PHENIX CITY Alabama
DEPARTMENT OF ENGINEERING / PUBLIC WORKS
601 12th Street | Phenix City, AL 36867 | Ph: 334-448-2760 | Fx: 334-291-4848 | phenixcityal.gov

JASPONICA G. FLORENCE
At Large / Mayor Pro Tem

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Councilmember District 1

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Mayor

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Councilmember District 2

ARTHUR L. DAY, JR.
Councilmember District 3

WALLACE B. HUNTER, City Manager
SHANNON DAVIS, City Clerk
ANGEL MOORE, P.E., City Engineer
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BID FORM

THIS IS AN INQUIRY - NOT AN ORDER

Date: _____ **Bids Close On:** 12/3/26 **Time:** 10:00 A.M. EST

Bids to be delivered to: ***Finance Department, City of Phenix City, Alabama, 601 12th Street, Second Floor, Phenix City, Alabama 36867***

Please quote us prices on the articles or services listed below. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the City Council considers the most advantageous to the City. Any suggestions as to quantity to secure a better price are welcome.

Item No.	Quantity	Item	Total
1	Unit Prices	See Pages 16-21 of the Bid Specifications	-

BIDS MUST BE RETURNED IN A SEALED ENVELOPE TO THE ADDRESS ABOVE. MARKED: **E27-01 Disaster Debris Removal Services Contract**

IF YOU MAIL YOUR BID BY FED EX OR AIRBORNE, ETC., PLEASE WRITE ON THE ENVELOPE ALSO: **E27-01 Disaster Debris Removal Services Contract.** NO BIDS WILL BE ACCEPTED AFTER **10:00 a.m.**, ON THE BID OPENING DATE. PLEASE NOTE THAT THE TIME IS EASTERN (GEORGIA). BIDS WILL BE OPENED IN THE COUNCIL CHAMBERS OF THE PHENIX CITY PUBLIC SAFETY BUILDING AT 1111 BROAD STREET PHENIX CITY, ALABAMA.

FOR ADDITIONAL INFORMATION, CALL: Engineering Department (334) 448-2760 .

GENERAL CONDITIONS OF BIDDING - READ CAREFULLY

1. Quote on alternates if unable to furnish items listed. State on face of bid exactly what you are furnishing. (Brand or Manufacturer's Name).
2. Any catalog, or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade.
3. Furnish specifications on all items bid.
4. The City of Phenix City is exempt from all Federal Excise Taxes. DO NOT include tax in your bid price or invoice.
5. PRICE MUST BE ITEMIZED. The City of Phenix City reserves the right to award item or total bid.
6. Due to legal requirements of the City for processing payments, cash discounts should be quoted ten days after end of month, when possible.
7. In the event no bid is to be submitted note same on invitation and return with the general provisions included herein. Also advise whether future invitations for type of supplies or services covered by the inquiry are desired.
8. The successful bidder will be required to have all applicable state and city business licenses.
9. A bid bond or cashier's check in the amount of $10,000 must be submitted with all bids

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DISASTER DEBRIS REMOVAL SERVICES CONTRACT

For

THE CITY OF PHENIX CITY

Phenix City, Alabama

ADVERTISEMENT FOR BIDS

Sealed proposals will be received from qualified general contractors for the furnishing of all labor and materials, equipment and incidentals required for the "Disaster Debris Removal Services Contract" for The City of Phenix City, 601 12th Street, Phenix City, Alabama, 36867, in accordance with the specifications prepared by the Phenix City Engineering and Public Works Department.

Sealed bids will be received by the City of Phenix City, Russell County, Alabama, until 9:30 A.M. Eastern Standard Time in the Phenix City Finance Department and/or 10:00 A.M. Eastern Standard Time on Thursday, December 3, 2026 in the City Council Chambers located at **the following address: Public Safety Building, 1111 Broad St., Phenix City, Alabama 36867.** At that time bids will be opened publicly.

Bid documents will be available for review in the Phenix City Engineering Department, 1206 7th Avenue, Phenix City, Alabama, 334-448-2760 or can be purchased for a fee of $25.00. The prospective bidder has the option of obtaining an electronic (PDF) copy of the specifications via email with no fee by contacting the Phenix City Engineering and Public Works Department at 334-448-2760.

The contract, if awarded, will be on a lump sum basis and evaluation of the qualification requirements. No bid may be withdrawn for a period of 60 days of the time and date of opening of bids.

Bids must be accompanied by a Bid Bond in an amount $10,000.00. Bids must be submitted on proposal forms as indicated in specifications. A certified check or money order will be accepted as the Bid Bond.

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The Owner reserves the right to reject any or all bids and waive technicalities and informalities in the bidding.

Bids shall be addressed to:

City of Phenix City
Purchasing Agent
601 12th Street
Phenix City, Alabama 36867

Subject:
The Phenix City Disaster Debris Removal Services Contract

Angel Moore, P.E.
City Engineer/Public Works Director
Phenix City, AL

END OF INVITATION FOR BID

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BID SPECIFICATONS
For Disaster Debris Removal Services
City of Phenix City, Alabama

INTRODUCTION

These bid specs were developed in compliance with AEMA, FEMA guidelines and regulations, and applicable federal laws and regulations. The primary purposes of this bid offering is for the following services:

(1) the removal of all eligible disaster-generated debris from a City's right of way as directed by City and
(2) the proper disposal of all eligible disaster-generated debris

While it is anticipated that these debris removal services will most frequently be utilized in the event of a federal or state-declared emergency or disaster, the availability of these services shall also apply for non- declared disaster events.

