

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON JANUARY 30, 2017 AT 5:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
ATTORNEY	TOM TYNER
ALDERMEN	CRAIG BULLOCK TONY DUCKER WILLIAM KING CLINT MOORE STEVE STRINGER VIA PHONE

MAYOR MARX DECLARED A QUORUM PRESENT AND DECLARED THE CITY COUNCIL IN SESSION.
NOTICE OF THE SPECIAL MEETING WAS PRESENTED FOR FILING. THE NOTICE READ AS FOLLOWS:

EXHIBIT "A"

NOTICE OF SPECIAL MEETING

WHEREAS, MAYOR MARX PRESENTED TO THE BOARD OF ALDERMEN THE PROPOSALS RECEIVED PURSUANT TO THE CITY'S "REQUEST FOR PROPOSALS" FROM THE FOLLOWING CONTRACTORS

- CROWDER GULF
- DAYON TREE SERVICE, INC
- D & J ENTERPRISES, INC
- DRC EMERGENCY SERVICES, LLC
- FAIRLEY CONSTRUCTION
- GRAHAM COUNTY LAND COMPANY
- HOLLIDAY CONSTRUCTION, LLC
- LOOKS GREAT SERVICES, INC.
- PRECISION CONSTRUCTION
- TFR ENTERPRISES, INC
- SANTEE MODULAR HOMES, INC.
- CERES ENVIRONMENTAL SERVICES, INC.

WHEREAS, MAYOR MARX REPORTED TO THE BOARD OF ALDERMEN THE FINDINGS OF THE SCORING COMMITTEE WHICH HAS DETERMINED AND RECOMMENDED THE PROPOSAL SUBMITTED BY D & J ENTERPRISES, INC IS THE LOWEST AND BEST.

EXHIBIT "B"

REQUEST FOR PROPOSALS
SCORE SHEETS

THEREUPON, THE BOARD OF ALDERMEN HAVING REVIEWED AND DETERMINED THAT NO BID BOND WAS PROVIDED BY D & J ENTERPRISES, INC AND HAVING REVIEWED THE "REQUEST FOR PROPOSALS" AND APPLICABLE FEDERAL REGULATIONS DO HEREBY FIND AND ADJUDICATE THAT THE BID BOND MAY BE WAIVED AS TO THE PROPOSAL OF D & J ENTERPRISES, INC.

IT IS FURTHER FOUND, ORDERED AND ADJUDICATED BY THE BOARD OF ALDERMEN THAT AT THE TIME OF EXECUTION OF THE CONTRACT BETWEEN THE CITY OF PETAL AND D & J ENTERPRISES, INC THAT THE REQUIREMENT FOR PAYMENT BONDS AND PERFORMANCE BONDS BE STRICTLY ADHERED TO PURSUANT TO THE "REQUEST FOR PROPOSALS" AND APPLICABLE LAW.

IT IS FOUND, ORDERED AND ADJUDICATED THAT THE PROPOSAL SUBMITTED BY D & J ENTERPRISES, INC QUALIFIES PURSUANT TO THE "REQUEST FOR PROPOSALS" AND IT IS DETERMINED THAT SAID PROPOSAL ADEQUATELY MEETS REQUIREMENTS OF STATE AND FEDERAL LAW.
THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT AND APPROVE THE ABOVE AND FOREGOING FINDINGS OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN KING MADE A MOTION TO ADJOURN THE SPECIAL MEETING. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THERE BEING NO FURTHER BUSINESS, THE SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON JANUARY 30, 2017.



MAYOR HAL MARX



MELISSA MARTIN, CITY CLERK

Hal Marx
Mayor

Melissa Martin
City Clerk

Thomas W. Tyner
City Attorney



Aldermen
533 Brad Amacker
Craig Bullock
David Clayton
Tony Ducker
William King
Clint Moore
Steve Stringer

January 30, 2017

There will be a special meeting of the Mayor and Board of Aldermen today at 5 p.m. in the board room of City Hall. The purpose of the meeting is as follows:

1. To award contract for Debris Hauling.
2. To discuss recovery efforts from the recent tornado.

A handwritten signature in black ink, appearing to read "Hal Marx", is written over a horizontal line.

