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Addendum Number 5

To: All Prospective Bidders

From: S. Matthew Jones, P.E.
Deputy Environmental Services Director

Re: Mobile County Post-Disaster Debris Removal

Date: November 13, 2026

This Addendum forms a part of, and modifies, the Bid Documents for the above-referenced project, dated August 19, 2026. Acknowledge the receipt of this Addendum No. 5 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

GENERAL:

Item 1. The questions and responses provided herein constitute clarifications to the Bid Documents. When a response contained in the Addendum modifies or conflicts with the original Bid Documents, this Addendum shall govern.

QUESTIONS AND RESPONSES:

1. How many originals/copies/usb's are required for the submission?

   One (1) original is required for submission. No additional copies or USBs are required.

2. Is there a website link I should be checking if addenda are posted or if it's email could I be added to that list?

   Addenda will be distributed via email. Vendors who have not already done so should contact April Holifield, the individual listed in the advertisement, to be added to the distribution list.

3. How many copies of the proposal should be mailed to the county for evaluation?

   One (1) original submission is required. No additional copies are required.

4. Please confirm whether a bidder holding an applicable MU (Municipal and Utility) classification satisfies the licensing requirement for this contract, or whether the County requires bidders to hold a Building Construction or other specific classification.

   An MU (Municipal and Utility) classification satisfies the licensing requirement for this contract.

5. Please confirm the only criteria for contract award is to be the lowest responsible bidder.
   The contract will be awarded to the lowest responsible and responsive bidder in accordance with the "Award or Rejection of Bids" provisions added by this Addendum. Price will determine the low bidder, and the County will consider the factors identified in those provisions when determining bidder responsibility.

6. Disaster cleanup contracts are most often awarded based on the best value using evaluation criteria instead of the lowest evaluated bid price. Would the County consider modifying the bid award criteria in this solicitation to a best value in lieu of lowest price? If the answer is no, could the County explain the rationale for not using a best value selection process?

   No. The County will not modify the solicitation to use a best-value selection process. Award will be made to the lowest responsible and responsive bidder in accordance with the "Award or Rejection of Bids" provision added by this Addendum.

7. On page 17 of the County's ITB, the following is stated as a requirement:
   Debris Removal Site Documentation

   "The debris removal services contractor shall document conditions at all debris removal locations prior to beginning work at the area. Documentation shall include photographs and/or video tape of the location. All photographs and video footage shall be taken from a prospective showing a threat to public safety and/or hazard. Additionally, the contractor shall document with photographs and /or video tape all items left at the debris removal location at the time the contractor leaves the area.
   Failure to accurately depict the site conditions prior to debris removal activities may result in the debris contractor not receiving reimbursement from the county for the subject work."

   These functions are typically the responsibility of the debris monitoring firm, and we would suggest including them in the monitoring IFB. Can the County confirm if this will be removed from the Debris Removal Services ITB?

   The requirement under "Debris Removal Site Documentation" is hereby modified to the following. The other documentation responsibilities will be performed by the County's debris monitoring firm.

   "The debris removal services contractor shall document conditions at all debris removal locations prior to beginning work at the area. Documentation shall include photographs and/or video tape of the existing conditions of the location. Additionally, the contractor shall document with photographs and /or video tape all items left at the debris removal location at the time the contractor leaves the area."

8. After reviewing the scope of work, it appears the services are primarily focused on disaster debris removal, reduction, hauling, and disposal activities rather than traditional construction services. Based on this scope, can you please confirm whether a State of Alabama General Contractor's License is required for bid submission and contract award?

   If a General Contractor's License is required, would the requirement be satisfied through a subcontractor that holds a valid Alabama General Contractor's License, or must the prime contractor itself hold the license?
   A State of Alabama General Contractor's License is required for bid submission and contract award. The prime contractor itself must hold the required license; the requirement cannot be satisfied solely through a licensed subcontractor.

9. I have read the above-mentioned RFP and have the following questions:
   Are any copies required in addition to the original submittal?
   a) If so, how many?

   Only one (1) submission is required. No additional copies are required.

10. Please confirm that debris resulting from the removal of hazardous trees and limbs is to be placed on the safest possible location on the County ROW for collection and compensated using Item 001 "Removal and Disposal of Eligible Vegetative Debris at Debris management site" of the Bid Pricing Form.

    Yes. Debris resulting from the removal of hazardous trees and limbs will be placed on the County right-of-way for collection, and removal and disposal will be compensated under Item 001.

11. Please confirm Tipping Fees will be treated as a pass through whereby Contractor pays disposal fees and invoices the County at charge with no markup and are not to be included in our proposed rates.

    No. Tipping fees will not be treated as a separate pass-through expense. All costs associated with disposal, including applicable tipping fees, shall be included in the Bidder's proposed unit prices. The County will not separately reimburse tipping fees.

12. The Bid Pricing Form lists unit-price line items with no estimated quantities. Please explain how the Bid Pricing Form will be evaluated — whether unit prices will be summed and whether estimated quantities will be applied to produce an extended total. If estimated quantities will be used, please provide the formula or quantities to be used.

