaster Debris Removal Monitoring Services 2022, dated ____/____/20____, hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

DATE

ANTI-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

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

(SEAL)

(TITLE)

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

Notary Public _____

County of _____, AL

My Commission expires _____

ANTI-LOBBYING AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is the _____ of _____ attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees, sub-contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, 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 other award covered by 31 U.S.C. 1352, and
5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, owners' agents, representatives, employees, sub-contractors or parties in interest.

_____ (SEAL)

_____ (TITLE)

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

Notary Public _____

County of _____, AL

My Commission expires _____

IMMIGRATION LAW COMPLIANCE

The City of Fairhope, AL is required to comply with the provisions of the new Alabama Immigration Law. Compliance requirements for all cities in the State of Alabama became effective January 1, 2012 and updated in July 2012. The requirements flow down to all contractors, vendors under Bid Contract and grantees doing business with the City of Fairhope and are employing one or more employee(s) in the State of Alabama. If you are awarded a contract with the City of Fairhope, AL, awarded incentives or grants, or if you wish to continue to do business with the City of Fairhope, AL under a current contract and wish to receive funds from the City of Fairhope, AL you must complete and submit the following within 10 business days:

If your organization/entity does NOT employ one or more employees in the State of Alabama, please complete Part I of the attached form stating such along with a W-9:

1. Submit an updated W-9 Form (attached)
2. Status of Immigration Law Compliance (PART I only, attached)

If your organization/entity DOES employ one or more employee(s) in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form (attached)
2. Proof of enrollment in E-Verify for Immigration Law Compliance:

An acceptable proof of enrollment with E-Verify would be an E-VERIFY MEMORANDUM of UNDERSTANDING (MOU). To enroll in E-Verify, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portalsite/uscis>. Go to the E-Verify Home Page to initiate enrollment. Once ALL of the steps to enroll are completed, a signed copy of your MOU that includes your E-Verify assigned Company ID Number will be available for you to export.

If you have SUBCONTRACTORS, provide your subcontractors notice of their compliance obligations and OBTAIN from each a notarized Proof of Immigration Law Compliance Form. You may provide copies of this memo to your subcontractors as an explanation of this mandatory requirement. *You are not required to submit the subcontractor proof to the City of Fairhope, AL. However, the City reserves the right to request evidence of your subcontractors' compliance at any time.* These requirements are a condition for doing business with the City of Fairhope, AL and for receiving any funds from the City of Fairhope, AL. **MAINTAIN COPIES OF ALL DOCUMENTS FOR AUDIT PURPOSES.**

If you DO NOT employ one or more employee(s) in the State of Alabama, submit an updated W-9 and complete PART I of the attached Proof of Immigration Compliance Form. If you DO employ one or more employee(s) in the State of Alabama, please submit the required proof of enrollment and W-9 Form as identified on the previous page. Please submit the requested documentation to the City of Fairhope, AL's address below:

City of Fairhope, AL
Erin Wolfe, Purchasing Manager
555 S. Section St
Fairhope, AL 36532

PROOF OF ALABAMA IMMIGRATION ACT COMPLIANCE

In compliance with recent amendments to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Sections 31-13-1 et. seq of the Alabama Code), the City must obtain proof of enrollment with E-Verify for various contracts and agreements as determined by law. If your company has received this memorandum and it employs one or more employees in the State of Alabama, you must present proof of enrollment with E-Verify. Please complete Part I (if you do NOT employ one or more employees in the State of Alabama) or submit proof of enrollment with E-Verify II (if you DO employ one or more employees in the State of Alabama).

NOTE: signature page is considered proof of enrollment.

Part 1 - (Complete if you do NOT employ one or more employees in Alabama)

State of _____

County of _____

I certify in my capacity as _____ (your position) for
_____ (name of contractor or grantee)

that contractor or Grantee does not employ one or more employees in the State of Alabama. I further certify that should my status change and I am required to comply that I will submit all required documents to the City of Daphne, AL. I have read the E-Verify Requirements and swear and affirm that it is true and correct.

Authorized Signature

CERTIFICATIONS AND REPRESENTATIONS

(CONTRACT FUNDS)

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)

For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that--

The Offeror and/or any of its Principals--

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.