CONTRACTUAL DOCUMENTS, GENERAL CONDITIONS,
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

FOR

DEBRIS REMOVAL, REDUCTION, & DISPOSAL FOLLOWING A DECLARED DISASTER

ALABAMA DEPARTMENT OF TRANSPORTATION
SOUTHWEST REGION – Mobile Area

JANUARY 2018
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INVITATION FOR BIDS

Sealed Bids will be received, opened and read aloud in public session by the Alabama Department of Transportation, for a standing contract for **DEBRIS REMOVAL, REDUCTION, & DISPOSAL FOLLOWING A DECLARED DISASTER MOBILE AREA**, for the ALDOT Southwest Region, at **10:00 A.M., Friday, March 23, 2018**, in the **ALDOT SW Region Building T**. Qualified General Contractors holding a current Alabama state license are invited to Bid. This contract is for the purpose of retaining a qualified General Contractor whose services would be employed in the event of a hurricane or other declared disaster.

Copies of the specifications and contract documents may be inspected and/or obtained at the following location:

Alabama Department of Transportation  
Southwest Region  
1701 West I-65 Service Road North  
Mobile, AL 36618  
Telephone No. (251) 470-8200

**A mandatory pre-bid conference will be held at 10:00 A.M. on Tuesday, March 13, 2018, in the ALDOT SW Region Building T in Mobile.**

Sealed Bids may be mailed or delivered directly to the Owner prior to the bid opening. Such sealed Bids must be clearly and legibly marked “DEBRIS REMOVAL, REDUCTION, & DISPOSAL FOLLOWING A DECLARED DISASTER MOBILE AREA" on the outside envelope.

The most qualified, responsive, responsible, highest ranked Bid will be accepted with key consideration based upon the benefit to the public. However, the Alabama Department of Transportation reserves the right to reject any and all Bids, to waive any irregularity in the Bids received, and to accept or reject any items of the Bid for the benefit of the public. No conditional Bids will be accepted. No Bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of Bids.

THE ALABAMA DEPARTMENT OF TRANSPORTATION- SW REGION
INSTRUCTIONS TO BIDDERS

1.0 BID FORMS

1.1 A complete set of Bidding Documents is included herein.

2.0 EXAMINATION OF DOCUMENTS AND PROJECT SITE

2.1 Carefully examine the Bidding Documents, Specifications, Drawings, and the Work Site. BIDS shall include all costs required to execute the work under the existing conditions.

2.2 Inquiries and questions can be sent to SW Region Engineer, Vincent E. Calametti, P.E. at 1701 West I65 Service Road North, Mobile, AL 36618, 251-470-8200.

2.3 Extra payments will not be made for conditions which can be determined by examining the documents and the site.

3.0 INTERPRETATIONS AND ADDENDA

3.1 Should a BIDDER find discrepancies, ambiguities, or omissions in the Specifications, or should he be in doubt as to their meaning, he shall at once notify the ALDOT Southwest Region Engineer.

3.2 The ALDOT will issue ADDENDA to clarify discrepancies, ambiguities, or omissions in the Specifications.

3.3 ADDENDA will be transmitted by facsimile to each BIDDER. ADDENDA shall become part of the contract and BIDDERS must acknowledge receipt of ADDENDA on their bid form or their bid will be rejected. BIDDERS shall be bound by ALL ADDENDA.

4.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

4.1 BIDS may not be modified after submittal.

4.2 Any BIDDER may withdraw his BID, either personally or by written request, at any time prior to scheduled time for opening bids.

4.3 No BIDDER may withdraw his BID for a period of thirty (30) days after date set for opening thereof, and all BIDS shall be subject to acceptance by OWNER during this period.

5.0 PREPARATION OF BID

5.1 The Bidder's Bid must be submitted on the Bid Form furnished.
5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price for each of the separate items for which an estimated quantity of that item is given in the Bid Form. He shall then print in the Amount column provided for that purpose the products obtained by multiplying the respective Unit Prices times the estimated quantity. The Bidder shall then print the total sum of all these products which comprise the bid prices on the Bid Total line provided for that purpose. The Engineer will check the total sum printed in the Bid and in case of error or discrepancy the total sum obtained by adding the products of the Unit Prices printed by the Bidder times the various estimated cycle quantities listed in the Bid shall prevail and this shall be the Contract Bid Price. The quantities shown are for determining the lowest total price only. The actual Contract quantities will be more or less depending on the severity of the disaster. There will be no adjustment to the unit prices based upon the actual Contract quantities.

5.3 The Bid shall be properly signed by the Bidder. If the Bidder is an individual, his name and post office address must be shown; if a firm or partnership, the name and post office address of the firm or partnership must be shown; if a corporation, the President, Vice President, or Secretary shall sign and affix the corporate seal, or if the person signing the Bid is an agent, the said agent must attach written authorization from the President, Vice President, or Secretary of the corporation, the name of the State under the laws of which the corporation is chartered, and the names, titles, and the business addresses of the officers.

6.0 IRREGULAR BIDS

6.1 Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum Prices Bid are obviously unbalanced may be rejected.

7.0 DELIVERY OF BIDS

7.1 Each Bid shall be placed, together with the Bid Guaranty, if applicable, in a sealed envelope on the outside of which is written in large letters the Project and the name of the Bidder. Bids may be delivered in person or by mail. Bids will be received by the Owner at the location specified until the hour of the date set in the "Invitation for Bids" for the opening thereof. No bid will be accepted or considered which has not been received prior to time and date of opening.

8.0 BID GUARANTIES

8.1 Any bid exceeding $10,000.00 must be accompanied by a Bid Guaranty in the amount of 5% of the Bid sum or $10,000, whichever is lesser. Form of Bid Guaranty shall be either a certified check payable to the OWNER or a Bid Bond executed by a surety acceptable to the OWNER and licensed in Alabama. All Bid Guaranties will be held until after Bids have been reviewed, tabulated, and ranked. The Bid Guaranties of the three most qualified bidders will be returned as soon as the
contracts of the successful Bidders necessary for completion of debris removal, reduction, and disposal have been properly executed and approved. The Owner reserves the right to return all Bid Guaranties by mail, and its responsibility shall end upon the mailing thereof.

9.0 BASIS OF AWARD OF CONTRACT

9.1 Contracts will be awarded based on the contractor point system outlined below in Section 10.0. Multiple contracts may be awarded at OWNER’S discretion based on damage assessments. The contractor with the highest percentage points will be awarded the first contract and successive contracts will be awarded from highest percentage points to lowest. The quantities shown are for determining the lowest total price only. The actual Contract quantities will be more or less depending on the severity of the disaster. There will be no adjustment to the unit prices based upon the actual Contract quantities.

9.2 The Contracts will be awarded to the most qualified, responsive, and responsible BIDDERS using the criterion listed below, subject to OWNER’S right to reject any or all BIDS and to waive informality and irregularity in BIDS and BIDDING.

10.0 QUALIFICATIONS OF CONTRACTORS

10.1 Each BIDDER shall present evidence of their experience, qualifications, available equipment, financial ability to carry out the terms of the Contract, and a managerial and operations plan including subcontractor participation and efficiency plan. This submittal shall be limited to ten (10) pages and shall be included with the bid. The OWNER reserves the right to disqualify any bidder who, in the judgment of the OWNER, fails to adequately demonstrate experience, qualifications, available equipment and financial ability sufficient to enable that BIDDER to successfully complete the scope of work under this Contract.

10.2 Contractor’s proposals will be reviewed and ranked by an ALDOT appointed evaluation committee. Those firms short listed shall be prepared to interview or make a scheduled presentation to same appointed evaluation committee, if required. The committee will evaluate on the following criterion with allowable percentages for each item (highest total percentage points will be selected and if multiple contractors are selected it will proceed from highest percentage points to lowest):
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Proposals (provide regional historical FEMA reimbursed cost schedule)</td>
<td>45</td>
</tr>
<tr>
<td>Experience/Past Performance on similar projects</td>
<td>25</td>
</tr>
<tr>
<td>Qualifications/ Available Resources</td>
<td>20</td>
</tr>
<tr>
<td>Managerial &amp; Operations Plan:</td>
<td></td>
</tr>
<tr>
<td>-including Subcontractor Participation</td>
<td></td>
</tr>
<tr>
<td>-prove efficiency to minimize cost and time</td>
<td>10</td>
</tr>
<tr>
<td>Total Points</td>
<td>100</td>
</tr>
</tbody>
</table>

10.3 Bidder shall provide a notarized letter with his bid stating he has available all the required equipment listed in his proposal and can mobilize this equipment into area within twenty-four (24) hours of issuance of Notice to Proceed. The ALDOT shall have the right to direct the addition of equipment and labor as necessary to ensure that, in its sole judgment, the work is being productively and efficiently accomplished.

