

21-153

RESOLUTION

2019

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and DRC Emergency Services, LLC, for three years, renewable for an additional three years, to provide post-disaster debris removal services, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted: 02-19-19

Mary Ann Merchant
ASSISTANT City Clerk



Pre-Event Disaster Debris Removal Services

THIS CONTRACT is made this the 19 day of Feb, 2019,
by and between DRC Emergency Services, LLC, (herein referred to as "Contractor")
and the City of Mobile, a political subdivision of the State of Alabama (herein
referred to as "City").

RECITALS

WHEREAS, it is foreseen that it is in the public interest to provide for the expedient removal of storm debris with the corporate limits of the City and to provide recovery Technical Assistance to the City's appointed and elected officials resulting from a future storm or manmade event; and

WHEREAS, the City has in the past suffered the full force and effects of major storms and the resulting destruction brought upon City by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all citizens will be a serious risk; and

WHEREAS, the immediate economic recovery of the City and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced storm debris Contractors may be severely limited under those circumstances; and

WHEREAS, Contractor has the experience, equipment, manpower, permits and licenses to perform all such storm related debris services; and

WHEREAS, the City and the Contractor have agreed to the Scope of Services, prices, terms and conditions as set out in this contract;

NOW THEREFORE, IN CONSIDERATION OF THE SINGLE SUM OF One Dollar (\$1.00) and for other consideration acknowledged by both parties, said parties do agree to the following stipulations and conditions.

ARTICLE 1. Scope of the Work; Term. The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, City of Mobile Request for Proposals (RFP) 2018-012, Debris Removal Services, and Contractor's proposal submission in response to City of Mobile RFP 2018-012, which is attached to this

Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for three years, renewable at the consent of both parties for one additional three-year term, under these terms and conditions, with the exception that performance rates may be adjusted, upon mutual agreement of both parties, to reflect the change in the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**. Evidence of such insurance is attached as **Exhibit B**.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Severability: If any provisions of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations, If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract remain in full force and effect

ARTICLE 7. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 8. Licenses, permits, etc.: Vendor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of Exhibit A.

ARTICLE 9. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034, which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, requires that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 11. Method of Payment: The Contractor shall invoice the City on a 15-day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices. Unit prices shall be as indicated in Exhibit A, City of Mobile Request for Proposals

(RFP) for Debris Management Services, and Contractor's submission in response to the City RFP.

ARTICLE 12. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Additionally, Contractor shall be provided a 120-day evaluation period during which time either party may elect to terminate the contract for any reason, but shall give the other party 14-day notice of such intent. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 13. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 14. Notices. Notice for the City shall be mailed to:

City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Vendor shall be mailed to:

DRC Emergency Services, LLC
110 Veterans Boulevard, Suite 515
Metairie, LA 70005

ARTICLE 15. Compliance with Alabama Immigration Law

By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. Boycotts

By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

DRC Emergency Services, LLC, Its Vice President, (title)
On behalf of Contractor Secretary & Treasurer

[Signature] Date _____

CITY

[Signature]
Its Mayor

2/19/19 Date

ATTEST:

asst. [Signature]
City Clerk

2/19/19 Date

EXHIBIT A City of Mobile RFP 2018-012 and Contractor Responsive Proposal
EXHIBIT B Evidence of Insurance

EXHIBIT A

**CITY OF MOBILE RFP
2018-012**

AND

**CONTRACTOR'S
RESPONSIVE PROPOSAL**



Addendum 1 to City of Mobile

RFP 2018-012

Debris Removal Services

The City of Mobile is issuing Addendum 1 to RFP 2018-012, Debris Removal Services. The changes to the original RFP can be found tracked to the original RFP on the following pages.

The submission date for proposals has not changed and remains **4:00 pm local time on December 11, 2018**. Here's a listing of all of the changes:

1. Page 1: Clarifies that submissions are to include 3 paper copies and one electronic copies.
2. Paragraph II.Y.1.e., page 8: Adds a new paragraph to clarify that cut work and pickup/disposal work are separate work items. The "cut" portion of the work ends at removal of the cut debris to the right of way. This recognizes the work of cutting and moving to the right of way as separate billable work from collection and disposal work, and allows contractor to separately work cut crews, from debris collection/disposal crews.
3. Paragraph II.Z.3., page 9: Changes the specifications by adding a sentence to say that the landfill tipping fees are to be treated as a pass-through expense to the City. Contractors are to price their collection and disposal rates understanding that contractors will bill the City separately for tipping fees and are not required to absorb them in their collection/disposal rate.
4. Paragraph V.B., page 17: Changes the specifications by adding a sentence requiring City pre-approval of landfill disposal (i.e., "tipping") fees, and making those fees a pass-through expense to the City.
5. Exhibit A, page 1: Changes the certifications by adding a sentence requiring City pre-approval of landfill disposal (i.e., "tipping") fees, and making those fees a pass-through expense to the City.
6. Exhibit A, page 4, pay item 007: Adds a sentence clarifying that the work scope for hazardous limb removal only requires removal of the cut material to the right of way.
7. Exhibit A, page 4, pay item 013: Separates the pay items for Waterway Debris Removal into two pay items. 013A is for land-based removal operations for waterway debris. 013B is for water-based removal operations for waterway debris.
8. Exhibit A, page 4, Note No. 3: Clarifies that the price for flush cutting only requires removal of the cut material to the right of way.