Mayor Hal Marx

www.cityofpetal.com

P.O. Box 564 • Petal, MS 39465 • Ph: (601) 545.1776 • Fx: (601) 545.6685

EXHIBIT "B"

REQUEST FOR PROPOSALS

PROPOSALS will be received by CITY OF PETAL, MISSISSIPPI, herein called the "OWNER", at City Clerk's Office at Petal City Hall until 2:00 p.m. on Monday January 30, 2017, and then at said office publicly opened and read aloud.

Specifications and Proposal Forms may be obtained from Shows, Dearman, & Waits, Inc., Consulting Engineers, 301 Second Avenue, Hattiesburg, Mississippi, 39401 or via email at john@sd-w.com

Each PROPOSAL must be submitted in sealed envelope, addressed to City of Petal. Each sealed envelope containing a PROPOSAL must be plainly marked on the outside as PROPOSAL for 2017 TORNADO DEBRIS REMOVAL and the envelope should bear on the outside the PROPOSER'S name, address, and license number if applicable.

All PROPOSALS must be made on the attached form. All blank spaces for prices must be filled in, in ink or typewritten, and the PROPOSAL form must be completed and executed when submitted. Only one copy of the PROPOSAL form is required.

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for the opening of PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No CONTRACTOR may withdraw a PROPOSAL within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR.

CONTRACTORS must satisfy themselves of the accuracy of the estimated quantities in the PROPOSAL by examination of the sites. After PROPOSALS have been submitted, the CONTRACTOR shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to CONTRACTORS prior to submission of a PROPOSAL, all information which is pertinent to, and delineates and describes, the scope of the project.

Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within three (3) calendar days from the date of the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement and Bonds, the OWNER may consider the BIDDER in default.

The OWNER may make such investigations as deemed necessary to determine the ability of the CONTRACTOR to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such CONTRACTOR fails to satisfy the OWNER that such CONTRACTOR is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified PROPOSAL will not be accepted.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout. This shall include 44 CFR Part 13.36 (f)(2) as it relates to termination for cause and for convenience by the OWNER, including the manner by which it will be effected and the basis for settlement. The contract will also be governed by 44 CFR Part 13.36(h) as it relates to minimum bonding requirements.

Execution of the contract by the OWNER and CONTRACTOR shall NOT be contingent upon OWNER'S eligibility of reimbursement from FEMA.

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance at a minimum to meet City of Petal requirements.

This Contract shall be subject to the Davis-Bacon and Related Acts. Certified payrolls shall be required for all contractor and subcontractor employees.

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Purpose

The City of Petal is requesting proposals from fully qualified BIDDERS to provide debris removal services as a result of the tornado event on January 21, 2017. The City is seeking to enter into a contractual agreement with a firm to provide services contained within this Request for Proposals (RFP) together with all attachments and/or incorporated documents. Pricing is sought for the removal of disaster related debris, of every kind and nature from public rights of way (and/or private property if approved by FEMA and MEMA), as further describe herein. Private Right of Way Access or Right of Entry (ROE) may or may not be a part of this project.

Contact Information

City of Petal
119 W. Eighth Avenue
Petal, MS 39465
Melissa Martin - City Clerk
mmartin@cityofpetal.com

Shows, Dearman and Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401
John T. Weeks, P.E.
john@sd-w.com

Questions and Addenda

BIDDER shall carefully examine the RFP and any addenda. BIDDER should seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing. Questions should be addressed to the City Clerk. If the answer materially affected the RFP, the information will be incorporated into an addendum and distributed to all vendors of record. Oral comments do not form a part of this RFP.

Proposal

The City intends to enter into a contract as soon as practicable after receipt and acceptance of BIDDER'S proposals. The award of any contract shall be at the sole discretion on the City. Award will be made to the BIDDER whose proposal is determined to be the most favorable to the City. The City further reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities.

All BIDDERS shall provide key resumes of staff to be assigned to the project. References and

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examples of similar work, and other data that demonstrates the capabilities and experience of the BIDDER in the field of debris removal is also required. BIDDER shall provide a detailed list of available equipment to dedicate towards this project. BIDDER shall also include any sub-contractors with related information.

BIDDER must meet the following conditions:

1. Be licensed to do business in the State of Mississippi or at a minimum be authorized to transact business in the State of Mississippi (the "State").
2. Be licensed in all applicable areas for which the Contractor submits a proposal. Copies of licenses must be submitted with proposal.
3. Be able to provide removal of all disaster related debris, as set forth in the Scope of Work below and incorporated herein by reference.
4. Be willing and capable of performing the services in the time and manner required, including, but not limited to, maintenance of proper documentation, proper documentation preparation and management and event closure services.
5. Be knowledgeable and have experience in the provision of the services and in ensuring that all services qualify for reimbursement as available under FEMA and the Mississippi Emergency Management Agency (MEMA), as defined by the Stafford Act.