11.0 MANDATORY PRE-BID CONFERENCE

11.1 A mandatory pre-bid conference will be held prior to the bid opening. The date of the pre-bid conference is shown in the Invitation to Bid.

12.0 LAWS AND REGULATIONS

12.1 The BIDDER'S attention is directed to the fact that all applicable State laws, Municipal Ordinances and the Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written out in full.

12.2 In compliance with Act 2016-312, the ________________ is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

13.0 ALABAMA LICENSED CONTRACTOR

13.1 All BIDDERS submitting bids must be licensed general contractors in the state of Alabama.

14.0 REQUIREMENT FOR CONTRACT BONDS

14.1 In order to ensure the faithful performance of each and every condition, stipulation, and requirements of the Contract, and to indemnify and save the Owner harmless
from any and all damages, either directly or indirectly, (arising out of any failure to perform same), the successful Bidder to whom the Contract is awarded shall furnish at his expense and file with the Owner an acceptable Surety Bond for performance of this Contract in the amount of 100% of the Bid Price. The payment bond will not be required until the event is imminent. Said Bond shall be made on the approved Bond Form, shall be furnished by a reputable surety company authorized to do business in the State of Alabama and acceptable to the Owner, shall be countersigned by an authorized agent resident in the State of Alabama and acceptable to the Owner, shall be countersigned by an authorized agent resident in the State of Alabama, who is qualified for the execution of such instruments, and shall have attached thereto power-of-attorney of the signing official. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses suffered by the Owner under the Bond, including both engineering and legal services shall lie against the Performance Bond for performance of the work. Contractor mobilization costs will not be paid if the Contractor is unable to obtain bonding.

14.2 In addition thereto and with the same requirements as the Performance Bond, the successful Bidder to whom the Contract is awarded shall furnish at his expense and file with the Owner an acceptable Surety Bond for payment of Labor and Material payable to the Owner in the amount of not less than 50% of the Bid Price with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor materials, equipment, or supplies for, or in, prosecution of the work.

15.0 EXECUTION OF CONTRACT

15.1 Within five (5) days of receiving Notice of Award, the Contractor shall provide a letter from a bonding company, qualified in accordance with paragraph 14 above, certifying that they will provide performance and labor and material payment bonds in the required amounts, in the event that a Notice to Proceed with services under this Contract is issued. Based on the successful bidder’s qualifications and the degree of the event, ALDOT may elect to employ more than one contractor to complete the work. Contractor shall also provide proof of insurance and two properly executed copies of the Contract. All policies or certificates of insurance shall be approved by OWNER before the successful BIDDER may commence any work under this Contract. The ALDOT will then sign and return one copy of the Contract. In the event of a declared disaster which creates the need for services under this Contract, the Contractor shall then be required to provide these bonds such that the ALDOT receives them within five (5) days of issuance of the Notice to Proceed. Failure to execute a Contract and file the bond certification letter within five (5) days after the date of Notice of Award shall be just cause for the annulment of the Award and the forfeiture of Bid Guaranty, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next qualified Bidder, or the work may be re-advertised.

15.2 The Contractor shall be prepared to commence work within 24 hours following receipt of the Notice to Proceed.
16.0 CONTRACT TERM, TERM RENEWAL AND ANNUAL PRICE ADJUSTMENT

16.1 This is a pre-event solicitation. The Contract term shall be for a period of two (2) years from the date of Contract award, with the proviso that in the event a Notice to Proceed is issued, the Contract shall automatically extend to a term of twenty-four (24) months from the date of the Notice to Proceed. Further, the ALDOT and the Contractor have the option to mutually agree to extend this Contract for up to three (3) successive annual terms from the date of expiration of the previous “24 months from Notice to Proceed” term, for a total of five (5) annual terms. Contract shall be deemed to have been renewed unless one party notifies the other party by letter a minimum of sixty (60) days in advance of the date of expiration that they do not intend to renew. On each annual anniversary date of Contract, the applicable unit prices shall be adjusted using the ALDOT Construction Fuel Index.

17.0 COMPLETION TIMES FOR DEBRIS CLEARANCE AND RECLAMATION

17.1 The Contractor shall mobilize equipment and schedule work performance in order to complete all debris clearance resulting from a declared disaster within three (3) months of receipt of Notice to Proceed unless approved by the ALDOT.

18. COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT

18.1 The ALDOT will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Bid No. 02-017-5-Section 1324a (e) [Section 274A (e) of the Immigration and Nationality Act (“INA”)]. The ALDOT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the ALDOT.

Contractor is required to comply with the Immigration Reform and Control Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986 to provide their employers with proof of citizenship or authorization to work in the United States. ALDOT may at any time request to inspect proof of citizenship.

REQUIREMENTS FOR ENTERING CONTRACTS WITH THE STATE EFFECTIVE 01/31/2014

Under the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act,” the State of Alabama requires all State contractors (including direct vendors) and their subcontractors (including sub vendors) of any tier to refrain from knowingly employing any unauthorized alien in Alabama and, as a condition for the award of any contract to a contractor or direct vendor, for the contractor or direct vendor to document participation in the E-Verify program of the U.S. Department of Homeland Security.

ATTESTATION AND DOCUMENTATION AS TO EMPLOYMENT POLICIES REQUIRED BY THE ALDOT OF ALL CONTRACTORS AND DIRECT VENDORS
As a condition to the award of any contract, each contractor (including direct vendors) must provide the ALDOT with a sworn affidavit attesting that the contractor or direct vendor will not knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama. The contractor or direct vendor must also provide documentation that the contractor or direct vendor is enrolled in the E-Verify program. Failure of the contractor or direct vendor to continue to participate in the E-Verify program system and to verify every employee as required under applicable federal rules and regulations during performance of the contract will be grounds for termination of the contract.

In addition, before entering into any subcontract for the performance of a contract with the ALDOT, the contractor (including direct vendors) and each of its subcontractors (including sub vendors) of any tier shall obtain from each of their direct subcontractors or direct sub vendors a sworn affidavit of the direct subcontractor or direct sub vendor attesting that the direct subcontractor or direct sub vendor will not knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama and attaching documentation establishing that the direct subcontractor or direct sub vendor is enrolled in the E-Verify system. Failure to obtain such affidavit or knowledge of violation by the direct subcontractor or direct sub vendor of the employment prohibitions of the Act may result in liability for the contractor or subcontractor as provided in the Act. The affidavits and documentation of subcontractors and sub vendors need not be filed with the ALDOT but should be retained by the contractor or subcontractor obtaining them.

Attached as Appendix A is the form of affidavit that must be provided to the ALDOT at the time of execution of any contract with the Alabama Department of Transportation. In the case of vendors with which the ALDOT deals on a repetitive basis, the affidavit can be placed on file with the ALDOT and refiled by January 15 of each succeeding year.

Attached as Appendix B is a form of affidavit that shall be obtained from subcontractors and sub vendors.

Beginning January 1, 2013, each vendor selling directly to the ALDOT must provide the ALDOT with a sworn affidavit in the form of Appendix A. The affidavit must attach documentation confirming that the vendor participates in the E-Verify System. **No purchase order can be issued to the vendor until the affidavit with attachments has been received.**

Please send the affidavits to:

ALDOT  
Attn: Donald C. Powell  
1701 West I-65 Service Rd N  
Mobile, AL 36618
APPENDIX A
AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _______________
County of _______________

Before me, a notary public, personally appeared
_________________________________ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the Alabama Department of Transportation-Southwest Region, I hereby attest that in my capacity as __________________________________ (state position) for ________________________________________________________________ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

_____________________________________
Signature of Affiant

Sworn to and subscribed before me this ____ day of _____________________, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____________________________________
Signature and Seal of Notary Public
APPENDIX B
AFFIDAVIT OF SUBCONTRACTOR OR SUBVENDOR

State of _______________
County of _______________

Before me, a notary public, personally appeared ______________________________
(print name) who, being duly sworn, says as follows:

As a condition for being a subcontractor or sub vendor on a project paid for by a
contract, grant, or incentive by the Alabama Department of Transportation- Southwest
Region, I hereby attest that in my capacity as __________________ (state position) for
_____________________________________________ (state subcontractor or sub
vendor name), said subcontractor shall not knowingly employ, hire for employment, or
continue to employ an unauthorized alien within the State of Alabama.