    Estimated quantities will be used. They are provided in this addendum.

13. Does the County have pre-authorized designated debris management sites (DMS) and a final disposal site (FDS)? If so, please provide locations.

    No. The County does not currently have pre-authorized sites or standing agreements with property owners for use of such sites. Sites have been used during previous post-disaster debris removal activations, and the County may provide information regarding those locations to the Contractor, as appropriate. However, coordination and arrangements necessary for the use of such sites shall be the Contractor's responsibility in accordance with the Bid Documents.

14. Line Item 014 of the Bid Pricing Form refers to Waterway Debris Removal defined in the Scope of Work as removal of debris from canals, rivers, creeks and streams. Can the County confirm whether the stated line item refers to land or water-based operations? If it is the intent of the County to price both scenarios, can the Bid Pricing Form be updated to include separate line items for both considering the significant difference in price of marine-based operations vs land-based operations?

    Line Item 014 applies to the removal of debris from waterways through whatever means are necessary to perform the work. The County will not establish separate line items for land-based and marine-based waterway debris removal operations.

15. Please confirm that Line Item 004: Chipping or Grinding Debris at Debris Management Site refers only to vegetative debris and C&D debris will be hauled directly to the approved landfill per Line Item 002 without reduction.
    Yes, that is correct. Line Item 004: Chipping or Grinding Debris at Debris Management Sites refers only to vegetative debris. C&D debris will be hauled directly to the approved landfill and compensated under Line Item 002 without reduction.

16. Please provide names and titles of the evaluation committee members.

    There is no evaluation committee. The County will determine the lowest responsible and responsive bidder in accordance with the Bid Documents and the "Award or Rejection of Bids" provision added by this Addendum.

17. I know you said that about tipping fees that you all were pretty set on making that included, but the ACCA contract is kind of the only one that I can think of in the area that has that. Would you at all consider making those a pass-through?

    No.

18. What is the initial contract term and are there any renewal options?

    The initial contract term will be from the date of contract execution through November 30, 2027. The contract may be renewed for a second and third year under identical prices, terms, and conditions upon mutual consent of the successful bidder and the County. Any renewal must be approved in writing by both parties no later than 90 days prior to expiration of the existing contract.

19. Will annual contract price increases based on Consumer Price Index (CPI) be allowed?

    No. The Bid Documents do not provide for annual CPI-based price increases. The initial contract runs through November 30, 2027, with options to renew for a second and third year under identical process, terms, and conditions upon mutual consent of the Contractor and the County.

20. Will the payment for hazardous trees and limbs be for the cut only and placement of debris safely onto the ROW for collection?

    Yes.

21. Will the payment for Hazardous Stumps include hauling?

    Yes. The Bid Documents state that the removal, pickup, and disposal of stumps will be paid on a cubic-yard basis, regardless of size or whether the stump requires excavation. The specifications further require stumps to be hauled separately from other debris and individually measured for conversion to cubic yards.

22. Page 25 of the bid states" The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor". If this is the case when will item 5 on the price sheet be used?

    See response to question 49.

23. Can you please provide the bid tabulations, awardees, and price evaluations from the previous bidding cycle?

    The previous debris removal contract was procured through the Alabama County Commissioners Association (ACCA) Joint Bid Program for Region 1. DRC Emergency Services LLC was the awarded contractor. Please see the attached documents for the available award and pricing information from the previous bidding cycle. The County does not have additional bid tabulations or price evaluations to provide.

24. Typically tipping fees are treated as a pass-through cost due to the emergency nature of the work. Will the county consider changing the tipping fees to a passthrough, where the contractor pays the fees and invoices the county with no-mark?
    No.

25. Would the county consider adding a item of the haul out of reduced material?

    No additional bid item will be added. Loading, hauling, and final disposal of reduced material from the debris management site are included in the applicable reduction unit price. Bid Item 004 expressly includes reduced debris removal and disposal, and Bid Items 003.A and 003.B expressly include ash removal and disposal.

    Bidders shall include all associated loading, transportation, and disposal costs, including applicable disposal fees, in those unit prices. No separate or additional payment will be made for hauling out or disposing of the reduced material.

26. The Bid Submittal Form is headed "Alabama County Joint Bid Program — Disaster Debris Removal Bid for Region ____." The specifications and certifications further refer to "the awarding authority," to execution of a contract "on behalf of all counties in the region," to a performance bond "made payable to the awarding authority on behalf of the counties in the region," to responsibility for equipment rental, landfill and permit fees "required for a project in any county in the region," and, on page 4, to "the Association." Please clarify whether this procurement is being conducted by and for Mobile County alone, or under a regional or joint bid program.
    a. If the procurement is regional, please identify the awarding authority, identify every county that may issue a Notice of Activation under the resulting contract, and state what region designation bidders should enter in the blank on the Bid Submittal Form.
    b. If the procurement is for Mobile County alone, would the County issue an addendum conforming the Bid Submittal Form and the specifications to a single-county award?

