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# **TOWN OF CLINTON**

## **DEPARTMENT OF PUBLIC WORKS**

Request for Proposals for  
Debris Services

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**RFP: DPW 2022-16**

**Proposal Submission Deadline: July 13, 2022**

**Return to:**

**Office of Town Manager  
54 East Main Street,  
Clinton CT: 06413**

**IMPORTANT  
INFORMATION TO  
BIDDERS**

**It is YOUR responsibility to register with the office of First Selectman if you use the TOWN WEB SITE to download this RFP/BID. Failure to register may prevent you from receiving important addendums, changes or answers to questions submitted by other vendors regarding the specifications. The Town of Clinton assumes no responsibilities for defects and/or omissions in Bid responses due to failure to register with the Office of Town Manager.**

**It is strongly recommended that you E-mail the following information to  
[mschettino@clintonct.org](mailto:mschettino@clintonct.org)**

**Name:**

**Email Address:**

**Phone:**

**Bid Name:**

**Bid Number:**

**Mailing Address:**

**Disaster Services**  
**RFP: DPW 2022-16**

**The Town of Clinton, CT is hereby advertising for disaster debris removal services in order to deal with a major storm, disaster, or other event. The Town will accept proposals from qualified contractors with experience in disaster and debris removal services.**

**The contractor must meet all Federal, State and local laws, regulations, ordinances and permitting requirements when completing assigned work. All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the Town. No work shall commence without written authorization (Notice to Proceed) from the Town. No retainer shall be paid in order to keep the Contract in effect.**

**Only Hard Copies (2) will be accepted. Please include a flash drive (1) of your proposal.  
Proposals shall be clearly labeled: DPW 2022-16**

**All questions are to be directed to:**

**Todd Hajek, Director:**  
**[thajek@clintonct.org](mailto:thajek@clintonct.org)(email only)**

**Copied to**  
**Donna Aleman, Administrative Assistant:**

**[dnavy@clintonct.org](mailto:dnavy@clintonct.org)**

**Proposals will be accepted at the:**  
**Office of Town Manager**  
**Until 11:00 AM**  
**On July 13, 2022**  
**54 East Main Street,**  
**Clinton CT: 06413**

## TOWN OF CLINTON

### REQUEST FOR PROPOSALS FOR DEBRIS SERVICES

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The Town of Clinton, hereinafter “Town”, is hereby advertising for disaster debris removal services in order to deal with a major storm, disaster, or other event. The Town will accept proposals from qualified contractors with experience in disaster and debris removal services.

The contractor must meet all Federal, State and local laws, regulations, ordinances and permitting requirements when completing assigned work. All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the Town. No work shall commence without written authorization (Notice to Proceed) from the Town. No retainer shall be paid in order to keep the Contract in effect.

Please submit Proposals in the following form:

<b><u>Description:</u></b>	<b><u>Weight in Evaluation:</u></b>
<b>Experience:</b> Firm's knowledge of the area to be served and local environmental regulations as well as past performance history.	25%
<b>Technical Capabilities:</b> Firm's approach to debris management; safety; planning; Town staff augmentation; project management; technical support for reimbursement procedures; ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support; and assistance in developing public information regarding recovery efforts.	20%
<b>Equipment:</b> A listing of equipment owned by or available to your firm, dedicated to debris removal and recovery services. Please do not list rented or leased equipment.	20%
<b>Reasonableness of Price:</b> Completed Fee Schedule attached.	20%
<b>Vendor Questionnaire and Interview:</b> Completed Vendor Questionnaire attached. Additionally, an interview may be requested by the Town and weighted with the questionnaire.	15%
<b>Insurance Requirements</b>	Pass/Fail

## **NOTES:**

The Town reserves the right to reject any or all proposals, if deemed in its best interest, as well as waive minor irregularities in the evaluation procedures. The Town reserves the right to negotiate modifications to proposals.

### **Proposals shall be submitted to:**

**Town of Clinton  
Office of Town Manager  
54 East Main Street  
Clinton CT. 06413**

### **Responses should be clearly labeled: DPW 2022-16**

Proposals shall include the information listed above, specific acknowledgements or comments on the notes and provisions, and no more than twelve (12) additional “letter” (8.5” x 11”) size pages.

Four (4) copies of proposals plus one copy on flash drive must be received by 11:00 AM on July 6, 2022 to the office of the Town in order to be considered responsive. Proposals submitted after this time may not be considered.

It is highly recommended that the contractor thoroughly review the Town’s geography prior to submitting its proposal. The Public Works Director will meet with any prospective contractor, if requested, on these issues prior to the deadline. The Town utilizes the Transfer Station in Clinton, CT for Construction and Debris Material and one or more in-town Temporary Debris Storage and Reduction Sites for Vegetative Debris.