I further attest that said subcontractor is enrolled in the E-Verify program prior to
performing any work on the project.

(ATTACH DOCUMENTATION ESTABLISHING THAT SUBCONTRACTOR IS
ENROLLED IN THE E-VERIFY PROGRAM)

_____________________________________
Signature of Affiant

Sworn to and subscribed before me this ____ day of _____________________, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she
claims to be.

_________________________________
Signature and Seal of Notary Public
GENERAL CONDITIONS

1.0 OWNER

1.1 The Owner for this Contract is the Alabama Department of Transportation- Southwest Region. The mailing address for the Owner is 1701 West I-65 Service Road North, Mobile, AL 36618.

2.0 LOCAL LICENSE REQUIREMENT

2.1 Attention is called to the fact that all companies performing work on this Contract must obtain Business Licenses from the cities where work is taking place as required by each city.

3.0 CONTRACT DOCUMENTS

3.1 The Owner will furnish to the Contractor free of charge four (4) sets of plans and specifications. Additional sets may be purchased at a price of $20.00 per set.

4.0 PAYMENTS AND COMPLETION

4.1 Once in each month, the Contractor may submit Applications for Payment for completed work in place. In the event that work is being done under this Contract concurrently for more than one declared disaster, a separate application for payment must be submitted for each individual declared disaster. Payment shall be made to the Contractor within thirty (30) days of receipt and approval of Application for Payment. The final monthly payment prior to the expiration of the Contract shall not be made until: 1) Submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the work under this Contract have been paid in full including a Waiver and Release of Lien on the form included in the Contract Documents; 2) FOR CONTRACTS OF $50,000 OR MORE, legal notice of advertisement of completion has been advertised four (4) consecutive weeks in some newspaper of general circulation in counties where the work is performed (approved by the Owner); 3) Final inspection of the work by the Owner.

5.0 INSURANCE

5.1 General Certificate of Insurance

5.1.1 Submit certificate of insurance on a suitable form provided by the Insurance Company.

5.2 Notification of Owner Re: Termination/Expiration

5.2.1 Each and every policy shall contain an endorsement stating that insurance company will not, prior to completion of project or any policy expiration date shown on policy and certificate, whichever occurs first, terminate policy or change any coverage
therein without first mailing by registered mail, written notice of such action at least thirty (30) days prior to termination or change, to Owner at whose request the policy and certificate are issued.

5.3 Insurance Companies

5.3.1 Coverage of all insurance shall be in acceptably strong companies with a minimum rating of A+AA in Best's Insurance Guide, or lacking that, must be approved by the Owner.

5.4 Owner Liability

5.4.1 The Contractor shall name the Alabama Department of Transportation as an additional insured in the Contractor Comprehensive Liability Policy.

5.5 Additional Coverage

5.5.1 Coverage shall include liability arising from property in care, custody and control of Contractor.

5.6 Limits of Coverage

5.6.1 Specific policies and minimum amounts of coverage required are as follows:

(1) Workmen's Compensation - Employers Liability Insurance.
   A. Statutory - amount and coverage as required by law of the place of building.
   B. Employers Liability $100,000 minimum.

(2) Comprehensive General Liability Insurance - $1,000,000 minimum coverage
SPECIAL CONDITIONS

1.0 SANITARY FACILITIES

1.1 The Contractor shall provide onsite sanitary facilities if he so deems necessary.

2.0 STORAGE OF EQUIPMENT AND MATERIALS

2.1 All equipment and materials may be stored on the job site. Stored materials as well as equipment remain the property of the Contractor until Contract completion.

3.0 DISPOSAL OF MATERIALS

3.1 Any waste and excess materials shall be disposed of in a safe manner conforming to all Federal and State Occupational and Environmental Laws and Regulations including, but not limited to, the Occupational Safety and Health Act (OSHA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA), the Toxic Substances Control Act (TSCA), and Alabama Department of Environmental Management (ADEM) Regulations.

4.0 DRAWINGS AND CONTRACTUAL DOCUMENTS

4.1 The Contractual Documents shall consist of the Invitation for Bids, Instructions to Bidders, Bid Forms, General Conditions, Special Conditions, Contract, Specifications, all amendments and addenda thereto, and Drawings and Attachments hereto.

5.0 PERMITTING

5.1 The Contractor shall be required to acquire any required permit to perform the work shown in this Contract. There will be no additional charge to the ALDOT for the acquisition of required permits.

6.0 DMS SITE MANAGEMENT

6.1 The Contractor shall be responsible to restore the DMS site(s) to original condition. This work to be completed at no additional cost to ALDOT.
TO: Alabama Department of Transportation  
Office of Southwest Region Engineer  
1701 West I-65 Service Road North  
Mobile, AL 36618

BIDDER: __________________________  
_______________________________  
_______________________________  
_______________________________  
_______________________________  

OWNER: Alabama Department of Transportation-Southwest Region

PROJECT: **DEBRIS REMOVAL, REDUCTION, & DISPOSAL FOLLOWING A DECLARED DISASTER**

The BIDDER in compliance with the INSTRUCTIONS TO BIDDERS having received the Contract Documents for the PROJECT, and having received, read, and taken into account all ADDENDA as follows: (List number and dates of each Addendum)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

and having inspected the site(s) and the conditions affecting and governing the accomplishment of the PROJECT, the undersigned agrees to furnish all materials and perform all labor, as specified to complete the following:

NOTE: The quantities below reflect estimates for recovery from a typical Category 3 hurricane; the ALDOT makes no representation as to their accuracy and the Contractor shall not be entitled to price adjustments based upon variances in these quantities.

