

## **LEGAL NOTICE**

### **TOWN OF HEBRON REQUEST FOR PROPOSALS Cold in Place Recycling Meeting House Road, Burnt Hill Road RFP 2020-10**

The Town of Hebron is soliciting proposals from qualified vendors to provide cold in place recycling services for Meeting House Road and Burnt Hill Road. The Town of Hebron reserves the right to use this base pricing on other Town owned roads if agreed upon with the awarded contractor.

RFP packages are available at the Town Manager's Office, 15 Gilead Street, Hebron, CT 06248, by calling 860-228-5971 x122, on the Town of Hebron website <https://hebronct.com/contact-us/bids/> or on the CTDAS website at [www.biznet.ct.gov](http://www.biznet.ct.gov). An original and five (5) copies of the sealed Proposal must be received in the Town Manager's Office, in envelopes plainly marked "RFP #2020-10 Cold In Place Recycling" by 2:00 p.m. on Thursday, July 9, 2020. The Town of Hebron reserves the right to accept or reject any and all Proposals, or any part thereof, if it is in the best interest of the town.

Andrew J. Tierney  
Town Manager

**TOWN OF HEBRON  
REQUEST FOR PROPOSALS  
Cold in Place Recycling**

**RFP 2020-10**

The Town of Hebron is requesting proposals from qualified vendors to provide cold in place recycling services per the attached specifications (Page 14).

**Scope of work:**

**The anticipated roads to be recycled are Burnt Hill Road and Meeting House Road in the Town of Hebron.** The Town of Hebron reserves the right to use this base pricing on other Town owned roads if agreed upon with the awarded contractor.

**Requirement of on-time completion:** This public works contract requires that the work is completed by October 1, 2020. A penalty of \$1,000 per day will be applied for non-completion. A request for an extension of time beyond the agreed upon completion date may only be granted in the event of an unforeseeable emergency, to accommodate significant changes made by the project owner, or because of the existence of extreme inclement weather conditions.

**Instructions for Bid Submission:**

Requests for Information/Requests for Clarifications: The submission deadline for all Requests for Information/Requests for Clarifications shall be no later than 1:00 p.m. on Thursday, July 2, 2020. All information shall be submitted in writing to Kevin Kelly, Public Works Director via e-mail at [kkelly@hebronct.com](mailto:kkelly@hebronct.com).

The Respondent shall provide the original and five (5) copies of their proposal that includes information that demonstrates the contractors experience, knowledge and qualifications. In addition, the Respondent must provide proposed lump sum bid price inclusive of all taxes, insurance, overhead, profit and all miscellaneous expenses (Page 5 – Bid Form).

Submission Date for RFPs: The submission date for all RFPs shall be no later than 2:00 p.m. on Thursday, July 9, 2020. All submissions must be in a sealed envelope plainly marked "RFP # 2020-10 Cold In Place Recycling" and addressed to:

Mr. Andrew Tierney, Town Manager  
Town of Hebron  
15 Gilead Street  
Hebron, CT 06248

**LATE PROPOSALS WILL NOT BE CONSIDERED**

## **GENERAL INFORMATION**

### **1. Rejection of Request for Proposals:**

The Town reserves the right to reject any and all Proposals received as a result of this RFP, if it is in the best interest of the town.

### **2. Conflict of Interest**

Non-Collusion Affidavit and Code of Ethics - All Statement of Qualification shall include an executed copy of the Town's Non-Collusive Affidavit (Appendix I). All proposers shall abide by the requirements of the Town's Code of Ethics.

### **3. Insurance Requirements**

The Town reserves the right to waive any portion or adjust downward the amount of insurance required depending on the exposures to the Town. The Contractor shall furnish a certificate of insurance to the Town Manager or his designee for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Hebron will receive thirty (30) days written notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

Any aggregate limit shall apply per project. Contractor's insurance shall be primary over any other valid and collectible insurance. Any deductibles are the sole responsibility of the Contractor. Such policy shall name the Town of Hebron as "additional insured".

- A. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations, Broad Form Property Damage:

\$1,000,000 Bodily Injury per Occurrence

\$1,000,000 Property Damage per Occurrence

\$1,000,000 Combined Single Limit

Property damage Liability for the following hazards if applicable:

X (Explosion), C (Collapse), U (Underground damage).

- B. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Bodily Injury per Occurrence

\$1,000,000 Property Damage per Occurrence

\$1,000,000 Combined Single Limit

C. Owners Protective Liability:

On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows: The Town of Hebron, The Hebron Board of Education (where appropriate), and its respective Officers, agents and servants.

