



# CONTRACT DATA SHEET

Monroe County Division of Purchasing  
200 County Office Building, Rochester NY 14614

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**TITLE:** 2013 HIGHWAY MATERIALS – GROUP I

**CONTRACT #:** 0103-13

**CONTRACT DATES:** 03/01/13 – 02/28/15

**BUYER:** SHARON A. BERNDT  
**PHONE:** 585/753-1110  
**FAX:** 585/753-1104

**VENDOR(S):** HIGHWAY REHAB CORPORATION  
2258 ROUTE 22  
BREWSTER, NY 10509  
  
PH: 914-278-9645  
FAX: 914-278-0747

**TERMS AND CONDITIONS**

**BID ITEM:** 2013 HIGHWAY MATERIALS – GROUP I

**FOR:** Department of Transportation

**DEPARTMENT CONTACT:** Timothy Frelier, (585) 753-7731

**DUPLICATE COPIES:** **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

**BID INFORMATION:** At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

**SUBMITTAL OF FORMAL PROPOSAL:** Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **disability benefits** coverage or proof that they are exempt if awarded the contract.

**SPECIFICATION ALTERATIONS:** Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

**WAGE RATES:** Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at [www.labor.state.ny.us](http://www.labor.state.ny.us)

**QUANTITIES:** The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

**BRAND REFERENCE:** References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified

brand. The acceptance of a bidder's alternate rests solely with Monroe County.

**QUALIFIED BIDDER:**

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform. Monroe County reserves the right to reject any and all bids** if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF AWARD:**

Monroe County intends to award one or more contract(s) to the lowest responsive and responsible bidder(s). The County reserves the right to award the bid as a **whole or by Group or item, whichever method is in the best interest of the County. Separate awards will be considered only when the price offered is great enough to offset the additional costs inherent to multiple contracts.** Bidders are not required to bid on every item included in the bid; however, they must bid on every line within each item in order to be considered. **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

**CONTRACT TERM:**

Contract will start with the date of the contract award and run through **February 28, 2014**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

**PRICE CHANGES:**

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

**MINIMUM ORDER:**

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

**DELIVERY:**

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **two (2) weeks** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER  
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or his authorized agent prior to delivery.

**BILLING  
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/  
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**SECURITIES AND  
INSURANCE:**

Any Certificate of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 PM, on that day.

**COMPLIANCE WITH  
THE LAW:**

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

**UNCONTEMPLATED  
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

**SUBCONTRACT:**

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

**RELATED ITEMS:**

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his Designee.

**REPORT OF  
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

**OTHER AGENCIES:**

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

**INDEMNIFICATION:**

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

**PROPER ATTIRE MUST BE WORN BY ALL WORKERS PERFORMING UNDER THIS CONTRACT CONSISTING OF:**

**LONG PANTS**

**SHIRTS WITH SHORT OR LONG SLEEVES INCLUDING TEE SHIRTS (NO TANK TOPS OR MUSCLE SHIRTS)**

**REFLECTIVE VEST**

**HARD HAT**

**STEEL TOE SHOES OR BOOTS**

# Monroe County Department of Transportation

## **2013 Highway Material Group I**

### **Technical Specifications**

The specification item description will provide the reference between the technical specification and the price bid sheet proposal.

## ITEM HOT IN PLACE ASPHALT RECYCLING

### 1.0 DESCRIPTION:

This item shall be part of a multi-step process of asphalt surface rehabilitation that consists of softening the existing flexible pavement with heat and thoroughly stirring spinning or tumbling the mixture, applying an asphalt rejuvenator, milling/remixing, reshaping and compacting the hot in-place recycled surface. Installing a surface treatment or overlay is a separate and/or concurrent function of this work.

### 2.0 EQUIPMENT REQUIREMENTS:

A. Preheater: The preheating machine shall be one self-contained machine specifically designed to heat the upper layers of the existing asphaltic pavements. The preheating machine shall be a self-propelled and completely self-contained unit capable of operating at speeds from ten (10') feet to twenty-five (25') feet per minute while uniformly heating the existing surface of the asphalt.