    The procurement is being conducted by and for Mobile County. References in the Bid Documents to the Alabama County Joint Bid Program, a "region," the "Association," awarding authority," or "counties in the region" are not applicable to this solicitation. Bidders should not enter a region destination on the Bid Submittal Form. The Bid Documents are hereby clarified accordingly and have been updated.

27. Please provide the names and titles of the individuals who will evaluate the bids received and make the responsibility determination and award recommendation to the Mobile County Commission.

    There is no evaluation committee. The County will review the bids and determine the lowest responsible and responsive bidder in accordance with the Bid Documents and the "Award or Rejection of Bids" provisions incorporated by this Addendum.

28. Please provide the date, time, and location of the meeting at which bids will be evaluated and the award recommendation considered, and confirm whether that meeting will be open to the public.

    Bids will be received until 10:00am local time on Wednesday, November 18, 2026, at the receptionist's desk on the Eight Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bids will then be publicly opened in the Assembly Room located on the Ground Floor of Mobile Government Plaza.

    Following the bid opening, bids will be reviewed and evaluated by County staff. Any recommendation for award will be presented to the Mobile County Commission for consideration

at a public meeting. The date and time of the Commission meeting at which the award recommendation will be considered have not yet been determined.

29. Will there be a notice of that meeting be posted, and if so where will it be posted?

    The bid opening time, date, and location are provided in the Advertisement for Bids. Notice of Mobile County Commission meetings, including meeting schedules and agendas, is posted on the Mobile County website at www.mobilecountyal.gov/government/meetings-agendas/.

30. When will the intent to award be made, and how will it be communicated to bidders — by direct written notice to each bidder, by public posting, or otherwise?

    If the County determines it to be in the best interest of the County to award a contract, the low bidder will receive a notice either by email or other means that they are determined to be the lowest bidder responsible and responsive bidder, and that a request will be placed on the County Commission agenda to award the contract.

31. Please confirm that the evaluated past performance and past experience of a firm can only be that performance and experience completed by the firm itself, and does not include the performance or experience of any designated or identified project personnel or employees.
    Yes. For purposes of determining bidder responsibility, "Bidder" refers to the contracting company and not to the individual signing the bid or to an employee of the company.

32. Since the solicited work may be reimbursed using federal funds, please verify whether minority participation will be evaluated for this contract given the President's January 2025 Executive Order 14151 and Executive Order 14173, which terminate, to the maximum extent allowed by law, all DEI, DEIA, and "environmental justice" offices and positions; all "equity action plans," "equity" actions, initiatives, or programs, "equity-related" grants or contracts; and all DEI or DEIA performance requirements for employees, contractors, or grantees.

    Bidders shall comply with all applicable federal requirements, including the requirements identified in the Bid Documents. The Bid Documents require compliance with 2 C.F.R. § 200.321.

33. Would the County consider posting its responses to the questions submitted by prospective bidders multiple days prior to the bid opening date, and/or extending the bid due date, to provide bidders with sufficient time to review the responses and incorporate any resulting changes or clarifications into their bids?

    Yes. All bidders who have requested the documents will receive this addendum. It will additionally be posted on the County website.

34. Page 1 of the Invitation to Bid requires that bid security be furnished as a cashier's check or as "a Bidder's Bond being prepared on the form specified." No bidder's bond form is included in the bid package. Please provide the required form, or confirm that a surety's standard AIA A310 or equivalent bid bond form is acceptable.

    A surety's standard AIA A310 or equivalent bid bond form is acceptable.

35. Please provide the required exterior and interior envelope markings for sealed bids. Page 2 of the Invitation to Bid directs that bids submitted by express or overnight service be placed "in a separate inner envelope or package sealed and identified as stated above," but no labeling instruction appears in the package.

The sealed bid envelope/package shall be clearly marked: "[COMPANY'S NAME] , MOBILE COUNTY POST-DISASTER DEBRIS REMOVAL". The general contractor's license number must also be present on the inner envelope.

36. Please confirm the correct physical destination for sealed bids. The Notice of Bid Opening states that bids will be received in the Mobile Government Plaza, Eighth Floor South Tower, while the submission instructions direct that all sealed bids be mailed or hand-delivered to the Mobile County Commission at 205 Government Street, Mobile, AL 36644-1801.

    One is the street address; the other specifies where bids are received within the building. Sealed bids shall be mailed or hand-delivered to the Mobile County Commission, 205 Government Street, Mobile, Alabama 36644-1801. Bids must be received at Mobile Government Plaza, Eighth Floor South Tower, no later than 10:00 A.M. local time on November 18, 2026.

37. Can the County provide a copy of the current or most recent contractor's pricing for the services requested in this solicitation?

    The previous debris removal contract was procured through the Alabama County Commissioners Association (ACCA) Joint Bid Program for Region 1. DRC Emergency Services, LLC was the awarded contractor. Please see the attached documents for the available award and pricing information from the previous bidding cycle.