### **Please review this information carefully:**

- The contractor shall include within the proposal any other typical costs or items that are foreseeable, which are not included in this Request for Proposals.
- The contractor should be as self-sufficient as possible. During disasters, restaurants and lodging establishments are extremely limited and fueling stations may be completely nonoperational. Electrical outages in portions of the Town following substantial disasters can exceed seven (7) days.
- The Town may, if necessary, interview a maximum of three (3) potential contractors. Interviews will be conducted within forty-five (45) days of the deadline submission date.
- The Town encourages the participation of small and minority businesses, women's business enterprises, and labor surplus area firms in the response of this proposal.

## DEFINITIONS

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**CONSTRUCTION AND DEMOLITION DEBRIS (C&D)** – Damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings and fixtures *as a result of a Federally declared disaster*.

**CONTRACT DEBRIS REMOVAL CREW** - A contractor's debris removal crew comprised of properly trained personnel, in accordance with business best practices and FEMA Public Assistance Program and Policy Guide (PAPPG) dated June 1,2020 and appropriate equipment to properly remove debris. The minimum staffing per crew shall be six (6) persons and will include, at a minimum:

- One self-propelled piece of loading equipment (or each hauling unit shall be equipped with self-loading capabilities);
- Sufficient hauling units to provide at least 100 cubic yards of hauling capacity;
- One foreman;
- Operators for loading and hauling equipment; and
- Certified flaggers necessary for the proper maintenance of traffic.

**NOTE:** Crew members assigned multiple duties, such as haul truck driver and loader operator, will only be counted as one crew member. The foreman and flaggers shall not be assigned any other duties and will not be used or counted as operators or laborers.

**DEBRIS CLASSIFICATION** - All storm or disaster related debris must be generally categorized into one of the following groups:

- Vegetative Debris (trees, limbs, stumps, grass, etc.)
- Marsh Grass Debris
- Construction and Demolition (C&D) Debris
- Household Hazardous Waste
- White Goods (i.e. discarded household appliances)
- Putrescent Debris (debris that will decompose or rot such as animal carcasses or other fleshy organic matter)
- Vehicles, Vessels and Trailers
- Soil, Mud and Sand

**DEBRIS MANAGEMENT SITE (DMS):** Location(s) provided by the Town for debris. The site will also be evaluated and approved by the Town for the purposes of staging, reduction or final disposal of disaster-generated debris. Activities conducted at these sites might include:

- Wood waste Chipping, Grinding and/or Composting
- Wood waste Burning Operations (using an air curtain incinerator if approved by Town and properly permitted through CT Department of Energy and Environmental Protection)
- Construction and Demolition Debris Staging or Disposal
- Staging of Vessels and Vehicles
- Staging of Special Debris (Munitions and Ordnance, Household Hazardous Materials, Compressed Gas Tanks, Electronic Goods, White Goods and Tires).

**ELIGIBLE DEBRIS** - Any one of the types of storm or disaster related debris which is not classified as ineligible.

**FIRST PASS** - The first phase of debris removal operations which generally include, but are not limited to, the following: leaner/hanger cutting and trimming; vegetative debris removal; and construction and demolition debris removal.

**HANGER** - Any storm damaged limb that is still hanging in the tree and is threatening or hazardous to a public use area such as a sidewalk, road, etc.

**HAZARDOUS WASTE** – Waste with properties that make it potentially harmful to human health or the environment.

**HOUSEHOLD HAZARDOUS WASTE** – hazardous products and materials that are used and disposed of by residential, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides and other products or materials containing volatile chemicals that catch fire, react or explode under certain circumstances that are toxic or corrosive.

**INELIGIBLE DEBRIS** - Any one of the classifications or types of storm or disaster related debris which meets any one of the following criteria is ineligible:

- Debris originating from restoration/construction activities such as new roofs, new siding, etc.
- Debris that originates from any undeveloped properties such as pastures, agricultural fields, timber land, etc.
- Debris that originates from any commercial properties.
- Debris that is being generated from a contracted demolition, restoration, and construction work.
- Debris that is not related to the storm or disaster.

**LEANER** - Any tree damaged from the storm or event which is in the right-of-way and is leaning hazardously or has a potential to fall in the future due to damage from the storm or event which is threatening to a public use area, such as a sidewalk, road, etc. The tree's root system may be totally detached, partially detached or fully attached to the ground. The tree's weight may be partially or fully supported by adjacent trees or the tree may have more than 50% of the crown broken.

**PASS** - A phase or stage of debris removal operations to completely remove all types of debris on a specific route or portion of a route. It is composed of multiple sweeps for each type of debris.

**PUTRESCENT DEBRIS** – Any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter.

**SECOND PASS** - The second phase of debris removal operations which generally includes, but is not limited to, the following: vegetative debris removal; construction and demolition debris removal; and other debris type removal.

**SUBJECT MATTER EXPERT SUPPORT** – Individuals available to the Town for consultation for debris management to include Household Hazardous Waste consultants, arborists and other knowledge areas as necessary.

**SWEEP** - A portion of a debris removal “Pass” to completely remove one specific type of debris such as vegetative or C&D on a specific route or portion of a route.

**VEGETATIVE DEBRIS** – Whole trees, tree stumps, tree branches, tree trunks and other leafy material.

**WHITE GOODS** - Storm generated debris of household appliances, such as refrigerators, stoves, ovens, washing machines, clothes dryers, dishwashers, freezers, etc.

