**TOWN OF FARMINGTON, CT**

**BID # 139**

**IN PLACE RECYCLING OF BITIMINOUS PAVEMENT**

**INSTRUCTIONS FOR BIDDERS**

**INTENT:**

The purpose of these specifications is to obtain a qualified, experienced contractor to rehabilitate or recycle existing in-place bituminous pavement surface to a specified width and depth, in accordance with a process described in the technical specifications of this document. The process involves removing a portion of the existing pavement, mixing the pulverized pavement with an asphalt emulsion and then spreading and compacting said mixture back over the road. All Bidders shall observe the following instructions and specifications:

**I. GENERAL PROVISIONS**

**1. Bid Submissions & Opening**

Sealed bids will be accepted by the Finance Department, Main Level, Farmington Town Hall, One Monteith Drive, Farmington, Connecticut, 06032 until 2:00 pm on May 12, 2011 at which time they will be publicly opened and read. Bids received by the Town after the date and time specified will not be accepted.

**2. Withdrawal of Bid**

Bids may be withdrawn 90 days after bid opening, if the Town has not made an award.

**3. Site Inspection**

Not required. It will be the responsibility of any bidder submitting a bid to examine the sites, become familiar with them and the quantity of work to be performed. Bidders will not be allowed to withdraw or change their bids after the opening date based upon a lack of knowledge of the sites and work to be performed.

**4. Bid Return Envelope**

Bids are to be submitted in a sealed envelope. Any bids submitted that are not in a sealed envelope shall be rejected. The outside of the bid envelope must be marked with the bid number, title and opening date in order to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town prior to date specified shall be rejected.

The following forms shall be submitted with the bid:

1. Cost Proposal Form
2. List of Proposed Subcontractors
3. Qualification Statement of Bidder
4. Non-Collusion Affidavit
5. Affirmative Action Statements
6. Local Vendor Preference Affidavit (only if Farmington Business)

Failure to completely fill out or submit any of the required bid documents could result in the rejection of a bid submission.

**5. Bid Security**

Not required for this bid. Bids from vendors that have previously failed to satisfactorily perform on a contract with the Town, will not be considered.

**6. Performance Bond**

The successful bidder shall, at the time of award of contract, submit an acceptable performance bond in the amount of 100% of the value of the contract. Said bond will be released 90 days after the expiration of the contract period.

**7. Acceptance of Subcontractor**

Submission of name of Subcontractor in Bid shall be deemed to constitute an acceptance by Contractor, if awarded Contract, of said subcontractor. Any alteration therein, after award of Contract, shall be subject to the approval of the Town.

**8. Substitution for Named Brands**

Brand name items may appear in this bid. If Bidder proposes an item other then the named brand item, then Bidder must include with their bid submittal, literature or specifications that demonstrate that their proposed product is equal to or better than the named items.

**9. Prices, Taxes, Discounts**

Bid prices bid shall not include any Federal, State or local taxes, as the Town is not liable. In addition to the prices bid, each bidder may quote binding discounts, which will be considered in making the award.

**10. References**

Bidders must provide the names and locations of at least three (3) references for whom they have provided a similar service including a contact person's name and telephone number as part of the bid evaluation.

**11. Scope of Work Change**

The Town reserves the right to change the scope of work to be performed for any reason, before or after the bid is awarded without penalty to the Owner.

**12. Notice of Award**

The Town will give notice of award of bid to the successful bidder by mail to bidder's address as stated in Bid.

**13. Award of Contract**

Bid award shall be made to the lowest responsible bidder. The lowest responsible bidder is that person or firm whose bid to perform the requested service(s) is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Town and whose bid submission complies with the procedural requirements stated in these bid specifications. Qualifications shall include the ability of the vendor to perform the services required within stated time frames.

The Town of Farmington reserves the right to reject any and all bids, or any part of any bid, or waive any defect, irregularity or informality of any bid when it is determined to be in the best interest of the Town to do so.

**14. Time of Completion**

Please see Technical Specifications for time frames for performing work.

**15. Delays**

Delays for completion of work shall only be authorized by the Town. All delays authorized by the Town shall be in writing. Delays due to the contractor’s inability to complete the work for reasons other than weather shall not be considered as authorized.