38. Does the County intend to award only one contract?

    Yes. Therefore, there will not be a pool of contractors or Primary, Secondary, or Tertiary contractor designations.

39. If the County intends to award more than one contract, will the contracts be categorized by order of intended activation (e.g., Primary, Secondary, Tertiary), or will there just be a pool of qualified vendors?
    Not applicable.

40. If there is a pool of qualified vendors, what method will the County use to determine which contractor or contractors to activate first?
    Not applicable.

41. What was the last event that impacted the County which required activation and performance by the County's disaster debris management contractor?

    Hurricane Zeta

42. How many cubic yards of debris were collected in that event?

    180,304 cubic yards of vegetative debris.

43. Which contractor held the previous, or holds the current, contract for the services requested in this solicitation?

    The previous debris removal contractor under the ACCA Joint Bid Program for Region 1 was DRC Emergency Services, LLC.

44. The bid specifications reference a monitoring services contractor who will work alongside the debris removal services contractor. Does the County currently have a disaster debris monitoring firm under contract, and if so, with which company or companies?

Yes. Mobile County currently has a debris monitoring firm under contract through the ACCA Joint Bid Program. That firm is Thompson Consulting Services.

45. The bid specifications provide that services may be performed within other political subdivisions, public entities, or special districts at the direction of the County where a written memorandum of understanding meeting FEMA guidelines is in place. Does the County have Memoranda of Understanding (MOU) or mutual aid agreements in place with other incorporated municipalities within Mobile County that would allow this contract to be utilized by those entities to perform disaster debris management services, and if so, which ones?

    No. Not at this time.

46. Does the County intend to allow all or some of the incorporated municipalities within the county to utilize this contract, and if so, which ones?

    No. That is not anticipated.

47. The bid specifications include state roads and federal aid highways within the definition of eligible debris removal locations. Will this contract be used to perform services on any state roads within Mobile County in lieu of ALDOT performing those services?

    The County does not currently have an agreement with ALDOT to do this.

48. If the answer to the previous question is yes, does the County have a pre-existing Memorandum of Understanding (MOU) or mutual aid agreement with ALDOT that authorizes the County to perform debris removal services on state roads?

    Not applicable.

49. Stump payment. Page 20 of the specifications provides that "the removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor," and page 12 requires stumps to be hauled separately, individually measured, and converted to cubic yards using the Stump Conversion Table. The Bid Submittal Form, however, prices Bid Item 005 "Stump Extraction" on a per-each basis in three diameter tiers. The Bid Submittal Form's certification page repeats the cubic yard language. Please confirm which method governs payment. If the cubic yard method governs, please add a cubic yard line item for stump removal and disposal by addendum and clarify what Bid Item 005 is intended to capture.

    The specifications and Bid Submittal Form will be revised to distinguish between stumps requiring extraction and stumps requiring only collection and disposal:

    Stumps requiring extraction: Payment shall be made per each under Bid Item 005, within the applicable diameter category. This unit price shall include extraction, loading, transportation, processing or reduction as necessary, final disposal, and furnishing and placing approved material to fill the resulting hole to surrounding grade. No additional payment shall be made for these stumps under cubic-yard debris items, debris processing or disposal items, or Bid Item 006.

    Stumps not requiring extraction: Collection, transportation, and disposal shall be paid by the cubic yard under Bid Item 001, using the applicable haul-distance category. Stumps shall be hauled separately and individually measured, with volume determined using the Stump Conversion Table. No payment under Bid Item 005 shall apply. A separate cubic-yard stump item will not be added.

The stump payment language on pages 20 and 26 shall be replaced accordingly. Page 12 shall be revised to clarify that. Bid Item 005 shall be revised to expressly identify its complete scope. Bid Item 006 shall apply only to separately authorized filling of holes not included in payment under Bid Item 005.

50. White goods and freon. Page 20, note (7), and the Bid Submittal Form certification both provide that "removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for Freon Recovery and Recycling." The Bid Submittal Form nevertheless contains a separate Bid Item 010, "Pick up and Disposal of 'White Goods,'" priced per each unit. If disposal of white goods is paid under Bid Item 009, please explain what work Bid Item 010 compensates, and confirm how a bidder is to price the two items without duplicating recovery for the same work.

    The payment provision on page 20, paragraph (7), and the corresponding certification on page 26 are revised as follows:

    Bid Item 009—Freon Recovery and Recycling: Payment shall be per appliance for which refrigerant recovery is required and actually performed. The unit price shall include the labor, equipment, materials, handling, recycling or other lawful disposition of recovered refrigerant, and required documentation. This item excludes collection, transportation, and disposal of the appliance itself. No payment under Item 009 shall apply to appliances that do not require refrigerant recovery or for which recovery has already been completed.