The heating unit shall consist of multi-rows of burners of a type specifically designed for and capable of producing 48 million BTUH; LPG will be used for the heating fuel in compliance with the standards of the State's Air Pollution Control Laws. The BTUH production rate is based upon heating twelve (12') feet wide. Burners shall be located on the front of the heater boxes spaced no more than ten (10") inches apart to achieve proper heat penetration at the required temperature while causing no injury due to overheating the asphaltic surface.

The entire burner assembly shall be so designed so that it may be raised or lowered by a single control and capable of articulation. The burner assembly shall be adjustable in width from eight (8') feet to fourteen (14') feet. The entire heating unit shall be enclosed and vented to contain the heat and prevent damage to plant material or any structures along the roadway. Each unit shall be equipped with an on board 500 gallon water system to be used to adequately reduce the temperature of the exhaust in the venting system thereby preventing desiccation of trees and shrubs by evapotranspiration due to high heat. Hand hoses with adjustable nozzles will be placed on each unit to allow for prewetting of specific plants or objects.

B. Heater-Scarifier: The heater-scarifier machine shall be one self-contained machine specifically designed to reprocess upper layers of existing asphalt pavements. The heater-scarifier machine shall be a self-propelled and completely self-contained unit capable of operating at speeds of ten (10') 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 (1") to one and one-half (1-1/2") inches at a minimum temperature of 250 degrees Fahrenheit. The wheel base shall not be less than eighteen (18") feet and the total weight shall not be less than 35,000 pounds.

The heating unit shall consist of multi-rows of burners of a type specifically designed for and capable of producing 48 million BTUH; LPG will be used for the heating fuel in compliance with the standards the State's Air Pollution Control Laws. The BTUH production rate is based upon heating twelve (12') feet wide. Burners shall be located on the front of the heater boxes spaced no more than ten (10") inches apart to achieve proper heat penetration at the required temperature while causing no injury due to overheating

## **ITEM      HOT IN PLACE ASPHALT RECYCLING**

the asphaltic surface.

The entire burner assembly shall be so designed so that it may be raised or lowered by a single control and capable of articulation. The burner assembly shall be adjustable in width from eight (8') feet to fourteen (14') feet. The entire heating unit shall be enclosed and vented to contain the heat and prevent damage to plant material or any structures along the roadway.

All equipment shall conform to Federal, State and local DOT and Fire Marshall regulations, and laws relative to the transportation of LPG.

C.    Scarifying Unit: The scarifying unit consists of no less than two rows of spring loaded, carbide tip teeth adjustable in width from eight (8') to fourteen (14') feet in increments to one (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.

D.    Spraying Unit: Immediately behind the teeth of the scarifying unit, an application of a polymer modified rejuvenator shall be applied to the newly remixed area. Nozzle size on the spray bar and pump shall be a combination that will deliver the approved rate of application according to the forward speed of the machine in conjunction with discretion of Highway Superintendent. 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.

In addition to the above, it will be required that the spraying unit on the machine be equipped with an electronic, digital measuring system (computer) to constantly monitor the quantity of rejuvenating agent being applied. This device will be calibrated to show gallons used to the nearest tenth.

E.    Mill/Remixer Unit: Immediately following the application of the recycling agent, a dual-drum enclosed mill shall mill the heated asphalt to the depth of the heat thoroughly mixing the rejuvenating agent with the scarified and milled material. This mill/remixer system shall be an integral part of the scarifying machine and shall be located between the spraying system, which applies the rejuvenator, and the screed. This mill/remixer system shall be fully hydraulically operated and shall be able to work at variable speeds from 0 to 60 rpm, and shall be retractable from 14.6 ft. to 8.6 ft. wide. This mill shall also be able to break in the center to allow for quarter point and crown control.

No heater scarification can take place without this unit present and in operating condition.

F.    Screed and Initial Compaction Unit:

1. Screed: The hot Scarified material shall be uniformly distributed to the desired longitudinal and transverse section by the use of a heated, augured 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.