City of Mobile
Request for Proposals
RFP No. 2018-012 (Including Addendum 1 edits)

Debris Removal Services

I. Introduction.

The City of Mobile is requesting proposals from qualified debris removal contractors for the clean-up, removal, reduction, and disposal of debris as directed by the City in the event of disaster or other unforeseen circumstance requiring such services. There is no immediate cost to the City as this is a pre-event solicitation. This shall be a three-year contract utilized on an "as needed" basis with the option to renew for one additional three-year period upon the mutual consent of both parties.

Those individuals/firms interested in being considered for this contract are instructed to submit three paper (3) copies and one (1) electronic copy of their proposals prior to **4:00 p.m, local time, on December 11, 2018,**

by mail to:
City of Mobile Procurement Department,
PO Box 1948
Mobile, AL 36633

Or by delivery to:
City of Mobile
205 Government Street, Room 408S
Mobile, Alabama 36644.

Qualified responses will be reviewed and ranked by an evaluation committee. Those firms short-listed may be selected for interviews and shall be prepared to make a scheduled presentation to a pre-appointment evaluation committee, if required.

All proposals must be completed using the Proposal Submittal Form found as **Exhibit A**, and additional supporting documentation requested in the specifications. Please see **Section VIII** of this RFP for more details on submission requirements. Bids submitted without such documentation will not be considered. Only information contained on the attached Bid Submittal Form and accompanying required documentation will be considered in evaluating bids.

Questions regarding this RFP may be sent by email to Purchasing@CityofMobile.org not later than **4:00 p.m., local time, on December 6, 2018.**

All proposers must be in compliance with any applicable federal, state, county and municipal laws, regulations, resolutions and ordinances, including but not limited to, licensing, permitting,

and taxation requirements. Proof of a general contractor's license as required by the General Contractors Licensure Board shall be included in all proposals submitted. All proposers should be prepared to submit any additional evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Additionally, all proposers shall provide proof that they are in compliance with the e-verify requirements of Alabama's Immigration Law (Ala. Code § 31-13-1 et seq.).

Proposals will be scored according to the following criteria:

- (1) Cost of services,
- (2) Qualifications (Personnel, Financial, Resources)
- (3) Experience and Previous Performance (Similar work performed and Recommendations)
- (4) Approach to City Performance Requirements (How you will accomplish the work required)

All information provided by the proposer related to the items listed above shall be attached to the Proposal Submittal Form. It is the proposer's responsibility to provide, with its Proposal Submittal Form, information to adequately and accurately reflect its ability to effectively carry out the requirements of this Request for Proposals (RFP).

The City reserves the right to reject any and all proposals, to waive any informality in proposals, and to accept in whole or in part such proposals solely at its discretion.

II. General Scope of Work.

- A. The City of Mobile is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the City for the following services.
 1. the removal of all eligible disaster-generated debris from the City's right of way or City property as directed by the City and
 2. the proper disposal of all eligible disaster-generated debris.
- B. While it is anticipated that these debris removal services will most frequently be used 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.
- C. Contractors shall provide clean up, removal reduction and disposal of debris resulting from a disaster in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the City.
- D. The work to be undertaken includes, but is not limited to:
 1. Emergency Road Clearance: Removal of debris from the primary transportation routes when directed by the City.
 2. Debris Removal from Public Property: Removal of debris from public rights of way; removal of debris beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community.

3. **Generated Hazardous Waste Abatement:** Abatement of hazardous waste identified by the City in accordance with all applicable Federal, State and local laws, standards and regulations.
 4. **Debris Disposal:** Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations.
 5. **Documentation and Inspections:** Storm debris shall be subject to inspection of the City. Inspections will be to insure compliance with the contract and applicable Federal, State and local laws. The Contractor will, at all times, provide the City access to all work sites and disposal areas. The Contractor and the City will have in place at the disposal sites personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving. All debris collection and data documentation will be designed to appropriately address concerns of the reimbursement agencies. Documentation shall include amount of debris collected, number of crews working and areas worked. Provide weekly reports to City.
 6. **Work Sites:** The City will review and approve the location of all Contractor work sites. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to or better than the original condition of the site.
 7. **White Goods:** The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and Local laws.
 8. **Hazardous Stumps:** The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the City. Stumps will be hauled to a disposal site where they shall be inspected and categorized by size.
 9. **Clean Fill Dirt:** The Contractor shall place compacted fill dirt in ruts created by equipment, holes, created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the City. This clean fill dirt shall be compacted as directed by the City.
- E. Contractor will be expected to provide the services set out in these 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.
- F. The debris removal services contractor will work closely throughout the project with designated City personnel and/or the monitoring services contractor. Both the City and the monitoring services contractor will provide the debris removal services contractor with names, contact information, and program areas of appropriate City and monitoring services contractor personnel.
- G. 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. The standard expectation is that the contractor will

stage equipment as close as practical to the City, and mobilize the equipment as soon as the storm passes the City.

