



Town of Bolton Department of Public Works

12 Forbush Mill Road – Bolton, MA 01740

Phone - (978) 779-6402 Fax – (978) 779-0301

dpw@townofbolton.com

SPECIFICATIONS FOR HOT-IN-PLACE ASPHALT RECYCLING

HEATER SCARIFICATION OF EXISTING ASPHALT PAVEMENT

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.

EQUIPMENT REQUIREMENTS:

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.

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 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.

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.

SPRAYING UNIT – Immediately behind the teeth of the scarifying unit, an application of 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 the Director 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.

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.

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 applied the rejuvenator, and the screed. This mill/remixer system shall be fully hydraulically operated 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.

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, augered 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.
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.

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 prior to commencement of work or specify the contractor to do the same. The Contractor 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 (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

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.

METHOD OF MEASUREMENT:

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

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 compacting will be made at the price bid per square yard. PREVAILING WAGE RATES SHALL APPLY.

CONTRACTOR REQUIREMENTS:

Contractor is responsible for traffic control / detail officers and must meet with the Bolton Police Chief after award of contract to coordinate.

Contractor must provide signage three weeks in advance of project start to inform motorist of delays. Contractor must also provide all signage (including detour signs) while project is in progress.

All bidders must understand that no amount of work, as listed in this Invitation for Bids, is guaranteed. It is possible that of the proposed work, the successful bidder(s) may be assigned all of the work, some of the work and possibly NO work may be assigned as a result of this Bid/Contract. All work, planned, projected or otherwise, will be undertaken/assigned to the successful bidder(s) at the sole discretion of the Town of Bolton.

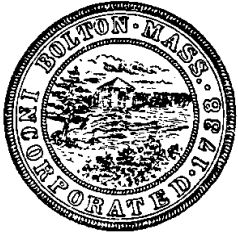
The Town of Bolton reserves the right to waive any informalities in, and reject any or all bids, or accept all or any part thereof, and to make awards in matters deemed in the best interest of the Town.

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) 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.

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	



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HOT-IN-PLACE ASPHALT RECYCLING FY15 – 7/1/2016 to 6/30/2017

BID SHEET

COMPANY NAME: _____

Hot-in-Place Asphalt Recycling:

\$_____ per square yard

Signature of Authorized Agent

Printed Name & Title



TOWN OF BOLTON

MASSACHUSETTS

Town Hall – 663 Main Street
Bolton, MA 01740
Phone 978 779-2297 - Fax 978 779-5461

COMPANY INFORMATION

Company Name: _____

Company Address: _____

City / State / Zip: _____

Office Phone: _____

Contact Name: _____

Contact Phone: _____

Email: _____

Emergency Contact Number (if available): _____



TOWN OF BOLTON MASSACHUSETTS

Town Hall, 663 Main Street, Bolton, MA 01740
Phone 978-779-2297 Fax 508-779-5461

REQUIRED CERTIFICATIONS

CERTIFICATION OF GOOD FAITH Pursuant to section 10 of chapter 30B of the general laws, (and the Town's policy for all contract pursuant to MGTL c. 30.39M or c. 149.44a-H) the following certificate must be completed and attached to the bid or proposal:

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

BY: _____ SIGNATURE: _____
(COMPANY NAME)

TITLE: _____ DATE: _____

CERTIFICATION THAT STATE TAXES ARE FILED AND PAID Pursuant to section forty-nine A of Chapter sixty-two C of the General Laws, the following certification must be completed and attached to the bid or proposal:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My social security number (voluntary) or Federal Identification number is:

_____.

BY: _____ SIGNATURE: _____
(COMPANY NAME)

TITLE: _____ DATE: _____

Approval of a contract or other contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filings or tax payment obligations. Providers who fail to correct non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.

CERTIFICATE OF NON-CONFLICT OF INTEREST

The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is pecuniarily interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise there from; and further that no official or employee of said governmental body will receive an commission, discount, bonus, gift, contribution, or received from or share in the profits of any person making or performing such contract. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

BY: _____ SIGNATURE: _____
(COMPANY NAME)

TITLE: _____ DATE: _____

NON COLLUSION STATEMENT

The undersigned certifies under penalties of perjury that this is in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

BY: _____ SIGNATURE: _____
(COMPANY NAME)

TITLE: _____ DATE: _____

WAGE RATE CERTIFICATION

This is to certify that the company will pay the prevailing wage rates as determined by the Massachusetts Department of Labor and Industries required by M.G.L. Chapter 149 Section 26 and 27D.