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## **SAMPLE PRE-EVENT AGREEMENT FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES**

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### **I. SCOPE**

The Contractor is to perform the work as defined in the Request for Proposals and amendments, if any (“Work”). The Request for Proposals is incorporated by reference herein and made part of this binding agreement.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, labor and consumables to complete the Work.

### **II. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor’s Proposal which have been incorporated by reference into the final Agreement;
3. Town’s Request for Proposal;
4. Contractor’s Proposal

### **III. TERM OF AGREEMENT**

The period of this Agreement shall be for Three (3) years, beginning on 7/15/2022, and ending on 6/30/2025. This Agreement shall be extended for One (1) additional two(2) year periods unless either the Town or the Contractor notifies the other in writing not less than ninety (90) days prior to 6/30/2025 that the contract will not be extended beyond 6/30/2025.

### **IV. COMPENSATION**

The contractor agrees to provide services and materials as specified in its proposal to the Town at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

### **V. PAYMENT**

All invoices received by the Town are payable within Thirty (30) days from receipt, provided they have first been approved by the Town and the Town has accepted the Work. However, payment may be delayed up to Ninety (90) days due to the State and FEMA reporting and reimbursement process, when applicable. All invoices shall be directed to:

**Clinton Department of Public Works  
ATTN: Todd Hajek, Director  
117 Nod Road  
Clinton, CT. 06413**

## VI. GENERAL CONDITIONS

### A. Termination

- The performance of Work under this agreement may be terminated by the Town in whole or in part, in writing, whenever the Town shall determine that the Contractor has failed to meet the performance requirements of this Agreement or the Town is no longer able to support the contract for any reason. Debris to be removed by the Contractor will be designated by a Town official, inspector, or other personnel approved by the Town.
- The Town has the right to terminate for default if the Contractor fails to make delivery of the supplies, perform the Work or fail to perform any other provisions of the Agreement.
- The Town has the right to terminate this agreement for convenience.

### B. Performance Requirements and Services

- The services to be provided by Contractor for the Town include those which are necessary for the removal of storm generated debris from Town streets, right-of-ways, public parks and public places, including, but not limited to personal/private property and debris placed on or in these public sites as approved by the Town.
- Notice to proceed with the Work: The Work under this contract will commence when notice to proceed is given. Maximum allowable time for completion will be determined at that time as well. Subsequent changes in cost and completion time will be equitably negotiated by both parties pursuant to applicable State law. Liquidated damages shall be assessed at \$3,750/calendar day for any days over the approved contract amount. The Contractor agrees that this amount is reasonable and proportionate to the amount of damage sustained in the event the Contractor does not complete the Work within the maximum allowable time for completion of the Work.
- The contractor will provide a complete list of all subcontractors (including any subcontractors working for the subcontractors) or related companies providing equipment manpower for the contracted services prior to the initial request for payment. The contractor will maintain a current list of subcontractors and submit any changes to the Town prior to any subsequent requests for payment.

### C. Debris Classification

- All storm or disaster related debris will be generally categorized into one of the following types:
  - Vegetative Debris (trees, limbs, stumps, grass, etc.)
  - Marsh Grass Debris
  - Construction and Demolition (C&D) Debris
  - Household Hazardous Waste
  - White Goods (i.e. discarded household appliances)
  - Putrescent Debris (debris that will not decompose or rot such as animal carcasses or other fleshy organic matter)
  - Vehicles, Vessels and Trailers
  - Soil, Mud and Sand

- Debris to be removed by the Contractor will be designated by a Town official, inspector, or other personnel approved by the Town.
- The method(s) utilized for debris removal under this agreement are to be determined by the Contractor and approved by the Town. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws and personnel necessary to accomplish the objective of the Town. The Work to be performed under this agreement shall consist of the Contractor clearing and removing any and all eligible debris for the Town by a process including the following:
  1. Examination of debris to be hauled;
  2. Cutting, clearing, stacking, sorting or moving debris to facilitate loading;
  3. Loading and hauling debris to location(s) approved by the Town.
- The Town may instruct the Contractor to grind or recycle the Town's excess green waste materials.
- The Contractor shall perform work so as not to interfere with the normal operations of the Town, State, and/or Federal functions and/or violate existing regulations of these or other regulatory agencies.
- Planning and training standards shall be consistent with the Town Emergency Management Plans, State plans and federal government programs and plans. All plans and training will be conducted in compliance with the National Incident Management System (NIMS).

D. Bonding Requirements

Payment and Performance Bond

The Contractor, at the time of the notice to proceed, must deposit with the Project Manager, a surety company bond for the satisfactory completion of the Work and surety company bond for the payment of debts pertaining to materials, rental of equipment, and labor used or employed in its performance of the Work under the Contract. These bonds shall each be in an amount equal to the anticipated contract amount, as prescribed in the notice to proceed. The forms of the bonds shall be those provided by the Town. The surety must be a corporate surety licensed to sign surety bonds in the State of Connecticut. The costs of these bonds shall be included in the costs of the Project, and the Town shall not reimburse the Contractor for them under any listed Contract item.