It is a requirement of this bid offering that the successful bidder be able to provide the services set out in these bid specifications in full compliance with all AEMA, FEMA and FHWA guidelines and regulations and federal law and regulations applicable at the time work is performed to ensure reimbursement, if reimbursement is available. Any conflict with the language included in these specifications shall be construed to comply with FEMA requirements.

The bidding contractor is expected to register and comply with the Federal E-Verify Program. The successful bidder shall provide documentation that they have registered as an employer through the E-Verify Program prior to being awarded the bid for said project. Examples of the online forms are provided within these documents as a reference.

The debris removal services contractor will work closely throughout the project with designated City personnel and/or a monitoring services contractor. Both the City and the monitoring services contractor will provide the debris removal services contractor with

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names, contact information, and program areas of appropriate City and monitoring services contractor personnel.

SERVICES ACTIVATION PROCEDURES

The Invitation to Bid shall be authorized under the terms of the contract between the City and the successful bidder (hereinafter sometimes referred to as "debris removal services contractor" or "contractor") to activate the contract in the event of a Federal or State declared emergency or other disaster in the City warranting the need for debris removal and/or disposal activities.

The debris removal services contractor will be required to respond to the Notice to proceed within 24 hours of its receipt and to activate its forces as soon as weather allows as directed by the City.
Once activated, the debris removal services contractor shall provide the services set out in these bid specifications to the extent necessary to meet the needs of the City.

The debris removal services contractor must be able to provide the minimum services included in these bid specifications upon activation and must be prepared to place project personnel, including a project manager, in the City within 24 hours of receipt of the written Notice to Proceed. **Each bidder shall include with his or her Bid Submittal Form complete and adequate contact information for transmitting the Notice to Proceed to the debris removal services contractor.** Project communication contacts for the City shall be detailed in the Notice to Proceed issued by the City. The debris removal services contractor shall be responsible for coordinating with these designated City Representatives to ensure compliance with the 24 hour mobilization requirements.

Upon receipt of the Notice to Proceed but prior to commencing any debris removal or disposal activities, the debris removal services contractor shall provide the City with a work plan for all activities to be conducted during the project. The initial work plan shall detail a 7 and 14 day projection of activities. The plan shall be updated every week

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throughout the project period. The City may prioritize areas where the contractor shall perform specified activities.
All activities conducted for the City shall be performed during daylight hours. The contractor may work seven days per week, including holidays. However, the City may suspend all operations due to inclement weather or unforeseen circumstances or events.

TRAINING REQUIREMENT

The debris removal services contractor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement, if reimbursement is available, and disaster specific information. All training shall meet AEMA, FEMA, and FHWA requirements, and where possible or required by AEMA, FEMA, or FHWA rules or regulations, shall involve personnel from either or both of these agencies. Proof of training shall be provided to the City when responding to a Notice to Proceed. **The bidder must demonstrate in his or her bid documents that all workers will be adequately trained prior to performing any work on the project.**

LOCATION OF DEBRIS REMOVAL SITES

The debris removal services contractor shall be required to remove debris from all areas identified by the City as included in the Notice to Proceed and other direction from the City. This may include the removal of debris from County Roads, Federal Aid Highways, State Roads, City-maintained Streets/Roads and Public Property, and/or Utility and Access Easements. This may also in some instances include the removal of debris from private property, but only if the disaster triggers the activation of private property debris removal (PPDR) and only if specifically authorized by the City. The City may limit the scope or type of debris to be removed by the contractor. The debris removal services contractor shall not perform any work in an area that has not been specifically assigned to the contractor by the City.

The contractor shall make as many passes through the locations where debris is to be removed as are necessary and as directed by the City. There shall be up to three passes with a minimum of one weekend between each pass; provided, however, the contractor shall complete each pass over all

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locations in the City prior to beginning the next pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the City. The scheduling of passes will be coordinated and approved by the designated representative.

DEBRIS LOCATION, SITE PREPARATION AND MANAGEMENT

The debris removal services contractor shall be responsible for all vehicular and pedestrian traffic control at all debris removal location sites, which shall be accomplished in conformance with the latest edition of the Manual on Uniform Traffic Control Devices. The contractor shall provide all flag persons, signs, traffic control and other equipment to necessary personnel working at the site. At least one flag person shall be posted at each entrance and exit of 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 City and the closures are coordinated with City Personnel as directed by the City.

Prior to performing any work at a debris removal location site, the debris removal services contractor shall contact Alabama Line Locate or any other utility company for the purpose of identifying utility lines and components in advance of
work.

SCOPE OF SERVICES

Bidder shall demonstrate that he/she is experienced and knowledgeable in handling and executing disaster debris removal in compliance and consistent with the policies, publications, guidelines and regulations of the AEMA, FEMA, FHWA, and all applicable federal law and regulations in effect at the time of the work being performed. Throughout these bid specifications, any reference to FEMA shall also mean FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. The debris removal services contractor shall further demonstrate compliance with, including but not limited to, the following:

- FEMA Public Assistance Program and Policy Guide (Version 5.0 Effective January 2025)

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- 2 C.F.R §§200.317-200.327 Procurement Standards
- 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
- 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act Clean Air Act and Federal Water Pollution Control Act
- 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
- 31 U.S.C. § 1352 and 44C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended) Section 6002 Solid Waste Disposal Act
- 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts Emergency Relief Manual (Federal-Aid Highways) (May 2013)
- FEMA and Federal Requirements for Access to Records
- Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
- Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance State of Alabama Administrative Regulations for Public Assistance for State Managed Events in Compliance with Alabama Act 2009342

In addition to the compliance requirements above, the debris removal services contractor shall comply with requirements under **2 C.F.R. §200.321.** The awarded contractor agrees, if subcontracts are to be let, to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. The affirmative steps must include:

a. Placing qualified small and minority businesses, and women's business enterprises on
solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business
Administration and the Minority Business Development Agency of the Department of Commerce.

