TOWN OF SIMSBURY

DEPARTMENT OF PUBLIC WORKS
933 HOPMEADOW STREET
SIMSBURY, CT 06070

INVITATION TO BID

FOR

HOT-IN-PLACE ASPHALT RECYCLING
SIMSBURY, CT

The Town of Simsbury is soliciting bids for HOT-IN-PLACE ASPHALT RECYCLING. The scope of work is to include furnishing all labor, materials, equipment necessary for this work. The anticipated quantities shall be in the range of 5,000 and 30,000 square yards. The work shall include heats scarification, addition of a rejuvenating agent, placement, and proper compaction.

Sealed proposals will be accepted by Christine Hutton, Interim Finance Director, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT until 10:00 a.m., 5/24/2018.

Specifications and bidding documents may be obtained electronically via the Town’s web site at the following link: http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp. Bid documents will not be mailed or faxed.
STANDARD INSTRUCTIONS TO BIDDERS
HOT-IN-PLACE ASPHALT RECYCLING
SIMSBURY, CT 06070

1. Project Overview:

The Town of Simsbury is soliciting sealed bids from qualified contractors to provide all labor, material, equipment necessary for hot-in-place asphalt recycling on various Town roads. The anticipated quantities shall be in the range of 5,000 and 30,000 square yards. The work shall include heats scarification, addition of a rejuvenating agent, placement, and proper compaction. Final surface treatment will be done by others. A detailed Scope of Work for this bid can be found in the GENERAL SPECIFICATIONS FOR WORK section of this Invitation to Bid.

2. Key Event Dates:

   Invitation to Bid Issued  5/10/2018
   Pre-Bid Conference        N/A
   Bids Due                   5/24/2018
   Commencement of Work      With ten (10) calendar days of Notice to Proceed

3. Bid Submission Instructions:

   A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope with the bidder’s name on the outside of the envelope and clearly marked “Sealed Bid for Town of Simsbury – HOT-IN-PLACE ASPHALT RECYCLING”. If forwarded by mail or courier, the sealed envelope must be addressed to “Christine Hutton, Interim Finance Director, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT 06070”. Bids must be at the office of the Interim Finance Director prior to 10 a.m., 5/24/2018. Postmarks are NOT an acceptable waiver of this policy. Once the first bid is opened, all bids are deemed final and no corrections or alterations may be made.

   B. Ditto marks or words such as “SAME” must not be used for the bid to be considered.

   C. All information must be submitted in ink or typewritten. Errors, alterations or corrections must be shown on both the original and all required copies and each must be initialed by the person signing the bid.

   D. Bids are considered valid for ninety (90) days after bids are opened. Bidders may not withdraw, cancel or modify their bid during this ninety (90) day period after bids are opened.

   E. An authorized person representing the legal entity of the bidder must sign bids.

   F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.
G. The Town of Simsbury reserves the right to waive any minor informality in a bid when such a waiver is in the best interest of the Town.

4. **Questions:**

Any questions about this project should be directed to: Mr. Kevin Clemens, Highway Superintendent by fax (860) 408-5416, email at kclemens@simsbury-ct.gov, or by mail to the Department of Public Works, 933 Hopmeadow Street Simsbury, CT 06070. To receive consideration, such questions must be received at least five (5) business days before the established date for receipt of bids. No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing.

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

5. **Presumption of Bidder Being Fully Informed:**

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding documents as well as all contract documents for this project. Failure or omission of the bidder to receive or examine any documentation or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

6. **Pre-Bid Conference:**

N/A

7. **Interpretation of Acceptable Work:**

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. The Town will issue any substantive changes or interpretations in writing as an addendum.

8. **Tax Exemptions:**

The bidder shall be aware that the Town of Simsbury is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Appropriate tax exempt forms will be provided to the successful bidder(s) as part of the contract award process.

9. **Insurance Requirements:**

The firm must carry insurance under which the Town is named as an additional insured, as follows:

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

   A. Workman’s Compensation, as required by State Statute & $100,000 employers liability limit.
B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

- Injury or death of one person: $2,000,000
- Injury to more than one person in a single accident: $1,000,000
- Property damage in one accident: $1,000,000
- Property damage in all accidents: $2,000,000
- Excess/Umbrella Liability: $1,000,000

C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

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

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

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

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

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

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

10. Substitution for Name Brands:

Should brand name items appear in this bid, the bidder must attach specifications for any substitutions and explain how the substitution compares with the specifications of the named brand. The decision on whether to use the substitution or the named brand rests solely with the Town of Simsbury.