- H. Once activated, the debris removal services contractor shall provide the services set out in these specifications to the extent necessary to meet the needs of the City.
- I. The debris removal services contractor must be able to provide the minimum services included in these specifications upon activation and must be prepared to place project personnel, including a project manager, within 24 hours of receipt of the written Notice to Proceed. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours, and 100% of the required resources within 96 hours, to commence and conduct the services required by this RFP. Each proposer shall include with his or her proposal 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.
- J. 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 City approval for all activities to be conducted during the project. The initial work plan shall detail a 7 and 14 day projection of activities and be submitted within 48 hours of receipt of the Notice to Proceed, unless otherwise agreed to by the City. The contractor shall also provide a preliminary estimate of the overall cost for the project, which, when agreed to by the City, will become the basis for determination of the performance bond required by **Section IV.B.1** of this RFP. The plan shall be updated every week throughout the project period. The City may prioritize areas where the contractor shall perform specified activities.
- K. 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.
- L. Training: 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 proposer must demonstrate in his or her bid documents that all workers will be adequately trained prior to performing any work on the project.
- M. Debris Removal Site Location: 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 City roads, federal aid highways, state roads, City-maintained public property, and/or

drainage 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.

- N. **Frequency:** 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 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 City.
- O. **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 approach to the work area.
1. Closure or blocking of public streets and other rights of way shall not be permitted unless prior arrangements have been made with the City.
 2. Prior to performing any work at a debris removal location site, the debris removal services contractor shall contact Alabama Line Locate and any other utility company for the purpose of identifying utility lines and components in advance of work.
- P. **Program Management:** The contractor will assign a project manager who will perform 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 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 ,
 5. Oversee and supervise all debris removal and disposal activities throughout the project,
 6. Regularly communicate with designated 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, and

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.
- Q. **Safety:** The debris removal services contractor shall have a safety officer assigned to a project 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 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 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.
- R. **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.
- S. **Dust Control:** 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.
- T. **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.
- U. **Eligible Debris Sorting:** 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 location and shall notify the designated City representative immediately of any ineligible debris placed at the right of way for collection.
- V. **"Eligible Debris" Defined:** "Eligible Debris" is all disaster-related debris located on City roads, rights of ways, federal aid highways, state roads, City-maintained public property, and/or drainage 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.

W. Types of Eligible Debris: 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

X. General Procedures for Debris Removal: 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.

1. 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.
2. The City may periodically inspect any and all debris removal locations, verify quantities of debris collected, and review debris removal activities of the contractor.
3. 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 City.
4. All debris removed by the contractor shall become property of the contractor for removal and lawful disposal unless otherwise agreed to by both parties.

Y. Specific Procedures By Debris Type: The following procedures will be utilized by the debris removal services contractor for each of the categories of debris and work set out below.

1. 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.
 - a. 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.
 - b. Partially uprooted stumps on improved public property or rights of way that are greater than 24 inches 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 City and, where applicable, only after AEMA, 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.
 - c. 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. Only trees damaged by the storm event will be eligible for removal.
 - d. 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.
 - d-e. Contractor is to place cut debris in the right of way for follow-up collection and disposal with other vegetative waste.
2. 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.
3. 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.
4. Vegetative Debris: The debris removal services contractor shall perform vegetative debris reduction by open burning whenever possible.

- a. 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 tilling.
 - b. 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.
 5. 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.
 6. 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 (e.g., 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.
 7. 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.
 8. 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.
 9. Vehicle Removal: 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.
 10. 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.
 11. Biowaste: 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 biowaste shall be reported immediately to designated City personnel. This material shall be segregated from the remaining debris using a method which will allow the remaining non-biowaste debris to be processed separately.
- Z. Debris Disposal Sites and Procedures
1. 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

in compliance with applicable federal, state, or local laws, regulations, or guidelines providing for proper disposal of the particular type of debris.

2. 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.
 3. 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 of collected debris. The contractor is also responsible for returning the primary debris management site to pre-disaster conditions upon project completion. Landfill disposal fees incurred by the contractor must be pre-approved by the City and may be billed to the City by the contractor as a pass through cost, without mark-up.
 4. 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 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 and be constructed to the U.S. Army Corp of Engineers' (USACE) standards for inspection towers. The contractor shall remove and dispose of the inspection towers following completion of the debris removal.
 5. The contractor shall provide portable restroom facilities at all approved disposal sites.
 6. 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.
 7. 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.
 8. Other management responsibilities will include at a minimum:
 - a. providing all weather road access for debris trucks,
 - b. providing dust control,
 - c. providing fire prevention treatments to the site,
 - d. providing site security,
 - e. managing the volume of debris in an orderly and safe manner, and
 - f. stockpiling of material.
- AA. Responsibility for Damage and Violations
1. 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.

2. 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.

BB. Equipment.

1. 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:
 - a. 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
 - b. All trucks and other equipment shall be equipped with back up alarms
 - c. 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
 - d. "Hand loading" of trucks and trailers is prohibited
 - e. 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
 - f. Sideboards shall be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides
 - g. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls
 - h. 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
 - i. Plastic webbing is not acceptable for a tailgate
 - j. All hauling equipment shall be measured and marked for its load capacity
 - k. Loading equipment shall be rubber-tired and sized properly to fit loading conditions.
2. 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:
 - a. Company Name
 - b. Truck Number
 - c. Cubic Yardage
 - d. Inspector's Name and Date
 - e. Magnetic signs are not permitted.

