

CITY OF CLINTON
SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
MONDAY, MAY 9, 2011 - 6:00 P.M.
CITY HALL CONFERENCE ROOM – 300 JEFFERSON STREET

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

ROLL CALL City Clerk, Russell Wall

Present: Tony Hisaw – Alderman Ward 1
Tony Greer – Alderman Ward 2
William O Barnett – Alderman Ward 3
Kathy Peace – Alderwoman Ward 4
Mike Cashion – Alderman Ward 6

Absent: Jehu Brabham – Alderman-at-Large
Mike Morgan – Alderman Ward 5

APPROVE AN ADDITIONAL DEBRIS CONTRACT

After a discussion of the status of the debris removal over the first four (4) days of the Omni Pinnacle, LLC contract with the Mayor, Mike Parker and Jonathan Kiser of True North/Neel-Schaffer, the Debris Monitor, a **MOTION** was made by Alderman Cashion and **SECONDED** by Alderman Greer to offer a second contract to Utility Constructors, Inc. based upon the following findings of fact:

1. Debris removal is not progressing as fast as originally expected by the City, as the Contractor stated that he would utilize at least seven (7) loading crews and is only utilizing four (4).
2. A second debris removal would allow removal in several sections of the City simultaneously and is permitted under the RFP. This is consistent with restoring the City as quickly as possible and is in the best interest of the health and safety of the citizens of Clinton.
3. A review of the RFP submissions shows that the fourth low submitter is Utility Constructors, Inc. which is a local Hinds County company which meets the requirements of the RFP.
4. The second and third low submitters are located outside Hinds County. (Poplarville, MS and Mobile, AL, respectively.)
5. Pursuant to the Stafford Act, the City may give preference to firms residing in or doing business in the area affected by the major disaster.
6. The City has utilized Utility Constructors, Inc. in the past and has been satisfied with its work. Utility Constructors, Inc., because of its proximity, should be able to mobilize in a short period of time upon execution of a contract.

7. The initial price difference for pay item 1 of the submission between the low submitter Omni Pinnacle LLC and Utility Constructors, Inc. is only three (3) cents (\$6.72 and \$6.75, respectively) **MOTION CARRIED UNANIMOUSLY**

ADJOURN 6:53 P.M

MOTION was made by Alderman Greer and **SECONDED** by Alderman Barnett to adjourn.
MOTION CARRIED UNANIMOUSLY

APPROVED: Rosemary G. Aultman 5-11-11
Rosemary G. Aultman, Mayor Date

ATTEST: Russell L. Wall 5-11-11
Russell L. Wall, City Clerk Date



**CONTRACT FOR DEBRIS REMOVAL
FOR APRIL 15TH-28TH, 2011 TORNADO/HIGH WIND DEBRIS**

This Contract is made and entered into effective the 15th day of June, 2011, by and between the City of Clinton, Mississippi, a municipal corporation (hereinafter "City"), and M.A.C. Construction Co. of MS, LLC, (hereinafter "Contractor"). W I T N E S S E T H:

WHEREAS, in order to remove the tornado related debris that presents a threat to the public health and safety of the community from the City of Clinton in the most timely manner possible, it is necessary to engage the services of a contractor;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits derived hereby, the receipt and sufficiency of all of which is hereby acknowledged by both City and Contractor, it is hereby agreed as follows:

I **PURPOSE:** The purpose of this Contract is to engage a debris contractor(s) to provide debris removal from certain public property as defined herein as a result of the April 15th-28th, 2011 tornado/high wind events. This Contract is also effectuated into under the provisions of Section 33-15-17, Mississippi Code of 1972, and pursuant to any applicable Governor's Declaration of Disaster as provided by Section 33-15-31, Mississippi Code of 1972, as well any applicable President's Declaration of Disaster.

