

TOWN OF SIMSBURY

**DEPARTMENT OF PUBLIC WORKS
933 HOPMEADOW STREET
SIMSBURY, CT 06070**

Invitation to Bid

FOR

**DISASTER DEBRIS REMOVAL
SIMSBURY, CT**

The Town of Simsbury is requesting sealed Bids from Qualified Disaster Debris Cleanup Contractors to facilitate the proper management and timely removal of debris generated by all FEMA eligible natural disasters. The goal is to facilitate prompt and efficient recovery through an established agreement that is reasonable, cost effective, and protective of human health and the environment.

The Invitation to Bid (ITB) is available online at:

<http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>

The Town of Simsbury reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of Town of Simsbury.

Questions regarding this ITB should be directed to Thomas J. Roy, PE – Director of Public Works, via email at pubworks@simsbury-ct.gov. In order to receive consideration, all questions must be submitted by the close of business 5 days prior to bid day. A response to all salient questions will be provided via addendum that will be posted on the Town's web site under the Finance page, RFQ's and RFP's prior to the close of business on 11/30/2020. Phone calls or requests for oral interpretations will not be taken. ;

Interested and qualified parties are to submit three (3) copies and one flash drive of their proposals in a sealed envelope, clearly marked "ITB Disaster Debris Removal" and addressed to Amy Meriwether, Director of Finance, Town of Simsbury, 933 Hopmeadow Street, Simsbury, CT 06070. **Proposals will be accepted until 10:00 AM on 12/3/2020.** No Proposals will be accepted after the date and time specified. No fax or email submissions will be accepted. Due to ongoing Coronavirus Concerns, there will not be a in person Bid opening. Results will be posted on the Town's website under the Finance page, RFQ's and RFP's.

TOWN OF SIMSBURY



**DEPARTMENT OF PUBLIC WORKS
66 TOWN FOREST ROAD
WEST SIMSBURY, CONNECTICUT 06092**

INVITATION TO BID

DISASTER DEBRIS REMOVAL

Submission Deadline:

Thursday, 12/3/2020 10:00AM

Submission Contact and Address:

Thomas J. Roy, P.E.
Director of Public Works
66 Town Forest Road
West Simsbury, CT 06092
Fax: 860- 408-5416
Email: pubworks@simsbury-ct.gov

Purpose:

The purpose of this ITB is to establish an agreement with a qualified contractor with appropriate experience and resources to respond and provide debris collection for emergencies including, but not limited to, natural disasters and man-made disasters or events. The goal is to facilitate prompt and efficient recovery through an established agreement that is reasonable, cost effective, and protective of human health and the environment.

**INVITATION TO BID
DISASTER DEBRIS REMOVAL
SIMSBURY, CT 06070**

1. General:

The Town of Simsbury ("Town") is soliciting proposals to enter into a pre-event contract, which would result in no immediate cost to the Town, with a qualified firm or firms to provide Disaster Debris Removal. This disposal services will aide in the recovery of local, state and federal natural or man-made disasters or events. The selected Proposer ("Contractor") shall be responsible for all services outlined in this Invitation to Bid.

Contractor must meet the following general qualifications:

1. Licensed to do business in the State of Connecticut
2. Able to provide services to clean up, remove, haul and dispose of Debris as defined in this ITB
3. Willing and capable of performing the services, including but not limited to, proper document preparation, management, and event closure services
4. Knowledgeable of and have experience in providing the services as described herein, and conduct its operations within the general parameters of FEMA's Public Assistance Program, unless otherwise directed by the Town
5. Capacity and resources necessary to meet all obligations of this Contract.

Contractor must further provide all information requested in this ITB.

2. Town of Simsbury

The Town of Simsbury is a suburban New England Community that has grown over the past several years and is continuing to grow. The population in Simsbury has increased from 5,000 in 1950 to over 25,000 today. The town is a suburb of Connecticut's capital city, Hartford, spanning over 34.5 sq. miles, located in the northern end of Farmington Valley approximately 14.5 miles west of Hartford.