11. Awarding the Bid:

The Town reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, and to waive formalities and informalities in the bidding process. The Town at its discretion will award the bid to the lowest responsible bidder. That bidder is the person or firm who is qualified and competent to do the work, whose past performance is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

13. Rejection and/or Cancellation of Bids:
The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in the best interest of the Town.

14. **Delivery Arrangements:** Not applicable

15. **Bid Bond:** Not applicable

16. **Performance Bond:** Not applicable

17. **W-9 Form**

The successful bidder must provide the Town of Simsbury with a completed W-9 Form prior to commencing work.

18. **Submittals:**

The Bidder shall, as soon as practicable, but not exceed fifteen (15) calendar days, after notification of selection of the award of the bid, furnish to the Owner, in writing the following:

   A. Designation of the Work to be performed by the Contractor’s own forces
   B. Names of the manufacturers, products and suppliers of the principal items of materials proposed for the work
   C. Project work schedule

19. **Agreement Documents:**

The Agreement Documents are defined as:

   - The Standard Instructions to Bidders
   - The Agreement as executed
   - The General Specifications
   - Any Addenda, if issued

**END OF STANDARD INSTRUCTIONS TO BIDDERS**
BID FORM
HOT-IN-PLACE ASPHALT RECYCLING

Pursuant to and in compliance with the “Invitation to Bid” and Standard Instructions to Bidders relating thereto, the undersigned, having visited the sites and carefully examined all Bidding Documents and complete General Specifications together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids, hereby offers and agrees as follows:

- To provide all labor, materials, and anything else reasonably necessary to complete all work per the attached specifications.

- If awarded this Contract, we will execute a Contract with the Town of Simsbury

In submitting this BID, the BIDDER acknowledges that:

1. Each bid price includes all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the finished work called for regarding the specified section of Town as stated in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the bid prices, as bid.

2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.

3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents within ten (10) calendar days and other documents as required in these documents.

4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDER’S investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

Submitted By: ____________________________

Company

Phone

______________________________

Street        City        Zip

Authorized Signature: ____________________________

Signature

Printed Name
BID FORM
HOT-IN-PLACE ASPHALT RECYCLING

All asphalt recycling performed, and the application of a rejuvenating agent shall be measured by the square yard.

Prices shall include all labor, equipment, materials, fuels, supplies, rejuvenating agent, mobilization, maintenance, protection of traffic (flagging), insurances, warranties, technical services, applicable taxes and licenses etc. required to complete the work as specified in this Invitation to Bid. Payment for heating, scarifying, application or rejuvenating agent, milling /remixing, and compaction will be made at the price bid per square yard specified below by the intervals below:

Estimated quantity: 5,000 - 10,000 yards

Unit Price Per Square Yard: $ _________ /SY

Estimated quantity: 10,000 - 20,000 yards

Unit Price Per Square Yard: $ _________ /SY

Estimated quantity: 20,000 - 30,000 yards

Unit Price Per Square Yard: $ _________ /SY

List rejuvenating agent(s) to be used:

1. _____________________________________________
2. _____________________________________________
3. _____________________________________________
4. _____________________________________________

*Include detailed specifications of the rejuvenating agent(s) proposed including the application rate. The application rate shall be set according to the forward speed of the machine used. Application rate must meet approval by the Department of Public Works.

**Rejuvenating agent shall conform to industry standards and meet approval by the Town.

Submitted by Company: _____________________________________________________________

Authorized Signature: _____________________________________________________________
IF A SOLELY OWNED COMPANY:

Company Name  ___________________________________________
Address  ___________________________________________
Town  ___________________________________________
By  ___________________________________________

(Authorized Signature)

Title  _________________________ Date __________

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A corporation or limited liability company organized under the laws of
__________________________________________, composed of officers as follows:

____________________________  ______________________________
President  Secretary

____________________________  ______________________________
Vice President  Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of
__________________________________________, composed of partners as follows:

____________________________  ______________________________
Name & Title (if any)  Name & Title (if any)

____________________________  ______________________________
Name & Title (if any)  Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid
must be signed by a partner. If the BIDDER is a corporation or limited liability company, the Bid
must be signed by a duly authorized officer of such corporation or Limited Liability Company.
BIDDER’S QUALIFICATIONS STATEMENT

The BIDDER shall answer all of the following questions, as part of the Bid, so that the OWNER can judge the BIDDER’s ability, experience and facilities for performing the proposed work.