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Except by written consent and agreement of the City, the debris removal services contractor is expected to complete all activities for the City within 180 days of the date of a declaration of emergency or disaster or, if there is no emergency or disaster declaration, within 180 days of the issuance of the Notice to Proceed. All work, including site restoration prior to close-out, shall be completed within 60 calendar days after receiving notice from the City that the last load of debris has been delivered unless there is a written extension of time granted by the City. No changes in scope of work or time frames for completion will be allowed except as specifically authorized in the contract executed between the debris removal services contractor and the City, or where applicable, approved by AEMA, FEMA, and FHWA. The contract shall provide for the assessment of liquidated damages in the amount of $5,000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

PROJECT MANAGEMENT AND WORK FORCES

The debris removal services contractor shall provide all management, supervision, labor, materials, and equipment necessary for the efficient and effective removal, disposal and reduction of all eligible debris. This shall include, at a minimum, a project manager, an adequate number of workers acting under the direction of the project manager, and proper and sufficient equipment and materials to accomplish the functions of the contract. All workers, including contract workers, shall report to and work under the supervision of the project manager.

The bidder must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. The debris removal services contractor may use contract labor for this function. However, the bidder shall document in his or her bid that his or her company can, through the use of company personnel and equipment, remove at least 30% of debris utilizing the bidders own equipment and personnel within the 180 day time frame for completion of the project.

PROJECT MANAGER

The debris removal services contractor shall have a Project Manager assigned to the City at the time of contract activation and shall provide the City with adequate contact information regarding this person in its initial response to the Notice to Proceed. **The bidder must demonstrate in his or her bid documents that he or she will be able to assign a Project Manager to the City at the time**

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of responding to a Notice to Proceed and that said Project Manager will be able to perform all duties set out herein. The Project Manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA, FEMA, and FHWA related issues.

Additionally, the Project Manager shall perform, at a minimum, each of the following duties:

(1) meet with designated personnel from the City immediately upon receipt of the Notice to Proceed to discuss the scope of services expected
(2) remain within the City during all work hours throughout the length of the project
(3) schedule and coordinate daily debris removal activities with designated City Personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities
(4) attend and participate in meetings and press conferences with designated City personnel as determined necessary by the City
(5) oversee and supervise all debris removal and disposal activities throughout the project
(6) regularly communicate with the City and monitoring services contractor personnel to keep the City informed of all aspects of the debris removal and disposal activities
(7) provide input to the City to improve efficiency of collection and removal of debris
(8) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris
(9) schedule and coordinate daily debris removal activities with designated City personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities
(10) oversee and supervise all debris removal and disposal activities throughout the project
(11) regularly communicate with City and monitoring services contractor personnel to keep the City informed of all aspects of the debris removal and disposal activities
(12) provide input to the City to improve efficiency of collection and removal of debris
(13) identify, address and troubleshoot potential problems and questions that could
(14) impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris

SAFETY OFFICER

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The debris removal services contractor shall have a Safety Officer assigned to a project in the City to ensure work site conditions and equipment are safe and operable and that all workers are performing all activities in a safe manner. The Safety Officer may be the contractor's project manager, but he or she shall be able to dedicate the appropriate time to issues of safety as deemed necessary by the City to ensure safe work conditions and practices in all work areas. The Safety Officer shall be available in person to designated City personnel at any time during the project. The activating City may require the contractor to appoint a new safety officer if the City determines the contractor is not adequately addressing safety concerns. The City may also cease work of the contractor if it determines safety concerns are not being addressed in a timely and sufficient manner.

ENVIRONMENTAL PERMITS, FEES, AND PROTECTIONS

The debris removal services contractor is responsible for obtaining all necessary and applicable environmental and regulatory permits prior to commencing any debris removal or disposal activities. Copies of all documentation evidencing proper permitting and approval shall be provided to the City before any activities begin.

The debris removal services contractor shall be responsible for dust control and all other environmental safeguards and protections as necessary. All such safeguards and protections shall comply with federal and state laws and regulations regarding same.

ELIGIBLE DEBRIS REMOVAL

The debris removal services contractor shall be responsible for clearing, separating, and removing any and all eligible debris from all locations identified by the City using the procedures set out in these bid specifications. Services shall include at a minimum each of the following:

(1) Examining and sorting debris into separate categories
(2) Loading the sorted debris onto appropriate equipment hauling and
(3) Hauling the eligible, sorted debris to an appropriate, approved reduction and/or disposal site

The debris removal services contractor shall only be authorized to clear, separate, and remove eligible debris as directed by the City and shall only be paid by the City for removal of eligible debris. The debris removal services contractor shall document ineligible debris left at a debris removal

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location and shall notify the designated City representative immediately of any ineligible debris placed at the right of way for collection.

"Eligible debris" is all disaster-related debris located on City streets, rights of ways, federal aid highways, state roads, CityMaintained public property, and/or utility and access easements provided:

(1) The debris complies with current or future AEMA, FEMA, and FHWA debris eligibility guidelines and regulations
(2) The removal of the debris is the legal responsibility of the City and
(3) The debris presents an immediate health and safety threat to the general public or to the users of an eligible public facility

The types of eligible debris which the contractor may be required to remove include, at a minimum, each of the following:

(1) Trees and limbs
(2) Stumps
(3) Construction and demolition debris
(4) Scattered displaced debris
(5) Household hazardous Waste
(6) Vegetative Debris
(7) White goods
(8) Electronic Waste
(9) Waterway Debris
(10) Sand and silt
(11) Vehicles
(12) Vessels
(13) Biowaste

There are special rules and procedures for the removal and/or disposal of certain types of eligible debris as set out in these bid specifications. The debris removal services contractor shall at all times comply with these procedures and all AEMA, FEMA, and FHWA guidelines and regulations related to same.