3. Scope of Work:

The primary purpose of this scope of work is to maintain the public health, safety, and well-being of the Town and its citizens during the response to an emergency situation, as well as to restore the public areas of the Town to normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Proposal in the shortest time possible.

Duties shall include:

- Project management
- Coordination of recovery activities necessary to meet FEMA, FHWA and other federal reimbursement requirements
- Coordination with Funding Agency and Town Staff

- Provide equipment and personnel in sufficient quantity to collect, remove and lawfully dispose of all storm related debris
- Daily progress reports to Town Staff
- Community relations

In the event of a disaster, the Town has a contract with a debris monitoring management company, and they will be responsible for overseeing and monitoring the debris cleanup at the direction of the Town. These monitors will oversee the cleanup process and provide the town with the necessary documentation for the funding agency. The Removal contractor should maintain their own records as part of their duties.

The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage. All payments under this contract will be made only for services requested and approved by the Town.

Unless specifically stated otherwise, the Contractor shall provide and pay for all labor, tools, equipment, transportation, supervision, and other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified. Any and all services provided by the Contractor as well as labor, materials, and equipment used by the Contractor shall comply fully with all federal, state and local laws, regulations, and guidance. The Contractor shall disclose current and future debris management contractual obligations within the Northeast area throughout the term of the contract and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this Proposal. Such disclosure shall be provided to the Town within thirty (30) days of entering into the contractual obligation.

Per FEMA guidelines the Contractor shall provide a subcontractor plan that provides a clear description of the scope and percentage of work the Contractor may subcontract out and limiting use of subcontractors to only those approved by the Town.

The Town of Simsbury will follow all Federal procurement requirements for local governments. These requirements are provided at 2 C.F.R. § 200.318 through 200.326. The requirements include, but are not limited to:

- A. During the performance of this contract, the contractor agrees, if subcontracts are to be let, to take the following affirmative steps:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Prime contractor must follow the above steps if subcontracting.

Initiating Contract when a Major Disaster Occurs

When a major disaster occurs or is imminent, the Town will contact the firm(s) holding Disaster Debris Removal Contracts to advise them of the Town's intent to activate the contracts. Debris removal will generally be limited to debris in, upon or brought to public street and roads, right-of-ways, municipal properties and facilities, and other public sites.

In preparation of imminent severe storms, such as a hurricane strike, Contractor may be asked to stage outside the strike area. In this case, Contractors are to provide the emergency push into the Town.

The Town will issue the Contractor a written "Notice to Proceed" for each invocation of a service(s). Upon receipt of this notification the Contractor will begin coordination with the Director of Public Works or designated person(s).

A Contractor's representative shall be physically present at the Town's Emergency Operations Center within eight (8) hours after notification of need. Commencement of work shall begin within forty-eight (48) hours of issuance of Notice to Proceed. The Town may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations

Debris Removal Management

The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations. The Contractor will be required to furnish all labor, materials and equipment to accomplish the following:

1. Clearing and/or removal of debris from public right-of-way, streets or privately owned property as required for public safety,
2. Management and operation of Town's or the Contractor's approved temporary debris management sites or landfill sites. (The Contractor will be responsible for the lawful disposal, management and storage of all debris and debris-reduction by-products generated at all debris management sites.)
3. Demolition and removal of condemned structures that pose a threat to public safety as directed by the Director of Public Works or designated person(s)
4. Removal of eligible hazardous trees and limbs and placing resultant debris in safest possible right-of-way location to be collected per item 1
5. Removal of hazardous tree stumps determined hazardous to public rights-of-way as directed by the director of Public Works or designated person(s)

6. Gather permits for all services necessary for the disposal and containment of debris
7. Testing of debris when applicable and directed by the director of Public Works or designated person(s)

Disposal Requirements and Town Guidelines

Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this Proposal. No debris shall be loaded without the presence of a Town employee or a Town Designee (“Monitor”) issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time.