In conformance with Section 49-41a of the Connecticut General Statutes as revised, the Contractor shall, (1) within 30 days after payment to the Contractor by the Town, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Town; (2) and shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within 30 days after such subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such subcontractor.

If the Contractor believes it has a valid reason for withholding payment for particular Work or materials from a subcontractor/supplier, the Contractor, within 30 days of receiving payment from the Town for that Work or materials, shall notify the subcontractor/supplier and the Town of its reasons for withholding payment.

NOTE:

- A bid bond is not required as this is for “as needed” services
- The Contractor will not proceed with the Work, upon activation of this Agreement, until it provides evidence that a performance and payment bond has been executed and secured for the Work. The awarded Contractor shall submit performance and payment bonds as specified in this Request for Proposals.

E. Financial Capability

1. Bank Reference: At the time of bid, the Contractor shall provide evidence in the form of a letter from its bank confirming its financial capability to finance a volume of Work in excess of one million dollars for a minimum of 45 days without interference or a slow-down in the Work.

F. Indemnification and Insurance

1. Indemnity

The Contractor hereby agrees to defend, indemnify and hold harmless the Town, its officers, agents, and employees from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions - including attorney's fees for trial and appeal, and for the preparation of same - arising out of the Contractor's, its officers', agents', and employees' acts, errors or omissions associated with this Agreement and any breach by contractor, its officers, agents and employees of the terms of this Agreement.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain the following types of insurance and coverage amounts during this Agreement, naming the Town as an additional party insured:

(a.) Commercial General Liability Insurance

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the Town, protecting and insuring against all the foregoing with coverage limits of not less than:

Combined Single Limit: \$1,000,000

General Aggregate: \$2,000,000

Products/Completed Operations Aggregate: \$2,000,000

(b.) Automobile Liability Insurance

Combined Single Limit: \$1,000,000

Each Accident: \$1,000,000

(c.) Umbrella (Excess Liability)

Each Occurrence: \$5,000,000

Aggregate: \$5,000,000

(d.) Worker's Compensation and WC Statutory Limits

Employers' Liability Each Accident: \$500,000  
Employers' Liability Disease Each Employee: \$500,000  
Employers' Liability Disease Policy Limit: \$500,000

(e.) Insurance Certificates

Contractor proposals may have generic insurance certificates inserted illustrating coverage limits available to the Contractor. Following the notice of award, the Contractor shall provide the Town with certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the Town to be kept on file with the Town for the duration of the contract. Said Commercial General Liability policy shall provide that the Town be an additional named insured. The Town shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the Town and licensed and authorized to do business under the laws of Connecticut.

G. Acceptance of Work

It will be deemed that the Town has accepted the Work after the Contractor is notified by the First Selectman (or his/her representative) of its satisfaction that the Work is completed.

H. Correction of Work

The Contractor shall promptly correct all Work rejected by the Town as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. Rejected Work shall consist of that Work which is deemed ineligible by the Town's representative.

I. Right to Audit Records

The Town shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

**NOTE: Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement from the date of final payment.**

J. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement.

The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

## VII. SPECIFIC PROVISIONS

- The successful contractor must have a representative present in the Town's Office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the successful contractor may need to pre-stage in the region. The pre-staging of equipment shall be at the contractor's expense.
- Emergency road clearing on highway right of ways (ROW) shall be performed on a time and material basis only as authorized by the Town and up to seventy (70) hours or other limits allowed by Federal requirements as applicable and with a pre-negotiated not to exceed amount. However, experience has shown that municipal agencies, utility providers, and homeowners generally have the initial cut through promptly completed. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the Town.
- The Town will supply the Contractor with a list of potential local sub-contractors, if requested in writing.
- The Contractor shall provide necessary security and oversight for all operations.
- The Contractor shall not burn any vegetative debris or deposit debris in any area other than those designated by the Town as Debris Management Sites or approved disposal location. Should the Contractor fail to comply with this provision, the contractor agrees to pay all costs and fines associated with penalties and enforcement actions for such actions assessed or initiated by regulatory agencies and to assume liability for all costs and expenses to remediate, as necessary.
- There will be three assessments for liquidated damages, as described below. The contractor agrees that the amount assessed per occurrence per day are reasonable and proportionate to the amount of damages sustained per day in the event of an occurrence:
  - 1) The Contractor shall ensure sufficient traffic control detail officers and warning devices for conducting work on streets and highways are secured through the Clinton Police Department. Failure to follow this specific provision will result in liquidated damages of \$1,250 per occurrence per day.
  - 2) The anticipated Contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the Town. Failure to follow this specific provision will result in liquidated damages of \$3,750 per occurrence per day.
  - 3) The contractor shall provide a minimum of two debris removal crews performing actual debris removal tasks. Failure to follow this specific provision will result in liquidated damages of \$3,750 per occurrence per day.
- The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.