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DEBRIS REMOVAL PROCEDURES

The debris removal services contractor shall perform all debris removal services necessary as directed by the City. The City may limit the services to be performed by the debris removal services contractor. All work shall be accomplished in a safe manner in accordance with State and City. Standards and Guidelines and all debris removal work areas shall be left clear of debris and as clean as reasonable and practical before the contractor leaves the area.

The City may periodically inspect any and all debris removal locations, verify quantities of debris collected, and review debris removal activities of the contractor.

All work shall be conducted in such a manner that will not interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. The contractor shall only perform services authorized by the City. Additionally, the contractor shall not enter onto private property for debris removal activities conducted on behalf of the City and shall not solicit work from private citizens or others while performing services for the City.

The following procedures will be utilized by the debris removal services contractor for each of the categories of debris and work set out below.

TREES, LIMBS, AND STUMPS

The debris removal services contractor shall be responsible for cutting down and removing hazardous trees, limbs, and stumps that qualify as eligible debris under AEMA, FEMA, and FHWA guidelines and regulations. Prior approval of AEMA, FEMA, and FHWA may be required.

Eligible, approved uprooted trees with exposed roots shall be removed in their entirety with the stump hole back-filled with approved material. Holes present as a result of uprooted trees in the public right of way shall be back-filled to ground level with approved soil.

Partially uprooted stumps on improved public property or rights of way with a 2 feet or larger in diameter measured 2 feet above the ground that create an immediate threat to life, public health, and safety shall be removed. Stumps which must be extracted by mechanical means shall be addressed on a case-by-case basis by the activating City and, where applicable, only after AEMA,

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FEMA, and FHWA has approved the extraction. Stumps that are not eligible for reimbursement shall be flush cut to the ground. Stumps shall be hauled separately from other debris and individually measured by the City for conversion to cubic yards using the attached Stump Conversion Table.

Leaning or fallen trees which extend onto the public right of way or roadway from private property and which are at risk of falling onto the roadway or across a fence line shall be removed by cutting the tree at the property line or at the edge of the right of way. Only that part of the debris that lies within the right of way shall be removed. Standing, dead trees are ***not*** eligible for removal.

Hazardous tree limbs two inches or greater in diameter that are still hanging in the tree (tree hangers) and are threatening a public use area, such as a trail, sidewalk, road, etc. are considered eligible debris and shall be cut down.

CONSTRUCTION, DEMOLITION, AND SCATTERED DISPLACED DEBRIS

The debris removal services contractor shall remove construction, demolition, scattered displaced debris, and homeowners' debris placed within the City's right-of- way areas. Construction and household debris should not be mixed with vegetative debris or appliances, hazardous and toxic waste. Household garbage shall ***not*** be collected.

HOUSEHOLD HAZARDOUS WASTE (HHW)

Material classified as household hazardous waste shall be segregated from all other debris using a method which will allow the remaining non-household hazardous waste debris to be processed separately. Designated City Personnel shall be notified immediately when household hazardous waste is found. All household hazardous waste debris will be moved and placed in the designated household hazardous waste containment area at the appropriate disposal site.

VEGETATIVE DEBRIS

The debris removal services contractor shall perform vegetative debris reduction by open burning whenever possible. Preparation and operation of the site for burning shall meet all safety standards and recommendations by local and state officials with applicable responsibilities. Ash from the burning of the vegetative debris shall be tested as prescribed by the appropriate regulatory agency. If test results allow, ash shall be land-applied to the burning site and incorporated into the soil by

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tilling. However, if the test results require, the ash from burning shall be loaded and transported to an approved landfill for disposal. In the event regulatory restrictions or other circumstances preclude open burning as the method of vegetative debris reduction, the contractor shall accomplish vegetative debris reduction by air curtain incineration, chipping, and/or grinding as directed by the City.

WHITE GOODS

The debris removal services contractor shall collect and dispose of eligible white goods in compliance 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.

ELECTRONIC WASTE

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 waste means electronic products placed at the right of way, including but not limited to televisions, computers, computer peripherals, monitors and keyboards), audio and stereo equipment, VCRs, DVD players, video cameras, telephones, cellular phones and other wireless devices, fax and copy machines, and video game consoles.

WATERWAY DEBRIS REMOVAL

The debris removal services contractor shall be responsible for the removal of debris from canals, rivers, creeks and streams. Once the debris is retrieved and measured by cubic yard, then disposal and payment for the disposal will depend on the type of debris retrieved.

SAND AND SILT REMOVAL

Where applicable, the debris removal services contractor shall be responsible for the recovery, loading, and the disposal of sand, silt, mud, dirt and rock deposited on the City's right of way or public property.

VEHICLE REMOVAL

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The debris removal services contractor shall be responsible for the recovery, loading, determination of ownership, and disposal of vehicles deposited on the City's right of way or public property.

VESSEL REMOVAL

The debris removal services contractor shall be responsible for the recovery, loading, determination of ownership, and disposal of vessels deposited on the City's right of way, waterways, or public property.

