

DETAIL SPECIFICATIONS

SCOPE OF WORK

This specification covers the systems needed to Reclaim an existing bituminous pavement and/or subbase to a pre-determined depth with a Reclaimer machine. These Reclaimer systems and necessary equipment shall have the capability of incorporating additional aggregate and/or liquid additive (as required) to recycle, blend, proportion, shape, and compact the resulting pavement and/or subbase mixture.

The work shall consist of scarifying the existing bituminous paved area to form a stabilized base. The work may include the injection of stabilizing agent or rejuvenating agent or the incorporation of additional aggregate materials, as specified.

These systems are intended to establish a processed base course only. After proper compaction and curing, either a cold mix overlay or liquid bituminous surface treatment shall be applied to provide a finished wearing surface. The wearing surface shall be applied by others.

DESIGN & TESTING

The Contractor shall provide the Highway Superintendent with a certified Recycling Mix Design (RMD) prior to commencing any projects. The RMD shall be based on field cores of the pavement and subbase to be recycled inclusive of depth of cut. Cores shall be obtained from alternating lane locations at a minimum of 2,000 centerline feet for the length of the project. It shall be the responsibility of the Contractor to obtain sufficient core samples to ensure representation of the pavement and subbase to be recycled, to the satisfaction of the Superintendent.

Laboratory analysis of the pavement and subbase cores shall include as a minimum, and in accordance with NYSDoT and ASTM Standards, the following:

- (1) Percent asphalt residue
- (2) Sieve analysis

The certified RMD shall include the following:

- (1) Type of aggregate to be added (if any)
- (2) Amount of aggregate to be added per square yard (including depth).
- (3) Combined aggregate gradation
- (4) Type and amount of asphalt emulsion and/or addition to be included.
- (5) Percent of asphalt residue in finished mix. (Maximum 6.5% by weight of the finished mix).

Acceptance of the RMD by the Superintendent of Highways is solely for purpose of quality control, and in no way releases the contractor from his responsibilities. The finished product shall approximate the RMD and shall be agreed upon by the Contractor and Highway Superintendent prior to commencement of work.

#2023h-3h IN-PLACE RECLAMATION

QUALITY CONTROL (QC)

Pre-Construction Conference. For all In-Place projects, a preconstruction conference shall be held at least five days prior to site work to discuss mix designs, application procedures, maintenance and protection of traffic, public notification, scalar chain, and other operational issues.

Sample(s) from the first day of the operation shall be taken and tested to insure that the processed material approximates the RMD. The Contractor shall provide a complete certified test analysis of samples tested within 72 hours. Certification shall be submitted prior to authorization for payment of the project.

CONSTRUCTION METHODS

The existing road pavement shall be mixed with the base course material existing in the roadway foundation and any added aggregates or rejuvenating materials. The mixture of pavement and base course material shall be processed simultaneously. The simultaneous processing shall blend existing materials into a homogenous mass. The processed material shall meet the following gradation requirement:

<u>Sieve Designation</u>	<u>% Passing by Weight</u>
3"	100
1-1/2"	70-100
3/4"	55-90
#4	40-75
#40	10-30
#200	3-10
Residual A.C.	2-6

The method used shall ensure that the entire mass of material so worked shall be uniformly graded to these specifications. If additional materials are required, the Contractor may be directed to add material furnished by others or he may add material directly from the existing roadway foundation with approval of the Engineer, but pavement and subgrade materials must be processed together. After the material has been thoroughly worked as described herein, it shall be shaped and graded to the lines and elevations as shown on the plans and cross sections or as directed by the Engineer. Water or calcium chloride shall be applied during the entire operation to ensure optimum moisture at the time of compaction as determined by the Engineer. The rate of application is to be determined by the Engineer.

The restored cross-section shall be thoroughly compacted to a dense consolidated mass by rolling with a rubber tired, steel wheel, or vibratory roller AOB, weighing not less than twelve (12) tons. The required density as approved by the Engineer, shall be determined by the number of passes of said rollers to produce the maximum and uniform density throughout the entire area of the work to be done under this item as established upon a test area at the job site by the sand volume method or the nuclear device. The Contractor shall prepare a test section of sufficient area to enable the Engineer to conduct the necessary test. The finished graded material shall be tested for smoothness and accuracy of grade and if any portions are found to lack the required smoothness or accuracy, such portions shall be rescarified, reshaped, recompacted, or otherwise manipulated as the Engineer may direct until the required smoothness and accuracy are obtained. The Contractor is responsible for all finish grades and is also responsible for the drainage of the reconstructed surfaces.

