

## **SCOPE OF SERVICES FOR DISASTER DEBRIS REMOVAL, DISPOSAL AND REDUCTION SERVICES**

### **1.0 GENERAL**

The purpose of this contract is to remove and dispose of all eligible disaster generated debris from the Town of Dauphin Island, Alabama Rights-of-Way (ROW) including City streets, roads, parks, maintained, in-use public property, and utility ROWs within Town of Dauphin Island, Alabama. The area to be included as part of this contract is located entirely within the Town limits. It will be the responsibility of the contractor to adhere to all federal debris eligibility regulations, policy and guidance. Any debris work performed that is not in adherence with federal debris eligibility regulations, policy and guidance will not be reimbursed by the Town and will be the responsibility of the contractor.

### **2.0 SERVICES**

The services described below include work anticipated and envisioned as requirements to respond to a disaster event. Specific services or tasks will be ordered using the pricing schedule and/or task orders or change orders. When services or tasks are ordered all relevant paragraphs in this contract apply.

- 2.1 The Contractor shall provide all management, supervision, labor, materials, and equipment necessary for efficient and effective removal, disposal and reduction of all eligible debris from the Town ROWs and maintained in-use public property.
- 2.2 The debris shall be taken to an approved dumpsite. The Contractor and Town personnel will work together to establish a Temporary Debris Site (TDS) and select state approved final disposal land fill that offers the Town and FEMA the most desirable tipping fee. All necessary and applicable permits will be obtained by the contractor.
- 2.3 The amount and type of debris to be removed under this contract is unknown. The unit price on the individual pricing schedule will be used for payment.
- 2.4 The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. A representative of the Town shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the Town prior to beginning the work.
- 2.5 Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris (see definitions of eligible debris in paragraph 4.1) from maintained, in-use public property only, including ROW of streets and roads. Work shall include; 1) examining and sorting debris and to determine whether eligible debris is burnable or non-burnable; 2) loading and sorting the debris; 3) hauling the eligible debris to the appropriate dumpsite. Ineligible debris shall not be loaded, hauled, or dumped under

this contract. The Contractor is liable for all ineligible debris handled during the life of this contract. The Town representative shall be immediately notified of any ineligible debris placed at the right of way for collection.

- 2.6 Remove mixed debris and construction and demolition (C&D) debris from rights-of-way and/or maintained, in-use public property to a temporary debris staging site or to the landfill site as determined by the Town representative.
- 2.7 Should regulatory restrictions or other circumstances preclude open burning as the method of vegetative debris reduction, the Town may negotiate a change in the scope and pricing of work with the Contractor to provide debris reduction by air curtain incineration, chipping, and/or grinding.
- 2.8 The Contractor shall be responsible for managing the debris reduction site. Responsibilities include but are not limited to: providing all weather road access for debris trucks, providing dust control, providing fire prevention treatments to the site, providing site security, managing the volume of debris in an orderly and safe manner, and stockpiling of material. The contractor shall provide inspection towers as specified in paragraph 6.6. The Contractor shall provide a Household Hazardous Waste Containment Area as specified in paragraph 4.5. The contractor is responsible for returning the debris reduction site to pre-disaster conditions. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours, 7 days per week, unless directed otherwise by the Town's Representative or otherwise required by law or regulation.
- 2.9 The Contractor shall make a maximum of three passes with a minimum of one weekend between each pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Town. Scheduling of passes will be coordinated and approved by the Town's Representative.
- 2.10 Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Partially uprooted stumps in the ROW may be eligible for removal. Holes present as a result of uprooted trees in the public ROW shall be back filled to ground level with approved soil. Hazardous limbs, leaning trees in the ROW and hazardous stumps partially uprooted in the ROW will be handled on a case by case basis using change orders or task orders to the contract after FEMA eligibility approval. The Contractor shall not enter onto private property during the performance of this contract without first receiving a right-of-entry and prior approval by the Town.