NOTE: Use of all equipment paid by the hour shall only be employed at the direction of the ALDOT Representative prior to employment. Use of hourly rate equipment without prior ALDOT Representative authorization will not be reimbursed.
<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>PRICE</th>
<th>UNIT</th>
<th>QTY</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Traffic Control – Materials and Labor as per MUTCD</td>
<td>$__<strong>.</strong>_</td>
<td>Crew/Day</td>
<td>3,000</td>
<td>$__<strong>.</strong>_</td>
</tr>
<tr>
<td>REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL, including limbs and trees placed on ROW under other pay items below.</td>
<td>0-15.9 road miles</td>
<td>$__<strong>.</strong>_</td>
<td>CY</td>
<td>593,000</td>
</tr>
<tr>
<td></td>
<td>16.0-30.9 road miles</td>
<td>$__<strong>.</strong>_</td>
<td>CY</td>
<td>158,000</td>
</tr>
<tr>
<td></td>
<td>≥ 31</td>
<td>$__<strong>.</strong>_</td>
<td>CY</td>
<td>40,000</td>
</tr>
<tr>
<td>2 DMS SITE MANAGEMENT, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or ALDOT.</td>
<td>$__<strong>.</strong>_</td>
<td>CY</td>
<td>819,000</td>
<td>$__<strong>.</strong>_</td>
</tr>
<tr>
<td>3 GRINDING OF VEGETATIVE DEBRIS AT A DMS. Grinding of disaster related debris delivered to the DMS by Contractor or ALDOT. Price includes the cost of obtaining any required permits and also restoring the DMS to original condition</td>
<td>$__<strong>.</strong>_</td>
<td>CY</td>
<td>593,000</td>
<td>$__<strong>.</strong>_</td>
</tr>
<tr>
<td>4 AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS. Burning of disaster related debris delivered to the DMS by Contractor or ALDOT. Price includes the cost of obtaining any required permits and also restoring the DMS to original condition</td>
<td>$__<strong>.</strong>_</td>
<td>CY</td>
<td>99,000</td>
<td>$__<strong>.</strong>_</td>
</tr>
<tr>
<td>5 OPEN OR ENHANCED (FORCED AIR) BURNING OF VEGETATIVE DEBRIS AT A DMS. Burning of disaster related debris delivered to the DMS by Contractor or ALDOT. Price includes the cost of obtaining any required permits and also restoring the DMS to original condition</td>
<td>$__<strong>.</strong>_</td>
<td>CY</td>
<td>99,000</td>
<td>$__<strong>.</strong>_</td>
</tr>
<tr>
<td>6 LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO ITS FINAL DESTINATION-ALDOT specified. Tipping fees shall be a pass through cost to ALDOT.</td>
<td>0-15.9 road miles</td>
<td>$__<strong>.</strong>_</td>
<td>CY</td>
<td>44,000</td>
</tr>
<tr>
<td></td>
<td>16.0-30.9 road miles</td>
<td>$__<strong>.</strong>_</td>
<td>CY</td>
<td>89,000</td>
</tr>
<tr>
<td></td>
<td>≥ 31</td>
<td>$__<strong>.</strong>_</td>
<td>CY</td>
<td>44,000</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>PRICE</td>
<td>UNIT</td>
<td>QTY</td>
<td>EXTENDED</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>-------</td>
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<td>-----</td>
<td>----------</td>
</tr>
<tr>
<td>8. LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING (ASH)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FROM DMS TO APPROVED LANDFILL AS DIRECTED BY ALDOT.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tipping fees shall be a pass through cost to ALDOT.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-15.9 road miles</td>
<td>$_______</td>
<td>CY</td>
<td>5,000</td>
<td>$_______</td>
</tr>
<tr>
<td>16.0-30.9 road miles</td>
<td>$_______</td>
<td>CY</td>
<td>2,000</td>
<td>$_______</td>
</tr>
<tr>
<td>≥ 31</td>
<td>$_______</td>
<td>CY</td>
<td>2,000</td>
<td>$_______</td>
</tr>
<tr>
<td>9. REMOVAL AND HAULING OF C&amp;D DEBRIS FROM ROW TO DMS OR FINAL DISPOSAL / APPROVED LANDFILL.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-15.9 road miles</td>
<td>$_______</td>
<td>CY</td>
<td>24,000</td>
<td>$_______</td>
</tr>
<tr>
<td>16.0-30.9 road miles</td>
<td>$_______</td>
<td>CY</td>
<td>3,000</td>
<td>$_______</td>
</tr>
<tr>
<td>≥ 31</td>
<td>$_______</td>
<td>CY</td>
<td>1,000</td>
<td>$_______</td>
</tr>
<tr>
<td>10. REDUCTION OF C&amp;D DEBRIS BY GRINDING OR MECHANICAL COMPACTION.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$_______</td>
<td>CY</td>
<td>28,000</td>
<td>$_______</td>
<td></td>
</tr>
<tr>
<td>11. LOADING, HAULING, AND DISPOSAL OF C&amp;D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tipping fees shall be a pass through cost to ALDOT.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-15.9 road miles</td>
<td>$_______</td>
<td>CY</td>
<td>900</td>
<td>$_______</td>
</tr>
<tr>
<td>16.0-30.9 road miles</td>
<td>$_______</td>
<td>CY</td>
<td>2,700</td>
<td>$_______</td>
</tr>
<tr>
<td>≥ 31</td>
<td>$_______</td>
<td>CY</td>
<td>14,600</td>
<td>$_______</td>
</tr>
<tr>
<td>12. REMOVAL OF C&amp;D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY ALDOT, tipping fees will be a pass through cost to ALDOT.(NON DMS OPTION)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-15.9 road miles</td>
<td>$_______</td>
<td>CY</td>
<td>8,400</td>
<td>$_______</td>
</tr>
<tr>
<td>16.0-30.9 road miles</td>
<td>$_______</td>
<td>CY</td>
<td>67,000</td>
<td>$_______</td>
</tr>
<tr>
<td>≥ 31</td>
<td>$_______</td>
<td>CY</td>
<td>84,000</td>
<td>$_______</td>
</tr>
<tr>
<td>13. REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove hazardous hanging limbs over 2” in diameter as directed by ALDOT and place them on ROW.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$_______</td>
<td>TREE</td>
<td>37,000</td>
<td>$_______</td>
<td></td>
</tr>
<tr>
<td>14. REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54” above ground) and place them on the ROW. Trees measuring 11.99 inches or less shall be removed by the contractor and hauled as debris. All tree work will be completed flush cut with ground.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 inches to 23.99 inches diameter</td>
<td>$_______</td>
<td>TREE</td>
<td>11,200</td>
<td>$_______</td>
</tr>
<tr>
<td>24 inches to 35.99 inches diameter</td>
<td>$_______</td>
<td>TREE</td>
<td>3,200</td>
<td>$_______</td>
</tr>
<tr>
<td>36 inches to 47.99 inches diameter</td>
<td>$_______</td>
<td>TREE</td>
<td>1,200</td>
<td>$_______</td>
</tr>
<tr>
<td>≥ 48 inches diameter</td>
<td>$_______</td>
<td>TREE</td>
<td>400</td>
<td>$_______</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>PRICE</td>
<td>UNIT</td>
<td>QTY</td>
<td>EXTENDED</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>-------</td>
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<td>----------</td>
</tr>
<tr>
<td><strong>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS.</strong> The Contractor shall remove,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>decontaminate, transport and recycle or dispose approved white goods (appliances)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>in accordance with all federal, state, and local rules, regulations, and laws.</td>
<td>$_______</td>
<td>UNIT</td>
<td>1</td>
<td>$_______</td>
</tr>
<tr>
<td><strong>REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW).</strong> The Contractor shall</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>collect, transport, and dispose household hazardous wastes in accordance with state and federal requirements.</td>
<td>$_______</td>
<td>LB</td>
<td>1</td>
<td>$_______</td>
</tr>
<tr>
<td><strong>REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES.</strong> The Contractor shall</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>collect and transport dead animal carcasses to their final disposal location.</td>
<td>$_______</td>
<td>LB</td>
<td>1</td>
<td>$_______</td>
</tr>
<tr>
<td>[Tipping fees to be a pass through cost to ALDOT]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES.</strong> The Contractor shall</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>segregate, load, and haul abandoned tires to final destination-ALDOT specified.</td>
<td>$_______</td>
<td>Each</td>
<td>500</td>
<td>$_______</td>
</tr>
<tr>
<td>[Tipping fees to be a pass through cost to ALDOT]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE.</strong> The Contractor shall</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.</td>
<td>$_______</td>
<td>Each</td>
<td>50</td>
<td>$_______</td>
</tr>
<tr>
<td>[Tipping fees to be a pass through cost to ALDOT]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we

_________________________________________ and

_________________________________________ (hereinafter called the Principal)

are held and firmly bound unto The Alabama Department of Transportation and/or its assigns in the penal sum of

($___________) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors, and assigns jointly and severally for the faithful performance of a certain written Contract dated the _______ day of ______________, 2018, entered into between the Principal and the Owner for DEBRIS REMOVAL, REDUCTION, & DISPOSAL FOLLOWING A DECLARED DISASTER, a copy of which Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms, undertakings, covenants, agreements, and conditions of the Contract in all respects on his part, and shall fully pay all obligation incurred in connection with the performance of such Contract on account of labor, equipment, and materials used in connection therewith and all such other obligations of every form, nature, and character, and shall save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said Contract and shall reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships, or corporations shall give them a direct right of action against the Principal and Surety under this obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this Bond after one year from the date on which the final payment on the Contract falls due, and provided further that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated and after such performance this obligation shall become void.
IN TESTIMONY WHEREOF, witness the hands and seal of the parties hereto on this ______ day of _____________, 2018.

Executed in two (2) counterparts.

Witness: _____________________________________

By: _______________________________________

____________________________________

____________________________________

Countersigned: ______________________________________

(Resident Agent)

BONDING COMPANY: ______________________________________

ADDRESS: ______________________________________

COMPANY

ADDRESS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we,  

____________________________________________________________, as Principal,  

and _____________________________________________________________, as  

Surety, are held and firmly bound unto The Department of Transportation and/or its  

assigns (hereinafter called the Owner), in the penal sum of  

_________________________________________________ Dollars ($______________)  

lawful money of the United States, for the payment of which sum well and truly to be  

made, we bind ourselves, our heirs, executors, administrators, personal Representatives,  

successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Owner, dated  

_______________  (hereinafter called the Contract) for the DEBRIS REMOVAL,  

REDUCTION, & DISPOSAL FOLLOWING A DECLARED DISASTER, for which Contract  

and the Plans and Specifications for said work shall be deemed a part hereof as fully as if  

set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said  

Principal and all subcontractors to whom any portion of work provided for in said Contract  

is sublet and all assignees of said Principal and of such subcontractors shall promptly  

make payments to all persons supplying him or them with labor, materials, equipment, or  

supplies for or in the prosecution of the work provided for in such Contract, or in any  

amendment or extension of or additions to said Contract noticed which modifications to the  

Surety being hereby waived and for the payment of reasonable attorney's fees, incurred by  

the claimant or claimants in suits on said Bond, then the above obligation shall be void,  

otherwise to remain in full force and effect, PROVIDED, however that this Bond is subject  

to the following conditions and limitations.

a. Any person, firm, or corporation that has furnished labor, materials, equipment, or  

supplies for or in the prosecution of the work provided for in said Contract shall have a  

direct right of action against the Principal and Surety on this Bond, which right of action  

shall be asserted in a proceeding, instituted in the county in which the work provided for in  

said Contract is to be performed, or in any county in which said Principal or Surety does  

business. Such right of action shall be asserted in a proceeding instituted in the name of  

the claimant or claimants for his or their use and benefit against said Surety or either of  

them (but not later than one year after the final settlement of said Contract) in which action  

such claim or claims shall be adjudicated and judgment rendered thereon.

b. The principal and Surety hereby designate and appoint ________________________  

(To be filled in by Surety Company)
as the agent of each of them to receive and accept service of process other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

c. The Surety shall not be liable hereunder for damage or compensation recoverable under any Workman's Compensation or Employer's Liability Statute.

d. In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

e. This Bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon".