The Contractor shall maintain debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of ROW debris during the 1st and only pass and provide this information to the Monitor on a daily basis. To receive payment under this Proposal, Contractor shall submit an invoice to the Town for the debris hauled to the reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by a Town representative at each site. Contractor shall be paid solely on the tickets issued and verified by a Monitor at the reduction sites.

Household Hazardous Waste

Household Hazardous Waste (“HHW”) encountered by the Contractor is to be set aside. HHW disposal will be the responsibility of the resident. If the Town elects to provide for collection of HHW, the Town will designate HHW drop-off locations.

The following items are considered HHW for the purpose of this contract:

- Used Oil
- Batteries
- Paint
- Aerosol spray cans
- Pesticides
- Antifreeze
- Fluorescent light bulbs
- Propane tanks (household size)

The Contractor will setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The Contractor is responsible for the removal and disposal of this hazardous material.

Commercial and industrial hazardous waste generated by a disaster such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the Contractor, if qualified, or a qualified Sub-Contractor.

Putrescible garbage will be collected by Town or commercial waste haulers and is not to be collected or transported by Contractor forces.

Animal Carcass

It shall be the responsibility of the Contractor to remove and dispose of dead animals. Animal carcasses can be brought to the Town Landfill on Wolcott Road.

Demolition of Structures

In the event that debris or a structure is deemed to be an imminent threat to life, safety and/or health to the general public is present on private property the Contractor will accomplish the demolition and removal of structures and debris to the designated debris management sites. All debris or structures on private property must be identified and directed for removal by the Town, Director of Public Works or designated person(s). The Town will furnish the Contractor with all right of entry forms, hold harmless agreements, address, physical marking of each structure and all other documentation necessary for the demolition and removal.

Relationship between the Debris Management Director and Contractor

The Town Director of Public Works and/or designated Town staff, (“Director”) provide inspection, engineering and administrative services as needed to meet the requirements for FEMA and State reimbursement. The interaction between the Contractor and the Director is crucial to the success of the recovery operation. Between May and June each year, the Contractor(s) will hold a conference call with the Director for “Event Types” that require Temporary Debris Staging and Reduction Sites (TDSRS) the Contractor shall be available for technical assistance in site selection and operational planning. Selection of these sites is the first task done by the Debris Management Team. This first task will result in a map of the various sites and a basic operation plan for each site.

The Contractor must appoint an employee as the key contact for approval by the Director. The key contact must be a full time employee of the Contractor and the Director must be updated in the event of termination of employment with a new key contact.

4. Schedule of Prices: **See Next Page**

	SCHEDULE OF PRICES		
Category	Description	Unit	Cost per Unit
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
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
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.

5. Potential Scenarios:

Small Event – Wide Spread or Town Wide

In this event, the Contractor may provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources except that Town land may be provided for temporary storage. Any Town land provided shall be reclaimed at the conclusion of the work. The quantity shall not be so significant as to require specialized reduction in volume such as by grinding. Any debris waste (anything not recyclable) can be disposed of at a Resource Recovery Facility either by burning or land filling. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

Significant Event – Removal, Reduction, Hauling Wood Debris Only – Wide Spread or Town Wide

In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by the Town or Contractor. This event type may require the development and operation of TDSRS. Any Town land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

Significant Event – Removal, Reduction, Hauling and Separating Mixed Debris – Wide Spread or Town Wide

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch wood; recycle other) and haul debris to a recycling and disposal site(s) designated, managed, and operated by a Monitor or Contractor. All possible effort must be made to separate mixed debris. Town or Town's Monitor will need to approve any mix debris before hauling. This event type may require the development and operation of TDSRS.

Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any government land provided shall be reclaimed at the conclusion of the work.