D. Worker's Compensation: In accordance with Connecticut State Statutes. Employers Liability Limit - \$1,000,000.

E. Professional liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town Counsel, Accountants, Actuaries, Agents of Record). Additional coverage and limits may be required based upon the particular services contracted.

4. **Equal Opportunity – Affirmative Action**

The successful bidder shall comply in all aspects with the Equal Employment Opportunity Act. All bidders must certify that they agree and warrant that it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation, or physical disability or other basis in any manner prohibited by the laws or ordinances of the United States, the State of Connecticut, or the Town of Hebron. Findings of non-compliance with applicable State and Federal regulations could be sufficient reason for revocation or cancellation of this contract.

5. **Local Bidder Preference**

Bidders are advised that the Town of Hebron has a Local Bidder Preference Ordinance. See Appendix II for Town Ordinance and Appendix III for Local Bidder Affidavit Form.

6. **Severability**

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

RFP PROPOSAL FORM

TOWN OF HEBRON

**Cold In Place Recycling RFP # 2020-10**

Opening Date: Thursday, July 9, 2020, at 2:00 p.m.

Town Manager's Office  
Town of Hebron  
15 Gilead Street  
Hebron, CT 06248

3" Depth Cold In Place Recycling

<b><u>Total Square Yards</u></b>	<b><u>Price per Square Yard</u></b>
10,000 -24,999	
25,000 -49,999	
50,000 +	

4" Depth Cold In Place Recycling

<b><u>Total Square Yards</u></b>	<b><u>Price per Square Yard</u></b>
10,000 -24,999	
25,000 -49,999	
50,000 +	

Portland Cement: (supply amount anticipated)      \$\_\_\_\_\_/ton

Aggregate: (supply amount anticipated)      \$\_\_\_\_\_/ton

Fog Seal:      \$\_\_\_\_\_/sq. yd.

Fog Seal, Contractor Supplies Sand/Sand Truck:      \$\_\_\_\_\_/sq. yd.

Traffic Control, Contractor Supplies:      \$\_\_\_\_\_/sq. yd.

Note: If Bidders have alternative bid specifications, they may be included for consideration by the Town of Hebron.

## **Asphalt Pricing and Price Adjustments**

Contractor's bid prices shall be based upon the current State DOT asphalt cement index posted exactly twenty eight days (28 days) prior to the due date for receipt of bids ("Bid Index"). If the posted State DOT asphalt cement index in place when the work is performed differs by more than 5% from the Bid Index, then Contractor's invoices shall include price adjustments for the asphaltic materials based on the actual gallons incorporated into the work.

### **References**

We have done work or provided services for the following municipalities and dates:

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual or corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name & Title of Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Town/City                  State                  Zip

**APPENDIX I**

**TOWN OF HEBRON**  
**Department of Finance**  
**NON COLLUSIVE AFFIDAVIT OF PROPOSER**

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the submitting company developed the Statement/Proposal independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent submissions or competition;
- (2) the submitting company, its employees and agents have not communicated the contents of the submission to any person not an employee or agent of the proposer and will not communicate the submission to any such person prior to the official opening of the Statement of Qualification/Proposal, and
- (3) acknowledges that the Town of Hebron's Code of Ethics has been received and understood.

The undersigned submitter further certifies that this statement is executed for the purpose of inducing the Town of Hebron to consider the Statement of Qualifications/Proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Submitter/Firm

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Title Person

Subscribed and Sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

My Commission Expires

\_\_\_\_\_

# Hebron Code of Ethics

Effective November 5, 2019

## I. Persons Governed by this Code

This code shall apply to all Town officials, officers and employees, whether elected and/or appointed, including members of boards, commissions, and committees, full time or part time, paid or unpaid and shall hereinafter be referred to collectively as “persons governed by this code.”

## II. Purpose

Public office is a public trust. The trust of the public is essential for government to function effectively. Policy developed by government officials and employees affects every citizen of the town, and it must be based upon honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity, fairness and transparency of their government.

Persons governed by this code shall strive to conduct themselves in a professional, courteous, honest manner and otherwise according to the highest moral and personal standards of integrity, such that their behavior reflects favorably upon themselves and the Town of Hebron, including but not limited to conduct or communication in any public forum or media.

## III. Definitions

As used in this Chapter, the following listed words and phrases shall have these specific meanings:

- A. ***Conflict of Interest:*** A conflict between one’s obligation to the public good and one’s self-interest.
- B. ***Financial Interest:*** Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.
- C. ***Gift:*** Anything having value whether in the form of service, loan, tangible property, promise or any other form. However a gift shall not include political contributions made in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.
- D. ***Immediate Family:*** Includes spouse/domestic partner, siblings, child(ren), parents, of persons governed by this code or the spouse/domestic partner and any individual residing in the same household.