II **SERVICES OF CONTRACTOR:**

2.1 General Debris Removal

- (a) Contractor shall be fully responsible for sorting debris at curbside in the **public rights-of-way**, debris loading, transportation of eligible debris from the public rights-of-way in sectors of the City as assigned by the City, and disposal of debris. The City reserves the right to change the Sector Assignments, either by increase or decrease, assigned to Contractor. The City may choose to select multiple contractors, and the City may choose to offer Contractors that are not the low bid, the opportunity to haul debris for the City at the low bid price. The Contractor may not enter private property to remove debris, unless authorized by the City in writing. The material at the street is to be sorted at the curb for disposal at the appropriate site. Household Garbage is to be sorted and not hauled as part of this contract. Vegetative debris and

Construction/Demolition (C/D) debris can be hauled to an approved landfill. Electronic waste is to be separated and hauled separately from other materials for disposal at an approved facility. Appliances are to be separated and hauled separately from other materials and handled delicately to allow for the recovery of the Freon and disposal (or recycling) at an approved facility. Exposed stumps at the ROW will be measured by the CY and paid for as debris.

- (b) Contractor shall be fully responsible for final debris disposal. Contractor further shall submit proposed locations for debris disposal for approval by the City prior to hauling debris. Contractor shall provide the City with a copy of the approved permit of the disposal site. There will be no dumpsites, debris staging areas, or debris transfers within the City limits, nor will debris be permanently or temporarily stored or placed at any other location within the City. Contractor represents that it is familiar with all federal, state, and local ordinances, laws, rules, and regulations with respect to debris pick-up, transportation, and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.
- (c) When a load of eligible debris is loaded into a truck, a representative of the City (whether a City employee assigned to the task or a subcontractor engaged to perform monitoring services) must be present to provide a load ticket to the driver. The load ticket shall contain such information, or space for subsequently providing information, which may be required to comply with FEMA requirements for reimbursement, including but not limited to: a ticket number; date; contractor name; truck number; truck capacity; point of debris collection; loading departure time; dump arrival time; and actual debris volume.
- (d) Debris that is classified Hazardous or Toxic is not included in the scope of services. Hazardous or toxic materials or waste include, but is not limited to, Asbestos Containing Material (ACM), petroleum products; paint products; electrical transformers; and known or suspected hazardous materials.

2.2 Leaning Trees/Hanging Limbs

- (a) Contractor will engage in the removal of leaning and hanging vegetative debris from public property, as assigned by the City, or its agents. Contractor shall be fully responsible for removal of damaged and disturbed trees 6" in diameter and greater leaning at an angle of 30 degrees or greater and designated as "removal". Entire trees shall be cut even with the ground and removed, or cut at the right of way line. Trees containing damaged and disturbed tree limbs, 2" in diameter and greater shall be paid for as a unit cost per tree, as listed in the Bidder's Schedule, regardless of the number of limbs cut from that tree, but requiring that the contractor cut all broken limbs that are greater than or equal to 2" in diameter. Diameter shall be measured at a point where the branch is cut off adjacent to the tree side of the break. Entire trees shall be cut even with the ground and removed if trunk is broken and the tree is marked "removal". Diameter of tree shall be measured at a point four feet above the base of the tree. Contractor shall be responsible for removal of exposed stumps of diameter 6" or greater related to leaning trees. Stumps should have at least 50% of the root ball exposed to be eligible for removal. Stumps that are designated a safety hazard that are 25" or greater are to be extracted and the hole created by the extraction backfilled with fill dirt. Diameter shall be measured at a point two feet above the ground level. Price shall include extraction and removal of the stump and placement of fill dirt in the resulting hole. The unit bid price for each leaning tree, hanging limb and stump removal shall include the disposal of the debris derived from these leaners and hangers. Each eligible leaning tree and tree with hanging limbs and stump will be clearly marked or identified by a City representative (or monitor) to allow the reimbursement of the leaning and hanging vegetative debris. Leaning or hanging debris that is not marked or monitored will not be eligible for payment to the Contractor. The City (or its monitor) will determine what leaning and hanging vegetative debris and trees pose an immediate threat to public health and safety or to improved property.
- (b) Contractor will be required to use load tickets (issued by the monitor) to track that eligible loads are disposed at approved facilities, as the unit bid price includes disposal of the material. Payment for cutting leaning and hanging vegetative

material from each specified address will be contingent on the load tickets from the material being delivered to the approved disposal site. Contractor shall be fully responsible for final debris disposal. All material cut from a property must be removed from the property that same day.