    Bid Item 010—Pickup and Disposal of White Goods: Payment shall be per appliance collected and disposed of. The unit price shall include collection, loading, transportation, and lawful recycling or disposal of the appliance, including applicable fees. Refrigerant recovery compensated under Item 009 is excluded from this price.

    Items 009 and 010 may both be paid for the same appliance when the separate services covered by each item are performed and documented. Bidders shall price the items without overlapping costs.

51. Inspection towers. Page 14 requires the contractor to provide inspection towers at all debris management sites and approved disposal sites, built to USACE standards and at least fifteen feet above ground. Page 20, note (4), and the Bid Submittal Form certification instead refer to payment for "containment towers" being included in the Vegetative Debris Removal and Construction and Demolition Debris Removal line items. Please confirm that "containment towers" and "inspection towers" refer to the same requirement, and that the cost of constructing, maintaining, and removing inspection towers is to be included in Bid Items 001 and 002.

    Yes. The references to “containment towers” in the pricing provisions refer to the inspection towers required by the Bid Documents. The costs associated with providing, maintaining, and removing the required inspection towers shall be included in the applicable Vegetative Debris Removal and Construction and Demolition Debris Removal unit prices.

52. Bid Item 002 units. Bid Item 002 provides both Ton and Cubic Yard columns for each of four haul ranges, and Note 1 states that cubic yard payment is approved only if no scales are available at the landfill. Please specify which unit the County will use for purposes of comparing bids.

    Both will be used.

53. Hazardous hanging limbs. Per Version 5 of FEMA's Public Assistance Program and Policy Guide, effective January 5, 2025 — which the bid specifications expressly incorporate on page 8 — can the

County remove the "two inches or greater in diameter" language for hazardous hanging limbs on page 12 and in Bid Item 008, and conform that language to FEMA's Version 5, as follows: Hazardous Limb or Branch Removal — "Removal of broken limbs or branches that pose an immediate threat is eligible. For example, a broken limb or branch hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, poses an immediate threat of falling and causing injury to the public or damage to improved property."

Yes. The minimum limb-diameter requirements on page 12 and in Bid Item 008 are deleted. The hazardous hanging limb paragraph on page 12 is replaced with the following:

"The Contractor shall remove disaster-damaged broken limbs or branches remaining in trees that pose an immediate threat of injury to the public or damage to improved property, including those hanging over public-use areas such as roads, trails, sidewalks, and playgrounds. No minimum limb diameter applies. Removal shall be authorized by the County and limited to the cutting necessary to eliminate the hazard. The hazardous condition shall be documented in accordance with applicable FEMA requirements. All other applicable eligibility and property-access requirements remain in effect."

The description of Bid Item 008 is revised to "Hazardous Hanging Limb or Branch Removal." The unit of payment remains Each Tree. Payment shall be a single unit price per tree for removal of all eligible, County-authorized hazardous hanging limbs or branches from that tree.

54. Hourly equipment and manpower rates. Page 17 requires the contractor to provide an Equipment Rental Schedule with fully loaded hourly equipment and manpower rates, including operators, for initial emergency clearing of roads, streets, and public rights of way, reimbursed on verified hours worked and capped at 70 hours per piece of equipment or per worker. The Bid Submittal Form contains no hourly line items. Please confirm where those hourly rates are to be submitted, whether they will be evaluated as part of the bid comparison, and if so, on what basis.

    The two paragraphs on page 17 concerning the Equipment Rental Schedule and hourly compensation for initial emergency clearing of roads, streets, and public rights-of-way are hereby deleted.

    The initial emergency road-clearing services described in those paragraphs are excluded from this solicitation. Bidders are not required to submit hourly equipment or manpower rates, and such rates will not be considered in the bid evaluation.

    Payment for services included in this solicitation shall be based on the applicable unit-price items in the Bid Submittal Form.

55. Debris management site restoration and close-out. Page 14 requires the contractor to return the primary debris management site to pre-disaster conditions upon project completion, and page 8 requires all work including site restoration to be completed within 60 calendar days after the last load of debris is delivered. Page 20, note (5), addresses payment only for the "preparation and operation" of vegetative debris management sites, and only within the vegetative line item. Please confirm where the cost of site restoration and close-out is recovered, including any environmental sampling, soil testing, or remediation the County or ADEM may require at close-out, and confirm the treatment of restoration costs for sites used for construction and demolition debris, household hazardous waste, white goods, or other non-vegetative debris.

    The costs of restoration and close-out of temporary debris management, staging, and reduction sites shall be included in the applicable debris removal and disposal unit prices. No separate restoration or close-out bid item will be added.

Page 20, note (5), and the corresponding Bid Submittal Form certification provision are revised to include site preparation, operation, maintenance, restoration, and close-out for all debris types. These costs shall be included in Item 001 for vegetative debris, Item 002 for construction and demolition debris, Item 013 for household hazardous waste, Item 010 for white goods, and the corresponding removal and disposal items for other debris types. Shared costs at sites handling multiple debris types shall be allocated among the applicable unit prices without duplication.