Catastrophic Event – Removal, Reduction, Hauling and Separating Debris – Town Wide

In this event the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated, managed, and operated by the Town or State of Connecticut. All possible effort must be made to separate mixed debris. Town or Town's Monitor will need to approve any mix debris before hauling. Any Town or State land provided shall be reclaimed at the conclusion of the work.

This event type requires the development and operation of TDSRS.

Catastrophic Event – Site Management – Town Wide

In this event the contractor will be asked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed debris management sites Town wide. The contractor will be responsible

for all necessary traffic control, recycling, and all other necessary operations for the site(s) through close out of the site(s). Permitting will be in the name of the government agency. Any government land provided shall be reclaimed at the conclusion of the work.

6. Statement of Work:

Removal and Hauling Vegetative Debris, and Other ROW Debris

As identified by and directed by the Town or Monitor, the Contractor shall accomplish the complete pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. Contractor shall use mechanical equipment to load and reasonably compact debris into trucks. The Contractor shall haul vegetative debris to a temporary Debris Management Site(s) (DMS) within the community as designated by the Town. This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Contractor under pay items below and placed on public property or ROW. Payment under this pay item shall be based on a per cubic yard quantity.

Other types of debris to be hauled will include, but not be limited to the following, construction and demolition debris, HHW, white goods, E-waste, dead animal carcasses, waterway debris. These debris types will be removed by the contractor when identified and directed by the Town or Town's monitor. The payment for these items will be based on pay item/items in schedule of payment.

Non ROW Debris Removal

As identified by and directed by the Town or Monitor, the Contractor shall accomplish the complete pickup, loading, and hauling of all vegetative Debris collected from private property. Contractor shall use mechanical equipment to load and reasonably compact debris into trucks. The Contractor shall haul vegetative debris to a temporary Debris Management Site(s) (DMS) within the community as designated by the Town. This includes fallen tree and limb debris that is located on private property, as well as hazardous limbs and trees removed by the Contractor under pay items for this work in the schedule of payments.

Other types of debris to be hauled will include, but not be limited to the following, construction and demolition debris, HHW, white goods, E-waste, dead animal carcasses, waterway debris. These debris types will be removed by the contractor when identified and directed by the Town or Town's monitor. The payment for these items will be based on pay item/items in schedule of payment.

DMS Management

The Contractor shall manage one or more Debris Management Sites ("DMS") designated by the Town. Site management includes preparation, maintenance of site and ingress/egress, ingress/egress safety, and site closure, remediation, restoration to its original condition. The Contractor shall remove all Contractor equipment and temporary structures. DMS management shall comply with all laws and regulations. DMS management shall include site security and include segregation of types and sources of debris, as directed by the Town. The Contractor must provide and construct an inspection tower at each DMS in accordance with the Standard Instruction to Bidders. Payment under this pay item shall be based on a per cubic yard quantity.

Reduction of Vegetative Debris by Grinding

The Contractor shall reduce vegetative debris by grinding it to a minimum 4:1 ratio. This may include vegetative debris delivered to the DMS by the Contractor, Others, or by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

Loading, Hauling, and Disposal of Vegetative Debris Reduced by Grinding

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the Town or Monitor. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved location as directed by the Town or Monitor. The Contractor shall dispose of all residual debris from the DMS at an approved final disposition site. The Contractor must provide and construct an inspection tower at the final disposition site in accordance with the Standard Instruction to Bidders. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity [Tipping fees will be paid by the Town].

Removal of Hazardous Hanging Limbs

The Contractor shall remove hazardous hanging limbs (“hangers”) over 2” in diameter from trees on public property and ROW, as identified by the Town or Monitor. Trees with hazardous limbs must be identified by the Town or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under pay item 1 of the Schedule of Prices.

Removal of Hazardous Trees or Stumps

The Contractor shall remove hazardous leaning (“leaners”) or damaged trees 6” or greater in diameter (measured 54” above ground) from public property and ROW, as identified by the Town or Monitor. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Town or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Price Proposal. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled separately under pay item 1 of the Schedule of Prices.