- E. ***Independent Contractor:*** Any general contractor, subcontractor, consultant, person, firm, corporation, vendor or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.
- F. ***Personal Interest:*** Any non-monetary benefit, special consideration, treatment or advantage accruing to persons governed by this code which is not equally available to the general public.

#### **IV. Conflicts of Interest**

No person governed by this code shall use his position or office for the financial or personal interest of himself, a business with which he is associated, an individual with which he is associated or a member of his immediate family.

No person governed by this code shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, that is incompatible with the proper discharge of his official responsibilities in the public interest or that would tend to impair his independent judgment or action in the performance of his official responsibilities.

No person governed by this code or a business with which he is associated or member of his immediate family shall enter into a contract with the Town unless it is awarded through a process of public notice and/or competitive bidding.

No person governed by this code or independent contractor shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

#### **V. Disclosure and Recusal**

A person governed by this code shall refrain from participating on behalf of the Town of Hebron in any matter pending before any agency of the town if he, a business with which he is associated, an individual with whom he is associated or a member of his immediate family has a financial or personal interest in that matter and such interest is not shared by a substantial segment of the town's population.

If such participation is within the scope of said person's official responsibility, he shall be required to provide written disclosure, that sets forth the nature and extent of such interest to the Town Clerk, and this disclosure shall be included in the official record of all proceedings on this matter.

Notwithstanding the prohibition outlined above, a person governed by this code may vote or otherwise participate in a matter that involves a determination of general policy if said person's interest in the matter is shared with a substantial segment of the population of the Town.

No person governed by this code shall appear on behalf of private interests before any agency of the Town, nor shall he represent private interests in any action, proceeding or litigation against the town.

Nothing contained in this code shall prohibit or restrict a person governed by this code from appearing before any agency of the Town on his own behalf, or from being a party in any action, proceeding or litigation brought by or against such person to which the Town is also a party.

For a period of one (1) year after termination of service to the Town, no former employee or Town official who participated in the negotiation or award of a town contract valued in excess of \$25,000 shall accept employment with, appear on behalf of, or represent any private interest concerning matters related to this same contract.

#### **VI. Gifts**

No person governed by this code or member of such individual's immediate family or business with which he is associated shall solicit or accept any gift that could reasonably be expected to influence or create an appearance of influencing the actions or judgment of such person.

If a prohibited gift is offered to a person governed by this code, he shall refuse it, return it, pay the donor the market value of the gift or donate it to a nonprofit organization provided he does not take the corresponding tax write-off. Alternatively, such prohibited gift may be considered a gift to the Town provided it remains in the Town's possession.

#### **VII. Use of Town Assets**

No person governed by this code or independent contractor shall request or permit the use of town funds or services, Town owned or leased vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such assets and services are available to the public generally or are provided as Town policy for the use of persons governed by this code in the conduct of official business.

#### **VIII. Use of Confidential Information**

No person governed by this code, former employee or independent contractor shall disclose confidential information concerning Town affairs, nor shall such persons governed by this code use this information for the personal or financial interests of themselves or others.

APPENDIX II  
ORDINANCE PROVIDING FOR LOCAL PREFERENCE  
CHAPTER 11, ARTICLE 1

§11-1 TOWN BASED BUSINESS

**The term “town based business” shall mean a business with a principal business located within the Town of Hebron.** A business shall not be considered a town based business, unless evidence submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Hebron. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

§11-2 LOWEST RESPONSIBLE BIDDERS

On any project the lowest responsible bidder shall be determined in the following order:

Provided that such town based resident bidder shall have met all other requirements set forth in this article, any town based resident bidder which has submitted a bid not more than five (5) percent higher than the lowest most responsible bid may be awarded the bid provided such town based bidder agrees to accept the award of the bid at the amount of the lowest most responsible bid.

If more than one town based resident bidder has submitted a bid not more than five (5) percent higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the town based resident bidders which had submitted the lowest bid.

§11-3 IMPLEMENTATION OF LOCAL BIDDER PREFERENCE

Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to the solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit an affidavit form, approved by the Town of Hebron, may result in your disqualification as a local vendor and ineligibility for contract award.

§11-4 RESTRICTION OF USE OF LOCAL BIDDER PREFERENCE

This section shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the town and other municipalities or the State of Connecticut.