1. Name of BIDDER: ________________________________________________________________

2. Bidder's Tax Identification Number: ____________________________________________

3. What year was company organized/formed? ________________________________

4. How many years has the BIDDER been engaged in business under the present firm or trade name? __________________________________________________________________

5. What is the general character or type of work you perform? __________________________
__________________________________________________________________________

6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract? _____________________________

   If yes, explain with whom and why: _________________________________________
__________________________________________________________________________
__________________________________________________________________________

7. For other similar projects you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

   NOTE: The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

8. Attach a list of all projects that your present organization has completed within the past ten years or is presently working on, including name of project, owner and name and telephone number of the owner’s representative. Indicate here how many additional pages attached: ____pages.

9. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:

   Indicate the number of pages attached: _______pages

   NOTE: If requested, the BIDDER agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Simsbury to properly evaluate the qualifications of the BIDDER.
### PROPOSED SUBCONTRACTORS

BIDDER intends to utilize the following subcontractors on this project:

If none, write “None” here: _______________________

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<tr>
<th>NAME AND ADDRESS OF SUBCONTRACTOR</th>
<th>DESCRIPTION OF WORK:</th>
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NON-COLLUSION AFFIDAVIT OF BIDDER

State of ________________________________, County of _____________________, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _________________________________ the BIDDER that has submitted the attached BID;

2. The attached BID is genuine; it is not a collusive or sham BID.

3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID.

4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Simsbury or any other person interested in the proposed AGREEMENT.

5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and

6. That no elected or appointed official or other officer or employee of the Town of Simsbury, who is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed)_________________________________

(Name of Bidder)

Subscribed and sworn to before me this
_______day of_______________, 2018

_____________________________________
Title

My Commission expires __________, 20__
TOWN OF SIMSBURY

Acknowledgement Form
and
Charter Section 1003
Code of the Town of Simsbury

ACKNOWLEDGEMENT FORM

I have read Section 1003 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1003 of the Charter.

Areas of Exception

CONFLICTS OF INTEREST
SECTION 1003

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

Signature
James G. Smith
August 8, 2016

A copy of the Town Code is available from the Office of the Town Clerk or is available online at http://www.simsbury-ct.gov/sites/simsburyct/files/file/file/towncode_1.pdf
STATEMENT OF BIDDERS COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY LAW AND
REGULATION INCLUDING EXECUTIVE ORDER NO. 3

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: ____________________________________________

BUSINESS ADDRESS: __________________________________________

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has _____ has not ______ previously performed work under the conditions of the Governor’s Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

________________________
Signature

________________________
Title

Subscribed and sworn to before me this
_______day of____________, 2018

________________________
Title

My Commission expires ________, 20__

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION
HOT-IN-PLACE ASPHALT RECYCLING
GENERAL SPECIFICATIONS FOR WORK

A. Scope of Work

The work covered by this section of these specifications consists of furnishing all labor, equipment and material necessary to perform all operations in connection with hot-in-place recycling of asphalt. The asphalt surface rehabilitation process shall consist of softening the existing flexible pavement with heat and thoroughly stirring or tumbling the mixture, applying an asphalt rejuvenator, milling/remixing or auguring, reshaping and compacting the hot-in-place recycling surface. Installing a surface treatment or overlay is not included in this work. Selected contractor will be responsible for:

1. Maintenance and protection of traffic
2. Quality control
3. Compaction

Equipment Specifications & Recycling Process:

Preheaters: Preheating machines shall be specifically designed to heat the upper layers of the existing asphaltic pavements. The machines shall generate sufficient heat to soften the asphalt pavement to the depth required. BIDDER shall make good faith efforts to not overheat the existing pavement thereby softening the underlying asphalt pavement not to be scarified. The burner assembly shall be adjustable to heat up to 14 feet in width. The entire heating unit shall be enclosed and vented to contain the heat and prevent damage to adjacent properties and landscape. The machines shall be capable of operating at speeds of ten (10) feet to twenty-five (25) feet per minute while uniformly heating the existing surface of the asphalt.

Heater Scarifier: The heat scarifier machine shall be one self-contained machine specifically designed to reprocess upper layers of existing asphalt pavements. The machines shall be capable of operating at speeds of ten (10) feet to twenty-five (25) feet per minute while uniformly heating, scarifying, applying rejuvenator, mixing, and screeding the existing pavement to a minimum depth of one and a half (1½”) inches at a minimum temperature of 250 degrees Fahrenheit.