- The contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- The Town shall accept the serialized copy of the Town's monitoring firm's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s) and be turned in weekly. They should include the following:
  - Date
  - Preprinted Number
  - Hauler's name
  - Truck number
  - Truck Capacity in cubic yards
  - Load percentage full, as assigned by Debris Monitors
  - Load amount in billable cubic yards
  - Debris classification as burnable, non-burnable, mixed, other
  - Point of origin (GPS coordinates) for debris collected and time loaded
  - Dumpsite location and time dumped
- The Town will identify one or more Debris Management Sites. All site Work on these sites must be approved by the Town. The contractor will prepare a site management plan in advance for these sites to include:
  - Access to site
  - Site management, to include point-of-contact, organizational chart, etc.
  - Site preparation, - clearing, erosion control, and grading
  - Traffic control procedures
  - Site Safety
  - Site Security
  - Site Layout/Segregation of debris
  - Hazardous waste material plan
  - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
  - Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with The State of Connecticut Department of Energy and Environmental Protection. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
  - Location of existing structures or sensitive areas requiring protection
  - Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
  - All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.

- The Contractor shall construct an inspection tower at each debris storage site as requested by the town. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the town shall be 10 feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 7' of headroom below the support beams. Steps with a handrail shall provide access to the tower. These requirements can also be met with a commercially available scissor lift with all terrain tires and awnings for weather protection. If a scissor lift is selected, the Contractor will be responsible for providing adequate training and personal protective equipment to the Tower Monitor to ensure safe operations according to OSHA standards. At a minimum, the contractor shall provide approved portable restroom facilities at all debris management sites. The restrooms shall be cleaned and maintained regularly as directed.
- The contractor is solely responsible to ensure the safety of contract personnel in all contract activities that they and their subcontractors perform. The contractor shall also provide and take necessary measures to protect the public and Town personnel during their activities. The measures may include but are not limited to: providing additional flagmen, fencing, security guards, additional traffic control, crash attenuation, removal of unsafe equipment, and removal of unsafe workers.
- The only Town personnel authorized to receive any Notice required by this agreement is the Town Project Manager, to be established in the notice to proceed. All Notices must be hand delivered during normal business hours to the Project Manager's Office listed elsewhere herein.
- The Town reserves the right to inspect the site, verify quantities, and review operations at any time.
- The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Town.
- No news releases (including photographs, films, public announcements or denial of confirmation of same) on any part of the subject matter of this contract shall be made by the Contractor without the prior written approval of the Project Manager.
- The Contractor is encouraged to employ as many local residents and subcontractors as possible as part of this contract.
- The Town reserves the right to perform the same or similar Work with its own forces within the area included in this contract. The Town's work crews may engage in Work in the same or adjacent work areas as the contractor or its subcontractors. The contractor will coordinate and adjust his operations to facilitate the maximum efficiency of both resources as directed by the Project Manager.

- The Town reserves the right to issue other contracts or direct other contractors to perform the same or similar Work within the area included in this contract. The Town may also contract for and perform additional Work on or near the Work covered by the contract.
- The Contractor is responsible for dust control on all routes where debris removal and hauling is being performed. The Contractor shall be in compliance with all state and local laws for dust control.
- The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. A representative of the Project Manager shall be present during this inspection. The Contractor shall provide photographic and/or video documentation as directed by the Project Manager.
- A portion of the project will occur in residential areas. The contractor should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the Town.
- The contractor shall use equipment and perform Work in a manner to prevent damages to the infrastructure facilities and adjacent property, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the Town.
- All equipment shall be approved by the Project Manager prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- Only rubber tire/track equipment will be permitted for use during the terms of this contract. Other equipment may be used with specific written approval from the Town.
- **Debris Handling:** Eligible and Ineligible Debris shall be sorted and hauled separately.
- There will be no mixing of eligible and ineligible debris. The Project Manager or his representative will determine whether debris is eligible or ineligible. The Project Manager or his representative will authorize the loading and hauling of any ineligible debris on a case by case.
- The contractor shall not load or haul any ineligible debris unless directed by the Project Manager or his representative. Any ineligible debris which is loaded or hauled without authorization or direction by the Project Manager or his representative is the responsibility of the contractor and will not be paid for.
- Each type of debris will be loaded and hauled separate from other types of debris. If it is not practical as determined by the Project Manager to separate mixed debris, the mixed debris treatment shall be determined by the debris type which has the most stringent disposal requirements.