APPENDIX III

AFFIDAVIT PURSUANT  
TO THE ORDINANCE PROVIDING FOR LOCAL PREFERENCE

**(It is not necessary to submit this form unless you are a Hebron Town-based Business)**

The undersigned, being duly sworn, disposes and says as follows:

1. That he/she is over the age of eighteen (18) years of age;
2. That he/she believes in and understands the obligations of an oath;
3. That he/she is submitting a bid as a “town based business”, pursuant to those conditions delineated in the Town of Hebron’s Ordinance Providing for Local Preference.

\_\_\_\_\_  
Name of Local Bidder  
(Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Local Bidder

# **TOWN OF HEBRON**

## **Purchasing Office**

15 Gilead Street, Hebron, CT 06248

### **"NO BID" RESPONSE**

**Name of RFP: 2020-10 Town of Hebron – Cold In Place Recycling**

**Date of Bid Opening: Thursday, July 9, 2020, 2:00 p.m.**

For tracking, audit, and record-keeping purposes, we would very much appreciate knowing the reason why you have chosen not to submit a proposal for the above-referenced RFP.

Would you please take a moment to provide a brief explanation below for not submitting a proposal to us for this purchase?

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Please also indicate if you would like to continue to receive bids and quotes from us in the future for above-referenced related purchases. If we do not receive this form back, we will assume you are no longer interested in receiving bids and quotes from us.

Please continue to send me bids, quotes, and RFPs. Yes \_\_\_\_\_ No \_\_\_\_\_

Company name \_\_\_\_\_

Mailing address \_\_\_\_\_

Your name \_\_\_\_\_ Date \_\_\_\_\_

This may be mailed, faxed, or e-mailed back to us at:

Town of Hebron

Attn: Town Manager's Office

Hebron, CT 06248

Fax: 860 228-4859

E-mail: [dlanza@hebronct.com](mailto:dlanza@hebronct.com)

Thank you for your response.

## **COLD IN PLACE RECYCLING SPECIFICATIONS**

### **1. Scope**

Work under this contract shall consist of milling the existing bituminous pavement, pulverizing these millings, adding emulsified asphalt, possibly adding new aggregate, Portland cement, mixing, repaving and compacting the mixture in one continuous operation to the lines, grades, and dimensions shown on the plans. Contractor shall supply all equipment, including fuel for such equipment, equipment maintenance, equipment repairs, equipment operators and labor.

If Municipality is in charge of traffic control:

Municipality shall be responsible for traffic control patterns throughout the term of Contract. Municipality shall be responsible for providing traffic control personnel, as well as supplying, erecting, maintaining, moving and removing all signs, sign supports, barricades, traffic cones, traffic delineators, and any other materials necessary to establish the traffic patterns.

If Contractor is in charge of traffic control:

Contractor shall be responsible for traffic control patterns throughout the term of Contract. Contractor shall be responsible for providing traffic control personnel, as well as supplying, erecting, maintaining, moving and removing all signs, sign supports, barricades, traffic cones, traffic delineators, and any other materials necessary to establish the traffic patterns.

### **2. Materials**

2.1 The asphalt emulsion type shall be called for in the proposal (Either HFMS-2 or CSS- 1H) see enclosed specifications for asphalt emulsion.

2.2 The cold recycled asphalt pavement shall consist of approximately three (3) to four (4) inches of the existing bituminous pavement and meet the following gradation requirement.

<b><u>SIEVE SIZE</u></b>	<b><u>% PASSING</u></b>
1 1/2"	100
1"	90-100

2.3 The existing bituminous material shall be milled in a manner that does not disturb the underlying material in the existing roadway. The depth of milling shall be adjusted as necessary to avoid mixing soil from under the pavement into the recycling process. Wherever feasible, it is desirable to maintain at least two inches (2.0") of existing pavement after the milling process to support the cold-in-place train and limit the incorporation of the base materials.

#### ***2.4 Mix Design and Submission Requirements***

Mix designs shall be performed on materials obtained from cores within depth of the range of anticipated milling. The mix design shall be performed at varying rates of emulsion addition to determine the optimal emulsion application rate for the given material.

Cores or laboratory testing Contractor performs to establish the recycled asphalt mix design shall be included in the cold-in-place recycled pavement pay item and not paid for separately.

### *2.5 Aggregate (New coarse and fine)*

New Aggregate may be added to the cold-in-place recycling process to improve the characteristics of the finished product but shall not exceed 20% of the total mass of the finished product being placed. Any new coarse or fine aggregate added to the recycling process must meet the requirements of FORM 816 Section M.04 Bituminous Concrete for coarse aggregate, the nominal maximum aggregate size shall not exceed one-half inch (½"). A mix design shall be submitted with the new aggregate incorporated into the design.