Executed in two (2) counterparts.

SIGNED, SEALED, AND DELIVERED THIS ______ day of ____________ 2018.

Witness: ______________________________

By: ________________________________

______________________________

______________________________

Countersigned:

______________________________

(Resident Agent)

BONDING COMPANY: ______________________________

ADDRESS: ______________________________

COMPANY

ADDRESS
NOTICE OF AWARD

DATED: March 23, 2018

TO: Company Name
    Address

PROJECT: DEBRIS REMOVAL, REDUCTION, & DISPOSAL FOLLOWING A DECLARED DISASTER

You have been awarded a Contract for DEBRIS REMOVAL AND REDUCTION FOLLOWING A DECLARED DISASTER, DEPARTMENT OF TRANSPORTATION- SOUTHWEST REGION.

Within five (5) days of the date of this Notice of Award, you must deliver to the OWNER the enclosed Contract documents, fully executed, signed and witnessed, as follows:

2 originals - Contract
1 original - Certificate of Insurance certifying compliance with all insurance requirements specified in the General Conditions
1 original - Letter from Bonding Company certifying that Performance and Labor and Material Bonds will be provided in the event a NTP is issued

Within five (5) days after receipt of the above documents, OWNER will return to you one (1) fully signed original of the Contract.

Failure to deliver the aforementioned Contract documents and insurance certificate within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

ALABAMA DEPARTMENT OF TRANSPORTATION- SOUTHWEST REGION
(OWNER)

By: ________________________________
Vincent E. Calametti, P.E.
Southwest Region Engineer
CONTRACT

THIS AGREEMENT, made and entered into the ____ day of ____________, 2018, at

Alabama Department of Transportation - Southwest Region, by and between Company Name, a limited liability company, hereinafter called the Contractor, and the ALDOT-SW Region, and/or its assigns, hereinafter called the Owner.

WITNESSETH;

That the Contractor, for the consideration hereinafter set out, hereby agrees with the Owner as follows:

1. That the Contractor shall perform all of the work in a satisfactory manner in accordance with the plans and specifications, bid requirements and conditions, which are attached hereto and made a part hereof as if fully contained herein, for DEBRIS REMOVAL, REDUCTION, & DISPOSAL FOLLOWING A DECLARED DISASTER, DEPARTMENT OF TRANSPORTATION-SOUTHWEST REGION.

2. That the Contractor shall commence and complete the work to be performed under this agreement within the Contract Time as defined in the General Conditions.

   All work shall be accomplished with quality in a manner which will maintain safety to life and property, and reduce to a minimum any interference with abutting property or public travel. All work shall be inspected and approved by the ALDOT Representatives before payment shall be made.

3. The Owner hereby agrees to pay to the Contractor for satisfactory performance of the agreement, subject to quantities of work completed as specified in the contractual Documents, in lawful money of the United States as follows:

   **Contract Price ($#, $$$, ###. ##).**

4. It is mutually agreed between the Owner and the Contractor that timely performance is of the essence to this Contract, and the Contractor agrees to keep a working force on the job of the size that is adequate to perform all work in accordance with the Contractor’s approved work schedule.

5. The Owner reserves the right to immediately terminate this Contract without penalty to itself, upon written notice to the Contractor. In the event that the Contract is terminated, the Contractor will be paid in accordance with the bid items of the Contract for all work performed to ALDOT satisfaction or which payment has not yet been made.
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

COMPANY, a limited liability company
(Contractor)

By: ________________________________

Its ______________________________

ALABAMA DEPARTMENT OF TRANSPORTATION- SW REGION
(Owner)

By:  

______________________________________

Vincent E. Calametti, P.E., SW Region Engineer

ATTEST:

______________________________________

Name, Title

(SEAL)
NOTICE TO PROCEED

TO: __________________________________________ DATE: __________________

PROJECT:  DEBRIS REMOVAL, REDUCTION, & DISPOSAL FOLLOWING A DECLARED DISASTER, DEPARTMENT OF TRANSPORTATION-SOUTHWEST REGION

In accordance with the Agreement dated ____________, 201__, you are hereby notified to commence work on or before______________, 201__.

ALABAMA DEPARTMENT OF TRANSPORTATION- SW REGION
(Owner)

By: __________________________________________

__________________________________________
Vincent E. Calametti, P.E.
SW Region Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this ______ day of ____________, 201__.

__________________________________________ (CONTRACTOR)

By: __________________________________________

By __________________________
WAIVER AND RELEASE OF LIEN

FROM: ________________________________

TO: ALABAMA DEPARTMENT OF TRANSPORTATION-SW REGION (Owner)

PROJECT NAME: DEBRIS REMOVAL, REDUCTION, & DISPOSAL FOLLOWING A DECLARED DISASTER, DEPARTMENT OF TRANSPORTATION-SOUTHWEST REGION

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by the Alabama Department of Transportation (ALDOT) to furnish labor and/or materials for the referenced project, does hereby waive and release any and all lien and claim or right to lien and claim against the ALDOT on the referenced project on account of labor or materials, or both furnished for the referenced project.

2. The undersigned further certifies that to the best of his knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor and/or materials for the referenced project.

3. The undersigned further agree that, after execution of this document, it will defend at its expense, and save the ALDOT harmless from any and all claims or liens arising out of the undersigned's furnishing of labor and/or materials for the referenced project.

4. The undersigned has executed this document in order to induce the ALDOT to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the ALDOT arising out of the furnishing of labor and/or materials for the referenced project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this ________ day of ________________, 201__.  

___________________________________

STATE OF ALABAMA
SOUTHWEST REGION

Personally appeared before me the undersigned Notary Public in and for said County and State, ________________________, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

___________________________________

NOTARY PUBLIC
SPECIFICATIONS

1.0 GENERAL
The purpose of this Contract is to enter into a pre-event contract at no immediate cost to the ALDOT for the following services. Successful firms are hereafter referred to as Contractor. Contractors shall provide clean-up, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the ALDOT in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to state maintained infrastructure/ROW and that which is considered essential to ensure public health and safety. This shall be a two (2) year contract utilized on an "as needed" basis with the option to renew yearly for an additional three (3) years upon the mutual consent of both parties. ALDOT will identify and utilize pay items based on the ALDOT needs and scope of work. Bid prices will be adjusted base on ALDOT’s Construction Fuel Index for pertinent items. It will be the responsibility of the Contractor to adhere to all federal debris eligibility regulations, policy and guidance. Any debris work performed that is not in adherence with federal debris eligibility regulations, policy and guidance will not be reimbursed by the ALDOT and will be the responsibility of the Contractor.

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

2.1 The Contractor shall provide all management, supervision, labor, materials, and equipment necessary for efficient and effective removal, disposal and reduction of all eligible debris from public rights of way. Contractor shall also remove debris beyond public rights of way as directed by ALDOT to abate imminent and/or significant threats to the public health and safety of the community.

2.2 The Proposer shall provide a detailed equipment and methodology plan to handle debris streams during a disaster response. ALDOT shall approve the implementation of the plan prior to a disaster.

2.3 Debris Management Sites (DMS), formally known as Temporary Staging and Reduction Sites (TSRS): The Contractor shall identify, legally obtain, prepare and maintain a sufficient number of DMS facilities to accept and process all eligible storm debris. Coordination between the contractor and the C&D Landfill owner shall be made and necessary items provided if the contractor plans on using a C&D Landfill as a DMS, as these sites will be required to meet the same requirements laid out for typical DMS and must be approved by ALDOT. ALDOT requires an Alabama Department of Environmental Management (ADEM) permit for burning. Enhanced (forced-air) burning is the preferred method of vegetative debris disposal within the requirements of all applicable regulations. If required by ADEM, the Contractor will be responsible for obtaining and properly using an "air curtain incinerator." ALDOT will be provided copies of all permit requests and DMS site approval information. The contractor must provide a burn site alternative for every county. Preparation and maintenance of facilities shall
include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of base material for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved in accordance with required permits. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste. Approved DMS locations are attached, however the contractor is permitted to locate and secure their own sites including any C&D Landfills subject to ALDOT approval.