- The Contractor shall be responsible for reporting to the Town and cleaning up all spills caused by the Contractor's operation at no additional cost to the Town or any other governmental identity. Immediate containment action shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations. Spills shall be reported to the Town Fire Department immediately following discovery. A Written follow-up shall be submitted to the Director of Public Works (or his/her representative) not later than seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:
  - Description of the material spilled
  - Determination as to whether or not the amount spilled is EPA/state reportable
  - When and to whom it was reported
  - Exact time and location and spill
  - Receiving stream or waters
  - Cause of incident and equipment and personnel involved
  - Injuries or property damage
  - Duration of discharge
  - Containment procedures initiated
  - Summary of all communication the Contractor had in regards to the spill
  - Description of cleanup procedures

## VIII. MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without the advance written consent of the Town.
- B. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Town or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by, and construed according to laws of Connecticut.
- F. Any claims arising out of this Agreement shall be made in the Courts of Connecticut.
- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the

subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

- I. Authorized Contract Users include all Town of Clinton Departments in accordance with applicable purchasing regulations, Town ordinances, state and federal laws.
- J. The Consumer Price Index will be reviewed and if deemed necessary adjusted annually

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

FOR THE TOWN

By: \_\_\_\_\_ (printed) Office: \_\_\_\_\_

\_\_\_\_\_ (signature) Date: \_\_\_\_\_

FOR THE CONTRACTOR

Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ (include area code)

By: \_\_\_\_\_ (printed) Position: \_\_\_\_\_

\_\_\_\_\_ (signature) Date: \_\_\_\_\_

Unless otherwise stated, all official correspondence and contact shall be made to:

**For the Town:** Todd Hajek **Email:** [thajek@clintonct.org](mailto:thajek@clintonct.org) **Phone:** 860-664-1100

Director of Public Works

117 Nod Road, Clinton CT; 06413

**For the Contractor:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Addenda A Compliance Language**  
**Town of Clinton, CT**  
**Department of Public Works RFP Debris Management Services**  
**2 CFR PART 200**

Services required may include, but not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of Town and any federal, state or local funding agency such as FEMA, FHWA, EPA, HUD/ CDBG-DR, NRCS, CWCB or others when required. Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:

**Code of Federal Regulations, 44 CFR**

- 44 CFR part 13 - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

**44 CFR is available online at:** [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl)

**Code of Federal Regulations, 2 CFR CHAPTER II, PART 200 et.al.**

The Contractor must provide compliance with Super Circular “2 CFR Chapter II, Part 200 et.-al” and any future amendments.

- 2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
- 2 CFR Part 215 – FEMA UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-110)
- 2 CFR Part 220 - COST PRINCIPLES FOR EDUCATIONAL INSTITUTIONS (OMB CIRCULAR A-21)
- 2 CFR Part 225 - COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS (OMB CIRCULAR A-87)
- CFR Part 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122)

**2 CFR is available online at:** <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

**Additional provisions have been required by Federal awarding agencies that must be included in all contracts involving Federal funds covering the following, as applicable:**

**1. Suspension and debarment (§200.213)**

Contractors with are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**2. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321**

(a) The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (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; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**3. Procurement of recovered materials (§200.322)**

The Solicitor and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing

an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **4. Equal Employment Opportunity Clause (§60-1.4)**

During the performance of this contract, the contractor agrees as follows:

- (a)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d)** The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **6. Rights to Inventions Made Under a Contract or Agreement.**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **9. Compliance with the Copeland "Anti-Kickback" Act**

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

## **Additional Administrative, Contractual, or Legal Provisions**

## **10. Cancellation**

The solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the solicitor. In addition to all other legal remedies available, the solicitor

reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the solicitor.

## **11. Failure to Deliver**

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, the solicitor may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to the solicitor for a maximum of three (3) years. These remedies shall be in addition to any other remedies that the solicitor may have available.

## **12. Litigation/Waiver of Jury Trial**

This Contract shall be governed by and construed according to Connecticut law. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over the solicitor. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

## **13. Termination**

### **(a) Termination for Default:**

The solicitor may, by written notice to the Vendor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor fails to:

- 1) Provide products or services that comply with the specifications herein or fails to meet the solicitor's performance standards.
- 2) Deliver the supplies or to perform the services within the time specified in this contract or any extension.
- 3) Make progress so as to endanger performance of this contract.
- 4) Perform any of the other provisions of this Contract.

(b) Prior to termination for default, the solicitor will provide adequate written notice to the Vendor through the Purchasing Director affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the

period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor in accordance with the solicitor's Procurement Ordinance. The Vendor and its sureties (if any) shall be liable for any damage to the solicitor resulting from the Vendor's default of the Contract. This liability includes any increased costs incurred by the solicitor in completing Contract performance.

(c) In the event of termination by the solicitor for any cause, the Vendor will have, in no event, any claim against the solicitor for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the solicitor the Vendor shall:

- 1) Stop work on the date and to the extent specified.
- 2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 3) Transfer all work in process, completed work, and other materials related to the terminated work as directed by the solicitor.
- 4) Continue and complete all parts of that work that have not been terminated.

(d) If the Vendor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign Town, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

(e) Termination for Convenience: The solicitor, by written notice, may terminate this Contract, in whole or in part, when it is in the solicitor's interest. If this Contract is terminated, the solicitor shall be liable only for goods or services delivered and accepted. The solicitor Notice of Termination may provide the Vendor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

#### **14. Unsatisfactory Work**

If, at any time during the contract term, the service performed or work done by the contractor is considered by the solicitor to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by the solicitor, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, the solicitor shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor.