**16. Assignment of Contract**

Contractor(s) shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereon or of his right, title or interest therein, of his obligations there under, without the written consent of the Town of Farmington.

**17. Basis of Payment**

Payment will be on a monthly basis for service provided in the prior month. At the end of each month, contractor shall submit an invoice to the Town Engineer listing the streets worked on during the month and the number of square yards of street processed. The Town Engineer shall certify the quantities listed and approve the invoice for payment by the Finance Department. It is the practice of the Town to make payment within thirty days of receipt of an invoice and acceptance of work by the Town**.**

**18. Severability**

If any terms or provisions of this bid are found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portion of this bid shall remain in full force and effect.

**19. Contract Term**

The contract term will be for a one-year period commencing July 1, 2011 and ending June 30, 2012. The contract maybe renewed for one additional year upon the mutual agreement of all parties.

**20. Termination**

The Town of Farmington may terminate the contract resulting from these specifications at any time for cause, default or negligence on the part of the contractor, or if the contractor fails, in the opinion of the Town, to meet the general terms of the contract or to provide a level of service that is deemed to be in the best interest of the Town.

**21. Governing Law**

This bid and the agreement arising from it shall be governed by and construed in accordance with the laws of the State of Connecticut.

**22. Insurance**

The Contractor shall procure and maintain at its own expense the insurance detailed in Appendix I - Insurance and Indemnification Requirements.

Insurance certificates in accordance with the requirements of Appendix I must be submitted to the Town prior to the issuance of a purchase order. All insurance shall be evidenced by a certificate of insurance showing the Contractor’s insurance is in full force and the carrier shall notify the Town that the policies shall not be canceled with less than 30 days written notice to the Contractor and the Town. The Town shall be named as an additional insured for general liability coverage.

It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period, keeping the required limits in full force and effect. The Town of Farmington reserves the right to modify or change the requirements at any time if is in the best interest of the Town to do so.

**23. Local Bidder Preference/Local Bidder Affidavit Form**

See Appendix II for Local Bidder Preference Ordinance and Appendix III for Local Bidder Affidavit Form.

**24. Non-Collusion Affidavit**

Please see Appendix IV for mandatory Non-Collusion Affidavit form.

**25. Equal Opportunity -Affirmative Action**

The successful bidder is required to comply with all provisions of the Civil rights act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 3, 17, 11246, 11375, 11478 and if applicable, The Connecticut Fair Employment Practice law. Each contractor shall be required to have an Affirmative Action Plan, which declares that it does not discriminate on the basis of race, color, religion, sex, national origin or age. All bidders must complete and submit the forms listed in Appendix V.

**26. Questions Relating to Specifications**

Any request from prospective bidders for interpretation of meaning of bid specifications or other contract documents shall be made in writing to Director of Finance, Town of Farmington, Town Hall, One Monteith Drive, Farmington Connecticut. Requests must be received at least seven (7) days prior to date fixed for opening of Bids to be given consideration. Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of Contract. Not later than four (4) days prior to date fixed for opening of Bids, Addenda will be distributed to all persons who obtained Bid Documents. Failure of any bidder to receive any such Addenda shall not relieve bidder from any obligation under his Bid as submitted.

**27. Site Examination**

At date and time fixed for opening of Bids, it will be presumed that each Bidder has made an examination of the sites and the services to be provided under this Contract, has satisfied himself as to actual conditions, requirements, and quantities of work and has read and become thoroughly familiar with these Bid Documents including any Addenda.

**28. Inspection of Work**

Each part of detail of work shall be subject at all times to inspection by the Town, and Contractor will be held strictly to true intent of specifications in regard to quality of materials, workmanship, and diligent execution of contract. Services furnished under these specifications are subject to such inspection. The Town shall be allowed access to all parts of work and shall be furnished such information and assistance by Contractor as is required to make a complete and detailed inspection.

**29. Safety**

All work performed shall comply with all pertinent OSHA, Federal, State, and Local laws and regulations.

**30. Project Funding**

Funding for this work will come from the Town’s capital improvement budget. The Town reserves the right to adjust quantities or the scope of the projects should funding prove to be insufficient to undertake the entire project.