BIO-WASTE

The debris removal services contractor shall be responsible for the removal and disposal of waste capable of causing infection to humans such as animal waste, human blood and pathological waste. Material which is found to be classified as bio-waste shall be reported immediately to designated City Personnel. This material shall be segregated from the remaining debris using method which will allow the remaining non-bio-waste debris to be processed separately.

DEBRIS DISPOSAL SITES AND PROCEDURES

The disposal of all debris removed from a debris location site shall be the responsibility of the debris removal services contractor. All debris shall be disposed of in compliance with applicable federal, state, or local laws, regulations, or guidelines providing for proper disposal of the particular type of debris.

The debris removal services contractor shall be responsible for securing staging, reducing and disposal sites for the disposal of all debris collected, with one site identified as the primary debris management site. The contractor shall submit to the City a listing and location map for all proposed staging, reducing and disposal sites. All disposal sites, including the primary debris management site, shall be approved in writing by the City prior to use of any disposal site.

The contractor shall be responsible for obtaining all necessary and applicable permits for each disposal site and for payment of any and all landfill disposal fees necessary for proper final disposal

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of collected debris. The contractor is also responsible for returning the primary debris management site to pre-disaster conditions upon project completion.

The contractor shall provide inspection towers at all debris management sites and at all approved disposal sites. This tower shall be constructed such that debris removal monitors can see the bed when empty and fully view the debris load (at least 15 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 and be constructed to the U.S. Army Corp of Engineers' (USAGE) standards for inspection towers. 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 approved disposal sites.

The debris removal services contractor shall construct a household hazardous waste containment area consisting of an earthen berm with a non-permeable liner at all disposal sites where such debris will be transported. The containment area shall be covered at all times with a non-permeable cover.

The debris removal services contractor shall be responsible for managing all disposal sites, including the primary debris management site. The daily operation of all disposal sites shall coincide with hauling operations during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by designated City personnel or as otherwise required by law or regulation.

Other management responsibilities will include at a minimum:

(1) providing all weather road access for debris trucks,
(2) providing dust control,
(3) providing fire prevention treatments to the site,
(4) providing site security,
(5) managing the volume of debris in an orderly and safe manner, and
(6) stockpiling of material.

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RESPONSIBILITY FOR DAMAGE AND VIOLATIONS

The debris removal services contractor shall exercise due care in the performance of all activities to minimize any damages to trees, shrubs, landscaping and public or private property. The contractor shall be responsible for damages to any property caused by its equipment or workers at no expense to the City. The City shall be notified immediately of any damages which occur during debris removal activities conducted by the contractor.

The debris removal services contractor shall be responsible for any and all corrective action required in response to any notices of violations issued by any federal, state, or local agency as a result of the contractor's actions while conducting activities on behalf of the City. All corrective actions shall be taken at the contractor's expense. Additionally, the contractor shall be solely responsible for the payment of any fines or penalties resulting from any such violations.

EQUIPMENT

All equipment to be utilized by the debris removal services contractor shall comply with all applicable federal, state, and local rules and regulations and shall be inspected and approved by the City prior to use. The debris removal services contractor shall provide all labor and materials necessary to fully operate and maintain all equipment to be utilized. Additionally, all equipment must meet the following minimum standards:

(1) All loading equipment shall be able to operate from the road using buckets and/or booms and grapple devices to remove and load the debris.
(2) All trucks and other equipment shall be equipped with back up alarms.
(3) 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.
(4) "Hand loading" of trucks and trailers is prohibited.
(5) Sideboards or other extensions to the bed of trucks shall meet all applicable rules and regulations, shall cover the front and both sides, and shall be constructed in a manner to withstand severe operating conditions.
(6) Sideboards shall be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides.

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(7) All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls.
(8) 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.
(9) Plastic webbing is not acceptable for a tailgate.
(10) All hauling equipment shall be measured and marked for its load capacity.
(11) Loading equipment shall be rubber-tired and sized properly to fit loading conditions.

All trucks and other heavy equipment utilized by the contractor shall be equipped with signs attached to both sides of the equipment which contain the following information:

(1) Company Name
(2) Truck Number
(3) Cubic Yardage
(4) Inspector's Name and Date

Magnetic signs are not permitted.

The debris removal services contractor shall allow inspection by the City of all trucks, trailers, or containers that will be used for hauling debris prior to commencing any debris removal activities and shall notify the City each time a new truck, trailer or container is to be used. Each truck or trailer shall be measured to determine the load capacity, which capacity shall be clearly displayed on the truck or trailer at all times. The contractor shall not allow the capacity of debris loaded on any truck or trailer to exceed 100% of the measured volume. The City may re-measure all equipment at any time.

If the debris removal services contractor plans to rent equipment for any of the debris removal activities set out in these bid specifications, he or she shall provide the City with an Equipment Rental Schedule, which shall include operators for initial emergency clearing of roads, streets, and public rights of way. 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, including hard hats and steel toed boots, fringe benefits, hand tools, supervision, transportation and any other costs. The City may terminate the equipment rental work at any time.

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There shall not be a minimum number of hours guaranteed for use of rental equipment for initial emergency clearing of roads, streets, and public rights of way. The contractor will be reimbursed for the cost of equipment rental based on number of verified hours worked, not to exceed 70 hours per piece of equipment or worker for this initial emergency period.

REPORTING REQUIREMENTS

The debris removal services contractor shall be required to keep complete and accurate records of all activities as set out in these bid specifications. Load tickets shall be used for all debris removal and disposal activities and daily reports shall be filed as set out herein.

DEBRIS REMOVAL SITE DOCUMENTATION

The debris removal services contractor shall document conditions at all debris removal locations prior to beginning work at the area. Documentation shall include photographs and/or video tape of the location. Additionally, the contractor shall document with photographs and/or video tape all items left at a debris removal location at the time the contractor leaves the area.