- (c) When the Contractor is working to remove leaning and hanging vegetative debris, or placing a load of eligible debris into a truck, a representative of the City (whether a City employee assigned to the task or a subcontractor engaged to perform monitoring services) must be present to provide a load ticket to the driver and to verify that the leaning and hanging debris is eligible for reimbursement. The load ticket shall contain such information, or space for subsequently providing information, which may be required to comply with FEMA requirements for reimbursement, including but not limited to: a ticket number; date; contractor name; truck number; truck capacity; point of debris collection; loading departure time; dump arrival time; and actual debris volume.

2.3 General Information

- (a) Contractor shall operate during daylight hours coordinating with landfill, unless otherwise directed by the City's Public Works Director. Removal shall be restricted to between the hours from dawn to dusk.
- (b) Contractor shall be responsible for establishing and scheduling collection routes in consultation with City's Public Works Director and for coordinating deliveries with the designated disposal facilities.
- (c) During the period of this Contract, Contractor shall make at least two (2) passes along all public rights-of-way and defined public property in the City, or as directed by the City, ~~with a minimum of one week, or such time period designated by the City, between passes for each particular area.~~
- (d) Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and pay for all disposal site dumping fees (except as noted for pay items #1 and #2 in *Payment and Measure Section V*), and perform all other work required for the removal of all debris, as defined herein, in strict accordance with this Contract, and any amendments thereto

- and such supplemental plans and specifications which may hereafter be approved.
- (e) Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.
 - (f) Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable federal, state, or local regulations.
 - (g) Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.
 - (h) If any debris pile is designated "Do not remove" by property owner, Contractor shall by-pass said pile until the last pass and only remove pile at the direction of the Public Works Director. If any pile is marked "Do not remove" by a FEMA or MEMA employee, Contractor shall not remove said pile.
 - (i) If Contractor encounters a body or human remains during the debris removal process, or is notified by the City of the probable existence of a body or human remains within any debris being removed, contractor shall immediately cease loading at that location until appropriate public officials have completed their investigation and cleared the site for resumption of debris removal activity.

III EQUIPMENT AND PERSONNEL:

- (a) All trucks and other equipment utilized in the performance of this Contract must be in compliance with all applicable federal, state, and local rules and regulations, and are subject to the approval of the City. Any truck used to haul debris must be mechanically loaded by an appropriately sized front end loader, backhoe, or other approved and appropriate equipment. Additionally, the truck or trailer must dump hydraulically and be controlled from the cab of the vehicle and be capable of rapidly dumping its load without the assistance of other equipment or have a self loading feature affixed to the body of the trailer. At a minimum, any truck used to haul debris must be equipped with a factory issued metal tailgate that will effectively contain the

debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are to be constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. All extensions are subject to acceptance or rejection by the City. All trucks carrying debris must have functional tarps to contain the material from blowing out of the truck during transportation of the debris to the disposal sites. All equipment shall be subject to inspection by the City prior to their use and at all times during this Contract.

