

**Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING OF ASPHALT PAVEMENT**

GENERAL TERMS AND CONDITIONS

Bids shall be received at the Highway Department, until 10:00 a.m. local time on Thursday March 23, 2017 at which time bids shall be opened and read publicly.

1. **Objective:**

This bid document is published in order to obtain competitive prices for: Cold Milling & Crushing/Screening of Asphalt Pavement. Reference the “Bid Specifications” section of this bid document.

2. **Acquisition of Bid Documents:**

- a. Bid documents are available, as of this date, at the Yates County Highway Department, 939 State Route 14A, Penn Yan, New York. The office is open Monday – Friday, 7:00 A.M. – 3:30 P.M., except holidays. Telephone number 315-531-3200. These documents are also available on the internet; Yates County website at www.yatescounty.org; click on Highway Department, Bid Specifications & Results.
- b. Each bidder bears sole responsibility for acquisition of bid documents. Request for bid documents to be forwarded is neither a guarantee nor an incurred obligation on the part of Yates County to ensure requestor’s receipt of bid documents; timely or otherwise.
- c. Receipt of these bid documents, unsolicited or otherwise, shall not be construed a pre-determination of your company’s qualifications to receive a contract award. Nor shall said receipt of these bid documents be interpreted an endorsement that the recipient’s equipment, materials, products, and/or services are in compliance with the bid specifications.

3. **Examination, Interpretation, Correction of Bid Documents:**

Each bidder shall examine all bid documents and judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Highway Department at least three (3) days prior to the scheduled bid opening. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The issuance of written addendum/addenda is the only official method whereby interpretation, clarification or additional information can be given.

4. **Requirements:**

a. **Prevailing Law -**

To all interested parties – any and all requirements specified herein notwithstanding, it is Yates County’s intent that, in all instances and under any circumstance, the law of the land shall be in force. Yates County does not knowingly request nor does it knowingly authorize action(s) which are contrary to the laws, regulations, mandates and all such statutes which are in force at any time during the term of any contract awarded as a result of this bid solicitation. Laws, regulations, mandates and all such statutes as promulgated by authorized government entities shall prevail.

b. **Requirements –**

It shall be understood and agreed by all interested parties that, unless amended (specifications modified and/or waived) by Yates County, and only to the extent amended by the County, any and all information contained in this bid document is to be considered an essential component of the bid document and subsequent contract(s) **AND** that the bid document as published or amended represents the requirements acceptable to Yates County.

Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT

However, any and all requirements specified herein notwithstanding, it shall be understood and agreed by all interested parties that the following shall apply:

Yates County reserves as its right, the right to amend (modify and/or waive) specifications where such amendment;

- i. does not alter the essential nature and/or performance (the form, function, and utility) of the equipment, product, or service.
 - ii. encourages the proffer of equivalent equipment, product, or service from interested vendors and manufacturers.
- c. Unless amended (specifications modified and/or waived) by the County, and only to the extent amended by the County, this document (all information, terms and conditions, requirements, specifications, and addendum/addenda) shall prevail. If amended, said document as amended shall prevail.
- i. Award of a bid shall not be construed as approval, by the County, for the awardee to deviate from this document; regardless of whether said deviation(s) is stated in the bidder's attachment(s) to its bid.
 - ii. Further, the County shall not be bound by the contents and language expressed in the bidder's bid attachment(s) to its bid; including any attachment(s) submitted to the bidder by manufacturers, sub-contractors, suppliers, and other parties.

5. Preparation of Bid Documents:

Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

- a. All bid forms shall be legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.).
 - i. If the submittal of unit price(s) is a requirement, said *unit price(s) shall prevail*.
 - ii. *All mathematical functions (extensions, additions, etc.) are subject to audit.*
 - iii. In the event of a discrepancy between the price in words and that in figures, the lower price shall be considered the price bid.
 - iv. Each price bid shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.
- b. All forms requiring the bidder's signature shall be signed by the bidder or the bidder's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
- c. The bidder shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.
- d. All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.

6. Non-Collusive Bidding Clause and Certificate:

- a. Clause –

“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 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

Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT

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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
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.”

- b. The bidder shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference the “**NON-COLLUSIVE BIDDING CERTIFICATE**” form included in this bid document.

7. Hold Harmless Clause and Form:

- a. Clause –
“The Contractor agrees that it shall at all times save harmless the County of Yates from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the Contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”
- b. The bidder shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the “**HOLD HARMLESS CLAUSE**” form included in this bid document.