LOAD TICKETS

The debris removal services contractor shall utilize load tickets for recording the cubic yard volume of debris removed from a debris removal location. Any item paid by weight shall indicate tare and gross weight for the load. Load tickets to be utilized shall be submitted to the City for approval prior to beginning work on a project.
The load ticket shall be sequentially numbered with a minimum of four-parts and shall contain the following information:

(1) Ticket Number
(2) Contractor Name
(3) Sub-Contractor Name
(4) Date
(5) Truck or Roll-off Number
(6) Truck Capacity

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(7) Point of Debris Collection
(8) Point of Debris Disposal
(9) Loading Departure Time
(10) Disposal Site Arrival Time
(11) Percent of Load
(12) Actual Debris Volume
(13) Debris Eligibility
(14) Debris Classification
(15) Tare and gross weight, where applicable

Designated personnel from the City or debris monitoring services contractor shall distribute load tickets to the debris removal services contractor prior to transportation of debris from the debris removal location after verifying the hauler and equipment, type of debris to be collected, percentage of truck capacity, and the actual cubic yards of eligible debris. The original load ticket shall be retained by the designated City personnel or debris monitor contractor at the primary debris management disposal site and the remaining copies shall be distributed as follows:

(1) One part to the designated City personnel or debris removal monitor at the loading site
(2) One part to the designated City personnel or debris removal monitor at the debris management site/disposal site upon arrival of the hauling equipment
(3) One part to the hauler when exiting the debris management site after unloading debris

All load tickets shall be submitted with the debris removal services contractor's daily report.

DAILY REPORTING

The debris removal services contractor shall submit a daily report to the City throughout the length of the project utilizing the Daily Haul Record provided for that purpose. Each report shall contain, at a minimum, the following information:

(1) Contractor's Name and Contract Number
(2) Daily and cumulative totals of debris hauled to each identified volume reduction site
(3) Daily and cumulative totals of debris hauled to identified permitted landfills
(4) Daily and cumulative totals of debris processed at a disposal site

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(5) Type of debris hauled

Discrepancies between the daily report and corresponding load tickets shall be reconciled no later than the following day
after the discrepancy is
identified.

BONDING AND INSURANCE

All bidders shall provide adequate documentation to demonstrate ability to satisfy the following requirements related to insurance, bonding, and payment of liquidated damages:

GENERAL AND PROFESSIONAL LIABILITY INSURANCE

The debris removal services contractor shall maintain such general and professional liability insurance as will protect the contractor and any City from any claims for workmen's compensation and from claims for damage and/or personal injury, including death, which may arise from operations under the regional contract executed. Such insurance shall also cover any financial loss to the City as a result of the denial of AEMA, FEMA, and FHWA reimbursement due to the errors and/or negligence of the debris removal services contractor. Such insurance shall be written by companies authorized to do business in Alabama.

Proof of insurance with the following minimum coverage shall be included with each bid submitted by the debris removal
services contractor:

General Liability:
$2,500,000- Bodily injury and property damage combined occurrence
$2,500,000 - Bodily injury and property damage combined aggregate
$2,500,000- Personal injury aggregate

Automobile Liability:
$2,500,000 - Bodily injury and property damage combined coverage any automobile including hired and non-owned vehicles
Statutory Workers Compensation as required under Alabama law Employers Liability:

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$250,000- Limit each occurrence

Umbrella Coverage:
$2,500,000- Each occurrence
$2,500,000- Aggregate

PAYMENT AND PERFORMANCE BOND

The debris removal services contractor shall also be required to execute a payment and performance bond equal to 100% of the estimated cost of a project conducted on behalf of the City upon receipt of a Notice to Proceed. All bidders shall include in their bid proof of ability to secure such payment and performance bond as evidenced by letter of credit from a bank in the state of Alabama holding deposits for the bidder's company or a statement from a surety company satisfactory to demonstrate the bidder's ability to secure such bond in the event required due to activation by the City executed with the successful bidder.

Additionally, the debris removal services contractor shall be required to post a contractual payment and performance bond in the amount of $1,000,000 at the time of execution of the contract between the City and the successful bidder/debris removal services contractor. This bond shall be made payable to the awarding authority on behalf of the City and shall be called in on behalf of the City sending the debris removal services contractor a Notice to Proceed in the event the debris removal services contractor fails to execute the above-referenced performance bond required upon receipt of a Notice of Proceed or fails to satisfy any other obligations under the contract. This requirement is in addition to the requirement to post the payment and performance bond required herein. **Each bidder must provide proof of his or her ability to secure this bond at the time of execution of the contract if he or she is determined to be the lowest responsible bidder meeting bid specifications.**

PRICING AND PAYMENT PROCEDURES

The bidder shall include his or her bid pricing schedule on the attached Bid Submittal Form based on all categories of work. Except where otherwise specifically provided, all pricing will be unit pricing. Some bid items or activities will have special rules as set out below:

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(1) The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor.
(2) Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal.
(3) The bid price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway.[1]
(4) Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction & Demolition Debris Removal.
(5) Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris.
(6) Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid at the unit price for open burning.
(7) Removal and recycling of Freon from appliances and disposal of white goods shall be paid at the unit price for Freon Recovery and Recycling.

Additionally, as noted throughout these bid specifications, the successful bidder/debris removal services contractor shall be responsible for the payments of all permits, landfill fees, equipment rental fees, and any other costs required to perform the services included in these bid specifications. All such costs shall be considered by the bidder in establishing the bid prices submitted.