- (b) Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed under this Contract. If asbestos is encountered in the debris being removed under this Contract, Contractor shall immediately notify the City of that fact and shall not remove nor dispose of that material.
- (c) Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property, and public infrastructure and have functional metal tailgates and tarps covering loads during transport.
- (d) All vehicles and equipment shall have a fully functional and certified fire extinguisher of Class A type.
- (e) Contractor will provide decals for trucks of minimum size of 18"x 18" for providing identifying information. Contractor will provide the City access to each debris truck 24 hours before debris hauling by that truck commences to allow the City time to measure the capacity of the truck. The City, or its designated representative, will then fill out a truck measurement form and provide the Contractor a measured

capacity of the bed rounded to the nearest Cubic Yard (CY). Each vehicle and trailer transporting debris shall bear one-1 emblem (driver's side) that shows the following:

- A. "Contractor for the City of Clinton"
- B. The assigned Truck/Trailer number
- C. Cubic Yardage Capacity (for applicable trucks and trailers)

Any truck identified as manipulating their sideboards to reduce the available volume after measurement will be removed from the project and reported to the appropriate authorities.

- (f) Contractor shall operate in accordance with all Mississippi Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris over roadways. Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be additional to the personnel and equipment required to perform the essential work described in this Contract. At a minimum, one flag person shall be posted at each end of each active loading site and one flag person shall be posted at each loading operation.
- (g) No vehicles or equipment shall be located on public property or public rights-of-way within the City unless actively engaged in debris removal.
- (h) Both City and Contractor will designate a specific person identified by name, address, phone number, and means of immediate communication access (cell phone) who shall be the contact person throughout the term of this Contract as agent of the City and Contractor, respectively. City and Contractor will immediately notify the other, telephonically, with a follow-up written confirmation within twenty-four (24) hours of any change in this designation. Such person shall be immediately available at all times during the performance of this Contract.
- (i) Any personnel and equipment designated by Contractor to be utilized in the performance of the Contract shall not be utilized elsewhere or released in any way, fashion or form for the duration of the Contract unless approved in writing by the

City.

- (j) The contractor will provide an inspection tower at the dumpsite. This tower must be constructed such that the City monitor can look down into the bed to fully view the debris load, establishing a volume. The City reserves the right to approve of the inspection tower prior to commencement of debris hauling activity. The inspection tower must be constructed to meet all local, state, and federal requirements. The contractor may not provide a mechanical lift in place of a constructed tower. The contractor shall provide portable restroom facilities at all dumpsites.

IV TIME:

- (a) The contract will be a 15 day contract (calendar days) from the issuance of the Notice to Proceed. The City reserves the right to add (up to) two 15 day extensions, totaling a 45 day contract, provided that both the City and Contractor agree to these extensions. The City will initiate the work assignment following the Notice of Award, and can issue additions or deletions to the Contract time by written change orders, in it's sole discretion, or the Contract is terminated as provided herein.
- (b) Both parties pursuant to applicable federal, state, and local law will equitably negotiate subsequent changes and completion time.

V PAYMENT AND MEASUREMENT:

- (a) Payment shall be based on a schedule of cost per cubic yard of eligible debris or by the individual pay items as defined in the Contractor Bidder's Schedule. **(ATTACHED AS EXHIBIT A)**. However, the City will utilize its existing contract with Faircloth/American Disposal Services at 1312 Springridge Road to directly pay disposal site dumping fees, and pay contractor for both vegetative and C/D debris (pay items #1 and #2) at the \$6.75/CY price.
- (b) Measurement for debris removed and disposed of will be by the cubic yard as predetermined through truck or trailer bed measurement, or through monitored inventory and documentation from the City or its agents based on the bid items provided herein. Actual measurement shall be documented by trip tickets on a form designated by the City. Load tickets will be provided by the City or its agent with a

percentage of capacity identified on the ticket, as determined through observation from the tower at the dumpsite by the monitor, or through individual pay items as tracked and identified by the City, or its monitoring firm.