- 2.11 The Contractor shall collect and dispose of eligible white goods in a manner complying with all applicable Federal, State and Local laws and regulations. White goods include appliances such as refrigerators, freezers, stoves, washers, dryers, hot water heaters, and dishwashers and contractor and town staff will select state approved final disposal land fill that offers the Town and FEMA the most desirable tipping fee. Removal and recycling of Freon from appliances and disposal of white goods shall be paid by the unit consistent with the pricing schedule in compliance with all applicable Federal, State and Local laws and regulations.
- 2.12 The Contractor shall collect and dispose of eligible electronic waste in a manner complying with all applicable Federal, State and Local laws and regulations. Electronic, or e-waste, refers to electronic products being placed at the ROW. These include a wide range of items, such as:
- Televisions and computer monitors
  - Computers and computer peripherals (e.g., monitors and keyboards)
  - Audio and stereo equipment
  - VCRs and DVD players
  - Video cameras
  - Telephones, cellular phones and other wireless devices
  - Fax and copy machines
  - Video game consoles
- 2.13 The Contractor shall remove eligible hanging limbs, leaning trees, and stumps. All work performed will be in compliance with FEMA eligibility requirements.
- 2.14 The Contractor shall provide the equipment specified in the Equipment Rental section of the Pricing Schedule with operators for initial emergency cleaning of roads, streets, and public right-of-ways (ROW). The work shall consist of clearing “eligible” material as directed by the Town. Ineligible material will not be handled under this contract. This work will involve primarily clearing the right-of-way (ROW) of streets and roads and public buildings. The contractor shall not enter any private property during the performance of this contract without first receiving a right-of-entry and prior approval by the Town. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) the equipment specified. All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates shall include the cost of protective clothing (to include hard-hats and steel toed boots), fringe benefits, hand tools, supervision, transportation and any other costs. The Town may terminate the Equipment Rental work at any time. The Contractor will be given a minimum of four (4) hours notice. This contract does not guarantee a minimum number of hours for

Equipment Rental payment. Payment will be made based on verified hours worked as described above and under no circumstances will exceed eighty four (84) hours per piece of equipment or per laborer per week.

- 2.15 Contractors shall note that a significant portion of the project will occur in residential areas. The Contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the Town. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project. Contractor shall immediately notify the Town of damages.
- 2.16 The Contractor shall use equipment and perform work in a manner to prevent damages to the Town's infrastructure facilities and adjacent ROW's, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the Town. All equipment shall be approved by the Town prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the Contractor. Contractor shall immediately notify the Town of damages.
- 2.17 The Contractor shall have a competent superintendent or project manager assigned to the Town contract work. This individual shall be available in person to the Town's Representative anytime work under this contract is ongoing. This individual shall be the contractor's principal point of contact for operational issues, shall attend all operational meetings and shall be prepared to brief operational status at meetings and in public forums.
- 2.18 The Contractor shall schedule and conduct an annual meeting and training session for Town personnel. The Town expects this annual training to occur during the month of May each year and address topics such as the contractor's hurricane operational plans for Town, FEMA eligibility criteria for debris operations, and actions required by the Town to better prepare for the possibility of a natural disaster.
- 2.19 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 2.20 The Town government reserves the right to inspect the site, verify quantities and review operations at any time.
- 2.21 All work shall be accomplished in a safe manner in accordance with Town and OSHA standards.

### 3.0 LOAD TICKETS

3.1 Load tickets shall be used for recording the cubic yard volume of debris removed for disposal. Load tickets may be adapted to document for payment the removal/disposal of other debris such as white goods. Load tickets shall be provided by the contractor. A copy of the load ticket to be used by the contractor shall be submitted for Town approval prior to beginning work. The Contractor shall provide all load tickets to the Town. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four-parts. A sample load ticket is included as an attachment.