3. 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.
 4. If the debris removal services contractor plans to rent equipment for any of the debris removal activities set out in these bid specifications, contractor 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.
 5. 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.
- CC. 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. The City may also designate certain reporting requirement for the contractor to the City's designated debris monitoring contractor. The contractor will at all times cooperate with reporting requirements and requests from the City's designated debris monitoring contractor. Load tickets shall be used for all debris removal and disposal activities and daily reports shall be filed as set out herein.
1. 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.
 2. Load Tickets Information: 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:
 - a. Ticket Number
 - b. Contractor Name
 - c. Sub-Contractor Name
 - d. Date

- e. Truck or Roll-off Number
 - f. Truck Capacity
 - g. Point of Debris Collection
 - h. Point of Debris Disposal
 - i. Loading Departure Time
 - j. Disposal Site Arrival Time
 - k. Percent of Load
 - l. Actual Debris Volume
 - m. Debris Eligibility
 - n. Debris Classification
 - o. Tare and gross weight, where applicable
3. Load Ticket Distribution: 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 City or debris monitor contractor at the primary debris management disposal site and the remaining copies shall be distributed as follows:
- a. One part to the City or debris removal monitor at the loading site
 - b. One part to the City or debris removal monitor at the debris management site/disposal site upon arrival of the hauling equipment
 - c. One part to the hauler when exiting the debris management site after unloading debris
4. Load Ticket Timing: All load tickets shall be submitted with the debris removal services contractor's daily report.
5. Other Daily Haul Record 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:
- a. Contractor's Name and Contract Number
 - b. Daily and cumulative totals of debris hauled to each identified volume reduction site
 - c. Daily and cumulative totals of debris hauled to identified permitted landfills
 - d. Daily and cumulative totals of debris processed at a disposal site
 - e. Type of debris hauled.
6. Reconciliation: Discrepancies between the daily report and corresponding load tickets shall be reconciled no later than the following day after the discrepancy is identified.
7. Contractor will be subject to audit by federal, state, and local agencies, and will maintain all reports and electronic records associated with debris removal operations for at least three years.

III. Qualifications.

- A. The proposer must demonstrate in its proposal that the debris removal services it shall be capable of performing includes each of the following services in compliance with all

AEMA, FEMA, and FHWA guidelines and regulations and applicable federal law and regulations. The City recognizes that Proposer may be contracted for simultaneous performance of services in more than one city or county in the region at the same time in response to a widespread local disaster. The successful proposer must demonstrate its capacity to fully meet the requirements of the City of Mobile in light of other removal commitments.

- B. Proposer shall demonstrate that it 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, and FHWA and all applicable federal law and regulations in effect at the time of the work being performed. Throughout these 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:
1. FEMA Public Assistance Program and Policy Guide (April 2018)
 2. FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
 3. Title 2 U.S. Code of Federal Regulations, Part 200
 4. 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
 5. 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
 6. Clean Air Act and Federal Water Pollution Control Act
 7. 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
 8. 31 U.S.C. § 1352 and 44C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended) Section 6002 Solid Waste Disposal Act
 9. 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts
 10. Emergency Relief Manual (Federal-Aid Highways) (May 2013) FEMA and Federal Requirements for Access to Records
 11. Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
 12. Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
 13. State of Alabama Administrative Regulations for Public Assistance for State Managed Events in Compliance with Alabama Act 2009-342
- C. 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:
1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. 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;

4. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the City of Mobile Supplier Diversity Manager, Small Business Administration, and the Minority Business Development Agency of the Department of Commerce
- D. **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.
- E. Proposers must demonstrate 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 and is encouraged to employ local residents and subcontractors in the City. However, the proposer shall document in his or her proposal that his or her company can, through the use of company personnel and equipment, remove at least 30% of debris utilizing the proposer's own equipment and personnel within the 180 day time frame for completion of the project.
- F. **Project Manager:** The 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 proposer must demonstrate in his or her proposal that he or she will be able to assign a project manager to an City at the time 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.
- IV. **Bonding and Insurance.** All proposers shall provide adequate documentation to demonstrate ability to satisfy the following requirements related to insurance, bonding, and payment of liquidated damages:
- A. **General and Professional Liability Insurance:** The debris removal services contractor shall maintain such general and professional liability insurance as will protect the contractor and the 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 contract. 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. The contractor will be

required to present evidence of such coverage naming the City as an additional insured, upon receipt of a Notice to Proceed.

1. Proof of insurance with the following minimum coverage shall be included with each bid submitted by the debris removal services contractor
2. General Liability:
 - a. \$1,000,000 - Bodily injury and property damage combined occurrence
 - b. \$1,000,000 - Bodily injury and property damage combined aggregate
 - c. \$1,000,000 - Personal injury aggregate
3. Automobile Liability:
 - a. \$1,000,000 - Bodily injury and property damage combined coverage
 - b. Any automobile including hired and non-owned vehicles
4. Statutory Workers Compensation as required under Alabama law
5. Employers Liability: \$100,000 - Limit each occurrence
6. Umbrella Coverage:
 - a. \$1,000,000 - Each occurrence
 - b. \$1,000,000 - Aggregate

- B. Payment and Performance Bond: The debris removal services contractor may be required, at the City's sole discretion, to execute a payment and performance bond equal to 100% of the estimated cost of a project upon receipt of a Notice to Proceed. The project cost estimate will be agreed upon between the City and contractor in the contractor's initial work plan as required in **Section II.J.** of this RFP. All bidders shall include in their proposal 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.

- V. Pricing and Payment Procedures: Proposers shall include a pricing schedule on the attached Proposal Submittal Form based on all categories of work.

- A. Except where otherwise specifically provided, all pricing will be unit pricing. Some bid items or activities will have special rules as set out below:
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 quoted price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway (for example, for C&D material collected from a canal, 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.)