Equipment used must be capable of processing a minimum 8" depth in one pass.

#2023h-3h IN-PLACE RECLAMATION

It is the responsibility of each Contractor submitting proposals for the work to provide assurance that the equipment/construction methods to be used are capable of complying with project specifications. The attention of each Contractor submitting a proposal is directed to the portion of the project specifications which require the Contractor to demonstrate to the Engineer the ability of his crew(s) and equipment to comply with the specification requirements and to do so at a rate of production consistent with the time allowed under the contract. The attached qualification and reference outline shall be submitted by the apparent low bidder with **10 days** of receipt of bids, unless previously documented or demonstrated.

PROVISIONS FOR TRAFFIC AND PROSECUTION OF WORK

Maintenance of traffic is the responsibility of the County. The work shall be performed in such a manner as to allow for passage of traffic at all times. Access to adjacent property is to be provided as necessary. The County shall furnish traffic control as required, including flag persons, signs, barricades, warning lights, etc, in conformance with the MUTCD.

EQUIPMENT

A list of equipment to be provided for the project shall be provided with bid. All equipment must be approved by the County Highway Superintendent. The Contractor is responsible for all fluids, repairs, maintenance and parts for equipment utilized for the project.

Bid proposal must include pricing on an hourly rate basis for equipment with operator for work of a special nature to be determined by Owner.

QUANTITIES ESTIMATED AND MAY VARY

Quantities given are approximate and are used solely for the purposes of determining the low gross sum bid: the actual requirement may be more or less. The Contractor certifies that he has, or they have, made a thorough site investigation and have made themselves aware of the scope of the work and of the amounts of material and labor necessary to complete the work.

PERFORMANCE WARRANTY

The Contractor attests to the following warranty upon completion of the work and acceptance of final payment:

The Contractor hereby warrants that all workmanship and all materials furnished under this item shall comply fully with the requirements of these specifications. If at any time within two years after the date of the completion of the work, any unfaithful or defective work should appear, which in the opinion of the Superintendent is due to inferior materials or workmanship, the Contractor shall have thirty (30) days, after receiving written notification from the Superintendent, to correct, repair or replace the defective or inferior materials and / or workmanship at his or her expense to the satisfaction of the Superintendent. The guarantee shall be automatically extended to two years from the completion of any corrections, repairs or replacements of defective materials. The cost of inspections, samplings, or tests that reveal defective, inferior or inadequate materials or workmanship and any subsequent inspections, sampling or tests shall be paid by the Contractor.

METHOD OF MEASUREMENT

The yardage to be paid for shall be the number of square yards of pavement area reclaimed in-place in accordance with the plans or Purchase Order, or as amended by Change Order. **All bituminous material will be measured by the gallon, and paid from the Liquid Asphalt Materials bid.**

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, materials and equipment necessary to complete the work as specified.

Payment will be made under one of two options, as outlined on the bid page, at the contract unit price per square yard of reclaimed area: a.) for reclamation only, and b.) for recycling with application of rejuvenating or stabilizing liquid.

Bid proposal must include pricing with and without calcium chloride stabilizer or liquid bituminous rejuvenating agent. The Owner will purchase and provide liquids under the Liquid Asphalt Materials bid. Bid proposal must include prices for various depths noted on the Bid Proposal Form.

CONTRACT PRICE ADJUSTMENTS

All prices submitted must remain firm for a period of one hundred twenty (120) days from the date of award. Beginning September 1, 2023 subsequent price adjustments will be considered by the County. All requests for price adjustments must be submitted to the County a minimum of thirty (30) days prior to the date of the requested price adjustment. The change in price structure (increase or decrease) must be based on fluctuations in the latest published Consumer Price Index (CPI) for all urban consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics which is available at <https://stats.bls.gov>.

