

TOWN OF GLASTONBURY

INVITATION TO BID

<u>Bid #</u>	<u>Item</u>	<u>Date & Time Required</u>
GL-2012-09	Removal and Disposal of Storm Debris	November 21, 2011 @ 11:00 a.m.

The Town of Glastonbury is seeking bids for the removal and disposal of all FEMA eligible storm debris and dangerous trees and limbs from Town Rights of Ways and Town- owned property. Sealed bids for the above named project will be accepted at the Office of the Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033 until 11:00 a.m. on November 21, 2011 at which time and place they will be publicly opened and read aloud. The purpose of this bid is to facilitate the timely removal of all FEMA eligible storm debris and dangerous trees/limbs from Town Rights of Ways and Town- owned property.

Copies of the Bid Package may be obtained on the Town’s website at www.glastonbury-ct.gov or at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, CT 06033 (second level).

The Town of Glastonbury reserves the right to waive informalities or accept any or any part of any bids or reject any, all, or any part of, or the entire bid, when said action is deemed to be in the best interest of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

Sealed proposals must be accompanied with Bid Security. Bid Security shall be issued payable to the “Town of Glastonbury” in the form of a certified check or Bid Bond in an amount not less than ten percent (10%) of the total bid amount. A Performance Bond and Labor and Materials Bond for one hundred percent (100%) of the contract price will be required from the successful contractor.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority/Women/Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone
Purchasing Agent

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INFORMATION TO BIDDERS

1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. **AWARDING THE BID:** The award will be on the basis of bid total cost unless otherwise specified. The Town of Glastonbury reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town.

Bidders should understand that the quantities given in the Schedule of Prices of this Bid are based on preliminary estimates due to visual assessments of the storm damage, and are given solely as a basis for comparison of bids. The Town does not guarantee any of the quantities specified therein.

An award shall be made to the lowest responsive and responsible bidder. That bidder is the person or firm whose bid to perform the work is the lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein. **Bidders are asked to include with their bid a minimum of three (3) references to demonstrate experience and performance with similar projects.**

4. Bids will be carefully evaluated as to conformance with stated specifications.
5. **The envelope enclosing your bid should be clearly marked by bid number, time of bid, opening and date.**
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Glastonbury.

9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.
10. Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
11. A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.
12. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid / proposal.

16. Non Resident Contractors (IF APPLICABLE)

The Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **Upon award, all nonresident contractors must furnish a five percent (5%) sales tax guarantee bond (state form AU-766), or a cash bond for 5% of the total contract price (state form (AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Nonresident Contractors SN 2005 (12). If the above bond is not provided the Town is required to withhold 5% from Contractor's payments and forward it to the State DRS. Contractor must promptly furnish to the Town a copy of the **Certificate of Compliance** issued by the State DRS.

17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
19. It is the responsibility of the bidder to check the Town's website before submitting bid for addendums posted prior to bid opening.
20. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bid responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the bid for review. All bid pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the bid contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.
21. The Town of Glastonbury is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions. If required the contractor must supply the Town with a W-9 form for services rendered.

IMPORTANT: Failure to comply with general rules may result in disqualification of the bidder.

END OF INFORMATION TO BIDDERS

GENERAL SPECIFICATIONS

INTRODUCTION

The Town of Glastonbury is seeking bids for the removal and disposal of all Federal Emergency Management Agency (FEMA) eligible storm debris and dangerous trees and limbs from Town Rights of Ways and Town-owned property as directed by the Town. The Town wishes to complete this work in a manner that maximizes the potential for reimbursement from FEMA. Sealed bids for the above named project will be accepted at the Office of the Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033 until 11:00 a.m. on November 21, 2011 at which time and place they will be publicly opened and read aloud. The purpose of this bid is to facilitate the timely removal of all FEMA eligible storm debris and dangerous trees/limbs from Town Rights of Ways and Town-owned property.

KEY EVENT DATES

The following schedule is anticipated. The Town intends to adhere to this schedule as closely as possible but reserves the right to modify the schedule in the best interest of the Town as required.

Invitation to Bid Issued	November 16, 2011
Public Bid Opening	November 21, 2011 @ 11:00 a.m.
Bid Awarded	Within 48 hours
Commencement of Work	Within 48 hours of Notice to Proceed

QUESTIONS

Any technical questions regarding this bid shall be made in writing (email acceptable) and directed Daniel Pennington, Town Engineer, 2155 Main Street, PO Box 6523, Glastonbury, CT 06033; Daniel.pennington@glastonbury-ct.gov. Telephone (860) 652-7744 or Michael Bisi, Superintendent of Sanitation, 2155 Main Street, PO Box 6523, Glastonbury, CT 06033; Mike.bisi@glastonbury-ct.gov at (860) 652-7774 between the hours of 8:00 a.m. – 4:30 p.m. For administrative questions concerning this bid, please contact Mary F.Visone, Purchasing Agent, purchasing@glastonbury-ct.gov or (860) 652-7588. All questions, answers, and/or addenda, as applicable will be posted on the Town’s website at www.glastonbury-ct.gov. (Upon entering the website click on Bids & RFP’s). **It is the respondent’s responsibility to check the website for addenda prior to submission of any bid.**

INSURANCE

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town and the Board of Education its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The Bidder shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and the Board of Education and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable.