## ITEM HOT IN PLACE ASPHALT RECYCLING

2. 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. Normally this can be accomplished with the application of an eight (8) to twelve (12) ton vibratory roller. State specifications for bituminous concrete surfaces shall apply.

### 3.0 CONSTRUCTION REQUIREMENTS:

- A. Pavement Preparations: The entire area to be resurfaced shall be cleaned of all deleterious material. If required, the Owner shall broom clean the area prior to commencement of work or specify the contractor to do the same. The Contractor is required to provide traffic control.
- B. Heating, Scarifying, Leveling, and Rejuvenating: The existing asphalt material shall be heated, scarified and mixed to a minimum depth of one (1") inch. Under no circumstances shall the scarifying teeth penetrate into the existing base. The heated polymer modified rejuvenator shall be applied immediately following the scarifying teeth. The polymer modified rejuvenator is specifically formulated for use with the hot in-place recycling, and therefore, shall not be substituted.

The hot scarified material shall then be mill/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 by the use of an attached, heated, augured screed. Directly behind the screed process shall be an 8 to 12 ton roller for compaction

- C. Overlay: The application of the final wearing surface consisting of either hot mix asphalt pavements, nova-chip, micro-paving, or chip seals follow after a prescribed interval or delay. These materials are applied with conventional equipment in conformance with standard construction methods. NOTE: Surface treatment not included in unit price (work to be done by others).

At all manholes, valve boxes, etc., the finished grade of the heater-scarifying process shall be transitioned to blend into the existing grade.

### 4.0 METHOD OF MEASUREMENT

Asphalt recycling performed and application of rejuvenating agent shall be measured by the square yard.

### 5.0 BASIS OF PAYMENT:

Prices shall include all labor, equipment, materials, fuels, supplies, rejuvenating agent, mobilization, bond and insurance required to complete the above item. Payment for heating, scarifying, application of rejuvenating agent, milling/remixing, and compaction will be made at the price bid per square yard.

## ITEM HOT IN PLACE ASPHALT RECYCLING

### SPECIFICATIONS FOR EMULSIFIED RECYCLING AGENTS

These specifications cover emulsified recycling agents to be used in cold mix recycling or hot in-place recycling. The final acceptance of these materials shall be based on their performance to (a) restore the aged "old" asphalt characteristics to a consistency level appropriate for construction purposes, (b) restore the aged asphalt to its optimal chemical characteristics for durability, (c) provide sufficient additional binder to coat new aggregate that is added to the recycled mixture, and (d) provide sufficient additional binder to satisfy mixture design requirements.

Note: All samples shall be shipped and stored in clean, airtight, sealed wide mouth jars or bottles made of plastic. The specific gravity of the emulsified recycling agent shall be reported for each shipment. The rejuvenating agent for hot in-place asphalt recycling shall be Koch Pavement Solutions product ERA-25P or approved equivalent.

TEST	ASTM METHOD	MIN.	MAX	MIN.	MAX
Viscosity, Saybold Furol @ 25 C, sec.	D244	15	85	15	85
Storage Stability Test, 1 Day	D244	–	1.0	–	1.0
Sieve Test, Retained on No. 20 Sieve Percent	D244	–	0.1	–	0.1
Cement Mixing, Test Percent	D244	–	2.0	–	2.0
Residue by Evaporation Percent	D244	65	–	65	–
Tests on Residue Viscosity @ 60 C cst	D2170	200	800	1000	5000
Torsional Recovery			20	–	
Base Recycling Agent (ie. Prior to emulsification)	D4552	RA-5		RA-25	

**BP0103-13**

**Highway Materials Group I**

**ITEM                      HOT IN PLACE ASPHALT RECYCLING**

<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>VENDOR</b>
Under 10,000 SY @ 3/4 to 2 inch depth	SY	6.42	Highway Rehab. Corp.
Over 10,000 SY @ 3/4 to 2 inch depth	SY	4.42	Highway Rehab. Corp.