- (c) Contractor shall be reimbursed based solely on the trip tickets issued and verified by the City at the Disposal Site or by the individual pay items as monitored and approved by the City or its agents. Contractor shall not invoice the City more frequently than once for each pass through its sector, or once monthly, whichever is greater. Contractor invoices must be separated by Federal Aid Route work and Non-Federal Aid Route work separately and identify and invoice first pass debris removal from Federal Aid routes separately.
- (d) Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to the specific declared disaster damage. Further, Contractor shall bill the City and be paid only for eligible debris that originates within the City.
- (e) All payments made to the Contractor shall be subject to a 5% retainage and will be retained until ninety (90) days after completion of all contract work to insure against timely completion of the project and/or undiscovered damage to public or private property.
- (f) The City reserves the right not to make any work assignments in the event that Federal Assistance is not provided or that Public Works staff and equipment are used to haul debris, rather than a Contractor.

VI LIABILITY AND INDEMNITY:

- (a) Contractor shall be responsible for all damages and all liability to both public and private property in the performance of its duties under the Contract, and shall report such damages to the Public Works Director as soon as possible.
- (b) Contractor does further indemnify and save harmless the City, its officers, agents, representatives, engineers, monitors, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason

of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

- (c) In the event that the Contractor conducts debris removal activity, and the action of removal removes an excessive volume of dirt from the property or significantly damages the property through rutting, replacement dirt may be required to fill the removed dirt material or ruts from the damaged property so as to avoid ponding of water on the property. Contractor should not excessively remove dirt from property. Replacement dirt will be required as a non-reimbursable item to repair the damage. Fill material to damaged property and type of fill material will be at the direction of the Public Works Director and will not be a reimbursed activity.

VII INSURANCE/BONDING

- (a) Contractor shall maintain general liability insurance which shall remain in full force and effect throughout the term of the Contract, and any extension hereof, in an amount of not less than **\$1,000,000.00**. Such insurance shall cover all operations under the Contract, whether such operations are by Contractor, or by any sub-contractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
- (b) Contractor shall maintain in full force and effect throughout the term of the Contract, and any extension hereof, statutory worker's compensation insurance for all employees, including those of any subcontractor, utilized in the performance of the Contract.
- (c) Contractor shall maintain in full force and effect throughout the term of this Contract automobile liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned, and leased vehicles.
- (d) All insurance or bonds required under the terms of this Contract and the Bid Specifications and General Requirements shall be issued by a company licensed to do business in the State of Mississippi. Contractor must provide a **100% payment and performance bond** to the City of Clinton upon notice of a work assignment for ~~the Not to Exceed contract amount~~ **\$30,000**.

VIII INDEPENDENT CONTRACTOR: At all times and under all conditions Contractor and all sub-contractors shall be independent Contractors and shall not represent themselves in any way as agents of the City. As independent contractors, Contractor and all sub-contractors are not entitled to any City employment benefits.

IX TERMINATION: The Contractor may terminate this Contract upon seven (7) days written notice to the City, provided, however, that during such seven (7) days (or until earlier release by the City), Contractor shall continue to diligently perform all of its duties hereunder. The City may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. Contractor understands and accepts that any or all of the debris removal services undertaken by the City may be pre-empted, replaced, or performed by state or federal debris removal efforts, and that the City intends to solicit as much State and Federal Assistance in these endeavors as possible. Conditions may present themselves such that no work assignments are issued from this contract if an emergency declaration is not instituted, or if the City chooses to utilize its own forces to respond to the disaster and debris removal efforts.

X MISCELLANEOUS:

- (a) Contractor shall make every effort to utilize and employ local sub-contractors, equipment rental, supplies and other locally available resources. The City reserves the right to accept or reject (in its sole discretion) proposed subcontractors. Contractor may not use any subcontractor rejected by the City.
- (b) Contractor shall comply with all federal, state, and local laws, rules, ordinances, and regulations regarding non-discriminatory hiring with regard to race, creed, color, national origin, or handicap.
- (c) The City reserves the right to award contracts to multiple companies.
- (d) The City reserves the right to award portions of work to separate contractors. One Contractor may be awarded any one (or more) individual bid items within this Scope.
- (e) Contractor shall comply with the federal, state and local requirements regarding

minority business enterprise (MBE) in the procurement of goods, equipment, or services, and shall insure that all sub-contracting, competitive, and equitable bidding opportunities are followed in order to afford such minority business enterprise participation.