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.
 8. Pricing for the listed items will include equipment and labor. If additional work is required outside of the items specified, unit rates for equipment will be set at the lower of the current year FEMA Schedule of Equipment Rates (if established) or Equipment Rental Rate Blue Book (Cost Recovery) in effect at the time the work is performed.
 9. Other work not already pre-priced or included in the task descriptions in this RFP may be approved in advanced at agreed upon rates or task pricing.
- B. Additionally, as noted throughout these specifications, the successful 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. Landfill disposal fees incurred by the contractor must be pre-approved by the City and may be billed to the City by the contractor as a pass through cost, without mark-up. All such costs shall be considered in establishing the prices submitted.
- C. 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 for a period of 90 days prior to any reimbursement. 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 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:
1. Notice to Proceed
 2. Debris removal services contractor reports within 24 hours of notice
 3. 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
 4. 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
 5. Process continues until work is completed and all payments have been made.

- D. 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.
 - E. 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.
 - F. 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
 - 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
 - G. 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, including acceptable evidence of the satisfaction of all claims or liens.
- VI. **Term.** This shall be a three (3) year contract utilized on an "as needed" basis, with the option upon agreement by both parties to extend for an additional three year period, under the original terms and conditions, except that performance rates may be adjusted at the beginning of the second three year period, upon mutual agreement of the City and contractor, to reflect the change in the Consumer Price Index published by the US Department of Labor, Bureau of Labor Statistics.

VII. **Selection**

- A. Proposals will be reviewed and ranged by a City appointed evaluation committee. Those firms short-listed may be selected for interviews and shall be prepared to make a scheduled presentation to a pre-appointed evaluation committee or City Official.
- B. The City reserves the right to reject any and all proposals, to waive technicalities or formalities, to make an award to the firm whose proposal is the most advantageous to the City, and to make its selection on the basis of the original proposal, without negotiation with any proposer.

- C. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the Evaluation Selection Committee, in its sole discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Evaluation Committee reserves the right to reject any or all proposals.
- D. The individual/firm must have previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.
- E. The proposer warrants that proposer is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.
- F. The proposer shall be an equal employment opportunity employer and shall adhere to any local, state, or federal affirmative action requirements.
- G. Upon activation of contract, the successful Contractor shall provide payment and performance bonds equal to the amount of the contract.

VIII. Submission Requirements

- A. Submit Three (3) signed paper copies and one electronic copy of your proposal in a sealed envelope marked "Response to RFP 2018-012 Disaster Debris Removal."
- B. Submission Deadline and Location: Proposals are due prior to 4:00 p.m., local time, on December 11, 2018;

by mail to:
City of Mobile Procurement Department,
PO Box 1948
Mobile, AL 36633

or by delivery to:
City of Mobile Procurement Department
205 Government Street, Room 408S
Mobile, Alabama 36644.
- C. Questions regarding this RFP may be submitted to Purchasing@CityofMobile.org not later than 4:00 p.m., local time on December 6, 2018.
- D. Submission Items: Please include the following in your submission:
 - 1. Completed Proposal Submittal Form with Pricing. Please indicate that you will use equipment pricing at the lower of the then current FEMA Schedule of Equipment Rates or the then current Rental Rate Blue Book.

2. Narrative summary of the Proposer's Qualifications to meet the City's objectives and to perform the tasks listed in the proposal. This shall include:
 - a. Proposer information, including size, business lines, licenses (relevant contractors and business), and locations. Please include copies of relevant licenses.
 - b. Resources, to include equipment, financial stability, insurance, and bonding capacity.
 - c. Key personnel and their relevant qualifications.
3. Narrative summary of the Proposer's Experience and Performance. This shall include:
 - a. Previous similar debris removal responses within the last five years, including descriptions of work performed and special challenges and accomplishments.
 - b. List of 3-5 references from representative customer communities in these responses.
4. Description of Proposer's Plan and Approach to completing the City's requirements.

IX. Limitations

- A. This request for proposals does not commit the City to the award of a contract, or to pay any costs incurred in the preparation for a response to this request.
- B. The City may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
- C. The City reserves the right to reject any or all proposals, to waive informalities, to request additional information, and to award a contract deemed most advantageous for the City.

X. Criteria for Evaluation and Award

- A. The successful Proposer will be selected based upon the best response offered to the City. Proposers may be requested to give an oral presentation after submission of responses, should the City find it necessary to fairly evaluate proposals.
- B. Submitted proposals will be evaluated and scored on the following Criteria:

Criteria	Points Assigned
Price Proposal	30
Qualifications	25
Experience and Performance	25
Approach to Meeting Specifications	20
Total Points	100

- C. The City will intend to enter into a contract with the selected vendor, incorporating the performance provisions of this RFP. A template services contract is provided as Exhibit B.

Exhibit A: Proposal Submittal Form
(Proposer may adjust or recreate form as necessary)

Company Name: _____

Address: _____

Submitted by: _____
(Name of Company Representative)

Title: _____

E-mail address: _____

Phone: _____

Fax: _____

Signature: _____

By initialing beside each item set out below and signing this Proposal Submission Form, the proposer affirms that proposer understands the pricing requirements acknowledges that each of the following was taken into account in determining the quoted prices:

- _____ 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 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
- _____ Contractor will be responsible for all equipment rental and landfill and permit fees required. Landfill disposal fees incurred by the contractor must be pre-approved by the

City and may be billed to the City by the contractor as a pass through cost, without mark-up

_____ Pricing for the listed items will include equipment and labor. If additional work is required outside of the items specified, unit rates for equipment will be set at the lower of the current year FEMA Schedule of Equipment Rates (if established) or Equipment Rental Rate Blue Book (Cost Recovery) in effect at the time the work is performed.