All applicable permits for DMS and C&D Landfills used as DMS shall be secured from and approved by ADEM and must be provided to ALDOT and property owners. ALDOT will approve all sites that the Contractor will be allowed to work. The Contractor will remove and properly dispose of 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. Final site remediation must have written approval from both ADEM and the property owner.

2.4 Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the ALDOT and/or ADPH/ADEM in accordance with all applicable Federal, State and local laws, standards and regulations.

2.5 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. ALDOT will pay actual tipping fees for ash disposal. (It is always preferable to close out burn sites by evenly spreading and turning/mixing ash with the top layer of soil if at all possible.) ALDOT will pay actual for tipping and haul out fees for vegetative debris only if there is no viable alternative and only with ALDOT approval and with clear “cradle to grave” documentation. The Proposer shall provide a methodology for approval for tracking and recycling vegetative debris per ton.

2.6 Documentation and Inspections: Storm debris shall be subject to inspection by the ALDOT. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the ALDOT access to all work sites and disposal areas. The Contractor and the ALDOT will have in place at the DMS, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS. The Contractor will assist the ALDOT in preparation of the Federal, (FEMA), and State reports for any potential reimbursement through the training of ALDOT employees and the review of documentation prior to submittal. The Contractor will work closely with the State Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documentation is appropriately addressed.
Consultant Concerns will be utilized to represent ALDOT interests therefore these entities will be provided access equivalent to ALDOT.

2.7 White goods: The Contractor should expect to encounter white goods requiring 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.

2.8 Hazardous Trees: The Contractor shall remove all hazardous trees on state maintained roads that are determined to be hazardous to public access and as directed by ALDOT. Documentation and eligibility criteria for the removal must be in accordance with FEMA 325 Debris Management Guide.

2.9 Hazardous Limbs: The Contractor shall remove all hazardous limbs (hangers) from state maintained roads that are determined to be hazardous to public access and as directed by ALDOT. Documentation and eligibility criteria for the removal must be in accordance with FEMA 325 Debris Management Guide.

2.10 Hazardous Stumps: The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the ALDOT. Stumps will be approved for removal by FEMA under FEMA guidelines. Documentation before, during and after stump removal must be according to FEMA 325 Guidelines, Hazardous Stump Policy.

2.11 Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:

- Maintain documentation of removal/reduction process
- Provide written and oral status as requested by the ALDOT
- Review documentation for accuracy and quantity
- Assist in preparation of claim documentation for FEMA reimbursement

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

2.12 Subcontractors: The Contractor will be responsible for contacting Alabama based subcontractors first during a disaster event. Subcontractors are limited to one tier. Subcontractors should be selected from the AL prequalified contractors list.

2.13 Invoicing for Work: The Contractor must submit final invoicing for all work completed and validated by ALDOT or ALDOT’s agent within 90 calendar days from the work completion date.
2.14 The amount and type of debris to be removed under this Contract is unknown. The unit price on the individual Bid Form will be used for payment.

2.15 The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. An ALDOT Representative shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the ALDOT prior to beginning the work.

2.16 The Hauling and Disposal of Debris shall consist of clearing, separating, and removing any and all eligible debris (see definitions of eligible debris in paragraph 4.1) from state maintained infrastructure/ROW and that which is considered essential to ensure public health and safety. Work shall include: 1) examining and sorting debris and to determine whether eligible debris is burnable or non-burnable; 2) loading and sorting the debris; 3) hauling the eligible debris to the appropriate dumpsite. Ineligible debris shall not be loaded, hauled, or dumped under this Contract. The Contractor is liable for all ineligible debris handled during the life of this Contract. The ALDOT Representative shall be immediately notified of any ineligible debris placed at the rights-of-way for collection.

2.17 Sand removal, hauling, and disposal shall consist of clearing sand from public rights-of-way (ROW) and hauling it to access points designated by the representative municipality where it will be deposited for that municipality to handle. No reclaimed sand shall be removed from private property without written consent from FEMA. The municipality will obtain the Right of Entry permits for the access points and provide them to the Contractor. Additionally, the Contractor must have City Development permits issued by the U.S. Fish and Wildlife Service or the City, to enter property which has been designated as Alabama Beach Mouse Habitat. The Contractor shall request any Right of Entry or Development Permit at least five working days in advance of the need for such permits. The disposal cost of debris separated from reclaimed sand shall paid using the unit prices per cubic yard for Load, Haul, and Debris Disposal.

2.18 Remove mixed debris and construction and demolition (C&D) debris from state maintained infrastructure/ROW to a temporary debris staging site or to the designated landfills as determined by the ALDOT Representative.

2.19 Vegetative debris reduction may be accomplished by open burning, burning with an air curtain incinerator or by chipping/grinding. Preparation and operation of the site for burning should 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 any appropriate regulatory agency. If tests results allow, ash shall be land applied to the site and incorporated into the soil by tilling. If test results require so, ash shall be loaded and transported to an approved landfill for disposal. Should regulatory restrictions or other circumstances preclude open burning as the method of vegetative debris reduction, the Contractor will provide debris reduction by chipping/grinding.

2.20 The Contractor shall be responsible for managing the debris reduction site. Responsibilities include but are not limited to: providing all weather road access for debris trucks, providing dust control, providing fire prevention treatments to the site,
providing site security, managing the volume of debris in an orderly and safe manner, and stockpiling of material. The Contractor shall provide inspection towers as specified in paragraph 6.6. The Contractor shall provide a Household Hazardous Waste Containment Area as specified in paragraph 4.6. The Contractor is responsible for returning the debris reduction site to pre-disaster conditions. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by the ALDOT Representative or otherwise required by law or regulation.

2.21 The Contractor shall not move from one designated work area to another designated work area without prior approval from the ALDOT. Scheduling of passes will be coordinated and approved by the ALDOT Representative.

2.22 The Contractor shall remove eligible hanging limbs, leaning trees, and stumps. All work performed will be in compliance with FEMA eligibility requirements. Any eligible debris, such as fallen trees which extend onto the public rights-of-way from private property, shall be cut at the point where it enters the rights-of-way. Only that part of the debris that lies within the rights-of-way shall be removed. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Partially uprooted stumps in the rights-of-way may be eligible for removal. Holes present as a result of uprooted trees in the public rights-of-way shall be back filled to ground level with approved soil. Hazardous limbs, leaning trees in the rights-of-way and hazardous stumps partially uprooted in the rights-of-way will be handled on a case by case basis using change orders or task orders to this Contract after FEMA eligibility approval. The Contractor shall not enter onto private property during the performance of this Contract unless authorized in writing by FEMA.

2.23 The Contractor shall collect and dispose of eligible white goods at an approved Landfill in a manner complying with all applicable federal, state and local laws and regulations. White goods include appliances such as refrigerators, freezers, stoves, washers, dryers, hot water heaters, and dishwashers. Removal and recycling of Freon from appliances and disposal of white goods shall be paid by the unit consistent with the Bid Form in compliance with all applicable federal, state and local laws and regulations.

2.24 The Contractor shall use equipment and perform work in a manner to prevent damages to the ALDOT's infrastructure facilities and adjacent rights-of-way, including all landscaped areas. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the ALDOT. All equipment shall be approved by the ALDOT prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the Contractor. Contractor shall notify the ALDOT of damages immediately.

2.25 The Contractor shall have a competent superintendent or project manager assigned to the ALDOT Contract work. This individual shall be available in person to the ALDOT Representative anytime work under this Contract is ongoing. This individual shall be the
Contractor’s principal point of contact for operational issues, shall attend all operational meetings and shall be prepared to brief operational status at meetings and in public forums.

2.26 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

2.27 The state government reserves the right to inspect the site, verify quantities and review operations at any time.

2.28 All work shall be accomplished in a safe manner in accordance with ALDOT and OSHA standards. The contractor shall submit a safety plan for review.