If, during the Contract term, the awarded vendor is unable to meet contractual requirements in whole or in part based on the price structure of the contract, it shall immediately notify the County in writing. The County may, but is not required to, consider an adjustment in the contract terms and/or pricing.

Should the County in its sole discretion determine during the Contract term that the contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the contract terms and/or pricing is mutually agreeable, the County may terminate the contract through written notice to the vendor, purchase from an alternate source, or rebid the contract.

#2023h-3h IN-PLACE RECLAMATION

BID FORM

COMPANY NAME: _____

In Compliance with the NOTICE TO BIDDERS, the undersigned, proposes and agrees as follows:

That having a principal place of business at: _____

,and being experienced and responsible for the performance of the same, agrees to furnish equipment with operators for work in conjunction with the Jefferson County Highway Department work forces and equipment in the reclamation of roads at unit prices as per the specifications hereto annexed.

EQUIPMENT WITH OPERATORS:

Reclamation/Recycling

DEPTH OF CUT UNIT PRICE/SQUARE YARD

=====

0" to 4" \$ _____

4.1" to 8" \$ _____

Reclamation/Recycling
by incorporating Aggs or
Stabilizing Liquids *

DEPTH OF CUT UNIT PRICE/SQUARE YARD

=====

0" to 4" \$ _____

4.1" to 8" \$ _____

EQUIPMENT WITH OPERATORS:

=====

RECLAIMER \$ _____ per day \$ _____ per hour (over 10 hr day)

MOBILIZATION - TO BE INCLUDED IN PRICING

* The Municipality shall pay for the various aggregates and stabilizing liquids used in conjunction with this work under the terms and conditions of separate materials Contracts. Bidders shall not, therefore, include the cost of these items in their bids.

Bidder must complete all sections of the Bid Proposal for bid to be considered complete.

Attached Bid Checklist, Signature/Non-Collusive Page, and Iran Notice must be signed to complete the bid.

BID CHECKLIST

The documents required to complete this bid are indicated below.

(X) Insurance Certificates See Exhibit A, Pages F-G

(X) Iran Notice See Pages 11g – 11h

_____ We have reviewed and have submitted the items required under the Mandatory Submission Requirements.

_____ The Bid Page(s), Signature/Non-Collusive Page, and Iran Notice are completed and included.

_____ Deviations are noted and explained.

_____ Insurance Certificates are enclosed if required.

WAIVER OF IMMUNITY/NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where 1, 2, and 3 above have not been complied with; provided, however, that in any case the bidder cannot make to foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where 1, 2, and 3 above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publications of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

SIGNATURE PAGE ON REVERSE MUST BE SIGNED TO COMPLETE THE BID.

SIGNATURE PAGE

The undersigned proposes to furnish products or services to specifications included in this bid document, at the price(s) set forth, as required to meet the County's needs. Any deviation to the specifications must be noted on the bid form and fully explained or the deviations will not be considered part of the bid.

Deviations: Yes _____ No _____

Signing below I am certifying that I fully understand the complete requirements of the bid and agree to the non-collusive certification on the reverse of this page and additional documents as specified on the bid checklist. Bidder hereby acknowledges receipt of all addenda pertaining to this bid which are made part of the original bid specifications.

_____ COMPANY NAME

_____ ADDRESS (Principal Office)

_____ CITY, STATE, ZIP CODE

_____ AREA CODE/TELEPHONE NUMBER

_____ FAX NUMBER

_____ AUTHORIZED SIGNATURE

_____ PRINTED NAME

_____ TITLE

_____ DATE

_____ ADDRESS (Local Office)

_____ CITY, STATE, ZIP CODE

_____ AREA CODE/TELEPHONE NUMBER

_____ FAX NUMBER

_____ E-MAIL ADDRESS

Check One: Corporation _____ Partnership _____ Individual _____

Incorporated under the laws of the State of _____

Federal Identification # _____

State if authorized to do business in the State of New York: Yes _____ No _____

Names/Addresses of Partners:

Iranian Energy Sector Divestment

Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor has not:

- a. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

- a. “By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the County in writing and shall be a public document.

#2023h-3h IN-PLACE RECLAMATION

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

- A. By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Bidder cannot make the foregoing certification set forth in Paragraph A above, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the bid is made, or his designee, may award a bid, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name