When a disaster event uproots a tree or stump (i.e., more than 50% of the root ball is exposed) on a public ROW, and the exposed root ball poses an immediate threat to life, public health or safety, as identified by the Town or Monitor, then the contractor will remove, transport, dispose of, and provide fill for the root cavity of an eligible uprooted tree or stump. Stumps with a diameter of 24” or smaller, measured 24” from the ground, will be charged at the unit cost rate for regular vegetative debris, as such stumps do not require special equipment. If contractor incurs additional costs in picking up large stumps (over 24 inches in diameter, measured 24” from

ground) from rights-of-way, they will be approved on a case by case basis, and paid for, based on appropriate item/items in schedule of prices.

Priority of Work Areas

The Town will establish the priority of and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Town may choose to reassign areas at any time for any reason. The Contractor shall completely remove all debris from the collection work site. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Town or Monitor. Contractor will not be allowed to “cherry pick” debris.

Debris Ownership and Hauling Responsibilities

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris.

Debris Disposal

A. The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards and regulations. Final disposal locations will be at Connecticut Department of Energy and Environmental Protection approved facilities with prior notification to the Town and their consent on the proposed disposal site. Information regarding the location of final disposal shall be attached to this Contract in the form of an Addendum to this Contract. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Town.

B. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per applicable federal, state, or local criteria. Acceptance of proper closure by relevant government authorities must be documented by the Contractor prior to final payment under this Contract. Contractor will be responsible for performing applicable environmental baseline studies prior to utilizing a site.

C. Contractor acknowledges, represents, and warrants to the Town that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, or any other Federal, State or local agencies or authorities.

D. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

F. The Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

Contractor Equipment

A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all USDOT and state regulations, and are subject to the approval of the Town. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

B. The Contractor shall supply vinyl type placards identifying the Town, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter processing and disposal facilities.

C. The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of Debris from the DMS sites to the permanent disposal sites. The listing shall include the following information:

- a. Truck and/or trailer license number.
- b. Year, make, and color of each truck and/or trailer.
- c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.

D. Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Town shall not be paid for debris being transported.

E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees under this Contract.

7. Key Event Dates:

Invitation to Bid Issued 11/10/2020

Pre-Bid Conference 11/19/2020

Bids Due 12/3/2020

Commencement of Work Within ten (10) calendar days of Notice to Proceed

8. Pre-bid Conference

A pre-bid conference will be held by Zoom meeting at 11:00 Am 11/19/ 2020. The intent of this conference is to provide an outline of the project and to provide clarification to any potential bidders. Prospective bidders are encouraged to carefully review the Invitation to Bid in advance of this conference to provide for a meaningful discussion. All salient points of the conference and responses to any questions will be provided via addendum. Zoom invites will be provided upon request, requests can be made at pubworks@simsbury-ct.gov

9. Proposal Submission Instructions:

Interested and qualified consultants are to submit three (3) copies and one flash drive of their proposals in a sealed envelope, clearly marked "ITB Disaster Debris Removal & Management" and addressed to Amy Meriwether, Director of Finance, Town of Simsbury, 933 Hopmeadow Street, Simsbury, CT 06070. **Proposals will be accepted until 10:00 AM on 12/3/2020.** No Proposals will be accepted after the date and time specified. No fax or email submissions will be accepted.

10. Questions:

Any questions about this project should be directed to: Mr. Thomas J. Roy, PE, Director of Public Works by fax (860) 408-5416, email at pubworks@simsbury-ct.gov or by mail, Department of Public Works, 66 Town Forest Road, West Simsbury, CT 06092. To receive consideration, such questions must be received at least five (5) business days before the established date for receipt of bids. No oral interpretations shall be made to any respondent as to the meaning of any proposal documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions received via an addendum available to all prospective proposers. Such addenda will become part of this Invitation to Bid and the resulting contract. At least three (3) days prior to the receipt of proposals, the Town will post a copy of any addenda to its website, located at: <http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. It shall be the responsibility of each Proposer to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

11. Insurance Requirements:

The Contractor must carry the following types of insurance under which the Town is named as an additional insured on a primary and non-contributory basis, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

A. Workman's Compensation, as required by Connecticut State Statute.

Employer's Liability: at least \$100,000 per employee/ \$100,000 per incident, and \$500,000 per policy.

Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$2,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

B. Automobile (including owned, hired, non-owned) and Truck (Vehicular) Public Liability, Bodily Injury Liability, and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

C. Builders Risk including Fire and Extended coverage:
In an amount equal to the value of construction completed plus materials delivered to the site.

Insurance under B, and C above must provide for a 30-day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for at least twenty-four (24) months after acceptance of the project by the Town.

A waiver of subrogation is required in favor of the Town of Simsbury on all insurance policies, including workers' compensation.

Subcontractors must carry A, B and C in at least the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

NOTE: Coverage under "B" shall include XCU coverage as necessary, Collapse and Underground shall be provided for ALL Contracts. Explosion will be provided if specified, or prior to any blasting being performed under the Contract.

Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town of Simsbury from and against all claims, bodily injury and property damage,

judgments and expenses, including attorney fees that arise from and are alleged to arise from the performance of this Agreement. This provision shall survive termination of this Agreement.

13. Professional Services:

Proposers must review the Scope of Work, Potential Scenarios and Statement of Work and provide support for the fact that it has experience and expertise in providing services for post-disaster recovery work, including work that may be eligible for reimbursement by FEMA.

14. Payment to Contractor:

Contractor shall be paid for the services rendered and accepted in accordance with the unit prices specified in the Bid Form. To receive payment, Contractor shall submit an invoice to the Town's Monitor for the debris hauled to the temporary disposal site, which shall be calculated from load tickets.

Contractor shall be paid solely on the tickets issued and verified by the Monitor for the Town at the disposal facilities. All loads hauled shall be full and well compacted. When a load is delivered, the Town's Monitor shall issue the driver a load ticket. The Monitor at the disposal site will rate each load as a percent (%) of fully loaded capacity as predetermined through truck or trailer bed measurement by the Monitor. Each Monitor issued load ticket shall be the primary documentation of eligible work directed and approved by the Town.

Non ticket items (i.e. hazardous tree removal, debris haulout, and other miscellaneous services) requested by the Town or Town's monitor, will be paid for based on unit prices for these services in the bid form.

Contractor shall furnish and pay the cost of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and perform all other work required for the removal of all disaster 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.

Contractor shall clearly include the words "Final Invoice" on Contractor's final billing to the Town. This statement by Contractor shall constitute Contractor's certification that all services have been properly and completely performed by Contractor and all charges and costs have been properly invoiced to the Town. As well as the contractor having repaired any damages they incurred during the service of this contract. Since this account will thereupon be closed, any and all further charges if not properly included on this Final Invoice shall be deemed waived by Contractor.

15. Inspection by Contractor:

Contractor represents that it has inspected the areas where Debris is to be collected and removed and is familiar with the Town roadway system, roadway widths, and other factors that will affect the work to be performed and has not relied on any representation of conditions made by any officer, agent, or employee of the Town.

The Contractor understands that any information provided by the Town is meant only to assist the Contractor and Contractor agrees to rely on its own knowledge and investigation and not any

assistance provided by Town. Contractor acknowledges that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limiting housing availability, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

16. Hours of Work:

The Contractor shall operate during daylight hours coordinating with storage and disposal facilities, unless otherwise directed by the Town or Monitor. Removal of debris shall be restricted to between the hours from dawn to dusk. Bidder shall devote such time, attention, and resources to the performance of Proposer’s services and obligations hereunder as shall be necessary to complete this project. Proposer shall notify Monitor by close of business each Thursday whether weekend work is anticipated.

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. 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.