PROFESSIONAL SERVICES

Bidders must review the Scope of Services included herein 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. The Selected Contractor will be required to train selected Town staff in gathering data necessary for subsequent submission to FEMA such that potential for reimbursement is maximized.

Services under this item to include but not be limited to the following:

- Generation of forms and documents used by personnel to gather pertinent data.
- All training necessary to fully educate and/or certify staff to properly monitor operations in accordance with FEMA requirements.
- All tasks associated with Professional Services shall be performed by the Contractor at no additional charge to the Town.

PAYMENT TO BIDDER

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

Bidder shall be paid solely on the tickets issued and verified by the Monitor for the Owner at the disposal facilities. All loads hauled shall be full and well compacted. When a load is delivered, the Owner's Monitor shall issue the driver a load ticket. The Monitor at the disposal site will rate each load as a % 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 Owner.

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, forms 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.

Bidder shall clearly include the words "final invoice" on Bidder's final billing to the Owner. This statement by Bidder shall constitute Bidder's certification that all services have been properly and completely performed by Bidder and all charges and costs have been properly invoiced to the Owner. 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 Bidder.

INSPECTION BY CONTRACTOR

Contractor represents that it has inspected the areas where Debris is to be collected and removed and is familiar with Owner 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 Owner. Contractor understands that any information provided by the Owner is meant only to assist the Contractor and Contractor agrees to rely on its own knowledge and investigation and not any assistance provided by Owner. 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.

HOURS OF WORK

The Bidder shall operate during daylight hours coordinating with storage and disposal facilities, unless otherwise directed by the Owner's designated representative. 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 Bidder's services and obligations hereunder as shall be necessary to complete this project. Bidder shall notify Monitor by close of business each Thursday whether weekend work is anticipated.

TIME OF THE ESSENCE

Bidder understands that time is of the essence in the performance of this Contract. Bidder agrees to work diligently to complete this Contract by the earliest possible date; however, in no event shall the time period for Completion of this contract exceed 45 calendar days from Notice to Proceed for complete performance in every respect under this Contract, unless Owner 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.

SAFETY

Bidder shall provide a safe working environment and shall be responsible for the conduct and actions of all of its employees and subcontractors. Bidder'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 Owner. The Owner reserves the right to curtail work efforts until unsafe practices are corrected. Bidder shall present to the Owner, 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 Bidder 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.

INDEPENDENT CONTRACTOR

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

PERFORMANCE

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

PERSONNEL

Bidder represents and warrants to the Owner that Bidder 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 Owner or to have any contractual relationship with the Owner. All services required of Bidder hereunder shall be performed by

Bidder 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 Bidder's key personnel must be approved in advance by the Owner. Bidder represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Bidder shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless, or otherwise objectionable.

CONTRACT ADMINISTRATION

Services of the Bidder shall be under the general direction of the Town Manager, or his designee, who shall act as the Owner's representative during the term of the Contract; however, the Town Manager or his designee, shall not direct or control the means and methods of the Bidder's work.

END OF GENERAL SPECIFICATIONS

SCOPE OF SERVICES

The primary purpose of this scope of work is to maintain the public health, safety, and well being of Owner and its citizens during the response to an emergency situation, as well as to restore the public areas of Owner to a 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 Contract in the shortest time possible. The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose debris that is unrelated to disaster damage. Direction by the Owner in this proposal shall also mean direction by the Monitor.

Trees, limbs, and debris (including fallen tress) 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 contract. No debris shall be loaded without the presence of a 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 requirement. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of ROW debris during each pass and provide this information to the Monitor on a daily basis. To receive payment under this Contract, Contractor shall submit an invoice to the Monitor 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 an Owner representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction sites.

REMOVAL AND HAULING VEGETATIVE DEBRIS (Item 1)

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the 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 Owner. 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. The Contractor shall provide an inspection tower. Payment under this pay item shall be based on a per cubic yard quantity.

DMS SITE MANAGEMENT (Item 2)

The Contractor shall manage one or more Debris Management Sites (DMS) designated by the Owner. Site management, debris reduction, and site closure 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 Owner. Payment under this pay item shall be based on a per site basis.

CLOSURE AND REMEDIATION OF DMS (Item 3)

The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from DMS and approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the DMS site(s) to its original state prior to use by

CONTRACTOR. Payment under this pay item shall be based on a per site basis.

REDUCTION OF VEGETATIVE DEBRIS BY GRINDING: (Item 4)

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, by the Owner, or by others. Payment under this pay item shall be based on a per cubic yard quantity.

LOADING, HAULING AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING (Item 5)

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the Owner. 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 Owner or Monitor. 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 Owner].

REMOVAL OF HAZARDOUS HANGING LIMBS (Item 6)

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees on public property and ROW, as identified by the Owner or Monitor. 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 above {Tipping fees will be paid by Owner}.