Notwithstanding the above, the

solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

## **Additional FEMA Requirements.**

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

### **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured

### **Access to Records.**

The following access to records requirements apply to this contract:

- a) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

### **DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

### **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives

### **No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract

## Addenda B Bid Response Form

<b>1</b>	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Debris Management Site and Reduction Site (DMS)	
1a.	0-15 mi.	\$ _____/CY
1b.	15-30 mi.	\$ _____/CY
1c.	30+ mi.	\$ _____/CY
<b>2</b>	Construction and Demolition debris hauled to and dumped at a Town approved disposal site or landfill	
2a.	0-15 mi.	\$ _____/CY
2b.	15-30 mi.	\$ _____/CY
2c.	30+ mi.	\$ _____/CY
<b>3</b>	White Goods: discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers kitchen appliances and water heaters	
3a	0-15 mi.	\$ _____/CY
3b	15-30 mi.	\$ _____/CY
3c	30+ mi.	\$ _____/CY
<b>3a</b>	Validated load hauled tickets from the DMS for final processed vegetative debris at a Town approved recycling facility	
3.a.a	0-15 mi.	\$ _____/CY
3.a.b	15-30 mi.	\$ _____/CY
3.a.c	30+ mi.	\$ _____/CY
<b>4</b>	Tipping fees/disposal costs for all debris shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the Town for reimbursement as required.	At cost
<b>5</b>	Management, processing and loading of all eligible debris and/or residue at the Town owned DMS including preparing and layout of site; management, maintenance and operation of the DMS; the receiving, sorting, segregation, processing and reduction of vegetative debris <b>by grinding</b> ; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and closure and remediation of the DMS.	\$ _____/CY

5a.	<p>Management, Processing and Loading of all eligible debris and/or residue at the Town owned DMS including preparing and layout of site; management, maintenance and operation of the DMS; the receiving, sorting, segregation, processing and reduction of vegetative debris <b>by burning via air curtain incinerator(s) as approved by the Town and properly permitted by DEEP</b>; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the DMS.</p>	\$ _____/CY
6	<p><u>Hazardous trees</u> – Trees will be evaluated by the Town and will be clearly marked to be cut down and hauled to the DMS for reduction. Trees will be measured 2' above the ground and have to be at least 6" in diameter.</p>	
6.a.	Trees 6-12" Diameter	\$ _____/Tree
6.b.	Trees 13-24" Diameter	\$ _____/Tree
6.c.	Trees 25-48" Diameter	\$ _____/Tree
7	<p><u>Hazardous Stumps</u> – Stumps will be evaluated by the Town and will be preapproved by FEMA before removal. Price includes extraction, load and haul to final disposal location as well as any fill for root-ball holes. All measurements are taken 2' off the ground.</p>	
7.a.	Stumps up to 24 – 36" in diameter	\$ _____ each
7.b.	Stumps over 36" to 48" in diameter	\$ _____ each
7.c.	Stumps greater than 48" in diameter	\$ _____ each
8	<p><u>Hangers</u> – Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the Town, will remove hangers for a unit price per tree</p>	\$ _____ Per Tree
9	<p><u>Private Property Demolition and Debris Removal</u> – The CONTRACTOR shall operate beyond the Public Right-of-Way (ROW)only as identified and directed by the Town. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but is not limited to, the demolition of structures, removal and final disposal of said debris.</p>	\$ _____/CY
10	<p><u>Fallen Trees</u> – The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed in item #1.</p>	\$ _____/CY

11	<u>Fill Dirt</u> – As identified and directed by the Town, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, and other areas that pose an imminent and significant threat to public health and safety resulting from debris operations	\$ _____/CY
12	<u>Marsh Grass Debris</u> – The CONTRACTOR shall dispose of all marsh grass debris at a final disposal location.	
12.a.	0-15 mi.	\$ _____/CY
12.b.	15-30 mi.	\$ _____/CY
12.c.	30+ mi.	\$ _____/CY
13	<u>Vehicles</u> - The CONTRACTOR SHALL remove and dispose of all vehicles identified by the Town whether submerged and/or unsubmerged	\$ _____/Unit
14	<u>Vessels 26ft or Less</u> - The CONTRACTOR SHALL remove and dispose of all vessels identified by the Town whether submerged and/or unsubmerged	\$ _____/Unit
15	<u>Vessels 26ft or More</u> - The CONTRACTOR SHALL remove and dispose of all vessels identified by the Town whether submerged and/or unsubmerged	\$ _____/Unit
16	<u>Trailers 24ft or Less</u> - The CONTRACTOR SHALL remove and dispose of all Trailers identified by the Town whether submerged and/or unsubmerged	\$ _____/Unit
17	<u>Trailers 24 ft or More</u> - The CONTRACTOR SHALL remove and dispose of all Trailers identified by the Town whether submerged and/or unsubmerged	\$ _____/Unit
18	<u>Screen and Application of Sand</u> - The CONTRACTOR SHALL screen and land apply sand that is recovered from Town and personal property within the Town Jurisdiction	\$ _____/CY
19	<u>Disposal of Residual Waste From Screening</u> - The CONTRACTOR SHALL dispose of all debris that is screened from sand.	\$ _____/CY
20	<u>Disposal of Household Hazardous Waste</u> - The CONTRACTOR SHALL dispose of all household hazardous waste (HHW) collected through town-approved collection streams. The CONTRACTOR SHALL dispose of such items in accordance with applicable state and federal laws.	\$ _____/Pound
21	<u>Disposal of Putrescent Waste</u> - The CONTRACTOR SHALL dispose of all putrescent collected through town-approved collection streams. The CONTRACTOR SHALL dispose of such items in accordance with applicable state and federal laws.	\$ _____/CY
22	<u>Mobilization and Demobilization</u> – All arrangements necessary to mobilize and demobilize the CONTRACTOR's labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Price Included