- (f) City is not responsible for potentially adverse working conditions including, but not limited to, limited fuel supplies, limited housing availability, limited food and water supplies, and wet and muddy conditions. Contractor represents that it has inspected the areas where debris is to be collected and removed and is familiar with the street layout, including but not limited to, street widths; and has considered all other factors, both known and unknown, that will affect the work to be performed under this Contract, and accepts same "as is". Contractor further represents that it has not in any way relied upon any representation of the City or any of its agents, officers, representatives, employees, and attorneys.
- (g) Contractor shall cooperate fully with City for City to obtain the maximum amount of reimbursement from FEMA and MEMA.
- (h) City shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections and metering of operations, and inspections of operating records during Contractor's operating hours.
- (i) Any environmental samples, analyses, or remediation actions required as a result of Contractor's equipment, operations, or activities shall be the full responsibility of the Contractor.
- (j) All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of Mississippi, and in the event of a conflict that cannot be resolved; suit will be filed in the appropriate state court in Hinds County, Mississippi.
- (k) This Contract is governmental in nature for the benefit of the general public of the City, and the City does not therefore waive the provisions of its sovereign immunity or its protection under the laws of the State of Mississippi.
- (l) If any provision, section, sub-section, paragraph, sentence, clause, phrase, or portion of this Contract, or the documents incorporated herein is for any reason held invalid,

unlawful, or unconstitutional by the Court identified herein, it shall not affect the remainder of the validity hereof provided such Contract is not so reduced by such holding as to render it invalid.

- (m) This Contract may not be amended, altered or changed, except upon written agreement executed by the duly authorized representative of the Contractor and by the governing authority of the City. This Contract is subject to the review of the Federal Emergency Management Agency (FEMA) and the Mississippi Emergency Management Agency (MEMA), and is subject to modifications as either of these agencies may require.
- (n) This Contract shall not be assigned without the prior written consent of City.
- (o) This Contract shall be binding upon the heirs, successors, assigns (if any), agents, officials, employees, independent contractors, and sub-contractors of the parties.
- (p) Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.
- (q) The Contract documents which comprise and supplement the Contract between the City and Contractor consists of the following documents, which documents are made a part of this Contract as fully as if disclosed and written at length and made a part hereof:
 - (1) This Contract;
 - (2) Any Exhibits to this Contract;
 - (3) Contractor's Bid and Bonds;
 - (4) Notice of Award;
 - (5) Notice to Bidders;
 - (6) Bid Specifications and General Requirements;
 - (7) Any modifications, including change orders, duly delivered after execution of this Contract; and
 - (8) Notice to Proceed.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

"CONTRACTOR"

By: *m f W*

Title PRESIDENT

CITY OF CLINTON, MISSISSIPPI

By: *Rosemary G. Guezman*
ROSEMARY GUEZMAN, Its Mayor 6-15-11

ATTEST: *Ronald L. Wall*
MUNICIPAL CLERK



EXHIBIT A

CONTRACT FOR DEBRIS REMOVAL FOR APRIL 15TH TORNADO DEBRIS

PAY ITEM NO.	DESCRIPTION	Activity	QUANTITY*	UNIT	UNIT PRICE	TOTAL
1	Identify, sort, load, haul and dispose of eligible vegetative debris from the street rights-of-way, and public property within the City of Clinton from the area assigned by the City.	Identify, sort, load, haul and dispose of vegetative debris.	35,000	CY	\$6.75	\$236,250.00
2	Identify, sort, load, haul and dispose of eligible Construction/Demolition (C&D) debris from the street rights-of-way and public property within the City limits of Clinton from the area assigned by the City.	Identify, sort, load, haul and dispose of C&D debris.	4,000	CY	\$9.90	\$39,600.00
3	Identify, sort, load, haul and dispose of appliance debris from public rights-of-way, including Fraon recovery from refrigeration/freezer units. Trucks limited to exclusive hauling of appliance loads when hauling appliances.	Identify, sort, load, haul, capture Fraon and dispose of appliance debris.	100	CY	\$100.00	\$10,000.00
Subtotal Items 1-3						\$285,850.00

*There is no guarantee that any work assignments will be issued under this contract. The quantities listed are only for the purpose of comparing proposals. There will be no adjustment of unit prices based on the quantity of work completed.