3.2 Each ticket shall contain the following information:

- Ticket number
- Contract number
- Date
- Truck or Roll-off Number
- Truck Capacity
- Point of Debris Collection
- Loading Departure Time
- Dump Arrival time
- Percent of Load
- Actual Debris Volume
- Debris Eligibility (YIN)

3.3 A minimum four-part load ticket will be issued by a Town monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part load ticket to the Town monitor. The Town monitor will verify the hauler and equipment and establish a percentage of truck capacity, or actual cubic yards, of the eligible cubic yardage of debris load. The actual cubic yards will be recorded on the load ticket. The original is kept by the Town and is used as the basis for payment. The load tickets shall be submitted with the daily operational report.

### 4.0 DEBRIS CLASSIFICATION

4.1 Eligible Debris: Eligible debris is considered all Disaster related debris which is located within the right of way, and maintained, in-use public property, and defined below.

- The debris must present an IMMEDIATE HEALTH & SAFETY threat to the general public or to the users of an eligible facility.
- The debris must be the legal responsibility of the eligible applicant.
- The Contractor will be responsible for complying with all FEMA debris eligibility policy and guidance, to include current FEMA policy and

guidance, future FEMA policy and guidance (including any modification or clarifications to existing policy or guidance), and any disaster specific policy and/or guidance issued by FEMA.

4.2 Tree Eligibility: (LEANERS & HANGERS) A tree is considered hazardous if its condition was caused by the disaster; is an immediate threat to lives, public health and safety, or improved property; has a diameter at breast height (4.5ft above ground) of six inches or greater and one or more of the following criteria are met:

- It has more than fifty percent (50%) of the crown damaged or destroyed;
- It has a split trunk or broken branches that expose the heartwood;
- It has fallen or been uprooted within a public-use area; and/or
- It is leaning at an angle greater than 30 degrees.
- Dangerous tree hangers two inches or greater in diameter are also eligible.
- An uprooted tree on public property with fifty percent (50%) or more of its root ball exposed shall be removed in its entirety, and the stump hole shall be back-filled by the contractor or applicant with compatible material.
- Standing, dead trees may be eligible for removal. The Town will make the eligibility determination for tree removal.
- Trees on private property which lean toward the road, which are at risk of falling and are of sufficient size to threaten the roadway or will fall across a fence line, shall be removed by cutting the tree at the property line or at the edge of the right-of-way.

4.3 Construction demolition and household debris from public facilities placed within the applicant's right-of-way is eligible for removal and to be taken to the designated landfill site. Construction and household debris should not be mixed with vegetative debris or appliances. Hazardous and toxic waste shall not be mixed with construction and household debris, woody debris or appliances. Household garbage shall not be collected. The Contractor shall provide an inspection tower as specified in paragraph 6.6 at the designated landfill.

4.4 Stumps: The Contractor will be responsible for conducting all stump removal operations in accordance with FEMA policy to include any modifications to policy in the future or disaster specific guidance.

The Town will make all eligibility determinations concerning stump removal. When a disaster event uproots a tree or stump (i.e, fifty percent (50%) or more of root ball is exposed) on a public right-of-way or maintained in-use improved public property and the exposed root ball poses immediate threat to life, public health and safety, and approved by the Town for removal, the Contractor will remove and dispose of the debris

and backfill the hole created. This applies only when uprooted stumps are more than twenty four (24) inches in diameter (measured two (2) feet above ground) and is approved in advance by the Town, using the attached Hazardous Stump Worksheet. The Contractor will be responsible for providing documentation to the Town including photographs that establish its location on public property, specifics on the threat, stump diameter measured two (2) feet above ground, quantity of material to fill the hole, and any special circumstances.