Scarifying Unit: The scarifying unit consists of no less than two (2) rows of spring loaded teeth/rakes, adjustable in width from eight (8’) feet to fourteen (14’) feet in increments to (1”) inch and construction in one (1’) foot sections to conform to the pavement contour to insure penetration of the teeth and prevent damage to utility structures.

Rejuvenation: Immediately behind the teeth of the scarifying unit, an application of rejuvenator shall be applied to the newly remixed area. The approved rate of application shall be set according to the forward speed of the machine. Application rate and material specifications are to be submitted for approval by the Department of Public Works. The tank on the machine shall be heated, and the heating unit on the storage tank for rejuvenator shall be thermostatically controlled to maintain an even specified temperature.
**Mill/Re-mixer Unit:** Immediately following the application of the recycling agent, a dual-drum milling head(s) shall follow the configuration of the screed and mill the asphalt pavement to a loose mix depth up to 1.5 inches. The milling heads shall produce a resized gradation representative of the existing materials being recycled in the 1 ½ inch layer. The milling heads shall then thoroughly mix the recycling agent with the scarified and milled pavement to produce a well coated homogenous recycled mixture.

The mill/re-mixer unit shall be an integral part of the recycling machine and be located between the recycling agent spray bar unit, which applies the rejuvenator, and the screed. This unit shall be operated hydraulically, able to work at variable speeds up to 120 rpm, shall be retractable and adjustable up to 14 feet wide. In addition, this unit shall be able to break in the center and allow for quarter point and crown control.

**Screed Unit:** The hot scarified material shall be uniformly distrusted to the desired longitudinal and transverse section using a heated, augured vibratory screed. The screed must be equipped with an adjustable crown control, and each end of the screed must have handwheel adjusting screws for providing the desired longitudinal and transverse section.

**Compaction Unit:** Immediate compaction shall take place with rolling equipment of sufficient type and size to compact the recycled bituminous material to the required density of greater than 92%. The Contractor is to provide an eight (8) to twelve (12) ton vibratory roller to accomplish this density. It is the Contractor’s responsibility to ensure this equipment is sufficient to provide meet the specified compaction density.

**Construction Requirements:**

**Pavement Preparations:** The entire area to be resurfaced shall be cleaned of all deleterious material. If required, the owner shall broom clean the area, but the BIDDER is required for coordination and providing the Town at least a three (3) day notice. The BIDDER is required to provide traffic control.

**Heating, Scarifying, Leveling, and Rejuvenating:** The existing asphaltic material shall be heated, scarified and mixed to a minimum depth of one and a half (1 ½”) inches. Under no circumstances shall the scarifying teeth penetrate the roadway’s existing base. The heated rejuvenator shall be applied immediately following the scarifying teeth. The rejuvenator must be specifically formulated for use with the hot in-place recycling, and therefore, shall not be substituted. The hot scarified material shall then be remixed immediately following the application of the recycling agent to eliminate premature compaction of the hot recycled asphalt resulting in final differential compaction and to the desired longitudinal and transverse section using an attached, heated, augured screed. Directly behind the screed process shall be an eight (8) to twelve (12) ton vibratory roller for compaction.

**B. Equipment**

Equipment used in the performance of the work required by this section of the specifications shall be subject to the approval of the Director of Public Works and maintained in a satisfactory
working condition at all times. The BIDDER is solely responsible for on-site safety during this operation and will furnish personnel with all required safety equipment.

C. Scheduling Work

The BIDDER shall assume that all work will be done Monday through Friday between the hours of 7:00 am and 4:00 pm. No work shall be performed on State or Federal holidays.

D. Measurement and Payment

All work will be paid on a Unit Price basis as provided in the Bid Form for all work including labor and materials complete and in place according to the contract documents and generally acceptable construction practices. No payments will be made for mobilization, materials or other costs unless clearly defined in the Bid Form as a bid item. Payment for heating, scarifying, application or rejuvenating agent, milling/remixing, and compaction will be made at the price bid per square yard. The estimated quantity for this work is based off the intervals of square yards found in the Bid Form. Payment will be based on the final amount of square yards completed at the end of the 2018 Hot-in Place Asphalt Recycling Season. The Hot-in Place Asphalt Recycling Season will consist of one or more roads as determined by the Department of Public Works.

The final quantities will be the aggregate of the Square Yards of Work for each road completed. In the event the final quantity exceeds 30,000 square yards the price paid for the excess shall follow the Unit Price Per Square Yard submitted for the 20,000 – 30,000 square yard interval. The final quantity shall be determined by the Department of Public Works.

END