18. Safety:

Contractor shall provide a safe working environment and shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall

not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the Town. The Town reserves the right to curtail work efforts until unsafe practices are corrected. Contractor shall present to the Town, within 48 hours of the execution of this Contract, a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to employees or other persons associated with or in proximity to work zones. It shall be the responsibility of the Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable federal, state, and local laws and regulations regarding the use of such vehicles and equipment on public roadways.

19. Independent Contractor:

At all times and under all conditions, Proposer shall continue to be an independent contractor and shall not represent itself in any way as an agent of the Town. As independent contractors, Proposer and all sub-contractors are not entitled to any employment benefits.

20. Performance:

Proposer shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the Town; such performance by Proposer shall be in compliance with all applicable local, state, and federal laws and regulations.

21. Personnel:

Proposer represents and warrants to the Town that Proposer has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the Town or to have any contractual relationship with the Town. All services required of Proposer hereunder shall be performed by Proposer or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Any changes or substitutions in Proposer's key personnel must be approved in advance by the Town. Proposer represents and warrants to the Town that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Proposer shall remove from the work described in this Contract any person the Town deems to be incompetent, careless, or otherwise objectionable.

22. Contract Administration:

Services of the Proposer shall be under the general direction of the Director of Public Works, or his designee, (Monitor) who shall act as the Town's representative during the term of the Contract; however, the Director of Public Works shall not direct or control the means and methods of the Proposer's work.

23. Inspection Tower:

The Contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site/approved landfill specifically for this project, as described below or approved equivalent. The tower shall be of sound construction. The floor elevation of the tower shall be 10

foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by a 4 foot high wall with adjustable weather resistant curtains. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. Steps shall provide access with a handrail. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the Town/Monitor viewing and grading loads. FEMA or DEMHS may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.

24. Submittals Requirements:

Proposals shall include the following and shall be organized using each of the elements listed below as section headings:

- A. Firm Description: Provide a brief description of the firm including firm size, equipment available, and area of specialization, location of corporate headquarters, and location of office proposed to handle this project.
- B. Project Team: Provide names, resumes, and office locations of key staff who will be assigned to the project. Each team member's education and qualifications shall be listed. The project coordinators in the case of a FEMA eligible event should be clearly identified. If different consultants will be teaming together, indicate the lead consultant and identify any sub-consultants.
- C. Project Understanding: Provide a statement summarizing how the consultant and/or project team is particularly qualified for this project. Provide an overview of the principal elements of the proposal. A description of the proposer's approach to FEMA eligible events, any suggestions or concerns the Town should be aware of, proposed configuration of equipment, and any additional scope of work tasks proposed as necessary for the successful completion.
- D. Scope of Services: Describe the consultant's approach and technical plan for accomplishing the work listed herein. The Proposer is encouraged to elaborate and improve on the tasks listed in the ITB; however, the consultant shall not delete any requested scope tasks without clearly noting this in the submission.
- E. Schematic Design: layouts of the Town and where key destinations will be in the event of a disaster or FEMA eligible event.
- F. Comparable Projects: Description of related project experience, especially with other municipalities over the last 5 years. Include the client's name, a brief summary of the work, and role of key staff in each project.
- G. References: Three (3) references, including current contact name and phone number for similar projects.

25. Selection Process

The materials submitted by the Proposers will be reviewed and ranked by Town Staff. Evaluation will be based upon qualifications and cost. Cost will be a factor in determining the best Proposer for the Town.

The process will incorporate without limitation the following criteria:

- Understanding of the Town's requirements
- Relevant project experience
- Financial strength and stability
- Proposal completeness and compliance with the ITB's requirements
- Recent prior FEMA, FHWA and FDEM experience
- Customer service and maintenance capabilities
- References from past clients

Following the review by Town staff, a short list of qualified firms may be invited to participate in an interview process. Following this process, a preliminary selection will be made, where the Town will negotiate and enter into a contract with one firm to conduct the services.

END