

**SCOPE OF SERVICES
FOR
DISASTER DEBRIS REMOVAL, DISPOSAL and REDUCTION SERVICES
FOR THE CITY OF SATSUMA**

1.0 GENERAL.

The purpose of this contract is to remove and dispose of all eligible disaster generated debris from City of Satsuma, Alabama Rights-of-Way (ROW) including City streets, roads, parks, maintained, in-use public property, and utility ROWs within City of Satsuma, Alabama to a permitted landfill. The area to be included as part of this contract is located entirely within the City of Satsuma 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 City of Satsuma 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 bid 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 City of Satsuma ROWs and maintained in-use public property.
- 2.2. The Contractor shall accept ownership of the debris upon removal from ROWs. The Contractor shall be responsible for debris disposal in compliance with al federal, state and local, laws, regulations, statutes, codes, .etc. The Contractor will be responsible for disposal of C&D debris at a permitted landfill.
- 2.3. The amount and type of debris to be removed under this contract is unknown. The unit price on the individual bid schedules 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 City of Satsuma shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the City of Satsuma 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 para. 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 permitted landfill. 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 City of Satsuma 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 City of Satsuma rights-of-way and/or maintained, in-use public property.
- 2.7. The City of Satsuma shall designate the Waste Water Treatment Plant Site as a temporary debris collection site for the City of Satsuma Public Works Department and General Public. The Contractor shall remove any/all debris from this site and dispose of the debris at the permitted landfill site.
- 2.8. The Contractor shall be responsible for managing the debris removal sites. 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 para. 6.6. The contractor shall provide a Household Hazardous Waste Containment Area as specified in para 4.4. 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. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by the City of Satsuma'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 City of Satsuma. Scheduling of passes will be coordinated and approved by the City of Satsuma'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 this contract after FEMA eligibility approval. The Contractor shall not enter onto private property during the performance of this contract.

- 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. Removal and recycling of Freon from appliances and disposal of white goods shall be paid by the unit consistent with the bid 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 reformed will be in compliance with FEMA eligibility requirements.

2.14. 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 City of Satsuma. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project. Contractor shall notify the City of Satsuma of damages immediately.

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2.15. The contractor shall use equipment and perform work in a manner to prevent damages to the City of Satsuma's infrastructure facilities and adjacent ROWs, 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 City of Satsuma. All equipment shall be approved by the City of Satsuma 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 notify the City of Satsuma of damages immediately.

2.16. The contractor shall have a competent superintendent or project manager assigned to the City of Satsuma contract work. This individual shall be available in person to the City of Satsuma'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.

- 2.17. The contractor shall schedule and conduct an annual meeting and training session for City of Satsuma personnel. The City of Satsuma 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 City of Satsuma, FEMA eligibility criteria for debris operations, and actions required by the City of Satsuma to better prepare for the possibility of a natural disaster.
- 2.18. 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.
- 2.19. The City of Satsuma government reserves the right to inspect the site, verify quantities and review operations at any time.
- 2.20. All work shall be accomplished in a safe manner in accordance with City of Satsuma 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 City of Satsuma approval prior to beginning work. The Contractor shall provide all load tickets to the City of Satsuma. 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
 - Contractor Name
 - 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 (Y/N)

- 3.3 A minimum four-part load ticket will be issued by a City of Satsuma 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 City of Satsuma monitor. The City of Satsuma 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. If documenting percentage, the monitor must calculate the actual cubic yardage of the load. The actual cubic yards will be recorded on the load ticket by the City of Satsuma monitor to the nearest cubic yard and document the data on the load ticket. The original is kept by the City of Satsuma 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:

A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter breast height of six inches or greater; **and one or more of the following criteria are met:**

- It has more than 50 percent 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 50 percent 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 City of Satsuma 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.

4.2 Construction demolition and household debris from public facilities placed within the applicant's right-of-way is eligible for removal. 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 para. 6.6 at the City of Satsuma landfill.

4.3 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.

