



Town of Simsbury

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ADDENDUM No. 1

TOWN OF SIMSBURY

Invitation to Bid

FOR

Disaster Debris Removal

The information provided in this Addendum is intended to supplement and clarify the existing information in the ITB and is not to replace any part of the specification unless clearly indicated as such.

Below are responses to questions we received to date:

Question: Is the bid meant as a single source award?

Response: Yes, the Town of Simsbury is intending this to be awarded to a firm with which we could develop a relationship with and provide us the totality of the services in the bid. The town reserves all rights to have additional contractors in the future if it is in the Town's interest.

Question: Is the contractor to clean up the debris from town roads or just clean up the debris site where it is taken? Will the town look to use individual items from the price schedule?

Response: Yes, the intention of this bid is to have the contractor clean up the debris from the streets and then bring it to debris management site, reduce it and then dispose of it legally. The town may choose to pull one many or all the items on the schedule of prices as the disaster requires.

Question: Is there to be an annual meeting for coordination of this contract. Will the town provide any annual fee for the contractor to provide these services?

Response: The town has contracted with a debris monitoring contractor with whom we have annual meetings and training as needed. The town would want the contractor for this bid involved in this process and has provided an hourly fee to the pay schedule for these types of working hours, and a lump sum annual fee for being on call. The Town has also added a liquidated damages clause for failure to execute the contract in 48 hours prescribed. Revised Section 17 Is to replace Section 17 from original ITB.

Question: **Are there any minimum amounts for mobilization for different sized events?**

Response: *In order to review possible pricing models contractors might wish to present, the Town will add an additional column to the schedule of prices for FEMA declared events and Non-FEMA events. No work and no expenses should be inquired, unless the town contacts the contractor and initiates the contract work. Our intention is to call on contractors primarily for FEMA level events. Revised Schedule of Prices to replace Schedule of Prices from ITB*

All of the responses provided, are to be considered part of the Request for Proposals and be included in the scope of work for this project. The following revised documents are attached. These documents are to replace the original pages as described below:

- Invitation to bid, General Section 17 – Replace the existing section 17 with the revised section 17.
- The Schedule of Prices – Replace the existing Schedule of Prices with the revised Schedule of Prices

17. Time of the Essence:

Proposer understands that time is of the essence in the performance of this Contract. Town expects the contractor to be on site working within 48 hours of services being initiated with sufficient manpower to perform the work requested. If Contractor breaches its obligation to begin work within 48 hours, in accordance with the schedule provided or agreed to for an event, contractor shall pay the Town \$3000 per day for each day of delay as liquidated damages. The parties agree that quantifying losses arising from contractor's delay is inherently difficult insofar as delay may impact the Town's reputation or require the Town to provide concessions such as self-performing work or to the hiring of a different contractor to recuperate the lost time, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience with debris management work and given the nature of the losses that may result from delay. This provision shall not apply in the event of concurrent delay or delay caused by a third-party. Proposer agrees to work diligently to complete this Contract by the earliest possible date and to meet the prescribed milestones. Contractor and town will set and approve a mutually agreed upon schedule of milestones, based on the severity of the incident, when contract is initiated for a disaster. Example of milestone schedule provided below (all times are based on calendar days, following the Notice to Proceed):

EXAMPLE:

Significant Event –Wide Spread or Town Wide

Commencement of Work	48 Hours after Notice to Proceed
Completion of Curbside Pickup.....	35 days
Completion of all Reduction and Grinding of Debris.....	40 days
Complete Disposal of all Debris	45 days
Contract Completion (full site restoration)	50 days

In no event shall the time period for Completion of this Contract exceed number of days specified for the event type, from Notice to Proceed for complete performance in every respect under this Contract, unless the Town initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.

Failure to meet the prescribed milestone dates will result in a reduction in the payment quantity of the corresponding bid item, for all material hauled, processed or disposed of following the milestone date by 2% for each day beyond the milestone date.