Included costs shall encompass removal of temporary facilities and remaining waste; grading, stabilization, and repair of areas disturbed by the Contractor; required environmental sampling, soil testing, laboratory analyses, and close-out documentation; and remediation required by the County or ADEM to address contamination caused or exacerbated by the Contractor's or its subcontractors' activities.

Before commencing site operations, the Contractor shall document the site's physical and environmental conditions and submit that documentation to the County. Temporary sites shall be restored to their documented pre-use conditions and shall satisfy applicable regulatory closure requirements. Cleanup of unrelated pre-existing contamination is excluded unless expressly included in the contract requirements.

These obligations apply to all temporary sites used under the contract, including the primary site and additional sites used for non-vegetative debris. Required close-out reports, disposal records, test results, and regulatory approvals shall be provided to the County.

The existing completion requirement remains applicable: all work, including site restoration, shall be completed within 60 calendar days after the Contractor receives County notice that the last load of debris has been delivered, unless the County grants a written extension.

56. Vegetative debris hauled directly to final disposal. Bid Item 001 is limited by its terms to removal and disposal of eligible vegetative debris "at Debris management site." Please confirm the payment basis where the County directs vegetative debris to be hauled directly to a permitted landfill or other final disposal site without passing through a debris management site, and please confirm the payment basis for hauling reduced vegetative material, mulch, or ash from the debris management site to final disposal where the cost is not already captured in Bid Items 003.A, 003.B or 004.

Bid Item 001 is revised to read: "Removal and Transportation of Eligible Vegetative Debris to a County-Approved Debris Management Site, or Direct Removal and Disposal at a County-Approved Final Disposal Site."

Vegetative debris hauled directly to a permitted landfill or other lawfully authorized final disposal site at the County's direction shall be paid under Bid Item 001, based on the approved cubic yards collected and the applicable haul-range unit price. The unit price shall include loading, transportation, unloading, and all applicable disposal fees.

For Item 001, haul distance shall be the straight-line distance from the approved loading location to the County-designated receiving site actually used. Payment shall remain on a cubic-yard basis regardless of whether the receiving facility has scales.

Loading, hauling, and final disposal of ash generated under Items 003.A or 003.B are included in those items. Loading, hauling, and final disposal of mulch or other reduced vegetative material generated under Item 004 are included in Item 004. No additional payment under Item 001 or another item will be made for that same haul-out and disposal work. Reduction items will not be payable for direct-disposal loads that undergo no reduction under those items.

57. Drainage easements and ditches. Pages 7 and 11 include drainage easements within the locations from which eligible debris must be removed. Please confirm whether debris removal from drainage easements and roadside ditches is compensated under Bid Items 001 and 002, under Bid Item 014 or 015, or whether a separate line item will be provided, given that this work frequently requires equipment and methods different from right of way collection.

No separate bid item will be added for debris removal from drainage easements or roadside ditches. Payment shall be based on the debris type and the County-authorized work required, as follows:

1. ***Collection, hauling, and disposal of eligible vegetative debris and construction and demolition debris from drainage easements and roadside ditches shall be paid under Items 001 and 002, respectively, except for additional channel retrieval expressly authorized under Item 014.***
2. ***Item 014 shall apply when the County authorizes a distinct retrieval operation from a natural or constructed drainage channel beyond the collection work included in the applicable debris removal item. This may include extraction and transfer of debris to an accessible collection point. Item 014 compensates only the additional retrieval effort; subsequent collection, hauling, and disposal shall be paid under the applicable debris item. A channel need not contain standing water for this provision to apply.***
3. ***Item 015 shall include recovery, excavation necessary to remove eligible deposited material, loading, hauling, and disposal of disaster-related sand, silt, mud, dirt, and rock from County-authorized drainage easements and ditches. No additional payment under Item 014, 001, or 002 shall be made for those same activities.***
   The County will identify the applicable payment items when assigning the work and before work begins. All labor, equipment, and methods necessary to perform the work covered by each item shall be included in its unit price. Location within a drainage easement or ditch does not, by itself, establish entitlement to an additional payment.
   Work is limited to authorized disaster-related debris removal. Routine ditch maintenance, removal of unrelated pre-existing deposits, and channel enlargement or reconstruction are excluded.

58. Private property debris removal and demolition. Page 7 provides that debris removal may include private property if the disaster triggers activation of private property debris removal and the County specifically authorizes it, while page 12 provides that the contractor shall not enter onto private property. The Bid Submittal Form contains no line items for private property debris removal, rights of entry, structural demolition, or associated documentation. If private property debris removal or demolition is activated, please confirm that the County will obtain all rights of entry and the required FEMA and legal approvals, and please advise how that work will be priced.

When specifically authorized in writing by the County, private property debris removal involving debris types and services included in this Contract shall be paid under the corresponding existing bid items, using the same unit prices, measurement methods, and applicable haul-distance ranges as removal from public rights-of-way and public property. These prices shall include the labor and equipment necessary to gather and segregate debris within the authorized parcel work area, move it to the loading location, load, transport, and dispose of it. No additional payment shall be made solely because the work occurs on private property. Moving debris from a parcel to the right-of-way shall not create a second payable collection of the same debris. County will coordinate all rights-of-entry and legal approvals.