8. Required Insurance(s) and OSHA Training:

- a. This bid document includes an information sheet entitled: **YATES COUNTY STANDARD INSURANCE REQUIREMENTS**. These requirements establish the minimum insurance(s) which the awardee(s) shall have in effect prior to entering into a contract to do business with Yates County. Said insurance(s) are required to remain in effect throughout the term of the contract(s). In the event that the awardee’s insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the awardee’s contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Yates County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.
- b. **Additional Insured, Certificate Holder, and Bid Document Number -**
 - i. **Yates County shall be named* as an “Additional Insured”** in the contractor’s policy for all intents and purposes of contract(s) issued as a result of an award of this bid.
*Note: “**Additional Insured**” shall read – Yates County, 939 State Route 14A, Penn Yan, NY 14527; reference **8.b.iii**, herein.
 - ii. “**Certificate Holder**” shall read – Yates County, 939 State Route 14A, Penn Yan, NY 14527; reference **8.b.iii**, herein.
 - iii. With regard to “**Additional Insured**” and “**Certificate Holder**”; unless specified to the contrary herein, the following shall not be acceptable to Yates County:
 - Other designations such as “Yates County Legislature”
 - Specific departments (committees, sub-groups, etc.) such as “Department of Public Works”

**Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT**

with the most current, applicable “**Prevailing Wage Rate Schedule**” in effect at the time the work is performed.

- c. The **General Provisions of Laws Covering Workers; NYS-DOL** requires as follows:
“Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Yates County), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. Yates County) shall receive and maintain such payrolls.” As provided for, by the above referenced provisions, Yates County is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. **Therefore, Yates County shall withhold payment(s) to contractors who have not submitted the initial “Certified Payroll” and the periodic “Certified Payroll(s)” as required herein.**

11. Equivalents:

Where, in the bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, compatibility and equally adaptable for the intended purposes, as determined by the County, and are submitted as specified in the bid documents, will be considered and may be accepted. The decision of the County as to equal will be final.

12. Supportive Documentation:

In addition to specifications stated herein, all equipment/material/products/services shall meet or exceed current standards of the industry. All technical tolerances, ratings, power outputs or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available equipment/material/products/services. The fact that a manufacturer chooses not to produce equipment/material/products to meet these specifications shall not be considered sufficient cause to adjourn these specifications as restrictive. Bidder shall offer the equipment/material/products/services which comes closest to meeting these specifications. **Where deviation(s) from the specifications contained herein is necessary, the bidder shall note such deviation(s). Bidder shall include supportive documentation that clearly indicates the equipment/material/products/services they bid is equivalent to that specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.**

13. Protection from Claim Against “Or Equal”:

In the event of any claim concerning or relating to the issue of “equal or better” or “equal”, the awardee agrees to hold the County of Yates free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

14. Addendum/Addenda:

- a. If an addendum has been issued prior to the County’s receipt of bids; Yates County shall attempt to notify potential bidders known to have received the bid documents and whose contact information is on file with the County. Yates County does not ensure the potential bidder’s receipt of addendum. It shall be the responsibility of each bidder, prior to submitting its bid, to contact the Highway Superintendent (315) 531-3200, to determine if an addendum has been issued.
- b. Addendum shall be available for review and/or copy at the Highway Department or on the Yates County Web site (www.yatescounty.org).

Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT

c. It is a requirement that the bidder sign, date, and include the addendum with its bid submittal.

15. **Multiple/Alternate Bid Submittal(s):**

For those bidders intending to submit multiple/alternate bids in response to this bid solicitation; the bidder is required and shall submit a completed bid documents packet for each bid submitted.

Note: However, if there is a bid surety requirement, one (1) bid surety instrument, written for the highest required amount, shall suffice.

16. **Submittal of Bid(s):**

a. For each bid it submits, the bidder shall submit two (2) sets of its bid; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer's specifications, etc.)

i. One (1) set shall be stamped (or otherwise indicated) as being the "**ORIGINAL**."

ii. One (1) set shall be stamped (or otherwise indicated) as being the "**DUPLICATE**" or "**COPY**."

iii. Information presented in the "**ORIGINAL**" set of the bid submittal shall prevail.

b. **Requirements for Addressing the Bid Submittal Envelope :**

i. The bid shall be submitted in a sealed opaque envelope marked on the outside with: the bidder's name and address and the designation: "**Sealed Bid For Cold Milling & Crushing/Screening of Asphalt Pavement**".

ii. The envelope shall be addressed to Yates County Highway Department, 939 State Route 14A, Penn Yan, NY 14527.

c. Facsimile transmitted bids are not acceptable and shall be rejected.