_____ The prices quoted will be fixed for the initial three-year term, but may be adjusted at the beginning of the second three-year term, if renewed at the consent of both parties, to reflect the change in the Consumer Price Index as published by U.S. Department of Labor, Bureau of Labor Statistics.

Please indicate in your Proposal submission any exceptions, clarifications, or conditions to the City's RFP specifications.

Proposal Pricing Table

ITEM	DESCRIPTION	Unit of Measure	Unit Price	Proportion Quantity	Extended Price
001 A	Removal and Disposal of Eligible Vegetative Debris at Debris Management Site (see note no. 1) Haul Range – 0-15.9 miles	Cubic Yard		500,000	
B	Haul Range over 16 miles	Cubic Yard		150,000	
002	Removal and Disposal of Eligible Construction and Demolition (C&D) debris to approved Landfill (see note no. 1)	Per Ton		250,000	
003	Air Curtain Burning Vegetative Debris At Debris management site and haul out (Including cost of Ash Removal & Disposal)	Cubic Yard		325,000	
004	Chipping or Grinding Debris at debris management site and haul out (Including cost of Reduced Debris Removal & Disposal)	Cubic Yard		325,000	
005 A	Stump Extraction and fill dirt for stump holes after removal (see note no. 2) Diameter 24" – 36.9"	Each Stump		100	
B	Diameter – 37" to 48.9"	Each Stump		50	
C	Diameter – larger than 48.9"	Each Stump		25	
006 A	Flush Cutting Hazardous Trees (see notes no. 3 and 4) 6" – 12.9" diameter	Each Tree		300	
B	13" – 24.9" diameter	Each Tree		200	
C	25" – 36.9" diameter	Each Tree		100	
D	37" – 48.9" diameter	Each Tree		100	
E	Greater than 49" diameter	Each Tree		50	

007	Trees with Hazardous Hanging Limbs (2" diameter limbs and up) Hazardous hanging limb removal. <u>Place in ROW as Vegetative Debris.</u>	Each Tree		10,000	
008	Freon Recovery and Recycling	Each Unit		250	
009	Pick up and Disposal of "White Goods"	Each Unit		250	
010	Dead Animal Collection, Transport and Disposal	Per Pound		1,000	
011	Electronic Waste	Each Unit		250	
012	Household Hazardous Waste (HHW) HHW Removal and Disposal	Per Pound		2,500	
013 A	Waterway Debris Removal – Land- Based	Cubic Yard		215,000	
B	<u>Waterway Debris Removal Water-Based</u>	<u>Cubic Yard</u>		<u>10,000</u>	
014	Sand and Silt Removal	Cubic Yard		10,000	
015 A	Vehicle Removal – car/light truck	Each		50	
B	Vehicle Removal – medium/heavy duty truck	Each		50	
016	Vessel Removal (Land)	Linear Foot		1,500	
017	Vessel Removal (Marine)	Linear Foot		1,500	
018	Blowaste Removal	Per Pound		250	

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 ground line.

Note No. 3: Flush cutting is defined as level to the ground line. Price is to cut tree and place cut tree pieces in right of way for separate collection and disposal as vegetative debris.

Note No. 4: Tree diameter measured 4.5 feet up from ground line

EXHIBIT B

SAMPLE
Pre-Storm Contract For Debris Management Services

THIS CONTRACT is make this the _____ day of _____, 20____,
by and between _____ (herein referred to
as "Contractor") and the City of Mobile, a political subdivision of the State of
Alabama (herein referred to as "City").

RECITALS

WHEREAS, it is foreseen that it is in the public interest to provide for the expedient removal of storm debris with the corporate limits of the City and to provide recovery Technical Assistance to the City's appointed and elected officials resulting from a future storm or manmade event; and

WHEREAS, the City has in the past suffered the full force and effects of major storms and the resulting destruction brought upon City by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all citizens will be a serious risk; and

WHEREAS, the immediate economic recovery of the City and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced storm debris Contractors may be severely limited under those circumstances; and

WHEREAS, Contractor has the experience, equipment, manpower, permits and licenses to perform all such storm related debris services; and

WHEREAS, the City and the Contractor have agreed to the Scope of Services, prices, terms and conditions as set out in this contract;

NOW THEREFORE, IN CONSIDERATION OF THE SINGLE SUM OF One Dollar (\$1.00) and for other consideration acknowledged by both parties, said parties do agree to the following stipulations and conditions.

ARTICLE 1. Scope of the Work; Term. The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, City of Mobile Request for Proposals (RFP) 2018-012, Debris Removal Services, and Contractor's proposal submission in response to City of Mobile RFP 2018-012, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for three years, renewable at the consent of both parties for one additional three-year term, under these terms and

conditions, with the exception that performance rates may be adjusted, upon mutual agreement of both parties, to reflect the change in the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Severability: If any provisions of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations, if it cannot be so amended without

materially altering the intention of the parties, it will be stricken and the remainder of this Contract remain in full force and effect

ARTICLE 7. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 8. Licenses, permits, etc.: Vendor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of Exhibit A.