All items must be bid by Contractor, or bid will be considered Non-conforming.

BIDDER'S SCHEDULE

Leaning and Hanging Vegetative Debris Removal and Disposal - City of Clinton

PAY ITEM NO.	DESCRIPTION	Activity	QUANTITY*	UNIT	UNIT PRICE	TOTAL
4	Tree Removal, 6"-12" diameter, including disposal of debris and cutting tree flush with the ground.	Cut, Load, Transport and Dispose	50	EA	\$150.00	\$7,500.00
5	Tree Removal, 6"-12" diameter, including disposal of debris and stump extraction and backfill hole.	Cut, Load, Transport and Dispose, Backfill slump hole	10	EA	\$225.00	\$2,250.00
6	Tree Removal, 13"-24" diameter, including disposal of debris and cutting tree flush with the ground.	Cut, Load, Transport and Dispose	40	EA	\$250.00	\$10,000.00
7	Tree Removal, 13"-24" diameter, including disposal of debris and stump extraction and backfill hole.	Cut, Load, Transport and Dispose, Backfill slump hole	10	EA	\$350.00	\$3,500.00
8	Tree Removal, 25"-48" diameter, including disposal of debris and cutting tree flush with the ground.	Cut, Load, Transport and Dispose	30	EA	\$475.00	\$14,250.00
9	Tree Removal, 25"-48" diameter, including disposal of debris and stump extraction and backfill hole.	Cut, Load, Transport and Dispose, Backfill slump hole	5	EA	\$600.00	\$3,000.00
10	Tree Removal, 48" diameter and larger, including disposal of debris and cutting tree flush with ground.	Cut, Load, Transport and Dispose	10	EA	\$600.00	\$6,000.00
11	Tree Removal, 48" diameter and larger, including disposal of debris and stump extraction and backfill hole.	Cut, Load, Transport and Dispose, Backfill slump hole	2	EA	\$950.00	\$1,900.00
12	Remove all Hazardous broken limbs, 2" diameter minimum, per tree, including disposal of debris	Cut, Load, Transport and Dispose (per tree)	50	EA	\$35.00	\$1,750.00
13	Remove Slump, 25" to 48" diameter, including disposal of debris and backfill hole	Extract, Load, Transport and Dispose	10	EA	\$350.00	\$3,500.00
14	Remove Slump, 48" diameter and larger, including disposal of debris and backfill hole	Extract, Load, Transport and Dispose	2	EA	\$800.00	\$1,600.00
					Subtotal Items 4-14	\$5,250.00

*There is no guarantee that any work assignments will be issued under this contract. The quantities listed are only for the purpose of comparing proposals. There will be no adjustment of unit prices based on the quantity of work completed.

All items must be bid by Contractor, or bid will be considered Non-conforming.

Exhibit B

BIDDERS PROPOSAL

CONTRACT FOR DEBRIS REMOVAL FOR APRIL 15TH TORNADO DEBRIS

CITY OF CLINTON, MISSISSIPPI

DATE: 5/2/, 2011

PROPOSAL OF:

M. A. C. CONSTRUCTION CO. OF MS, LLC
(Name of Bidder)

2440 BAILEY AVENUE, SUITE B JACKSON, MS 39213
(Address of Bidder)

for CONTRACT FOR DEBRIS REMOVAL FOR APRIL 15TH TORNADO DEBRIS in the CITY OF CLINTON, MISSISSIPPI.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Technical Specifications, and all supplements, amendments and addenda for this Project and are made a part hereof by reference. Selection will be based on the evaluation of the lowest and best bid, as provided by the information and prices and available equipment listed in the Bidder's Proposal. The City reserves the right to reject any and all bids and to waive any informality in the proposal accepted.