- A. The City of Satsuma will make all eligibility determinations concerning stump removal. When a disaster event uproots a tree or stump (i.e., 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 an immediate threat to life, public health and safety, and approved by the City of Satsuma 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 24 inches in diameter (measured two feet from the ground and is approved in advance by the City of Satsuma, using the attached Hazardous Stump Worksheet.
1. The contractor will be responsible for providing documentation to the City of Satsuma including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.
 2. The contractor will be paid for extraction, transport and disposal of stumps with a diameter of 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.
 3. 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.
 4. If the contractor will incur additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to the City of Satsuma in advance for consideration.
 5. 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.
 6. 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.

- 4.4 HOUSEHOLD HAZARDOUS WASTE: The Contractor will be required to construct a Household Hazardous Waste (HHW) containment area at the permitted landfill. 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 City'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 City of Satsuma's Representative. The Contractor will also be responsible for removal and disposal of HHW from maintained, in-use, public property and ROWs.

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 City of Satsuma's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 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 days per week, including holidays.
- 5.4. The City of Satsuma 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 City of Satsuma expects a reasonable daily production rate. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the City of Satsuma's Representative that the last load of debris has been delivered, unless the City of Satsuma'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 in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the City of Satsuma. 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 City of Satsuma 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 City of Satsuma 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 City of Satsuma representative. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The City of Satsuma may, at any time, request that the trucks be re-measured. Maximum volumes may be rounded to the nearest cubic yard (<18.5 CY = 18 CY - >18.5 CY = 19 CY). The contractor shall notify the City of Satsuma each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 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 City of Satsuma.

- 6.6. The contractor shall provide an inspection tower at the permitted landfill. This tower shall be constructed such that the City of Satsuma'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 using pressure treated wood. The floor area shall be 8' by 8', constructed of 2" x 8" joists, 16" O.C. with 3/4" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2" x 4" studs and 1/2" plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a hand rail. 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 City of Satsuma. 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 City of Satsuma 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
- 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 the city's, state's and county's 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 City of Satsuma.
- 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 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 City's 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 City of Satsuma and OSHA standards.
- 8.5. The Contractor shall be responsible for contacting Alabama Line Locate, City of Satsuma of City of Satsuma 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 all documentation granting approval shall be provided to the City of Satsuma.
- 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 City 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 City of Satsuma, Alabama area.

9.0 FINAL DISPOSITION

Landfill disposal fees for construction and demolition debris (C&D) are the responsibility of the Contractor .

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 City of Satsuma'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 City of Satsuma with all applicable certificates of insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements. In addition, a payment and performance bond at a minimum of \$250,000 or equal to the estimated event cost for any and all events, whichever is higher, is required within 10 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 City of Satsuma, 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 Bid Schedule. Work included in these specifications and not identified in the Bid 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 City of Satsuma 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 days following the date of hand delivery to the City of Satsuma'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 on-half percent per month calculated from the expiration of the thirty 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 City of Satsuma's authorized agent may retain a percentage of said payment, not to exceed 10 % of the contract value to insure performance of the contract. Said cause and progress shall be determined by the City of Satsuma's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such

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 City of Satsuma 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 contact duration.
- 12.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the City of Satsuma's authorized agent, provided the Contractor has completed filing of all contractually required documents and certifications with the City of Satsuma'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 City of Satsuma (Council) (Commission), the City of Satsuma'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 City of Satsuma'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 City of Satsuma's authorized agent, with City of Satsuma concurrence, 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 City of Satsuma for any reason. The City of Satsuma 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 City of Satsuma's authorized agent within 24 hours of delivery of notice of said deficiency. The City of Satsuma 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 5% of said contract price.

15.0 WARRANTIES AND REPRESENTATIONS

- 15.1. This contract is binding upon and insures to the benefit of the City of Satsuma, 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 is the (County), (City), Alabama Court, 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.

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 City of Satsuma 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 City of Satsuma'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 City of Satsuma's authorized agent determines the deficiency is serious, the City of Satsuma can issue a stop work order.
 - 16.2.3. Reduced Value Deduction. The City of Satsuma 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 City of Satsuma, 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 City of Satsuma'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 City of Satsuma'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 City of Satsuma'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 or damages by the Contractor.