3.0 LOAD TICKETS

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

3.2 Each Ticket shall contain the following information:

- Ticket Number
- Contract Number
- Contractor Name
- Date
- Truck or Roll-off Number
- Truck Capacity
- Point of Debris Collection
- Loading Departure Time
- Dump Arrival Time
- Percent of Load
- Actual Debris Volume
- Debris Eligibility (Y/N)

3.3 A minimum four-part Load Ticket will be issued by an ALDOT Monitor prior to transport of the debris from the loading site. The entire four-part Load Ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part Load Ticket to the ALDOT Monitor. The ALDOT Monitor will verify the hauler and equipment and establish a percentage of truck capacity, or actual cubic yards, of the eligible cubic yardage of debris load. If documenting percentage, the ALDOT Monitor must calculate the actual cubic yardage of the load. The actual cubic yards will be recorded on the Load Ticket by the ALDOT Monitor to the nearest cubic yard and document the data on the Load Ticket. The original is kept by the ALDOT and is used
as the basis for payment. The Load Tickets shall be submitted with the Daily Haul Record.

4.0 DEBRIS CLASSIFICATION

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

- The debris must present an IMMEDIATE HEALTH and SAFETY threat to the general public or to the users of an eligible facility.
- The debris must be the legal responsibility of the eligible applicant.
- The Contractor will be responsible for complying with all FEMA debris eligibility policy and guidance, to include current FEMA policy and guidance, future FEMA policy and guidance (including any modification or clarifications to existing policy or guidance), and any disaster specific policy and/or guidance issued by FEMA.

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

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

4.3 All dumping fees at authorized landfills will be invoiced directly to the Contractor by the landfill owner/operator and reimbursed directly by the ALDOT; no unit price shall include tipping fees. Construction and household debris should not be mixed with vegetative debris or appliances. Hazardous and toxic waste shall not be mixed with construction and household debris, woody debris or appliances. Household garbage shall not be collected. The Contractor shall provide an inspection tower as specified in paragraph 6.6
4.4 The Contractor will be responsible for conducting all stump removal operations in accordance with FEMA policy to include any modifications to policy in the future or disaster specific guidance.

4.5 The ALDOT will make all eligibility determinations concerning stump removal. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way or maintained, in-use improved public property and the exposed root ball poses an immediate threat to life, public health and safety, and approved by the ALDOT for removal, the Contractor will remove and dispose of the debris and backfill the hole created. This applies only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground) and is approved in advance by the ALDOT, using the attached Hazardous Stump Worksheet.

- The Contractor will be responsible for providing documentation to the ALDOT including photographs that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.
- The Contractor will be paid for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table; as such stumps do not require special equipment.
- The Contractor will be paid at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., Contractor did not extract them from public property). In such instances, the ALDOT shall not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.
- If the Contractor will incur additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to the ALDOT in advance for consideration.
- Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.
- Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Contractor must provide a cost analysis showing cost effectiveness.

4.6 Household Hazardous Waste

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

5.0 PERFORMANCE SCHEDULE

5.1 Debris removal and disposal shall begin within twenty-four (24) hours of receipt of Notice to Proceed, unless otherwise authorized by the ALDOT.

5.2 Prior to commencing debris removal and disposal operations, the Contractor shall, with the ALDOT’s direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every week throughout the operation period.

5.3 All activity associated with debris removal operations shall be performed during daylight hours. The Contractor may work seven days per week, including holidays.

5.4 The ALDOT may initiate additions or deletions to the Contract by written change orders. Both parties pursuant to applicable city, county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

5.5 The ALDOT expects a reasonable daily production rate. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the ALDOT’s Representative that the last load of debris has been delivered, unless the ALDOT’s Representative initiates additions or deletions to the Contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at $500.00 per calendar day for any time over the maximum allowable time established.

6.0 EQUIPMENT

6.1 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and trailers must have a current DOT Annual Vehicle Inspection Report and be equipped with a retractable tarp. All trucks and other equipment shall be equipped with backup alarms. Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment. “Hand loading” of trucks and trailers is prohibited in work under this Contract. Sideboards or other extensions are prohibited. All trailers shall have a metal-framed exterior and a minimum of 5/8” plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The
Contractor shall inspect all equipment prior to use. The Contractor may be asked to provide DOT Annual Vehicle Inspection Report if requested by the ALDOT.

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

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

An Example Truck Placard is included as an attachment.

6.3 Prior to commencing debris removal operations, the Contractor shall present to the ALDOT all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Measurements will be made jointly by the Contractor and an ALDOT Representative. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The ALDOT may, at any time, request that the trucks be re-measured. Maximum volumes may be rounded to the nearest cubic yard (<18.5 CY = 18 CY - >18.5 CY = 19 CY). The Contractor shall notify the ALDOT each time a new truck, trailer or container is to be used under this Contract. No capacity can exceed 100% of the measured volume.

6.4 Trucks or equipment designated for use under this Contract, shall not be used for any other work during the working hours of this Contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this Contract.

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

6.6 The Contractor shall provide an inspection tower at the Debris Reduction Site(s) and at the designated landfills. This tower shall be constructed such that the ALDOT’s Monitor can see the bed when empty and to fully view the debris load (at least 10 feet above the existing ground surface), for the purpose of establishing the loaded volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be 8’ by 8’, constructed of 2” x 8” joists, 16” O.C. with ¾” plywood supported by four 6” x 6” posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2” x 4” studs and ½” plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6’-6” of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The towers shall include a writing surface area. The Contractor may provide a mechanical lift or scaffolding to be used in place of the constructed tower, but only if approved in advance by the ALDOT. The Contractor shall remove and dispose of the inspection towers.
following completion of the debris removal. The Contractor shall provide portable restroom facilities at all dumpsites. Payment for the portable restroom facilities shall be included in the line item for DMS Site Management. Payment for the tower(s) shall be included in the line item for DMS Site Management. No separate pay line item will be made for tower(s) or portable restroom facilities.

7.0 REPORTING

7.1 The Contractor shall submit a report to the ALDOT each day for the term of the Contract. A sample Daily Haul Record is attached. Each report shall contain, at a minimum, the following information:

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

7.2 Discrepancies between the Daily Haul Record and the corresponding Load Tickets shall be reconciled no later than the following day.

8.0 OTHER CONSIDERATIONS

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

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

8.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor’s or any subcontractors’ actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the ALDOT.

8.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Contract. At a minimum, one flag person should be posted at each approach to the work area. Closure or blocking of state-maintained routes and other rights-of-way shall not be permitted unless prior arrangements have been made with the ALDOT Representative and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor(s) and shall be accomplished in conformance with the latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). Work shall be accomplished in a safe manner in accordance with ALDOT and OSHA standards.
8.5 The Contractor shall be responsible for contacting Alabama Line Locate, City and any other utility company for the purpose of identifying utility lines and components in advance of work. Repair of damages to utility lines and components is the responsibility of the Contractor.

8.6 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations. Copies of all documentation granting approval shall be provided to the ALDOT.

8.7 The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.

8.8 The ALDOT may suspend Contractor operations due to inclement weather. The performance period may be extended for weather delays.

8.9 The Contractor shall employ as many local residents and subcontractors as possible as part of this Contract. Preference, to the extent feasible and practicable, shall be given to those organizations, firms, or individuals residing or doing business primarily in the Southwest Region area.

9.0 FINAL DISPOSITION
Landfill disposal fees for construction and demolition debris (C&D) and ash from burning operations will be invoiced directly to the Contractor by the landfill owner/operator and paid directly by the ALDOT upon receipt of the Contractor’s invoice; no unit price shall include tipping fees. The method of final disposition will be determined by the ALDOT.

10.0 MEASUREMENT
Measurement for all eligible debris removed shall be by the cubic yard as determined by the eligible debris delivered to dumpsite, as supported by the Load Ticket. Load Tickets shall document measurement. Compensation will be based on completed Load Tickets administered and validated by the ALDOT’s Monitors based on the Contractor’s unit price per cubic yard hauled from the rights-of-way and/or maintained, in-use public property.

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

12.1 Payment for work completed may be invoiced on a monthly basis. Invoices shall be based on reconciled Load Tickets from the Daily Haul Records. Payment will be based on the unit pricing submitted by the Contractor in the attached Bid Form. Work included in these specifications and not identified in the Bid Form will be priced by change order or supplemental agreement to this Contract.

12.2 Time is of the essence to the performance hereunder and the ALDOT shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed.

12.3 For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which a payment is to be made, the ALDOT Representative may retain a percentage of said payment, not to exceed 10% of the Contract value to insure performance of the Contract. Said cause and progress shall be determined by the ALDOT's Representative, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all Contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

12.4 The ALDOT may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause. Any liquidated damages shall be assessed at $500 per calendar day for any time over the maximum allowable time established.

13.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

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

14.0 TERMINATION OF CONTRACT

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

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

15.0 WARRANTIES AND REPRESENTATIONS

15.1 This Contract is binding upon and insures to the benefit of the ALDOT, or assigns, and is the whole agreement of the parties and governed by the laws of the State of Alabama. The appropriate venue for any litigation resulting hereunder is the ALDOT Legal Bureau.