REMOVAL OF HAZARDOUS LEANING TREES (Item 7)

The Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 54" above ground) from public property and ROW, as identified by the Owner 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 must be flush cut as close as possible to ground. Hazardous trees shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis in size categories as shown in the schedule of prices. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled separately under pay item 1 above.

PRIORITY OF WORK AREAS

The Owner 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 Owner may choose to reassign areas at any time for any reason. The contractor shall remove all debris and leave the site from which the Debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less that is not picked up by equipment, machinery, and general laborers used by the Contractor). Determination of when a site is in a clean and

neat condition will be at the reasonable judgment of the Owner or its agent. **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 Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be as directed by the Town. 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 Owner.

B. If Contractor hauls debris to a temporary DMS that was 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 Owner 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, fee, fines, claims, etc., which may arise from its hauling of materials not covered by this scope of work.

E. Contractor is responsible for determining and complying with applicable requirements for security 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 Owner. 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 pickup any oil spilled from loading or hauling vehicles.

B. The Contractor shall supply vinyl type placards identifying the Owner, 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:

1. Truck and/or trailer license number.
2. Year, make, and color of each truck and/or trailer.
3. 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 Owner 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.

END OF SCOPE OF SERVICES

TOWN OF GLASTONBURY

GL-2012-09
BP-1

Proposal of _____ (hereinafter called
“Respondent”), organized and existing under the laws of the State of _____
doing business as _____
_____.

To the Town of Glastonbury (hereinafter called “Town”).

In compliance with your Invitation to Bid, the Respondent hereby proposes to furnish materials
And/or services as per Bid Number **GL-2012-09** in strict accordance with the Bid
Documents within the time set forth therein, and at the prices stated below.

By submission of this bid, the Respondent certifies, and in the case of a joint bid each party
There to certifies as to their own organization that this bid has been arrived at independently
Without consultation, communication, or agreement as to any matter relating to this bid
with any other Respondent or with any competitor.

The Respondent acknowledges receipt of the following:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

It is the responsibility of the bidder to check the Town’s website for any Addendum before submitting the bid.

			BP-2
TOWN F GLASTONBURY		GL # or RPGL #	GL-2012-09
BID / PROPOSAL		DATE / TIME DUE	11-21-11 @ 11:00
DATE ADVERTISED	11-16-11		a.m.
<hr/>			
NAME OF PROJECT	Storm Debris Removal and Disposal		
<hr/>			

Other Items Required with Submission of Bid Proposal:

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

Bid Checklist:

- _____ 1. Included Bid Bond as per Information for Bidders.
- _____ 2. Included Disclosure of Past and Pending Mediation, Arbitration, and Litigation cases against the Bidder or its Principals as per Information for Bidders.
- _____ 3. Checked Town web site for Addendums and acknowledged Addendums on page BP-1.
- _____ 4. Acknowledged Code of Ethics on page BP-2.
- _____ 5. Clearly marked envelope with Bid Number, Date, and Time of opening.
- _____ 6. References (a minimum of 3)

It is the responsibility of the Respondent to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it also THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN’S WEBSITE BEFORE SUBMITTING BID FOR ADDENDUMS POSTED PRIOR TO BID OPENING.

CODE OF ETHICS:

I/ We have reviewed a copy of the Town of Glastonbury’s Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes _____ No _____ *

***Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the bidder has not agreed to the above statement.**

Company Name: _____

TOWN OF GLASTONBURY

**GL-2012-09
BP-3**

SCHEDULE OF PRICES

	Unit	Cost per Unit	Estimated Total Units	Total
Item 1				
REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under other pay items below.				
0.0 - 15.9 miles	CY		70,000	
16 - 30 miles	CY		0	
Item 2				
DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or Owner.				
	Site		4	
Item 3				
DMS SITE CLOSURE Restoration of each DMS to its original condition.				
	Site		4	
Item 4 GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE OWNER. Grinding of disaster related debris delivered to the DMS by Contractor or Owner.				
0.0 - 15.9 miles	CY		120,000	
16 - 30 miles	CY		0	

Company Name:

	Unit	Cost per Unit	Estimated Total	Total
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Item 5			Units	
LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING TO MIN. 4:1 RATIO FROM DMS TO AN APPROVED SITE AS DIRECTED BY THE OWNER, Owner to pay all tipping fees directly.				
0.0 - 15.9 miles	CY		15,000	
16 - 30 miles	CY		15,000	
Item 6				
REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous limbs over 2" in diameter and place them on public property or ROW.				
0.0 - 15.9 miles	Tree		5,000	
16 - 30 miles	Tree		0	
Item 7				
REMOVAL OF HAZARDOUS TREES. The Contractor shall remove 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	Tree		1,500	
12 inches to 23.99 inches diameter	Tree		400	
24 inches to 35.99 inches diameter	Tree		100	
36 inches to 47.99 inches diameter	Tree		5	
Greater than 48 inches diameter	Tree		0	

Total Bid Amount (Items 1-7)

\$

Written Amount:

This BID is submitted in full compliance with the conditions outlined in the Contract Documents. BIDDER has responded to and completely filled in all required spaces in the BID document.

Company Name: _____

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number / Fax Number

E:mail Address

SS # or TIN#