BIDDER must further agree to provide the following information:

1. A company profile which must include the firm name and business address, including telephone number.
2. Year established (include former firm names and year established, if applicable).
3. Type of ownership and parent company, if any.
4. Identification of governmental clients for whom similar services have been provided including name of client, client contact person, description of services performed and amount of contract.
5. The person who shall serve as authorized negotiator for BIDDER, should BIDDER be selected to negotiate with Petal. This information should be on the first page of the response.
6. Whether BIDDER or any employee thereof anticipated being assigned to provide disaster recovery and response services has been a defendant or plaintiff in any proceeding involving or arising out of such services within the past five years.

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EXHIBIT "B"

7. Whether or not BIDDER has had a contract related to disaster response and recovery canceled within the past five years. If so, state the name and address of the other contracting party and reason.
8. Whether or not BIDDER and/or its sub-contractors, which it proposes to use in response to this request, have performed work within the past 5 years for which FEMA reimbursement was sought but which FEMA determined to be ineligible. If so, state the entity for which you performed the work, the dates of the work, the name of the storm involved or FEMA's Declaration Number, FEMA's basis for finding ineligibility, and any other information you deem relevant. BIDDER is not required to provide the above information for projects in which the amount FEMA determined to be ineligible is the lesser of \$100,000 or 5% of the total project.
9. All BIDDERS must certify that BIDDER, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or Mississippi law.
10. Current obligations of BIDDER, including time schedules and available staff.
11. Name, address, phone number, fax number and e-mail address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.
12. The BIDDER'S qualifications and capacity to meet the City's objectives and perform tasks listed in the proposal. This shall include size of firm, office location from which the service is being performed, nature of staff and equipment to be employed for each type of disaster event.
13. Types of and general listing of equipment available for recovery projects.
14. List of all disaster specific experience within the last three (3) years, including response time, client and contact person. The proposer should indicate, relative to response time:
15. The location of the Contractor's firm and equipment. Please indicate how your required equipment and personnel would be made available within time prescribed in this document.
16. Minimum of five references.
17. Plan for local subcontractor participation. Note, Vendors are requested to utilize local participation and should state the percentage of local companies and/or employees for this Contract. A minimum of 25% use of local Vendors is requested. This project also has a DBE goal of 30%. Local DBE's may satisfy

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- C. The BIDDER shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this contract because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the BIDDER shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended and all other applicable federal regulations.
- E. The BIDDER agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises.
- F. The BIDDER shall comply and shall require its sub-consultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility.
- G. IMMIGRANT STATUS CERTIFICATION. The BIDDER represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The BIDDER further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested.

By submitting this proposal, the BIDDER further agrees to the following:

1. Nondiscrimination: The BIDDER, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. In addition, the BIDDER will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).
2. Solicitations for Subcontracts Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.
3. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back"

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local vendor requirement.

In addition to the above, BIDDER must address the following areas:

1. SERVICES

BIDDER must review the Scope of Services attached hereto and provide support for the fact that it has sufficient experience and expertise as is necessary to insure that all charges incurred by the City with respect to BIDDER'S Services hereunder must meet all Federal Emergency Management Agency ("FEMA") and the Mississippi Emergency Management Agency ("MEMA") eligibility requirements. BIDDER agrees that it will not charge the City for any work or services that are not Eligible Services without prior approval of the City's Mayor and BOARD reflected upon its minutes.

In evaluating responsive proposals, scoring will be as follows:

1. The overall plan for debris removal (25 points)
2. Available equipment to be dedicated to the project (25 points)
3. Previous history completing similar work (25 points)
4. Pricing (25 points)

An original and four (4) copies of the proposal should be submitted by the time and date referenced herein. No late proposals will be considered. All RFP's become the property of the City and are subject to applicable public records laws. No electronic or facsimile copies of the RFP will be accepted.

This request does not commit the City to the award of a contract, or to pay any costs incurred in the preparation for a response to this request. City is not responsible for any expenses, which BIDDER may incur in the preparation and submittal of proposals request by this RFP, including but not limited to, costs with travel, accommodations, interviews, or presentations

Compliance with applicable law

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The BIDDER shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this contract or that may later become effective.