Page 12 has been updated accordingly.

59. Please confirm whether the scope of work for white goods removal includes the removal and disposal of any putrescent food from refrigerators or freezers, and if so, whether that cost is intended to be included in the per-unit white goods price, the Freon Recovery and Recycling price, or is separately payable.

    Yes. Removal of eligible refrigerators and freezers includes handling, containment, removal, transportation, and lawful disposal of incidental spoiled or putrescent food remaining inside the appliances when collected.

    All associated labor, materials, equipment, transportation, and disposal fees shall be included in the per-unit price for Bid Item 010—Pickup and Disposal of White Goods. No separate payment will be made for these food contents under Item 009 or any other bid item.

    The Contractor shall contain the food and associated liquids to prevent leakage or spillage during handling and transportation and shall arrange for disposal in accordance with applicable requirements.

    The household-garbage exclusion on page 13 is modified solely to allow this incidental disposal of food contained within eligible refrigerators and freezers. General household-garbage collection remains excluded.

60. Bid Items 016,017 and 018— Vehicle Removal, Vessel Removal (Land), and Vessel Removal (Marine). Page 14 describes the contractor's responsibility as including "recovery, loading, determination of ownership, and disposal." Please confirm the full extent of scope included in these unit prices, specifically whether they include removal of fuel, batteries, and other hazardous fluids; towing and transport; storage pending disposition; title and lien searches and determination of ownership; statutory notice to owners and lienholders; and final disposal or scrapping. Please confirm who bears storage costs and disposal fees, and who is responsible for completing the legal process required to obtain clear title before a vehicle or vessel may be disposed of.

    The applicable unit price for Bid Items 016, 017, and 018 shall constitute full compensation for all work necessary for removal and lawful disposition, including recovery, loading, transportation, required fuel and fluid removal, battery disposal, ownership and lien searches, notices, advertising, agency coordination, title documentation, and final disposal or recycling.

    The unit price shall include secure storage throughout all required holding periods and completion of the lawful disposition process, together with all necessary attorney fees, filing fees, court costs, administrative expenses, and disposal fees. The Contractor shall retain and pay appropriately licensed legal counsel as necessary.

    No separate or additional payment shall be made for these services or expenses.

61. Regarding the evaluation of pricing, does the County intend to add up all unit price line items to reach a total figure for comparison against other bidders, or will estimated quantities be assigned to calculate a total extended price? The "Est. QTY" column on the Bid Submittal Form is marked "N/A" for every line item.

    Estimated quantities are provided via this addendum.

62. If quantities are going to be assigned, what will they be?

    Please see attached.

63. Regarding all line items containing tipping fees, please take into consideration that the contractor cannot control landfill rates nor guarantee them for the term of the proposed contract. Typically, it is after activation when tipping fees are negotiated, often at a much better rate than the standard daily gate rate, depending on the quantity of debris. Can consideration be given to changing the scope to allow tipping fees and disposal fees to be considered a pass-through expense, whereby the contractor pays the tipping fees and invoices the County at direct cost with no markup?

    No. The successful Contractor is responsible for payment of all landfill fees and other costs required to perform the services. Such costs shall be considered by the Bidder when establishing the unit prices submitted. Tipping and disposal fees will not be treated as a separate pass-through expense.

64. If not, how will bids be evaluated on an apples-to-apples basis if respondents can submit any price for a tipping fee?

    The low bidder will be determined based on the method previously outlined.

65. The contract period runs from the date of execution through November 30, 2027, with an option to renew for a second and third year under identical price, terms, and conditions. Will equitable price adjustments be authorized either annually, such as through CPI, or at the time of contract renewal? A fixed multi-year price with no adjustment mechanism requires every bidder to price three years of labor, fuel, insurance and disposal cost escalation into year-one rates.

    No. The Bid Documents do not provide for CPI or other annual price adjustments. Renewal for a second or third year, if exercised, will be under identical process, terms, and conditions upon mutual consent of the Contractor and the County.

66. Bonding. The contractor must post a $1,000,000 contractual payment and performance bond at the time of contract execution, and must additionally execute payment and performance bonds equal to 100% of the estimated project cost upon each Notice of Activation. Please confirm whether the $1,000,000 bond must remain in force for the full contract term including any option years and be renewed annually at the contractor's expense. Because this contract carries no guaranteed work and the standing bond premium is a fixed cost borne by every bidder whether or not an event ever occurs, would the County consider accepting an irrevocable letter of credit in lieu of the standing bond, reducing the standing bond amount, or requiring the standing bond only upon issuance of a Notice of Activation?

    The County will retain the $1,000,000 contractual performance bond required at contract execution. This bond secures the contractor's obligations under the pre-event contract, including furnishing the required project bonds upon activation. It is separate from the performance and payment bonds required for each activated project.