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[1] An example of this would be C&D material collected from a waterbody. The collection would be measured in cubic yards and paid for under the bid schedule item for Waterway Debris Removal. The disposal of the C&D material would then be processed and paid for under the Removal and Disposal of Eligible C&D debris to an eligible Landfill, per ton.
Additionally, as noted throughout these bid specifications, the successful bidder/debris removal services contractor shall be responsible for the payment of all permits, landfill fees, equipment rental fees, and any other costs required to perform the services included in these bid specifications. All such costs shall be considered by the bidder in establishing the bid prices submitted.

The City shall determine at the outset of the contract when the billing cycle for contract payments will begin- either on the contract activation date or date of disaster declaration. The debris removal services contractor shall be expected to mobilize and sustain its workforce in the City for a period of

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90 days prior to any reimbursement by the City. The City may agree to reimburse the debris removal services contractor within a shorter time frame, but shall not be contractually required to make any payments in less than 90 days. After the initial 90 day period expires, the contractor shall be entitled to payment for the first 30 days of work performed by the contractor in the City after the Notice to Proceed provided the contractor has satisfactorily performed the functions required under the contract. The City shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- Notice to Proceed
- Debris removal services contractor reports to activating City within 24 hours of notice
- Debris removal services contractor submits bill to City for first 30 day period within one week of the end of the first
  30 day period with same procedure for subsequent 30 day periods during the project
- At the end of the third 30 day period, the City remits payment for the first 30 day period if satisfactory work has been performed
- Process continues until work is completed and all payments have been made

All bids shall include a statement acknowledging and accepting these terms.

Payment for work completed may be invoiced on a monthly basis after the initial 90 day period from Issuance of the Notice to Proceed. Invoices shall be based on reconciled load tickets from the daily reports. All payments will be based on unit pricing submitted by the contractor.

The debris removal services contractor shall be expected to work diligently and efficiently to complete the debris removal and disposal project in the shortest time possible. The City may withhold payments not to exceed 10% of the project value when satisfactory progress has not been achieved by the contractor during any period for which a payment is due. Additionally, the City shall recover from the contractor any delay costs caused by the acts or omissions of the contractor or his or her agents.

The City may also withhold payment or final payment for reasons including, but not limited to the following:

(1) unsatisfactory job performance or progress
(2) defective or disputed work

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(3) failure to comply with material provisions of the contract
(4) third party claims filed
(5) damage to the City's right of way or other City-maintained properties
(6) reasonable evidence that a claim will be filed

Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 90 days of the certification of completion of the project by the City, provided the debris removal services contractor has filed all contractually required documents and certifications with the City, including acceptable evidence of the satisfaction of all claims or liens.

DISPUTES

Except otherwise provided in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to informal mediation between the parties, which will be non-binding to resolve any dispute. If said matter cannot be resolved through informal mediation, then in that event, either party in this agreement can request formal non-binding mediation.
If the parties do not resolve a dispute through mediation, the method of binding dispute resolution should be the following: Litigation in a court of competent Jurisdiction in Russell County, Alabama or in the United States District Court for the Middle District of Alabama. Dispute shall be interpreted by laws of the State of Alabama.

CONTRACT TIME

The duration of this contract will be 365 days from the date of the executed contract between the City of Phenix City and the successful bidder. The City may, if it chooses to, exercise the option to renew the contract for an additional 365 days upon the anniversary of the original executed contract twice. Thus making the total contract time 3 years from the date of the executed agreement between the City of Phenix City and the successful bidder.

BID SUBMITTAL FORM

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Debris Removal Services Bid – City of Phenix City, AL

Company Name: _____

Address: _____

_____

Bid Submitted by: _____
(Name of company representative)

Title: _____ e-mail address: _____

Phone: _____ Fax: _____

BID PRICING Disaster Debris Removal Bid					
ITEM	Est. QTY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
001.	N/A N/A N/A N/A	Removal and Disposal of Eligible Vegetative Debris at Debris management site (see note no. 1) Haul Range – 0-15 miles Haul Range – 16-30 Miles Haul Range – 31-60 Miles Haul Range – Greater than 60 miles	Cubic Yard	_____ _____ _____ _____	_____ _____ _____ _____

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002.	N/A	Hauling of reduced debris from the Debris management site to final disposal site. Haul Range – 0-15 miles Haul Range – 16-30 Miles Haul Range – 31-60 Miles Haul Range – Greater than 60 miles	Cubic Yard	_____ _____ _____ _____	_____ _____ _____ _____
003.	 N/A N/A N/A N/A	Removal and Disposal of Eligible Construction and Demolition (C&D) debris to approved Landfill (see note no. 1) Haul Range – 0-15 miles Haul Range – 16-30 Miles Haul Range – 31-60 Miles Haul Range – Greater than 60 miles	Ton	_____ _____ _____ _____	_____ _____ _____ _____
004.	N/A	Air Curtain Burning Vegetative Debris at Debris management site (Including cost of Ash Removal and Disposal)	Cubic Yard	_____	_____
005.	N/A	Chipping or Grinding Debris at Debris management site (Including cost of Reduced Debris Removal & Disposal)	Cubic Yard	_____	_____
006.	 N/A N/A N/A	Stump Extraction (see note no. 2) Diameter – larger than 24” to 36” Diameter – larger than 36” to 48” Diameter – larger than 48”	Each Stump	_____ _____ _____	_____ _____ _____
007.	N/A	Stump Fill Dirt (Fill dirt for stump holes after removal)	Cubic Yard	_____	_____