1. The Contractor will be paid for extraction, transport and disposal of stumps with a diameter of twenty four (24) inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.
2. The Contractor will be paid at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractor did not extract them from public property). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.
3. If the Contractor will incur additional costs in picking up large stumps (over twenty four (24) inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to the Town in advance for consideration.
4. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.
5. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

4.5 Household Hazardous Waste: The Contractor will be required to construct a Household Hazardous Waste (HHW) containment area at the disposal site(s). This containment area will consist of an earthen berm with a non-permeable liner. The HHW containment area must be covered at all times with a non-permeable cover. Material which is found to be classified as HHW shall be reported immediately to the Town's Representative. This material shall be segregated from the remaining debris using a method which will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area. Disposal of the HHW debris will be coordinated by the Town Representative. Payment for this work shall be included in the cost for Debris Reduction Site Management (paragraph 2.8).

## 5.0 PERFORMANCE SCHEDULE

- 5.1 Debris removal and disposal shall begin within twenty-four (24) hours of receipt of notice to proceed.
- 5.2 Prior to commencing debris removal and disposal operations, the contractor shall, with the Town's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a seven (7) and fourteen (14) day projection. The plan shall be updated every week throughout the operation period.
- 5.3 All activity associated with debris removal operations shall be performed during daylight hours. The Contractor may work seven (7) days per week, including holidays.
- 5.4 The Town may initiate additions or deletions to the contract by written change orders. Both parties pursuant to applicable city, county, state and federal law will equitably negotiate subsequent changes in cost and completion time.
- 5.5 The Town expects a reasonably efficient daily production rate based on estimated cubic yards of debris. All work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving notice from the Town's Representative that the last load of debris has been delivered, unless the Town's Representative initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$500.00 per calendar day for any time over the maximum allowable time established.

## 6.0 EQUIPMENT

- 6.1 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment. "Hand loading" of trucks and trailers is prohibited in work under this contract. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. All extensions are subject to acceptance or rejection by the Town. All trailers shall have a metal framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor shall inspect all equipment prior to use. The Town will provide a form for this purpose.

6.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:

- Company Name
- Truck Number
- Cubic Yardage
- Inspectors Name and Date

An example sign is included as an attachment.

6.3 Prior to commencing debris removal operations, the Contractor shall present to the Town all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Measurements will be made jointly by the contractor and a Town representative. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The Town may, at any time, request that the trucks be re-measured. Maximum values may be rounded to the nearest cubic yard (ex.  $<18.5\text{cy} = 18\text{cy}$ ,  $\geq 18.5\text{cy} = 19\text{cy}$ ). The Contractor shall notify the Town each time a new truck, trailer or container is to be used under this contract. No capacity can exceed one hundred percent (100%) of the measured volume.

6.4 Trucks or 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 work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

6.5 Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the Town.

6.6 The Contractor shall provide an inspection tower at the Debris Reduction Site(s). This tower shall be constructed such that the Town's monitor can see the bed when empty and to fully view the debris load (at least 10 feet above the existing ground surface), for the purpose of establishing the loaded volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements. The tower shall be constructed with tubular metal scaffolds approved by OSHA and or and all terrain man lift that is OSHA approved. Access shall be provided by steps with a hand rail. The towers shall include a writing surface area. The contractor may provide a mechanical lift or scaffolding to be used in place of the constructed tower, but only if approved in advance by the Town. The Contractor shall remove and dispose of the inspection towers

following completion of the debris removal. The Contractor shall provide portable restroom facilities at all dumpsites. Payment for the portable restroom facilities shall be included in the line items for Vegetative Debris Removal and Construction & Demolition Debris Removal. Payment for the tower(s) shall be included in the line items for Vegetative Debris Removal and Construction & Demolition Debris Removal. No separate pay line item will be made for tower(s) or portable restroom facilities.

## 7.0 REPORTING

7.1 The Contractor shall submit a report to the Town each day for the term of the contract. A sample daily haul record is attached. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Daily and cumulative totals of debris hauled to each volume reduction site. Include site name.
- Daily and cumulative totals of debris hauled to a permitted landfill. Include landfill name
- Daily and cumulative totals of debris processed.
- Any problems encountered or anticipated
- Streets/zones cleared

7.2 Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

## 8.0 OTHER CONSIDERATIONS

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

8.2 The Contractor shall be duly licensed in accordance with town, state and county statutory requirements to perform the work.