    The contractual performance bond shall remain continuously effective throughout the initial contract term and any exercised renewal periods. The contractor shall provide renewal or continuation documentation as necessary to prevent a lapse in coverage. All associated premiums and continuation costs shall be borne by the contractor; no separate payment will be made.

    The County will not accept a letter of credit in lieu of the standing bond, reduce its amount, or defer its issuance until activation. The separate performance and payment bonds, each equal to 100% of the estimated activated project cost, remain required.

67. Liquidated damages. Page 8 provides for liquidated damages of $5,000 per calendar day for each day contract activities extend beyond the maximum allowable time. Please confirm that liquidated damages

will not be assessed, and that the completion periods will be extended accordingly, for delays outside the contractor's control, including County-directed suspensions of operations; County-directed changes in priority areas, work areas, or pass sequencing; inclement weather suspensions; delays in County, AEMA, FEMA, or FHWA approvals, including approvals required for stump extraction and hazardous tree removal; delays in obtaining rights of entry; landfill or debris management site closures; and force majeure events.

Requests for extensions of the contract completion period will be considered in accordance with the Bid Documents. Any extension of time must be authorized in writing by the County and, where applicable, approved by AEMA, FEMA, and/or FHWA. The County will not make a blanket determination in advance regarding the assessment of liquidated damages for the circumstances listed.

68. The first sentence on page 21 of the ITB begins with the phrase “reimbursement by the County.” The preceding portion of the sentence does not appear at the end of page 20. Please provide the missing language and/or clarify the complete requirement.

    Updated in bid specs.

69. Regarding Pricing Line Items 7 and 8, Removal of Hazardous Leaning Trees and Hanging Limbs, industry practice is for vegetative debris generated from these operations to be safely placed within the ROW and subsequently collected and compensated as regular vegetative debris. This approach allows collection crews to remove all eligible debris encountered during each pass without distinguishing between debris generated by hazardous tree/limb operations and other eligible vegetative debris placed at the ROW. Will the County confirm that this method of handling and compensating the resulting vegetative debris is acceptable?

    Yes. Confirmed.

70. Regarding Pricing Line Item 14, Waterway Debris Removal, the equipment and costs associated with removal can vary significantly depending on whether the work can be performed using land-based equipment or requires marine-based equipment and access. Please clarify whether Line Item 14 is intended to apply to both land-based and marine-based waterway debris removal. If both methods may be required, would the County consider establishing separate pricing line items for (1) land-based waterway debris removal and (2) marine-based waterway debris removal?

    Line Item 014 applies to the removal of debris from waterways through whatever means are necessary to perform the work. The County will not establish separate line items for land-based and marine-based waterway debris removal operations.

71. Could you please advise whether subcontractors can be listed or considered? We would also appreciate guidance on the qualifications, Alabama licensing, insurance, bonding, and vendor registration requirements that apply to a tree-service subcontractor.

    There will be no subcontractor listing for this bid.

72. We would also welcome clarification on whether Mobile County anticipates opportunities for smaller qualified equipment contractors to participate as subcontractors or supplemental equipment providers under the resulting debris removal contract.

    Subcontractors are welcome to coordinate with the Prime Contractor for activation.

73. How many copies of this would you like turned in? also do you want them loose pages or spiral bound?

    One copy. Spiral bound is acceptable.

74. Are tipping fees a pass-through cost?

    No.

75. How will Mobile County determine the lowest bidder?

    See previous answers.

76. Note No. 1 on the pricing schedule: For haul distances, the industry standard is road mile distance, most monitoring companies can track that with their ADMS. Would the County consider changing the straight-line distance to road mile distance?

    No.

77. Pages 1 and 3 require an Alabama general contractor's license. Please confirm whether this requirement applies to the disaster debris-removal services under this solicitation and, if so, which license classification is required. Must the bidder hold the license at bid submission, or may it be obtained before contract execution?

    Bidders shall hold a current Alabama prime general contractor's license, at the time of bid submission, with classification(s) appropriate to the work required under this contract.

    Acceptable classifications may include the following, provided the bidder's license authorizes the contracted scope of work:

    1.MU: Municipal & Utility.

    2.HS: Highways & Streets.

    3.H/RR: Heavy & Railroad.

    4.MU-S: Debris Removal.

    5.MU-S, HS-S, or H/RR-S: Clearing & Grubbing.

    6.Relevant SC specialties, including Clearing, Grubbing, and Snagging; ROW Clearing; and ROW Maintenance.

78. Is this solicitation solely for a standby contract for future disaster events, or does the County anticipate activating the awarded contractor immediately for debris removal associated with Hurricane Isaias?

    Future disaster events.

79. Paragraph 3 states that a bid bond being prepared on the form specified and signed by a bonding company authorized to do business in state of Alabama. I did not see a form specified by the county. Do we need to use the AIA or do you have a specific form for us to use?

    See previous answer.

END OF ADDENDUM NUMBER 5