ARTICLE 9. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10. Nondiscrimination: Contractor shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Contractors and subcontractors performing work for the City.

ARTICLE 11. Method of Payment: The Contractor shall invoice the City on a 15-day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actually cubic yardage for each load of debris or itemized stumps will support all invoices. Unit prices shall be as indicated in **Exhibit A**, City of Mobile Request for Proposals (RFP) for Debris Management Services, and Contractor's submission in response to the City RFP.

ARTICLE 12. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Additionally, Contractor shall be provided a 120-day evaluation period during which time either party may elect to terminate the contract for any reason, but shall give the other party 14-day notice of such intent. The City shall not

be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 13. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 14. Notices. Notice for the City shall be mailed to:

City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Vendor shall be mailed to:

CONTRACTOR ADDRESS

ARTICLE 15. Compliance with Alabama Immigration Law

By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. Boycotts

By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

_____, Its _____ (title)
On behalf of Contractor

_____ Date

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A City of Mobile RFP 2018-012 and Contractor Responsive Proposal



DRC

EMERGENCY SERVICES

Striking Back.

9091 Spice Pond Extension • Semmes, AL 36575
(888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

AL License No. 49642

REQUEST FOR PROPOSAL

Debris Removal Services

RFP NO. 2018-012

**DECEMBER 11, 2018 • 4:00PM
ORIGINAL**

CITY OF MOBILE

205 Government Street • Room 4085
Mobile, AL 36644

PREPARE • RESPOND • RECOVER

POINTS OF CONTACT:

Kristy Fuentes, Kfuentes@drcusa.com

Charles Kraft, Ckraft@drcusa.com

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DEBRIS REMOVAL SERVICES

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DRC

EMERGENCY SERVICES
Striking Back.

9091 Spice Pond Extension • Semmes, AL 36575 • (888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

December 11, 2018

City of Mobile
205 Government Street
Room 4085
Mobile, Alabama 36644

Re: Debris Removal Services
RFP No. 2018-02

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the City of Mobile our proposal to provide Debris Removal Services as required in the above referenced RFP. DRC ES is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

DRC has an office in Semmes, Alabama, which is located less than 30 minutes from the City of Mobile. Our additional office locations in Galveston, Texas, New Orleans, Louisiana, Surf City, North Carolina, and West Palm Beach, Florida provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the City of Mobile should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike the City of Mobile, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Corporate officers with legal signing authority to bind DRC ES to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Regional Manager for the City of Mobile is Charles Kraft who can be reached at (888) 721-4372, by cell: (251) 402-5376 or by email: Ckraft@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the City of Mobile in the future.

Sincerely,

Kristy Fuentes
Vice President, Secretary, Treasurer

**ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: **DRC EQUITY, LLC**
a Texas limited liability company
Its: **Manager**



By: **John R. Sullivan**
Its: **President**

[Consent to Appoint Manager – DRC Emergency Services, LLC (January 2016)]

PROPOSAL SUBMITTAL FORM WITH PRICING

Please see the following documents attached:

- Exhibit A Proposal Submittal Form
- Proposal Pricing Table

DRC will use equipment pricing at the lower of the then current FEMA Schedule of Equipment Rates or the then current Rental Rate Blue Book.

DRC is in receipt of Addendum 1.

Exhibit A: Proposal Submittal Form
(Proposer may adjust or recreate form as necessary)

Company Name: DRC Emergency Services, LLC

Address: 110 Veterans Boulevard, Suite 515, Metairie, LA 70005

Submitted by: Kristy Fuentes

(Name of Company Representative)

Title: Vice President/ Secretary/ Treasurer

E-mail address: Kfuentes@drcusa.com

Phone: (888) 721-4372

Fax: (504) 482-2852

Signature: _____

By initialing beside each item set out below and signing this Proposal Submission Form, the proposer affirms that proposer understands the pricing requirements acknowledges that each of the following was taken into account in determining the quoted prices:

VA

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.

VA

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

VA

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

VA

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

VA

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

VA

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

VA

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

VA

Contractor will be responsible for all equipment rental and landfill and permit fees required. Landfill disposal fees incurred by the contractor must be pre-approved by the

City and may be billed to the City by the contractor as a pass through cost, without mark-up

Pricing for the listed items will include equipment and labor. If additional work is required outside of the items specified, unit rates for equipment will be set at the lower of the current year FEMA Schedule of Equipment Rates (if established) or Equipment Rental Rate Blue Book (Cost Recovery) in effect at the time the work is performed.

The prices quoted will be fixed for the initial three-year term, but may be adjusted at the beginning of the second three-year term, if renewed at the consent of both parties, to reflect the change in the Consumer Price Index as published by U.S. Department of Labor, Bureau of Labor Statistics.

Please indicate in your Proposal submission any exceptions, clarifications, or conditions to the City's RFP specifications.