	SCHEDULE OF PRICES			
Category	Description	Unit	Cost per Unit	
Annual On-Call Fee	A fee provided by the Town on an annual basis to ensure contractor's on call status. Contractor may choose to waive the need for this fee and leave section blank	Per Annum		
Hourly Fees For Non-Event Administration	To be used in the event the town requests services for meeting and other non-event related administration of contract. To be used at the direction and with the agreement of the town	Per Hour		
			Cost Per Unit Non-FEMA Event	Cost Per Unit FEMA Event
REMOVAL AND HAULING OF VEGETATIVE DEBRIS	From ROW to DMS, including eligible limbs and trees located on public property and ROW.	Per CY		
DMS Managment	Management of disaster related debris delivered to the DMS by the Contractor, Others, or Owner to include DMS preparation, inspection tower, maintenance, closure, and restoration to original condition in accordance to all local, state, and federal laws and regulations.	Per CY		
REDUCTION OF VEGETATIVE DEBRIS BY GRINDING	To a minimum 4:1 ratio at a DMS provided by the Owner. Grinding of disaster related debris delivered to the DMS by Contractor, Others, or Owner.	Per CY		
LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING	From DMS to a site approved by applicable state & federal regulations. Contractor to pay all tipping fees directly.	Per CY		
Eligible ROW C&D Debris Removal	Consisting of removal and transport of C&D debris on the ROW to a designated disposal facility.	Per CY		
REMOVAL OF HAZARDOUS HANGING LIMBS	The Contractor shall remove all eligible hazardous limbs over 2" in diameter and place them on public property or ROW.	Per Tree		
REMOVAL OF HAZARDOUS TREES	The Contractor shall remove eligible hazardous trees in the size categories listed (measured 54" above ground) and place them on public property or ROW.			
	6 inches to 11.99 inches diameter	EA		
	12 inches to 23.99 inches diameter	EA		
	24 inches to 35.99 inches diameter	EA		
	36 inches to 47.99 inches diameter	EA		
	Greater than 48 inches diameter	EA		
Removal of Eligible Hazardous Stumps	Consisting of removing hazardous stumps, backfill, transport and final disposal, all inclusive (Measured 24" above the ground)			
	24 inches to 35.99 inches diameter	EA		
	36 inches to 47.99 inches diameter	EA		
	Greater than 48 inches diameter	EA		

	SCHEDULE OF PRICES			
Category	Description	Unit	Cost Per Unit Non-FEMA Event	Cost Per Unit FEMA Event
WATERWAYS DEBRIS REMOVAL	Work consists of the removal, transportation and lawful processing and/or disposal of debris collected from waterways and drainage systems to a City approved DMS site or City Designated Final Disposal Site.	Per CY		
Demolition, Removal, and Transport of Structures	Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property.	Per CY		
Removal of Hazardous Tree from Private property		Per CY		
	6 inches to 11.99 inches diameter	EA		
	12 inches to 23.99 inches diameter	EA		
	24 inches to 35.99 inches diameter	EA		
	36 inches to 47.99 inches diameter	EA		
	Greater than 48 inches diameter	EA		
Removal Of Hazardous Stump from private property				
	24 inches to 35.99 inches diameter	EA		
	36 inches to 47.99 inches diameter	EA		
	Greater than 48 inches diameter	EA		
Eligible ROW White Goods Debris Removal	Work consists of the removal of Eligible White Goods from the ROW to a designated City approved DMS Site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall transportation Eligible White Goods to designated facility for recycling.	Per Pound		
Removal Of Harzardus Limb from private property	The Contractor shall remove all eligible hazardous limbs over 2" in diameter and place them on public property or ROW.	Per Tree		
Demolition Structure on Privateprperty (C&D)	Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property.	Per CY		
Removal, hauling, and recycling or disposal of eligible electronics waste.	Work consists of the removal of Eligible Electronic Waste from the ROW to a designated City approved DMS Site. The Contractor shall transport EligibleE-Waste to designated facility for recycling.	Per Pound		

	SCHEDULE OF PRICES			
Category	Description	Unit	Cost Per Unit Non-FEMA Event	Cost Per Unit FEMA Event
TRANSPORT & DISPOSAL of Eligible HHW	Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). City to designate specific materials to be collected as part of HHW program.	Per Pound		
ELIGIBLE DEAD ANIMAL CARCASSESS	Work consists of the recovery and disposal of dead animal carcasses.			
	Small animals, less than 100 pounds	EA		
	Large animals, more than 101 pounds	EA		
Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits.				