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008.	 N/A N/A N/A N/A N/A	Flush Cutting Hazardous Trees (see note no. 3 and 4) 6”-12” diameter 13”-24” diameter 25’36” diameter 37-48” diameter 49” diameter and up	Each Tree	 _____ _____ _____ _____ _____	 _____ _____ _____ _____ _____
009.	N/A	Trees with Hazardous Hanging Limbs (2” diameter limbs and up) Hazardous hanging limb removal	Each Tree	_____	_____
010.	N/A	Freon Recovery and Recycling	Each Unit		
011.	N/A	Pick up and Disposal of “White Goods”	Each Unit		
012.	N/A	Dead Animal Collection, Transport and Disposal	Per Pound		
013.	N/A	Electronic Waste	Each Unit		
014.	N/A	Household Hazardous Waste (HHW) HHW Removal and Disposal	Per Pound		
015.	N/A	Waterway Debris Removal	Per Cubic Yard		
016.	N/A	Sand and Silt Removal	Per Cubic Yard		
017.	N/A	Vehicle Removal	Each		
018.	N/A	Vessel Removal (Land)	Linear Foot		
019.	N/A	Vessel Removal (Marine)	Linear Foot		
020.	N/A	Biowaste Removal	Pound		

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Note No. 1: Haul distances shall be calculated using a straight line distance from the loading area to the nearest approved reduction site or landfill.
Note No. 2: Stump/tree diameter measured 2 feet up from the ground line.
Note No. 3: Flush cutting is defined as level to the ground line.
Note No.4: Tree diameter measured 4.5 feet up from ground line.

Stump Conversion Table
Diameter to Volume Capacity

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

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

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

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

- Stump Diameter measured two feet up from ground
- Stump Diameter to root ball diameter ratio of 1:3.6
- Root Ball Height of 31”

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6

Stump Diameter (Inches)	Cubic Yards
32	7.3
33	7.8
34	8.3
35	8.8

Stump Diameter (inches)	Cubic Yards
58	24.1
59	24.9
60	25.8
61	26.7

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10	0.7	36	9.3	62	27.6
11	0.9	37	9.8	63	28.4
12	1	38	10.3	64	29.4
13	1.2	39	10.9	65	30.3
14	1.4	40	11.5	66	31.2
15	1.6	41	12	67	32.2
16	1.8	42	12.6	68	33.1
17	2.1	43	13.3	69	34.1
18	2.3	44	13.9	70	35.1
19	2.6	45	14.5	71	36.1
20	2.9	46	15.2	72	37.2
21	3.2	47	15.8	73	38.2
22	3.5	48	16.5	74	39.2
23	3.8	49	17.2	75	40.3
24	4.1	50	17.9	76	41.4
25	4.5	51	18.6	77	42.5
26	4.8	52	19.4	78	43.6
27	5.2	53	20.1	79	44.7
28	5.6	54	20.9	80	45.9
29	6	55	21.7	81	47
30	6.5	56	22.5	82	48.2
31	6.9	57	23.3	83	49.4
				84	50.6

By initialing beside each item set out below and signing this Bid Submittal Form, the bidder affirms that he or she understands the bid pricing requirements acknowledges that each of the following was taken into account in determining the above-stated bid prices:

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Bidder's Initials

The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor. _____

Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal. _____

The bid price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway. _____

Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction and Demolition Debris Removal. _____

Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris. _____

Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid at the unit price for open burning. _____

Removal and recycling of Freon from appliances and disposal of white goods shall be paid at the unit price for Freon recovery and recycling. _____

That the successful bidder will be responsible for all equipment rental and landfill and permit fees required for a project in any activating county in the region. _____

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In addition to the above-stated bid prices, by initialing below and signing this Bid Submittal Form, the bidder acknowledges that he or she has attached documentation to demonstrate ability to meet each of the following project requirements.

Bidder's Initials

Ability to perform services as required by bid specifications _____

Identify documentation attached _____

Ability to activate adequate and properly training personnel to perform services in compliance with AEMA, FEMA, and FHWA guidelines to ensure reimbursement to the fullest extent possible, if reimbursement is available

_____

Identify documentation attached _____

Record of past performance on other debris removal services contracts in compliance with AEMA, FEMA, and FHWA guidelines,

_____

Identify documentation attached _____

Financial ability to perform services required in City under the payment procedures set out in the bid specifications, _____

Identify documentation attached _____

Proof of general and professional liability insurance to cover any damages resulting from services provided by the successful bidder, including any denial of reimbursements due to the actions or inactions of the debris removal services contractor,

_____

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Identify documentation attached _____

Ability to secure a payment and performance bond upon receipt of a Note to Proceed by the City _____

Identify documentation attached _____

Ability to post a payment and performance bond at the time of execution of the contract as required in the bid specifications _____

Identify documentation attached _____

By initialing below and signing this Bid Submittal Form, the bidder also acknowledges and agrees to each of the follow:

Bidder's Initials

That the bid submitted meets the bid specifications. _____

That the bid prices set out on this Bid Submittal Form will be honored for the period From _____to_____ _____

That the company will comply with all requirements and/or requests to confirm compliance with Title 2 U.S. Code of Federal Regulations, Part 200; AEMA, FEMA, and FHWA guidelines and regulations; and all applicable local, state, and federal law

_____

That the company has the capability to provide services to all areas in city limits simultaneously _____

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That the company listed above will respond to any Notice to Proceed within the time frame and under the procedures set out in the bid specifications

_____

That the bidder will provide all bonding in the amounts and at the times required in the bid specifications

_____

That the company will comply with the payment procedures set out in the bid Specifications

_____

Signature of company representative submitting bid: _____

Title: _____

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