8.3 The Contractor shall be responsible for taking corrective action in response to 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 Town.

8.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one (1) flag person should be posted at

each approach to the work area. Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the Town Representative and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor(s) and shall be accomplished in conformance with local traffic codes. Work shall be accomplished in a safe manner in accordance with Town and OSHA standards.

- 8.5 The Contractor shall be responsible for contacting Alabama Line Locate, Town Utilities Department, and any other utility company for the purpose of identifying utility lines and components in advance of work. Repair of damages to utility lines and components are the responsibility of the Contractor.
- 8.6 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations. Copies of any documentation granting approval shall be provided to the Town.
- 8.7 The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- 8.8 The Town may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.9 The Contractor shall employ as many local residents and subcontractors as possible as part of this contract. Preference, to the extent feasible and practicable, shall be given to those organizations, firms, or individuals residing or doing business primarily in the Town of Dauphin Island, Alabama area.

#### 9.0 FINAL DISPOSTITION

Landfill disposal fees for construction and demolition debris (C&D) and ash from burning operations are the responsibility of the Contractor. Town will reimburse contractor for landfill disposal fees at the cost from state approved final disposal land fill that offers the Town and FEMA the most desirable tipping fee.

#### 10.0 MEASUREMENT

Measurement for all eligible debris removed shall be by the cubic yard as determined by the eligible debris delivered to dumpsite, as supported by the load ticket. Load tickets shall document measurement. Compensation will be based on completed load tickets administered and validated by the Town's monitors based on the Contractor's unit price per cubic yard hauled from the rights-of-way and/or maintained in-use public property.

#### 11.0 BONDING AND INSURANCE

- 11.1 Prior to signing of contract, contractor agrees to furnish the Town with all applicable certificates of insurance. Within twenty four (24) hours following signing of contract,

contractor shall provide copies of insurance policies including all endorsements. In addition, a payment and performance bond equal to the estimated event cost for any and all events or \$3,000,000.00, whichever is higher, is required within seven (7) days of award of the contract. The Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the contractor is unable to obtain bonding.

11.2 The Contractor shall save and hold the Town, State of Alabama, US Government, their respective employees, officials and agents harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

## 12.0 PAYMENT

12.1 Payment for work completed may be invoiced on a monthly basis. Invoices shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the contractor in the attached Pricing Schedule. Work included in these specifications and not identified in the Pricing Schedule will be priced by change order or supplemental agreement to this contract.

12.2 Time is of the essence to the performance hereunder and the Town shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within sixty (60) days following the date of hand delivery to the Town's authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and one half percent (1 ½ %) per month calculated from the expiration of the thirty (30) day period until fully paid. Payment made is based on the post mark date or hand delivery date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.

12.3 For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the Town's authorized agent may retain a percentage of said payment, not to exceed ten percent (10%) of the contract value to insure performance of the contract. Said cause and progress shall be determined by the Town's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such a performance will continue. Upon completion of all contract requirements, retained

amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

12.4 The Town may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause. Any liquidated damages should be equal to daily monitoring costs and other costs incurred by lengthening the contract duration.

12.5 Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty (30) days of the certification of completion of the project by the Town's authorized agent, provided the Contractor has completed filing of all contractually required documents and certification with the Town's authorized agent, including acceptable evidence of the satisfaction of all claims or liens.

#### 13.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

Upon proper action by the Town, the Town's authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the Town's authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Town's authorized agent shall make an equitable adjustment and modify the contract in writing.

#### 14.0 TERMINATION OF CONTRACT

14.1 This contract may be terminated at any time for the convenience of the Town for any reason. The Town agrees to pay the contractor for all work completed through the termination date.

14.2 This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the Town's authorized agent within twenty four (24) hours of delivery of notice of said deficiency. The Town retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed five percent (5%) of said contract price.