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Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

4. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

5. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

7. Energy Policy and Conservation Act: Mandatory standards and policies relating

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to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163).

9. Worker Visibility: All workers within the right-of-way who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel -- personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" -- for compliance with 23 CFR, Part 634.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The BIDDER certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this contract.

- (2) The BIDDER further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

Signature _____ 9

Signature _____ 10

SCOPE OF WORK

The City of Petal, Mississippi, (hereinafter "City") is seeking proposals for Eligible Disaster Debris Removal following the January 21, 2017 Tornado Event. Proposals are sought for the removal of all federally declared disaster related debris, of every kind and nature from public rights of way (and/or private property if approved by the State), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of this award however if the City or State authorizes the ROE it will become part of this contract. The City will evaluate the proposals and award either City-wide or in area Districts of the City depending on what is in the best interest of the City. The City will seek to contract with at least one "qualified" contractor for debris removal (Category A work under the FEMA Public Assistance Program) who will provide City-wide coverage. It shall be noted that this Contract is for payment of "Only Debris that FEMA Determines Eligible" and is consistent with FEMA Public Assistance Program and Policy Guide (PP 104-009-2/January 2016).

SCOPE OF WORK:

- Successful Contractor(s) will be responsible for but not limited to the following:
 1. Remove **Vegetative Debris** from road/street side as directed by the Debris Management Task Force (DMTF) Manager. All Vegetative Debris will be transported to Pine Belt Regional Solid Waste Management Authority (PBRSWA) 5274 MS 29, Ovett, MS 39465. Tipping Fees will be the responsibility of the City of Petal. In the event an BIDDER believes another state approved dumping site is preferable, indication should be included in the proposal. Contractor shall provide every effort to minimize comingling of debris. In the event the City of Petal can acquire an alternate disposal plan for vegetative debris, Contractor shall be prepared to remove C&D within reason to defer as much material from the landfill as possible.
 2. Remove all **Construction and Demolition Debris (C&D)** from road/street side as directed by the DMTF Manager. Construction Debris may consist of but is not limited to metal and wood framing, sheetrock, insulation, furniture, mattresses, flooring, clothing, roofing, radios, etc. All Construction and Demolition Debris will be transported to the aforementioned site.
 3. Public Right of Way Removal of Structures that have been demolished by others and

pushed to roadside may be part of this proposal. Contractors should be prepared to pick up and remove this type of debris and include any separations that may be required. This will be paid for as Construction Debris

- 4. Removal of **White Goods** from road/street side as directed by the DMTF Manager. White Goods typically consist of appliances including refrigerators, freezers, air conditioners, heat pumps, ovens, stoves, washing machines, clothes dryers, and water heaters. Contractor will pick up and transport White Goods to the City of Petal staging site located on Katrina Drive based upon a Unit Price. The Contractor(s) will then prepare any White Good unit for transport to a MS Department of Environmental (MDEQ) approved Final Disposal Site or recycling site. Preparation will include the removal of any gasses or substance considered to be environmentally unsafe. White Goods will be disposed of by the City of Petal from the temporary staging site but shall not take ownership until all hazardous substances are properly removed.
- 5. Removal of **Stumps** will be part of this Contract. Stumps less than 24 inches shall be treated as regular Vegetative Debris and measured by the Cubic Yard. Stumps 24 inches and greater may be eligible if considered hazardous. Stumps will be removed per unit if it meets the following guidelines:
 - a. It has 50% or more of the root ball exposed (less than 50% of the root-ball exposed shall be flush cut).
 - b. It is greater than 24 inches in diameter, as measured 24 inches above the ground.
 - c. It is on improved public property, park, or a public right-of-way.
 - d. It poses an immediate threat to life, and public health and safety.
 If a Stump must be removed prior to the DMTF Manager and or FEMA approval, the Contractor(s) must submit the following information:
 - e. Photographs and GPS coordinates that establish the location on public property.
 - f. Specifics of the threat.
 - g. Diameter of the Stump 24 inches from ground level.
 - h. Quality of material needed to fill the resultant cavity

Signature _____ 11

Signature _____ 12

EXHIBIT "B"

Stumps may be approved for removal, transport, disposal, and fill of Stumps Greater than 24 inches in diameter if:

- i. The City and State agree the Stump is hazardous.
- j. Prc approval by the DMTF Manager and or FEMA.
- k. A Hazardous Stump worksheet is completed and submitted, (FEMA worksheet DAP9523,11) will be provided to successful Contractor(s).