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

16.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

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

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

- Stop Unsafe Work. The ALDOT Authorized Agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
- Issue a Stop Work Order. If the ALDOT Authorized Agent determines the deficiency is serious, the ALDOT can issue a stop work order.
- Reduced Value Deduction. The ALDOT may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the ALDOT, or another Contractor, rather than the Contractor under this Contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods allowed by the Contract clause entitled "Inspection of Services".
- The ALDOT Authorized Agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, the Contractor shall immediately inform the ALDOT Authorized Agent of proposed
corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the ALDOT Authorized Agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

16.3 The ALDOT may discuss corrective actions with the Contractor to prevent future occurrences.

16.4 The Contract may be terminated.

17.0 NOTICES

17.1 At the time of award, the Contractor shall designate, in writing, a Contractor Representative to receive any Notice required hereunder and who shall be available at the local work site during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the ALDOT Representative at the time of award.

17.2 The only ALDOT personnel authorized to receive any Notice required hereunder is the ALDOT Representative. Said Notice must be hand delivered during normal business hours to the location designated by the ALDOT.

18.0 OTHER CONTRACTS

18.1 The ALDOT reserves the right to issue other contracts or direct other contractors to work within the area included in this Contract.

19.0 ATTACHMENTS

- Sample Daily Haul Record
- Sample Load Ticket
- Sample Truck Placard
- Annual Vehicle Inspection Report
- DMS and Landfill Locations Map
- SW Region Area Map
- Evacuation Zone Map
# SAMPLE DAILY HAUL RECORD

**DAILY REPORT**

<table>
<thead>
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<th>Truck No.</th>
<th>Location of Work</th>
<th>Local Collection Site Trips</th>
<th>Landfill Trips</th>
<th>Cubic Yard Totals</th>
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**DAILY TOTALS**
## SAMPLE LOAD TICKET

<table>
<thead>
<tr>
<th>LOAD TICKET</th>
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<tbody>
<tr>
<td>TICKET NUMBER:</td>
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<tr>
<td>CONTRACT NUMBER</td>
</tr>
<tr>
<td>CONTRACTOR</td>
</tr>
<tr>
<td>DATE:</td>
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</tbody>
</table>

### DEBRIS QUANTITY

<table>
<thead>
<tr>
<th>Truck No:</th>
<th>Capacity (CY):</th>
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</table>

<table>
<thead>
<tr>
<th>Load Size (CY):</th>
<th>Tons:</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Truck Driver:</th>
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</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Origin of Load:</th>
</tr>
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<tbody>
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</table>

### DEBRIS CLASSIFICATION

- Burnable
- Non-Burnable
- Mixed
- Other

### LOCATION

<table>
<thead>
<tr>
<th>Section/Area:</th>
<th>Dumpsite</th>
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<th>Inspector</th>
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<table>
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<th>Eligibility (Y/N):</th>
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<tbody>
<tr>
<td>Original: ALDOT</td>
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<tr>
<td>Yellow: Contractor</td>
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<tr>
<td>Pink: Driver</td>
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<tr>
<td>Gold: FEMA</td>
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Hazardous Stump Worksheet

<table>
<thead>
<tr>
<th>Physical Location (i.e., Street address, road cross streets, etc.)</th>
<th>Describe Facility (ROW, Park, City Hall, etc.)</th>
<th>Hazard</th>
<th>GPS (Decimal Degrees)</th>
<th>Tree Size (Dia.)</th>
<th>Eligible</th>
<th>Fill</th>
<th>Comments</th>
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</table>
## Stump Conversion Table

### Diameter to Volume Capacity

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

\[
\frac{((\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}) - ((\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height})}{4656}
\]

0.7854 is one-fourth Pi and is a constant.
4656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:
- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

<table>
<thead>
<tr>
<th>Stump Diameter (Inches)</th>
<th>Debris Volume (Cubic Yards)</th>
<th>Stump Diameter (Inches)</th>
<th>Debris Volume (Cubic Yards)</th>
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### ANNUAL VEHICLE INSPECTION REPORT

#### VEHICLE COMPONENTS INSPECTED

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1. **BRAKE SYSTEM**
   a. Service Brakes
   b. Parking Brake System
   c. Brake Drums or Rotors
   d. Brake Hose
   e. Brake Tubing
   f. Low Pressure Warning Device
   g. Tractor Protection Valve
   h. Air Compressor
   i. Electric Brakes
   j. Hydraulic Brakes
   k. Vacuum Systems

2. **COUPLING DEVICES**
   a. Fifth Wheels
   b. Pintle Hooks
   c. Drawbar/Towbar Eye
   d. Drawbar/Towbar Tongue
   e. Safety Devices
   f. Saddle-Mounts

3. **EXHAUST SYSTEM**
   a. Any exhaust system determined to be leaking at a point forward of or directly below the driver/sleeper compartment.
   b. A bus exhaust system leaking or discharging to the atmosphere in violation of standards (1), (2), or (3).
   c. No part of the exhaust system of any motor vehicle shall be so located as would be likely to result in burning, charring, or damaging the electrical wiring, the fuel supply, or any combustible part of the motor vehicle.

4. **FUEL SYSTEM**
   a. Visible leak
   b. Fuel tank filler cap missing
   c. Fuel tank securely attached

5. **LIGHTING DEVICES**
   All lighting devices and reflectors required by Section 393 shall be operable.

6. **SAFE LOADING**
   a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or damage can fall onto the roadway.
   b. Protection against shifting cargo

7. **STEERING MECHANISM**
   a. Steering Wheel Free Play
   b. Steering Column
   c. Front Axle Beam and All Steering Components Other Than Steering Column
   d. Steering Gear Box
   e. Pitman Arm
   f. Power Steering
   g. Ball and Socket Joints
   h. Tie Rods and Drag Links
   i. Nuts
   j. Steering System

8. **SUSPENSION**
   a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of the axle in its normal position.
   b. Spring Assembly
   c. Torque, Radius or Tracking Components

9. **FRAME**
   a. Frame Members
   b. Tire and Wheel Clearance
   c. Adjustable Axle Assemblies (Sliding Subframes)

10. **TIRES**
    a. Tires on any steering axle of a power unit.
    b. All other tires.

11. **WHEELS AND RIMS**
    a. Lock or Side Ring
    b. Wheels and Rims
    c. Fasteners
    d. Welds

12. **WINDSHIELD GLAZING**
    Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions)

13. **WINDSHIELD WIPERS**
    Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.

**INSTRUCTIONS:** MARK COLUMN ENTRIES TO VERIFY INSPECTION: X OK X NEEDS REPAIR NA IF ITEMS DO NOT APPLY.

**CERTIFICATION:** THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION REPORT IN ACCORDANCE WITH 49 CFR 396.

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- 50 -
DMS and Landfill Locations Map (See Southwest Region Disaster Debris Management Plan)
SW Region Area Map
The following are evacuation routes traveling northward from the Coast.

**FROM MOBILE COUNTY**

CR-59 to US-90 to I-10 to I-65 NORTH  
SR-188 to I-10 to I-65 NORTH  
I-10 to I-65 NORTH  
US-98 to Miss Line  
US-45 to Washington CO to Miss Line  
US-43 to Washington CO Line

**FROM BALDWIN COUNTY**

SR-59 to SR-287 to I-65 NORTH  
US 98 to I-10 to EXIT 44 to SR-59 to SR-287 to I-65 NORTH  
CR-20 to CR-83 to CR-87 to CR-112 to US-31 to CR 47 EXIT 47 to I-65 NORTH

**FROM ESCAMBIA COUNTY AND ESCAMBIA/SANTA ROSA COUNTY FLORIDA**

Fla SR-97 to AL SR-21 to I-65 NORTH  
US-29 to SR 113 to I-65 NORTH EXIT 69

**FROM COVINGTON AND OKALOOSA COUNTY FLORIDA**

Fla SR-87 to AL SR-41 to EXIT 77 to I-65 NORTH

**FROM GENEVA AND WALTON/HOLMES/BAY COUNTY FLORIDA**

Fla 189 to AL SR-137 to US-29 to US 331 to I-65 NORTH  
Fla SR-85 to AL US-331 to US-80 to I-65 NORTH

**FROM HOUSTON COUNTY**

US-231 to Montgomery  
US-431 to Auburn/Opelika

**FROM MISSISSIPPI LINE TO ALABAMA**

I-20/59 to Tuscaloosa