BY: _____ SIGNATURE: _____
(COMPANY NAME)

TITLE: _____ DATE: _____

HOT-IN-PLACE ASPHALT RECYCLING

The Town of Bolton will accept sealed bids for approximately 34,400 square yards of HOT-IN-PLACE ASPHALT RECYCLING. Bid package and specifications may be obtained by contacting the Town of Bolton DPW – 12 Forbush Mill Road – Bolton, MA 01740 Monday through Thursday 8AM to 3PM. Bid package may also be obtained by contacting dpw@townofbolton.com.

Bids may be mailed or delivered to the Town of Bolton DPW Director at 12 Forbush Mill Road – Bolton, MA 01740. **All Bids must be received by no later than 11:00AM on July 12, 2016. Bids will be publicly opened and read by the Director of Public Works at that time.**

All bids shall be in sealed envelopes and plainly marked "ASPHALT RECYCLING".

All bidders must contact the MassDOT – Highway Division – Prequalification Office - , 10 Park Plaza – Room 3620 - Boston, Massachusetts 02116, to be prequalified for this project.

The awarding authority is the Town of Bolton Board of Selectmen / Town Administrator.

**STANDARD GENERAL CONTRACT FOR
PROFESSIONAL SERVICES**

Agreement effective the _____ day of _____ 2016 by and between the TOWN OF BOLTON, 663 Main Street, Bolton, MA 01740, a municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen or its Town Administrator as signed below, with no personal liability to themselves hereinafter referred to as the "Town" and **Highway Rehabilitation Corporation, 2258 Route 22, Brewster, NY 10509** hereinafter referred to as the "Contractor".

RECITALS

WHEREAS the Contractor will furnish the Town with PROFESSIONAL SERVICES and;
WHEREAS the Town desires to obtain such Professional Services from the Contractor in a timely manner and;
WHEREAS it was one of the conditions of the award of this contract that a formal Contract should be executed, by the Contractor and Town, evidencing the terms and conditions for the award.
NOW THEREFORE in consideration of the mutual covenants contained herein the parties agree as follows:

ARTICLE I: Contractor shall furnish Town with:

HOT IN PLACE ASPHALT RECYCLING AT \$4.78 PER SQUARE YARD

subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as lettered **Exhibit A** and which are incorporated herein by reference, (the "Contract") for the sum equal to the aggregate purchase price of that described above to be furnished by Contractor at the prices and rates specified in the proposal, which if also attached hereto is shown as **Exhibit A** and which is incorporated herein by reference.

ARTICLE II: Contractor shall commence the performance of this contract within FOURTEEN days of receiving written notice to proceed. All provisions related to time of completion of the work are of the essence.

ARTICLE III: Reliance by Town - Contractor covenants and agrees to faithfully perform all of its obligations under this Contract and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. It is understood and agreed that the Contractor employees persons skilled in the disciplines necessary to perform the work agreed to be performed by it under this contract and that the Town relies upon the skill of such employees to do and perform the work in a skillful manner and that the Contractor agrees to perform such work. Acceptance by the Town of the work performed does not operate as a release of the Contractor from its responsibility. It is further understood and agreed that the Contractor's responsibility shall extend to all work and services required to be performed under this Contract.

ARTICLE IV: In addition to any other warranties or guarantees in any documents incorporated herein by reference, Contractor warrants that what is being provided, described above in Article I, as the subject matter of this Contract, is fit for the use or purpose intended. Contractor further certifies the suitability, professionalism and capability of all individuals employed to furnish any services specified in Article I above.

ARTICLE V: The Contractor shall purchase and maintain such insurance as will protect it from claims which arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required shall be with a company authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and shall be written for limits of the liability satisfactory to the Town, and shall include insurance in the following amounts:

PROFESSIONAL LIABILITY	\$1,000,000 MINIMUM
UMBRELLA	\$1,000,000 MINIMUM
WORKER'S COMPENSATION	per statutory requirements
AUTOMOBILE LIABILITY INSURANCE:	\$1,000,000.00 each person
	\$1,000,000.00 each accident

Certificates of Insurance acceptable to the Town, naming the Town of Bolton as an additional insured, shall be submitted to the Town simultaneously with the execution of the Contract.

ARTICLE VI: The Town has waived the cost of the building permits if required for this project. All permits must still be obtained by the appropriate Contractors as normally required.

ARTICLE VII: This project is Tax Exempt. The tax exemption number will be furnished to the General Contractor by the Owner after award of the Contract.