16.2.5. The City of Satsuma 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 City of Satsuma, Alabama, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the City of Satsuma's authorized agent at the time of award.

17.2. The only City of Satsuma personnel authorized to receive any Notice required hereunder is the City of Satsuma's authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the City of Satsuma.

18.0 OPTION TO EXTEND THE TERM OF THE CONTRACT

18.1.1 The City of Satsuma may extend the term of this contract by written notice to the Contractor in advance of each contract anniversary date. If the City of Satsuma exercises this option, the extended contract shall be considered to include this option clause.

18.1.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1 (one) year.

18.1.3 If the City of Satsuma exercises this option, the prices shown in the Bid 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 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 City of Satsuma and the Contractor be unable to agree on pricing or other terms of the contract, the City of Satsuma is under no obligation to exercise the option to extend the term of the contract.

19.0 OTHER CONTRACTS.

The City of Satsuma reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

20.0 ATTACHMENTS

- Example Daily Haul Records
- Example Load Ticket

- Example Truck Placard
- Dumpsite Location Maps
- Bidding Schedule
- Bidding Schedule for Rental Equipment

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 City of Satsuma (Council) (Commission) the required insurance certificate(s) with 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 City of Satsuma, Alabama.

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

As agreed upon by the City of Satsuma (Council) (Commission) and _____ (Contractor name), 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 Bid Schedule.

IN WITNESS WHEREOF, the parties have agreed to the above requirements and have entered into the above contract this ____ day of _____ 2009.

City of Satsuma, Alabama _____ (Contractor)

By: _____
(Mayor)

By: _____
Name

ATTACHMENT
 EXAMPLE DAILY HAUL RECORD
 CONTRACT NO. _____

DAILY REPORT					
CONTRACTOR:				DATE OF REPORT:	
CONTRACT NO:					
Truck No.	Location of Work	Local Collection Site Trips	Landfill Trips	Cubic Yard Totals	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
		DAILY TOTALS			

ATTACHMENT SAMPLE LOAD TICKET

LOAD TICKET		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Capacity (CY):	
Load Size (CY):	Tons:	
Truck Driver:		
Origin of Load:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
LOCATION		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Eligibility (Y/N):	Original: (City) (County) Yellow: Contractor Pink: Driver Gold: FEMA	

**ATTACHMENT
SAMPLE TRUCK PLACARD**

Company Name

Truck Number

Cubic Yards

Inspected by and Date

ATTACHMENT
DUMPSITE LOCATION MAPS

BIDDING SCHEDULE					
City of Satsuma Disaster Debris Removal, Disposal and Reduction Contract					
ITEM	Est. QTY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
001.	N/A	Removal and Disposal of Eligible Vegetative Debris at Debris Reduction Site.	Cubic Yard		
002.	N/A	Removal and Disposal of Eligible Construction & Demolition (C&D) debris at City of Satsuma Landfill	Cubic Yard		
003.	N/A	Burn Vegetative Debris at the Debris Reduction Site	Cubic Yard		
004.	N/A	Freon Recovery and Recycling	Unit		
005.	N/A	Pick up and Disposal of "White Goods"	Unit		
006.	N/A	Electronic Waste	Unit		
007.	N/A	Household Hazardous Waste	Cubic Yard		
008.	N/A	Removal and disposal of stumps 24.01 to 36.00 inches in diameter	Unit		
009.	N/A	Removal and disposal of stumps 36.01 to 48.00 inches in diameter	Unit		
010.	N/A	Removal and disposal of stumps 48.01 inches in diameter or greater	Unit		

Note 1 – For the purpose of evaluating cost in response to the Request For Proposals, the "Amount" should equal the total of all equipment and labor hourly rates listed on the Supplemental Bid Schedule for Equipment Rental.

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative: _____ Signature: _____

State Representative: _____ Signature: _____

	Physical Location (i.e., Street address, road cross streets, etc.)	Describe Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (Decimal Degree)	Tree Size (Dia.)	Eligible		Full CY	Comments
			Yes	No			Yes (Green)	No (Red)		
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										