17. **Late Bids:**

Bidders shall bear sole responsibility for the delivery of their bid in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the bidder's risk. Late bids shall not be considered and shall be returned unopened.

18. **Right of County to Seek Clarification, Accept or Reject Bid(s), etc.:**

a. Yates County reserves as its right, the right to require clarification from bidders for the purpose of assuring a full understanding of the bidder's responsiveness to the solicitation requirements.

b. Yates County reserves as its right; the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).

19. **Civil Rights:**

The County of Yates, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all bidders that it will affirmatively ensure that any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin. All bidders, their agents and/or their subcontractors must abide by all provisions of Title VI of the 1964 Civil Rights Act and any subsequent amendments to that Act.

20. **Award of Bid:**

For the purposes of this bid and subsequent award(s), **it is intended that award(s) will be made to the lowest responsible bidder(s).**

Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT

- a. Award(s) shall only be made to bids submitted by qualified, responsive, and responsible bidders who sufficiently meet the terms, conditions, and specifications stated herein. **However**, under all circumstances and all statements to the contrary notwithstanding, Yates County reserves as its right, the right to determine award(s)/awardee(s) in accordance with the best interest of Yates County.
- b. Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the appropriate committee(s) of the Yates County Legislature before any award may be made. Receipt of bids by the County shall not be construed as authority to bind the County.

21. **Executory Clause:**

In accordance with Section 41 of the New York State Finance Law, Yates County shall have no liability under any contract or contracts to any awardee or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contract(s).

22. **Assignability:**

The awardee shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract (and/or work to be performed as a result of the contract) or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Highway Superintendent and the Yates County Public Works Committee.

23. **Authorized Purchase(s):**

All purchases made on behalf of the County shall be authorized by the Highway Superintendent or his/her designee(s). Yates County shall not be responsible for unauthorized purchases.

24. **Awardee's Failure to Comply:**

The awardee's failure to perform in compliance with the bid award shall result in a withholding of payment. The payment shall be withheld until such time as the awardee fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of Yates County. Such action would not necessarily preclude further initiatives on the part of Yates County to protect and preserve its interests.

25. **Sufficient Inventory, Equipment, and Staff:**

Awardee is required to have sufficient inventory, equipment and staff available and/or have guaranteed access to sufficient inventory, equipment and staff to fulfill its responsibility as a result of receiving the bid award.

Failure of the awardee to fulfill its responsibility shall be sufficient cause for and entitle Yates County to:

- a. Damages and/or
- b. Purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Yates County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

26. **Cancellation of Contract:**

Yates County reserves, as its right, the right to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty to Yates County and without stated reason, by delivering a written ten (10) day notice of intent to the awardee(s) or its representative(s).

**Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT**

Said notification mailed to the awardee or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

27. **Extension Clause**

It is the Yates County Highway Department's policy to bid all materials/services on an annual basis. Yates County reserves the right to renew this agreement under the same terms and conditions as stated herein for a one (1) year period from the expiration date of the original bid, with a two (2) year maximum option to renew, and provided that such an extension is agreed to in writing by both parties 30 days before the end of the original contract or one-year extension.

28. **Other Agencies**

The Contractor(s) and/or Vendor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Yates County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district 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. Yates County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and/or Vendor(s) and any third party.

29. **Standard(s):**

It shall be understood by all parties that;

- a. Where in this bid document, compliance with a certain standard (or standards) is required, the awardee shall be required to comply with said standard(s) in its most recent revised form; i.e. the most current revision. The term "standard(s)" shall include, but is not limited to, all laws, mandates, regulations, etc. established by government bodies, as well as established industry and professional standards.

The following are by way of example only and shall not be considered "all-encompassing":

Standard:

ASTM
ANSI
US-EPA/Federal EPA
NYS DOT

Established By:

American Society for Testing Materials
American National Standards Institute
United States Environmental Protection Agency
New York State Department of Transportation

- b. Regardless of whether or not standards* are specified herein, it shall be deemed a requirement that all awardees adhere to the most current Government, Industry and Professional standards; regardless of whether those standards are established via dictum or "common practice".

*See a. above

30. **Interchangeable Terminology:**

For the purpose(s) of this bid solicitation, the following terms are used interchangeably:

- a. Yates County, County and Owner.
b. Yates County Highway Superintendent and Highway Superintendent.
c. Bid Documents, Bid Solicitation, and Bid Specifications.
d. Awardee, Contractor, and Vendor.

Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT

31. **Bidder's List:**

A "Bidder's List" shall not be made available prior to the bid opening.

32. **Contact Personnel:**

Questions, concerns, and/or requests for clarification should be directed to:

David Hartman, Highway Superintendent

Craig Prior, Deputy Superintendent

Sue Kurz, Administrative Assistant

Telephone (315) 531-3200

**Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT**

YATES COUNTY STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement. A Certificate of insurance may be used to show coverage only.

ITEMS:

- A. Yates County, 939 State Route 14A, Penn Yan, NY 14527 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. ACKNOWLEDGEMENT: The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Yates County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of converge on this policy, at least thirty (30) days advance written notice shall be given to Yates County Highway Department, 939 State Route 14A, Penn Yan NY 14527

MINIMUM COVERAGES AND LIMITS ARE

Workers' Compensation Coverage will be required for anyone doing any kind of work for Yates County.

This includes self-employed individuals.

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS ,PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE,(XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS , CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS ,PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS ,PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions please contact the Yates County Highway Department 315-531-3200.

**Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT**

HOLD HARMLESS CLAUSE

The Contractor agrees that it shall at all times save harmless the County of Yates from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the Contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ **Date:** _____

Telephone No.: _____ Fax No.: _____

**Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT**

NON-COLLUSIVE BIDDING CERTIFICATE

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 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
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.

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ **Date:** _____

Telephone No.: _____ Fax No.: _____

**Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT**

BID SPECIFICATIONS

SCOPE OF WORK

This specification describes the minimum material, quality and construction requirements for Cold Milling & Crushing/Screening of Asphalt Pavement or Mixed Compositions for use in the construction and maintenance of Highways.

Description

The work consists of cold milling, planing/texturizing existing pavement and road shoulders on various highways to varying widths and depths to improve the profile/cross slope and surface texture of an existing asphaltic concrete pavement or road shoulder. Also to be included: sweeping before and after milling and subsequent crushing/screening of millings to a size of 2" or less. Millings shall be crushed and conveyed/deposited into trucks at the job site(s). All bidders are advised that 100% of final maximum particle size allowed will be 2 inches (2") or less per the section below titled "MATERIAL REQUIREMENTS" regardless of the type of milling and/or crushing/screening equipment used. All costs incurred to get 100% of the millings to the required two inch maximum particle size will be at the contractor's expense.

Yates County Highway Department will supply trucking to remove milled material from the job sites. **Project #1 millings will be hauled to and crushed at a staging area on Bath Rd. 1,300 feet south of Bellis Rd. Project #2 and Project #3 millings will be hauled to and crushed at a staging area on CR#44 (Dundee-Glenora Rd.)** Pay items shall be bid on a "per square yard" unit price with a Deduct "per square yard price" option for the County to provide Maintenance and Protection of Traffic.

Note: The estimated quantities and individual project scopes of work are based on the best available information. The County desires to complete all projects but due to local budget limitations; no guarantee of the quantity to be milled or that projects will be completed is made or implied. All site conditions and quantities to be verified by bidders prior to bid.

Note: Care shall be taken not to damage utility appurtenances. If any utility appurtenances are damaged by the contractor, all costs incurred to repair or replace these items shall be at the contractor's expense.

The contractor will be responsible for "mini-milling" and/or chipping away existing asphalt from around utility appurtenances. No padding with asphalt material around the structures is required. If any is required, the County will provide and install same.

MATERIAL REQUIREMENTS

The planed surface shall provide a smooth ridge surface free from gouges, continuous grooves, ridges, oil film, and other imperfections of workmanship and shall have a uniform textured appearance. **One hundred (100) percent of the final particle size after being milled and/or run through a crusher and/or screening unit shall not exceed 2 inches.**

Note: All contractors bidding on the project(s) shall provide a written guarantee that the machine and process they intend to use will produce finished millings with a final particle size of which 100% shall not exceed 2 inches.

If necessary, upon visual observations during or within ninety (90) days after milling operations are complete, compliance with the 2" maximum particle size specification shall be determined by an ASTM D422 Particle

**Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT**

Size Analysis test performed by an independent laboratory on a random sample from the stockpile of finished millings. Testing will be done at County expense.

The successful bidder shall be responsible for all costs required to re-crush and/or re-screen all millings that do not meet the 100%, 2" maximum particle size requirement. No change orders or additional costs incurred by the contractor to meet these specifications will be entertained by Yates County.