## 15.0 WARRANTIES AND REPRESENTATIONS

15.1 This contract is binding upon and insures to the benefit of the Town, or Assigns, and is the whole agreement of the parties and governed by the Law of the State of Alabama. The appropriate venue for any litigation resulting hereunder will be in the State of Federal Courts in Mobile County, Alabama.

15.2 The Contractor shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

## 15.3 ALABAMA IMMIGRATION LAW COMPLIANCE

In compliance with Act 2012-491: Upon entering a contract, the awarded bidder affirms, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. Proof of enrollment in E-Verify for Immigration Law Compliance is required FROM THE AWARDED BIDDER – An acceptable proof of enrollment with E-Verify would be an E-VERIFY MEMORANDUM of UNDERSTANDING (MOU).

## 16.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

16.1 When the Contractor's work does not conform to the contract requirements completely, a deficiency exists. If a deficiency is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

16.2 If deficiencies are identified, the Town must take action to correct those deficiencies using one, or in some cases a combination of, the following:

16.2.1 Stop Unsafe Work. The Town's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

16.2.2 Issue a Stop Work Order. If the Town's authorized agent determines the deficiency is serious, the Town can issue a stop work order.

- 16.2.3 Reduced Value Deduction. The Town may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the Town, or another contractor, rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods allowed by the contract clause entitled "Inspection of Services".
- 16.2.4 The Town's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, the Contractor shall immediately inform the Town's authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Town's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs of damages by the Contractor.
- 16.2.5 The Town may discuss corrective actions with the Contractor to prevent future occurrences.
- 16.2.6 The Contract may be terminated.

## 17.0 NOTICES

- 17.1 At the time of award, the Contractor shall designate, in writing, a Contractor Representative to receive any Notice required hereunder and who shall be available at the local work site in the Town of Dauphin Island, Alabama, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the Town's authorized agent at the time of award.
- 17.2 The only Town personnel authorized to receive any Notice required hereunder is the Town's authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the Town.

## 18.0 OPTION TO EXTEND THE TERM OF THE CONTRACT

- 18.1.1 The term of this contract shall be for two (2) years from date of award.
- 18.1.2 This contract can be extended for two (2) additional one (1) year periods upon approval of Town and contractor.
- 18.1.3 If the Town exercises this option, the prices shown in the Pricing Schedule may be adjusted on the anniversary date of the contract not to exceed a percentage equal to the percent change in the Consumer Price Index as published by the U.S. Department of

Labor, Bureau of Labor Statistics. The contractor shall present in advance of the anniversary date of the contract, a proposal for option year pricing.

18.1.4 Should the Town and the Contractor be unable to agree on pricing or other terms of the contract, the Town is under no obligation to exercise the option to extend the term of the contract.

## 19.0 OTHER CONTRACTS

The Town reserves the right to issue other contracts or direct other contractors to work within the area included in the contract.

## 20.0 ATTACHMENTS

- Pricing
- Example Daily Haul Records
- Example Load Ticket
- Example Truck Placard
- Example Truck Certification
- Stump Conversion Table
- Hazardous Stump Worksheet

## 21.0 ACCEPTANCE OF CONTRACT

The contractor shall provide all the documentation required as per SECTION BONDING AND INSURANCE of this contract within the specified time limit, and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

The Contractor shall provide the Town with the required insurance certificate(s) including a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its Employees to the Town of Dauphin Island, Alabama.

The Contractor shall provide proof of Workman's Compensation as required by the State of Alabama.

As agreed upon by the Town of Dauphin Island and; \_\_\_\_\_, local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor in the Pricing Schedule.

IN WITNESS WHEREOF, the parties have agreed to the above requirements and have entered into the above contract this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

TOWN OF DAUPHIN ISLAND, ALABAMA

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

Jeff Collier, Mayor

\_\_\_\_\_

(CONTRACTOR)

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

Name, Title

Attest: \_\_\_\_\_

Wanda Sandagger, Town Clerk