

**CONTRACT FOR CONSTRUCTION**  
**DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES**

THIS CONTRACT, entered into this 26 day of August, 2021, by the Foley City Council, on behalf of City of Foley, Alabama, hereinafter called the Owner, Party of the First Party, and D&J Enterprises, Inc, organized and existing under the laws of the State of Alabama, hereinafter called the Contractor, Party of the Second Part.

Contract shall be for the period of **one year from date specified in executed contract** and continuation of contract can only be extended upon request by the City of Foley (for a timeframe as specified in the bid specification requirements) and mutual agreement of both parties.

WITNESSETH: That the parties hereto do mutually agree as follows:

The Contractor shall furnish the materials and perform the work for the

**DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

and other work, complete in place with all appurtenances, for the consideration of the unit prices set forth in the Contractor's Proposal for the various items of work and in strict and entire conformity with the provisions of the Contract, and the advertisement, proposal, addenda, and the plans and specifications (including special provisions, if any) prepared (or approved) and submitted by the Owner (such as changes to meet FEMA Eligibility requirements), copies of which are made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the above project. Contractor shall comply with the Davis Bacon Act-Wage Determination laws.

The work shall be commenced upon receiving a notice to proceed to be issued to the Contractor by the Owner, or its authorized representative, and shall be completed within timeframe specified by City (working days) from and after the commencement date stipulated in said notice to proceed. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Owner, as liquidated damages, the amount specified in Section 108 of the State of Alabama Standard Specifications for Highway construction, for each working day beyond the required date of completion.

FEDERAL PROCUREMENT STANDARDS: Contractors are required to comply with all Federal procurement standards as applicable to Monitoring Services for Disaster Debris Removal performed for the City of Foley and any other terms applicable in the bid contract. Any changes or updates in these standards will be applicable to these services and contract. Should the relevant Federal Agencies require changes remedies, changed conditions, access or records retention, or suspension of work then said conditions will be immediately incorporated into this contract.

INDEMNITY PROVISIONS: The Contractor shall indemnify and hold harmless the Owner, State of Alabama, Federal Government, including FEMA, and its employees from and against any and all losses, liabilities, expenses, payments, recoveries and judgments, expenses including attorneys' fees, and all claims for damage relating to or arising out of any negligent action or failure to act by Contractor, its subcontractors, officers, agents, and employees of any of the obligations under this Agreement.

DAVIS-BACON ACT: The City of Foley acknowledges the Davis-Bacon Act (relating to prevailing wage rates) does not apply to this contract as referenced in the FEMA guidance PROCUREMENT GUIDANCE FOR RECIPIENTS AND SUBRECIPIENTS, dated June 21, 2016, UNDER 2 C.F.R PART 200 (UNIFORM RULES) SUPPLEMENT TO THE PUBLIC ASSISTANCE PROCUREMENT DISASTER ASSISTANCE TEAM (PDAT) FIELD MANUAL which states that Davis-Bacon is not applicable when work is performed under FEMA's Public Assistance Grant Program.

OPEN TRADE: Section 41-16-5, Code of Alabama (1975): By signing this submittal/contract, the awarded bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE CITY OF FOLEY:

[Signature]  
Ralph Hellmich, Mayor

ATTEST:

[Signature]  
Kathryn Taylor, City Clerk

CONTRACTOR:

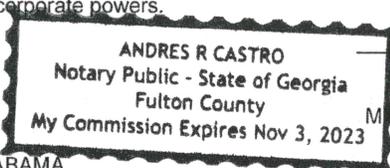
D&J Enterprises, Inc  
Company Name

BY: [Signature]  
Printed Name: Jason Sanders  
Title: Vice President of Operations

Address: 3495 Lee Rd. 10  
Auburn, AL 36832



I, Andres Castro certify that I am a Notary Public for the corporation named as Contractor herein: that Jason Sanders, who signed this Contract on behalf of the Contractor, was then VP of Operations of said corporation: that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.



[Signature]  
NOTARY PUBLIC, -ALABAMA- GEORGIA  
COMMISSION EXPIRES: 11/03/2023

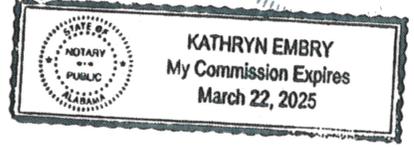
STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for the City of Foley, Alabama, hereby certify that **RALPH HELLMICH** whose name as **MAYOR of THE CITY OF FOLEY**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said entity.

Given under my hand and Official Seal, this the 26<sup>th</sup> day of August, 2021.