Proposal Pricing Table

ITEM	DESCRIPTION	Unit of Measure	Unit Price	Proportion Quantity	Extended Price
001 A	Removal and Disposal of Eligible Vegetative Debris at Debris Management Site (see note no. 1) Haul Range – 0-15.9 miles	Cubic Yard	\$8.00	500,000	\$4,000,000.00
B	Haul Range over 16 miles	Cubic Yard	\$8.00	150,000	\$1,200,000.00
002	Removal and Disposal of Eligible Construction and Demolition (C&D) debris to approved Landfill (see note no. 1)	Per Ton	\$54.25	250,000	\$13,562,500.00
003	Air Curtain Burning Vegetative Debris At Debris management site and haul out (Including cost of Ash Removal & Disposal)	Cubic Yard	\$3.80	325,000	\$1,235,000.00
004	Chipping or Grinding Debris at debris management site and haul out (Including cost of Reduced Debris Removal & Disposal)	Cubic Yard	\$5.28	325,000	\$1,716,000.00
005 A	Stump Extraction and fill dirt for stump holes after removal (see note no. 2) Diameter 24" – 36.9"	Each Stump	\$250.00	100	\$25,000.00
B	Diameter – 37" to 48.9"	Each Stump	\$400.00	50	\$20,000.00
C	Diameter – larger than 48.9"	Each Stump	\$600.00	25	\$15,000.00
006 A	Flush Cutting Hazardous Trees (see notes no. 3 and 4) 6" – 12.9" diameter	Each Tree	\$45.00	300	\$13,500.00
B	13" – 24.9" diameter	Each Tree	\$90.00	200	\$18,000.00
C	25" – 36.9" diameter	Each Tree	\$195.00	100	\$19,500.00
D	37" – 48.9" diameter	Each Tree	\$325.00	100	\$32,500.00
E	Greater than 49" diameter	Each Tree	\$425.00	50	\$21,500.00

007	Trees with Hazardous Hanging Limbs (2" diameter limbs and up) Hazardous hanging limb removal. <u>Place in ROW as Vegetative Debris.</u>	Each Tree	\$75.00	10,000	\$750,000.00
008	Freon Recovery and Recycling	Each Unit	\$50.00	250	\$12,500.00
009	Pick up and Disposal of "White Goods"	Each Unit	\$50.00	250	\$12,500.00
010	Dead Animal Collection, Transport and Disposal	Per Pound	\$1.50	1,000	\$1,500.00
011	Electronic Waste	Each Unit	\$50.00	250	\$12,500.00
012	Household Hazardous Waste (HHW) HHW Removal and Disposal	Per Pound	\$9.95	2,500	\$24,875.00
013 A	Waterway Debris Removal – Land- Based	Cubic Yard	\$30.00	2 15,000	\$450,000.00
B	Waterway Debris Removal Water-Based	Cubic Yard	\$78.00	10,000	\$780,000.00
014	Sand and Silt Removal	Cubic Yard	\$10.00	10,000	\$100,000.00
015 A	Vehicle Removal – car/light truck	Each	\$300.00	50	\$15,000.00
B	Vehicle Removal – medium/heavy duty truck	Each	\$500.00	50	\$25,000.00
016	Vessel Removal (Land)	Linear Foot	\$45.00	1,500	\$67,500.00
017	Vessel Removal (Marine)	Linear Foot	\$85.00	1,500	\$127,500.00
018	Biowaste Removal	Per Pound	\$9.95	250	\$2,487.50

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 ground line.

Note No. 3: Flush cutting is defined as level to the ground line. Price is to cut tree and place cut tree pieces in right of way for separate collection and disposal as vegetative debris.

Note No. 4: Tree diameter measured 4.5 feet up from ground line

EXHIBIT B

**CONTRACTOR
EVIDENCE OF
INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC.
818 Town & Country Blvd, Suite 500
Houston, TX 77024-4549

CONTACT NAME: Julia Becvar
PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974
E-MAIL ADDRESS: jbecvar@mcgriff.com

INSURED
DRC Emergency Services, LLC
P.O. Box 17017
Galveston, TX 77562

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Underwriters At Lloyd's, London		15792
INSURER B : The Phoenix Insurance Company		25623
INSURER C : Texas Mutual Insurance Company		22945
INSURER D : Argonaut Insurance Company		19801
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: FKFBE2K6

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	B0621EMSSL000118	05/26/2018	05/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	810-9J994734-18-26-G	05/26/2018	05/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X	B0621EMSSL000218	05/26/2018	05/26/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001307608 TX WC928318471754	05/26/2018	05/26/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Disaster Debris Removal Services

Certificate Holder is included as an Additional Insured on the General Liability, Automobile Liability and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate holder as respects the General Liability, Automobile Liability, Workers' Compensation and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile Liability and Excess Liability policies. All as required by written contract subject to policy, terms, conditions, and exclusions.
In the event of cancellation by the insurance companies the General Liability, the Texas Workers' Compensation, Automobile Liability and Excess policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
205 Government St
Mobile, AL 36644

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE****Page 2 of 3**

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED DRC Emergency Services, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE		
		ISSUE DATE: 01/29/2019	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** _____

Excess Liability
Effective: 05/26/2018 - 05/26/2019
Carrier: Certain Underwriters at Lloyds of London
Policy Number: B0621EMSSL000318
\$5,000,000 Each Occurrence
\$5,000,000 Products Completed Operations Aggregate Limit
\$5,000,000 Personal and Advertising Injury Limit
\$5,000,000 General Aggregate Limit

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE****Page 3 of 3**

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED DRC Emergency Services, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 01/29/2019	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** _____

Contractors Equipment Coverage
Carrier: Phoenix Insurance Company
Policy #QT6608076X50APHX18
Policy Period: 05/26/2018 to 05/26/2019
\$500,000 Leased or Rented - Any One Item
\$ 1,000 Deductible
Blanket Loss Payee and Additional Insured as their interest may appear as required by written contract.