6. Removal and disposal of **Vehicles and Vessels** may be required, Every effort by the DMTF Manager, City Officials, and Insurance Inspectors will be made to identify the owner of any unit for recovery. If ownership is not determined and the unit creates a threat then the Contractor(s) will be directed to remove the unit. Pricing should be reflected in Exhibit A per unit (UNIT).
7. Removal of **Hangers and Leaners** may be required. These items must be:
 - a. Located on improved public property.
 - b. Overhanging and threatening a public use area.
 - c. Possible threat to traffic.
8. Contractor shall NOT remove hazardous waste as part of this contract.
9. Contractor work area may include removal of debris located at the City of Petal temporary staging site on Katrina Drive.
10. City of Petal or their approved agents shall direct work areas for contractor.
11. Contractor shall be responsible for removal of all debris along a predefined block prior to relocation to next debris removal area. (Contractor shall not leave small debris for future removal). It is anticipated the Contractor shall make three (3) complete passes. Partial passes or moving to a new work area before all debris is removed will not be tolerated.
12. Contractor shall repair any items damaged as a result of the debris removal process including streets, utilities, drainage systems, etc.
13. Contractor shall be responsible for safety during the debris removal process. This shall include traffic control, flaggers, personnel, etc. Traffic control shall be in accordance with the MUTCD, current edition.
14. Contractor shall work a minimum of ten (10) hours per day, six (6) days per week. The minimum haul daily goal is 1,000 cubic yards. Continued inability to reach the

- goal shall be cause for termination.
- 15. Estimated quantities of all debris shall be approximately 125,000 cubic yards.
- 16. Contractor shall NOT use steel tracked vehicles on any paved roads, streets, etc where damage of pavement may occur.
- 17. City and County forces will continue to remove debris in the disaster area. Contractor shall coordinate debris removal efforts with City and County forces.

It is preferred that the Contractor utilize mechanical equipment as much as possible to reasonably load and compact debris into trucks and or trailers. Contractor should fully complete Exhibit A.

PROPOSAL

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SC/AV

I (we) agree to begin work within (3) calendar days after the issuance of Work Order. It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 100% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Scope of Work as has been established.

The undersigned understands the City of Petal will evaluate the PROPOSALS based on time for completion, unit price, experience, qualifications and DBE participation of the contractor. The City of Petal reserves the right to select one or more PROPOSAL'S as is most beneficial to the OWNER.

The undersigned certifies that the times and prices contained herein have been carefully checked and are submitted as correct and final.

In accordance with MDEQ Regulations, no burning of debris will be permitted.

*The Contractor may elect to provide their own MDEQ approved storage site for clean vegetative debris.

*In no circumstance shall mulch be allowed to be stored in excess of 10 feet in height, and longer than 15 calendar days.

Any vegetative reduction sites shall have appropriate clear zones and a water source for protection in the event of a fire.

As part of the PROPOSAL, the contractor shall submit a work plan for the aforementioned scope of work.

SC/AV

PETAL
EXHIBIT "A"
FEE SCHEDULE

THIS IS NOT AN EXCLUSIVE CONTRACT. COST PLUS FIXED FEE OR COST PLUS PERCENTAGE WILL BE REJECTED AND NOT CONSIDERED!!!!

1. All tipping fees/disposal costs shall be paid by the City. Contractor should anticipate taking debris to the Pine Belt Regional Solid Waste Authority. Contractor shall not utilize City-owned landfills for disposal without prior approval from the City reflected on its minutes.
2. All pay items/fees are for validated loads picked up at designated work zones. The City, or its duly authorized designee, will be monitoring the debris haul and will certify the volume of each load ticket. Contractor will accept the determination of the City or its designee as final.
3. All areas, public and private must be left in a clean condition.