[Signature]  
NOTARY PUBLIC, ALABAMA

MY COMMISSION EXPIRES: \_\_\_\_\_



**ATTACHMENT I**

**DEBRIS REMOVAL, PROCESSING AND DISPOSAL**

<b>ITEM</b>	<b>DESCRIPTION OF SERVICE</b>	<b>COST</b>	<b>UNIT</b>
1	Mobilization and Demobilization – include in CY Rate and shall not be a separate line item	XXXX	XXXXXX
2	Cost of TDSRS tower(s) must be absorbed in the overall unit cost – DO NOT list this cost separately.	XXXX	XXXXXX
3	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)	7.85	CY
4	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)	7.85	CY
5	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	8.85	CY
6	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	5.65	CY
7	Management of TDSRS (NOTE 4)	1.00	CY
8	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	2.45	CY
9	Grinding or consolidation of C&D debris at TSDSRS	2.45	CY
10	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal	2.45	CY
11	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal	2.45	CY
12	Pick Up and Haul of White Goods to Site within County	45.00	UNIT
13	Pick Up and Disposal of Electronic Waste	8.00	CY
14	Pick Up and Disposal of Hazardous Material	8.00	LB
15	Freon Management and Recycling	35.00	UNIT
16	Dead Animal Collection, Transportation and Disposal	8.00	LB
<b>Extraction of hazardous stumps (50% of root ball exposed) resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)</b>			
15	6 inch diameter up to 12 inch diameter (based on stump conversion table)	9.55	CY
16	12 inch diameter up to 25 inch diameter (based on stump conversion table)	9.55	CY
17	25 inch diameter up to 48 inch diameter	325.00	STUMP
18	48 inch diameter and greater	425.00	STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9</b>			
19	Removal of hazardous hanging limbs greater than 2 inches	95.00	PER TREE
20	Removal of hazardous standing trees 6.0" – up to 13" in diameter	125.00	EACH
21	Removal of hazardous standing trees 13" – up to 25" in diameter	165.00	EACH

22	Removal of hazardous standing trees 25" – up to 37" in diameter	225.00	EACH
23	Removal of hazardous standing trees 37" – 48" in diameter	325.00	EACH
24	Removal of hazardous standing trees greater than 48" in diameter	425.00	EACH

Marine Debris Removal			
25	Canals, bayous and ditches	32.00	PER LF
26	Bays and other open waters	10,000.00	PER ACRE
27	Boat removal	19.00	PER LF

**The following items shall be billed on a time and material basis according to the attached schedules:**

28	Emergency Road Clearance	See Equipment & Labor Rates	
29	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	5.00	SQ/FT
30	Disaster event Generated Hazardous Wastes Abatement; Biohazards & Waste Abatement	30%	COST PLUS
31	Generators, light plants, water pumps, portable toilets and other required equipment or materials	30%	COST PLUS

NOTES:

1. This price assumes that TDSRS's, final disposal site or other approved disposal sites are within 30 miles. For all distances over 30 miles add 1.00 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add 1.00 per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens over 24" will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.

Company Name: D&J Enterprises, Inc.

Printed Name of Representative Submitting Bid: Jason Sanders

Signature of Representative Submitting Bid: *Jason Sanders*

Title: VP of Operations

**ATTACHMENT II**

**EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	125.00
JD 644 Wheel Loader with debris grapple	Hour	125.00
Extendaboom Forklift with debris grapple	Hour	125.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	125.00
753 Bobcat Skid Steer Loader with bucket	Hour	125.00
753 Bobcat Skid Steer Loader with street Sweeper	Hour	125.00
30-50 HP Farm Tractor with box blade or rake	Hour	125.00
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	125.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	125.00
JD 648E Log Skidder or equivalent	Hour	165.00
CAT D4 Dozer	Hour	125.00
CAT D6 Dozer	Hour	125.00
CAT D8 Dozer	Hour	165.00
CAT 125 – 140 HP Motor Grader	Hour	165.00
JD 690 Trackhoe with debris grapple	Hour	125.00
JD 690 Trackhoe with bucket & thumb	Hour	125.00
Rubber Tired Trackhoe with debris grapple	Hour	125.00
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	125.00
Rubber Tired Excavator with debris grapple	Hour	125.00
210 Prentiss Knuckleboom with debris grapple	Hour	165.00
Self-Loader Scraper Cat 623 or equivalent	Hour	165.00
Hand Fed Debris Chipper	Hour	325.00
300 – 400 Tub Grinder	Hour	550.00
800 – 1,000 HP Diamond Z Tub Grinder	Hour	550.00
30 Ton Crane	Hour	125.00
50 Tone Crane	Hour	155.00
100 Ton Crane (8 hour minimum)	Hour	225.00
40-60' Bucket Truck	Hour	125.00
Service Truck	Hour	125.00
Water Truck	Hour	65.00
Portable Light Plant	Hour	65.00
Equipment Transports	Hour	125.00
Pickup Truck, Unmanned	Hour	35.00
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	165.00
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	125.00
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	125.00
Triple Axel Dump Truck, 20 – 23 Cu. Yd.	Hour	125.00
Trailer Dump, 24 – 40 Cu.Yd.	Hour	125.00
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	125.00
Power Screen	Hour	125.00
Stacking Conveyor	Hour	95.00'
Off Road Trucks	Hour	165.00
Stump Grinder	Hour	165.00
Stump Grinder – Tracked	Hour	165.00
Scissor Lift	Hour	65.00

## LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	65.00
Superintendent with truck, phone & radio	Hour	65.00
Foreman with truck, phone & radio	Hour	65.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	65.00
Inspector with vehicle, phone & radio	Hour	65.00
Climber with gear	Hour	65.00
Saw Hand with chainsaw	Hour	55.00
Laborers & Flagmen	Hour	55.00
Public Assistance Manager	Hour	65.00
Documentation Clerk	Hour	55.00
Timekeeper	Hour	45.00
HazMat Professional	Hour	65.00
Household HazMat Inspection & Removal Crew	Hour	225.00
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes – Purchased, Placed, and Shaped	CY	30.00

**Notes:**

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with City if need arises for equipment not on list.

Company Name: D&J Enterprises. Inc.

Signature of company representative submitting bid: *Jason Sanders*

Title: Vice President of Operations