TO: The CITY OF CLINTON
Attn: Mike Parker
527 Springridge Road
P.O. Box 156
Clinton, MS 39060

TO WHOM IT MAY CONCERN:

The following proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm, or corporation. The Contractor's Bid must have the Mississippi Contractor's License Number written on the face of the Bid Envelope.

I (We), the undersigned Bidder(s) certify that I (we) are fully aware that I (we) may be called upon to do work within the City and that the conditions shall be site specific as far as location of utilities. I (we) also understand that each work site shall have its own unique hazards, difficulties, transportation and other factors affecting the work required at each site.

Exhibit B

NON-COLLUSION AFFIDAVIT

CONTRACT FOR DEBRIS REMOVAL OR APRIL 15TH TORNADO DEBRIS

CITY OF CLINTON, MISSISSIPPI

(This affidavit must be executed for the Bid to be considered)

STATE OF MISSISSIPPI

COUNTY OF Hinds

MARLUS L. WALLACE being first duly sworn,
(Person)

deposes and says that he is PRESIDENT
(Sole owner, a partner, president, secretary, etc.)

of M.A.C. CONSTRUCTION CO. OF MS, LLC the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member of agent thereof.

Affiant

Sworn to and subscribed before me this 2nd day of May, 2011.



Notary Public in and for

Hinds County, MS

My Commission Expires

March 4, 2012

Crystal N. Wiley

Exhibit B

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Technical Specifications, General Conditions, Supplementary Conditions and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for within the specified Contract Time. I (we) certify that the Contractor and/or Subcontractors listed as part of this bid are not on the Federal Debarred Contractors list.

The following is my (our) itemized proposal for CONTRACT FOR DEBRIS REMOVAL FOR APRIL 15TH TORNADO DEBRIS for the CITY OF CLINTON, MISSISSIPPI.

Bidder acknowledges receipt of the following Addenda:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

Respectfully Submitted,

M. J. Wal M.A.C. CONSTRUCTION CO. of MS, LLC
Contractor (s)

By: _____

Title: _____

Address: _____

2440 BAILEY AVENUE, SUITE B JACKSON, MS 39213

Contractor's List of Proposed Subcontractors

Sub 1: _____

Hemphill Construction

Address: _____

FLORENCE, Mississippi

Sub 2: _____

GARRETT CONSTRUCTION

Address: _____

JACKSON, Mississippi

Sub 3: _____

Kip's TREE SERVICE

Address: _____

BRANDEN, Mississippi

Exhibit B

BIDDER'S CORPORATE DECLARATION

(To Be Filled In If Bidder Is A Corporation)

Date: 5/2, 2011

LLC
Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

[Signature]
President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be Filled In If a Bidder Is a Partnership)

Our Partnership is composed of the following individuals:

Address

Exhibit B

BIDDER'S REFERENCES

(This form must be filled out for Bid to be considered)

List references (with contact information) that can attest to the past performance on similar projects as described in the Scope of Work, and the volume of debris hauled for the client. To qualify for this project, Prime Contractor must have hauled a minimum CY of 100,000 CY for one event in the last 7 years, and have experience verified by that agency/municipality..

1. <u>City of Jackson</u>			
Name	Company/Agency	Phone#	CY Hauled
2. <u>City of Jackson</u>			
Name	Company/Agency	Phone#	CY Hauled
3. <u>City of Jackson</u>			
Name	Company/Agency	Phone#	CY Hauled
4. <u>Town of Yazoo City</u>			
Name	Company/Agency	Phone#	CY Hauled
5. <u>Yazoo City Public Utilities</u>			
Name	Company/Agency	Phone#	CY Hauled

*SEE ATTACHED
REFERENCE LETTER