ARTICLE VIII: Non-Collusion-The Contractor declares that, as of the date of this Contract, no Town official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the Town in writing should any Town official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of this Contract, it has not given or donated or promised to donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her value, for aid of assistance in obtaining any Contract with the Town.

ARTICLE IX: Termination/Right to Stop Work - The Town may terminate this Contract if (a) any material misrepresentation is made by the Contractor; (b) any failure by the Contractor to perform any of its obligations under this Contract, including but not limited to, the following: (i) failure to commence performance of this Contract at time specified due to a reason or circumstance within the Contractor's reasonable control; (ii) failure to perform this contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control; (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town; (iv) failure to promptly re-perform, within reasonable time, the services that were rejected by the Town as erroneous or unsatisfactory; (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control; (vi) failure to comply with a material term of this contract; and, (vii) any other acts specifically and expressly stated in this contract as constituting a basis for termination of this contract.

The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the Town. The Town may terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other party.

ARTICLE X: Damages - From any sums due to the Contractor for performance of this contract, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of the need to hire a third party to perform the work required by this contract, including the cost of labor and equipment as a result of any event of default, failure, omission or mistake of the Contractor in performing the work as provided in this Contract.

It is further agreed by the Contractor that, in the event the Town is sued in a court of law or equity, or demand is made upon the Town for payment of any damages arising out of the Contractor's performance or non-performance of this Contract, then the Contractor, without reservation, shall indemnify and hold harmless the Town against any and all claims arising out of the Contractor's performance or non-performance of the Agreement.

ARTICLE XI: Governing Ordinances and Laws - This contract is made subject to and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the By-laws of the Town of Bolton and if any such clause thereof does not conform to such Laws or Bylaws, such clause shall be void (the remainder of this Contract shall not be affected) and such Laws or By-laws shall be operative in lieu thereof.

ARTICLE XII: Equal Opportunity - The Contractor, in the performance of all work under this contract, will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIII. Assignability - The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

ARTICLE XIV. Notice - Any notice to be given by either party to the other shall be deemed duly given if mailed, via certified mail, return receipt requested, as follows:

In the case of the Town to:

**Donald Lowe – Town Administrator
Bolton Town Hall
663 Main Street
Bolton, MA 01740**

In the case of the Contractor to:

**Christine Magee – Vice President
Highway Rehabilitation Corporation
2258 Route 22
Brewster, NY 10509**

ARTICLE XV. Amendments - This contract represents the entire agreement between the parties and the terms of this contract may not be altered or amended except in writing and signed by the parties with the same formalities as the initial Contract.

ARTICLE XVI. Severability - If any provision of this Contract or any portion of such provision shall be held invalid or illegal, then the remainder of this Contract or the remainder of such provision shall not be affected thereby.

ARTICLE XVII. Interpretation of Specifications and Contract Requirements - A decision of interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work by the Contractor, shall be made promptly and, in any event, no later than thirty days after the written submission for decision by the Town, but if such decision requires extended investigation and study, the Town shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE XVIII. Indemnification - The Contractor hereby assumes the entire responsibility and liability for any and all injuries to, or death of, all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from, or arising out of, any act, omission or neglect on the part of the Contractor or anyone directly or indirectly employed by the Contractor and shall indemnify, defend and hold harmless the Town of Bolton and all of its officers, agents, employees against all suits, claims of liability of every nature and name, for or on account of any injuries to persons or damage to property arising out of the proven negligence of the Contractor in the performance of the work covered by the Agreement, and/or failure to comply with the terms and conditions of this Agreement, whether by itself or its employees or subcontractors, or other agents, including reasonable attorneys fees.

ARTICLE XIX: The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this Contract, all such contracted sums, subject to the provisions of Article X.

ARTICLE XX - COMPLIANCE – M.G.L. Chapter 62C, §49A

Prior to the issuance of the Contract, _____ shall attest under the penalties of perjury that it is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes. This statement is required in accordance with Massachusetts General Law c.62C, Section 49A.

Pursuant to M.G.L. c.62C, § 49A, I certify under the penalties of perjury that I, to the best of my best knowledge and belief, have filed all state tax returns and paid all state taxes, reported all employees and contractors, and withheld and remitted child support, as required by law.

Social Security Number or Federal
Identification Number

By _____
Corporation Officer or Authorized

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the _____ day of _____, 2016.

Availability of Funds:

Town Accountant

Town of Bolton by its
Board of Selectmen or Town Administrator
Date of Board Vote (if any) _____

Contractor:

Witness

Signature

Print

Title

Corporate Seal