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item	Description of Service	Cost	Unit
1.	Eligible Vegetative and Construction debris removal from public property, public rights of way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled to TDS or Final Site	---	CY
2.	Remove, load, haul, recycle and disposal of eligible White Goods. Includes compliance with EPA and State requirements for making white goods disposable. Validated loads picked up at designated work zones, hauled to Petal Temporary Staging site, and removal of hazardous materials	---	CY
3.	Hazardous Stumps- Extraction, Haul and Disposal. Contractor shall measure each stump 2 feet above normal ground level to determine the diameter of the trunk. 24 to <48 inches	---	Unit
4.			Unit

SC/AV

EXHIBIT "B"

	Hazardous Stumps- Extraction, Haul and Disposal. Contractor shall measure each stump 2 feet above normal ground level to determine the diameter of the trunk. 48 inches or greater		
5.	Fill Soil as directed by the City; place compatible fill soil in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose a significant threat to public health and safety.		CY
6.	Eligible Leaners and Hangers on Public and/or Private Property: Removal of hazardous hanging limbs 2" to 5.99" Removal of hazardous hanging limbs 6" to 12" Removal of hazardous hanging limbs 12" and greater. Removal of hazardous standing trees 6"-11.99" in diameter Removal of hazardous standing trees 12"-23.99" in diameter Removal of hazardous standing trees 24"-35.99" in diameter Removal of hazardous standing trees 36"-47.99" in diameter Removal of hazardous standing trees 48" in diameter and greater.		EA EA EA EA EA EA EA EA
7.	Vehicle and Marine Debris Removal & Disposal		EA

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- E. Debris Planning Efforts- The Contractor shall assist in all disaster debris recovery exercises as requested by the City.
- F. Reporting and Documentation- The Contractor shall provide and submit to the City all reports and documents as may be necessary to adequately document its performance of this Contract.

Signature of Company Representative

Printed Name

Date

538A

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BID ABSTRACT

BIDDERS	OVERALL PLAN DEBRIS REMOVAL	AVAILABLE EQUIPMENT	PREVIOUS HISTORY SIMILAR WORK	PRICING	TOTAL
Crowder Gulf 5435 Business Parkway Theodore, AL 36582	25	25	25	20	95
Dayon Tree Service, Inc. 389 Lyon Ray Road Petal, MS 39465	15	25	25	15	80
D&J Enterprises, Inc. 3495 Lee Road 10 Auburn, AL 36830	25	25	25	25	100
DRC Emergency Services, LLC 6258 Marshall Foch Street New Orleans, LA 70124	25	25	15	20	85
Fairley Construction 828 Hwy 11 Petal, MS 39465	25	25	20	10	80
Graham County Land Company/750 Tallulah Road Robbinsville, NC 28771	15	25	15	20	75
Holliday Construction LLC 534 Highway 26 East Poplarville, MS 39470	15	10	25	10	60

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2017 Tornado
City of Petal
January 31, 2017

Lucas Engineering, PLLC 763 Clara Foote Road Braxton, MS 39044	20	25	25	20	90
Precision Construction 15 Chanticleer Drive Hattiesburg, MS 39402	20	15	15	15	65
Property Maintenance	X	X	X	X	X
TFR Enterprises, Inc. 601 Leander Drive Leander TX, 78641	15	25	25	25	90
Versa Max Construction 1716 Government Street Ocean Springs, MS 39564	X	X	X	X	X
Santee	20	25	25	20	90
Ceres	20	25	25	20	90

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EXHIBIT "B"

2017 Tornado
City of Petal
January 31, 2017

BID ABSTRACT

BIDDERS	OVERALL PLAN DEBRIS REMOVAL	AVAILABLE EQUIPMENT	PREVIOUS HISTORY SIMILAR WORK	PRICING	TOTAL
Cryder Gulf 5435 Business Parkway Theodore, AL 36582	25	25	20	20	95
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D&J Enterprises, Inc. 3495 Lee Road 10 Auburn, AL 36830	25	25	25	25	100
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Graham County Land Company/750 Tallulah Road Robbinsville, NC 28771	15	25	15	20	75
Holiday Construction LLC 534 Highway 26 East Poplarville, MS 39470	15	10	25	10	60

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2017 Tornado
City of Petal
January 31, 2017

Lucas Engineering, PLLC 765 Clara Foote Road Braxton, MS 39044	20	25	25	20	90
Precision Construction 15 Chanticleer Drive Hattiesburg, MS 39402	20	15	15	15	65
Property Maintenance	n/a				
TFR Enterprises, Inc. 601 Leander Drive Leander TX, 78641	15	25	25	25	90
Verica Max Construction 1716 Government Street Ocean Springs, MS 39564	n/a				
Santee Medical	20	25	25	20	90
Cerris Envir	20	25	25	20	90

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