EQUIPMENT

The equipment for profiling and texturizing pavement surface shall be a power operated, self-propelled milling/planing machine or grinder capable of removing, in one pass, a thickness of asphaltic concrete and/or sub base material necessary to provide profile, cross slope and desired texture uniformly across the entire pavement surface. The equipment shall be track mounted, with rigid suspension and have sufficient power, traction and stability to maintain accurate depth of cut and slope. If a self-contained/propelled, "In-Line" type crusher system is used, the crusher/screening unit will crush and screen millings to a size of not larger than 2 inches and shall be equipped with an automatic belt type conveyor or suitable equipment capable of loading sized material into County or contractor/private trucks.

The equipment shall be capable of accurately and automatically establishing profile grades along each edge of the machine within $\pm 1/8"$ by referencing from the existing pavement by means of a ski or matching shoe or from an independent grade control and shall be controlled by an automatic system for controlling grade elevation and cross slope at a given rate. The milling machine shall be capable of milling the pavement immediately adjacent to the vertical curb face and shall be equipped with means to control dust and other particulate matter created by the cutting action. The speed of the machine shall be variable in order to leave the desired grid pattern specified under "**Surface Texture**". Determination of the type carbide milling teeth shall be the sole discretion of the using agency if the intended milling is to be used as a serviceable riding texture for an indeterminate time.

PROTECTION OF WORK

The Contractor shall protect sidewalks, trees, shrubbery, manholes, curbs, valve covers and any other items which may be damaged by his construction procedures and shall be responsible for repair or replacement of said damaged items at no cost to the County. It shall be the Contractor's responsibility to prevent cuttings from entering drainage structures. Any cuttings entering any drainage structures shall be removed at the Contractor's expense.

CONSTRUCTION

Preparation of Surfaces

Prior to the start of the milling operation, the existing surface shall be power swept by the contractor to remove any material lying on the surface such as debris, mud, sand or any other deposited material. All materials accumulated during the sweeping operation shall be disposed of separately by the Contractor and are not to be mixed with the asphalt material. In addition, the power sweeper shall contain a mechanism to confine any dust, which may evolve during the sweeping operation.

Pavement Removal

The pavement surface shall be removed to the depth, width, grade and cross section as directed by the County. Normal crown sections shall be milled to a 2% cross slope. The County may require that the pavement milling/planing operations be referenced from an independent grade control in those areas where he deems this type of control to be appropriate. For this type of operation, the independent grade control shall be established and maintained by the contractor in a manner acceptable to the County and the final position of it shall be

Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT

acceptable to the County. In the event the entire pavement width along a section of highway has not been planed to a flush surface by the end of a work period, resulting in a vertical or near vertical longitudinal face exceeding 1 1/4" in height, this longitudinal face shall be sloped in a manner acceptable to the County as not to create a hazard to traffic using the facility during periods when construction is not in process. Transverse faces that are present at the end of a working period will be tapered in a manner approved by the County to avoid creating a hazard for traffic. No loose material will be permitted to remain on the pavement. All milled surfaces shall be thoroughly swept clean and loose millings removed at contractor expense.

Surface Texture

The surface texture produced for a finished pavement shall be a grid surface with uniform discontinuous longitudinal striations or any other pattern that will provide, in the opinion of the County, a satisfactory riding surface with adequate skid resistance. It is the intent that the average texture depth resulting from a number of tests directed by the County be not less than 0.20". Should the texture depth fall below the intended, the finish procedures shall be revised to produce a surface texture acceptable to the County.

Traffic Control

Contractor shall be responsible for maintenance and protection of traffic as per the most recent version of the New York State Manual of Uniform Traffic Control Devices. The bidder shall provide a cost adjustment (deduct) option on the BID SHEET in the event the County wishes to provide all traffic control functions.

METHOD OF MEASUREMENT

The cold milling/planing of asphalt pavement or mixed compositions shall be measured by the square yard actually performed.

Work prescribed by this item will be measured by the square yard surface area. Square yard calculations will be based on dimensions determined from measurements of the actual area planed and textured as authorized.

Measurement and payment will be limited to longitudinal length and width of which there is a definite texture present.

METHOD OF AWARD

Bid Awards shall be made to lowest responsible bidder for each individual project.