## **HOURLY FEE SCHEDULE**

<i>All equipment rates below include operator, fuel and maintenance costs</i>	
<b>Personnel/Equipment</b>	<b>Hourly Rate</b>
30 Ton Crane	\$
Stump Grinder	\$
50' Bucket Truck	\$
CAT 330 Backhoe	\$
950 CAT Loader	\$
IT38 CAT Loader	\$
IT28 CAT Loader	\$
Service Trucks	\$
Tractor with Box Blade	\$
5-14 Cubic yard Dump Truck	\$
15-24 Cubic Yard Dump Truck	\$
25-34 Cubic Yard Dump Truck	\$
35-44 Cubic Yard Dump Truck	\$
45-54 Cubic Yard Dump Truck	\$
55-64 Cubic Yard Dump Truck	\$
65-74 Cubic Yard Dump Truck	\$
75+ Cubic Yard Dump Truck	\$
1000 Pioneer Tree Grinder	\$
Water Truck (2000 gal.)	\$
420 CAT Rubber Tire Backhoe	\$
CAT 12H Motor Grader	\$
Climber with Gear	\$
Superintendent with Truck	\$
Foreman with Truck	\$
Operator with Chainsaw	\$
Traffic Control Personnel	\$
Laborer	\$
Field Project Foreman	\$
Administrative Assistant	\$
Clerical	\$
Pickup Truck	\$
Pickup Truck, Extended Cab	\$
Pickup Truck, 4 X 4	\$
Pickup Truck, 1 Ton	\$
Power Broom, Roscoe Challenger	\$
Trackhoe, 490 or Equivalent	\$
Bulldozer, CAT D3	\$
12 Ton Lowboy	\$
50 Ton Lowboy	\$
ASV CAT 287B	\$
CAT 318C Rubber Tire Excavator	\$
Other (please specify)	\$

**VENDOR QUESTIONNAIRE – SUPPLEMENT TO BID SHEET**  
**Page 1 of 3**

***THIS COMPLETED FORM MUST BE SUBMITTED WITH THE BID AND WILL BE EVALUATED IN CONJUNCTION WITH THE PROPOSAL.***

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein.

1. How many years has your organization been in business while possessing one of the licenses, certifications or registrations requested?

License/Certification/Registration	# Years
_____	_____
_____	_____
_____	_____

1A. What business are you in? \_\_\_\_\_

2. What is the last project of this nature you have completed?

\_\_\_\_\_

3. Have you ever failed to complete any work awarded to you? If so, where and why?

\_\_\_\_\_

- 3A. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

\_\_\_\_\_

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies or institutions for which you have performed work.

Name: \_\_\_\_\_ Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

**VENDOR QUESTIONNAIRE – SUPPLEMENT TO BID SHEET**  
**Page 2 of 3**

5. List the following information concerning all disaster debris contracts in progress as of the date of submission of this bid. In case of co-venture, list the information for all co-ventures. Continue list on insert sheet if necessary.

Name of Project: \_\_\_\_\_

Owner & Phone Number: \_\_\_\_\_

Total Contract Value: \_\_\_\_\_

Date of Completion per Contract: \_\_\_\_\_

% of Completion to date: \_\_\_\_\_

6. Has a representative of the Bidder completely inspected the proposed project site and does the Bidder have a complete plan for its performance?

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7. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

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8. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

8.1 The correct name of the Bidder is:

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8.2 The business is a (check one)  Sole Proprietorship  Partnership  Corporation

8.3 The address of principal place of business is:

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NAME OF COMPANY: \_\_\_\_\_

### **VENDOR QUESTIONNAIRE – SUPPLEMENT TO BID SHEET**

8.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

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8.5 List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

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8.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

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8.7 List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

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8.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. This list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

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8.9 List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

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8.10 Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

NAME OF COMPANY: \_\_\_\_\_

The undersigned bidder hereby represents that he has carefully examined the Contract, the Request for Proposals and other documents referenced and will execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route(s), the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that he may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.

Enclosed is security consisting of: \$ N/A

The undersigned hereby designates the following office to which notices may be delivered or mailed:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Town/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

NAME OF BIDDER AND TITLE (TYPE OR PRINT)

(SEAL, IF BY  
CORPORATION)

BY: \_\_\_\_\_  
SIGNATURE OF BIDDER

CORPORATION NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_