BASIS OF PAYMENT

The unit prices (per square yard) shall be bid for Cold Milling of Asphalt Pavement with either an up-cut or down-cut milling machine and an "in-line" crushing & screening unit (if an "in-line" crusher/screener is used). The unit price shall include: the cost of cleaning the pavement, cold milling, "in-line" crushing/screening (if an "in-line" crusher/screener is used), loading millings into trucks, furnishing, replacing and maintaining temporary pavement materials where required, all survey and measurements necessary to assure the removal of material to the depths ordered by the County, sweeping the milled surface completely clean and ready for asphalt paving and all labor, equipment and materials necessary to complete the work to the satisfaction of the County.

As stated above under SCOPE OF WORK and Description, unit price bids will be based on the County hauling millings way from jobsite. Contractor shall verify all estimated quantities listed on the Bid Sheet prior to bid. Due to variable cross sections of pavement, the actual depth and amount of pavement being milled off may not be a full 2" or 3" depth (depending on which Project Number) across the entire lane especially on the outer

**Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT**

edge of the pavement. The intent is to mill two (2) or three (3) inches deep at the centerline depending on the Project Number and set the milling machine to run a 2% slope from the centerline to the shoulder.

Mobilization

Costs for the mobilization of labor and equipment shall be included in the per square yard unit price.

Cold Milling, Planing and Texturizing

Contractor shall provide all labor and equipment for cold milling, planing/texturizing and “in-line” crushing/screening of millings on various County Highways in accordance with attached specification loaded on county vehicles, or contractor/private vehicles. Millings will be claimed by Yates County and will be hauled by the County to an offsite stockpile/storage area

Payment

Payment shall be made for completing this item according to plans and specifications under the following items:

<u>Item Description</u>	<u>Payment Units</u>
Cold Milling, Planing & crushing/screening with County provided trucking	Per Square Yard

Water

For Project #1, Yates County will arrange for the contractor to get water from a fire hydrant at Airport Drive off Bath Rd. in Penn Yan. For Project #2 & 3, Yates County will arrange for the contractor to get water in the Village of Dundee. The contractor is responsible for providing the water truck and transporting water from the source to the point of need at the jobsite and ensuring that all hoses, fittings, etc. are removed from the hydrant at the end of each workday.

Schedule - Milling

All cold milling work specified in this document shall be completed no later than May 31st unless weather prohibits work being completed or work is delayed by Yates County. Projects will be ready for contractor to proceed as soon as weather permits and cold milling/crushing work shall be performed as soon as reasonably possible after Yates County confirms and coordinates paving schedule with the Hot Mix Asphalt contractor.

Schedule – Crushing

All millings must be crushed and ready for use no later than July 7th

All successful bidders will be required to attend a “pre-construction” meeting at the Yates County Highway Department office and/or at the project site to review/discuss job particulars, site conditions, staging areas, turn around sites, etc.

NOTE: The estimated quantities are based on the best available information and no guarantee of the quantity to be purchased is made or implied. All quantities to be verified by bidders prior to bid.

Bidders shall reference NYS Dept. of Labor Prevailing Rate Case Number (PRC#) 2017002156. Prevailing rates can be viewed at the following NYS Labor Department website hyperlink:

<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1363544>

**Yates County Highway Department
Minimum Specifications for 2017
COLD MILLING & CRUSHING/SCREENING of ASPHALT PAVEMENT**

BID SHEET

PROJECT #1: CR#17, Bath Rd. (7.22 mi.) – Barrington Town line. to Schuyler Co. line

Cold Milling, Planing & crushing/screening of asphalt pavement (3” depth at centerline). Estimated quantity: +/- 97,605 SY.

With County supplied Trucking \$ _____ Per Square Yard

Deduct for County provided M & P of Traffic..... \$ (_____) Per Square Yard

PROJECT #2: CR#1s, Lakemont-Himrod Rd. (0.78 mi.) – CR#40 to CR#42

Cold Milling, Planing & crushing/screening of asphalt pavement (3” depth at centerline). Estimated quantity: +/- 10,491 SY.

With County supplied Trucking \$ _____ Per Square Yard

Deduct for County provided M & P of Traffic..... \$ (_____) Per Square Yard

PROJECT #3: CR#13, Six Corners Rd. (2.93 mi.) – Pre-Emption Rd. to Schuyler Co. line.

Cold Milling, Planing & crushing/screening of asphalt pavement (2” depth at centerline). Estimated quantity: +/- 39,514 SY.

With County supplied Trucking \$ _____ Per Square Yard

Deduct for County provided M & P of Traffic..... \$ (_____) Per Square Yard

Company Name: _____

Address: _____

Submitted by: _____
(Print name) (Signature)

Title: _____

Phone Number: _____ Fax: _____

Date: _____ Fed ID # _____