### *2.6 Portland Cement*

The use of Portland cement as an additive is acceptable to enhance the characteristics of the finished product. The addition of Portland cement shall not exceed 1.5% of the finished product by weight. If Portland cement is to be used as an additive, it shall be included in the mix design process.

### *2.7 Fogseal*

Due to traffic conditions and surface preparation for the next wearing course, a Fog Seal with cover sand may be required. This shall be agreed upon before application between the Contractor and the Director of Public Works

## **3. Construction Requirements**

3.1 The existing bituminous material shall be cold recycled in a manner that does not disturb the underlying material in the existing roadway. However, in some circumstances a certain amount of the base material may have to be incorporated. In other instances, it may be necessary for the contractor, with the consent of the highway superintendent, to decrease the depths of cut because of large rocks, ledge or unsuitable materials.

3.2 Recycling operations shall not be performed when the atmospheric temperatures are below 50 degrees Fahrenheit or when the weather is foggy or rainy, or when weather conditions are such that proper mixing, spreading and compacting of the recycled material cannot be accomplished in the judgments of the highway superintendent and the project supervisor.

3.3 When commencing recycling operations, the asphalt emulsion shall be added to the pulverized bituminous material at the initial design rate determined and varied by the project engineer-supervisor as required by existing pavement conditions. This amount will be conveyed to the Town Public Works Director or designee, before commencement. An allowable tolerance of plus or minus 0.2 percent of initial design rate or project engineer-supervisor direct rate of application shall be maintained at all times. The contractor may add water to the pulverized material to facilitate uniform mixing with the asphalt Emulsion. Said water shall not cause an adverse effect on the addition or the recycled material. In some instances, aggregate will have to be incorporated into the recycled mix to improve the gradation of the in-place mixes. These aggregates shall be crushed stone or gravel conforming to the requirements of ConnDOT M.04.01 1. Coarse Aggregates of the January 2016 Form 817 Specifications for Roads, Bridges, and Incidental Construction, as currently amended. Bank run gravel will not be allowed.

3.4 The contractor shall demonstrate his or her ability to obtain a minimum Density of 95 % of a laboratory specimen prepared in accordance with AASHTO T-245 (50 blows). The Director of Public Works, his designee, or project Engineer- supervisor may require a re-demonstration of rolling capabilities when a change in the recycled material is observed, whenever a change in rolling equipment is made or if densities are not being obtained with the rolling pattern being used.

3.5 After the recycled material has been spread and compacted, an additional hour of curing may be allowed prior to area being opened to traffic. Before placing bituminous surfacing, the recycled material shall be allowed to cure such that the free of moisture content is reduced to 1.5% or less or for a minimum of 7 days.

3.6 Manholes and Other Structures: Contractor will not be responsible for lowering or cutting asphalt or removing asphalt for manholes, the town may lower and plate manholes or saw cut up to but not more than 5' before and after and at least half way across the road and remove asphalt with backhoe prior to COLD IN PLACE RECYCLING. The Municipality shall be responsible for covering all storm drains and catch basins on the project and have the location of each clearly marked prior to commencement of recycling. Any downtime of the Recycler and affiliated equipment caused by damage due to striking underground utilities that have been left un-marked, shall be compensated at an hourly rate for all hours lost. HMA may be placed in front of milling machine for use.

3.7 The contractor shall be responsible for ensuring that the cold-in-place recycled mix is not damaged by traffic.

3.8 Traffic, including construction traffic, shall be kept off freshly placed Cold-in-place recycled mix for a minimum of one hour or whatever time is required to prevent damage to the surface.

3.9 The decisions of what traffic control will be needed will be made by the Director of Public Works or designee, and the contractor prior to starting the project. The maximum speed of traffic on the fresh recycled mix shall be 30 km/h (20 mph). This speed must be posted and enforced.

#### **4. Equipment**

4.1 The contractor shall furnish a self-propelled down cutting milling machine capable of pulverizing the existing bituminous materials to the specified depth in one pass. Said machine shall have a minimum rotor cutting width of 10.5 feet with the capability of widening to 13.5 feet, standard automatic depth controls and must maintain a constant cutting depth.

4.2 A positive displacement pump, capable of accurately metering the required Quantity of emulsion down to a rate of 4 gal/minute, shall be used.

4.3 Placing of recycled bituminous base course shall be accomplished with a self-propelled bituminous paver having sufficient hopper capacity of (15 ton minimum) to temporarily store surges of materials due to variations in the pavement and milling depths. Ensure that a continuous flow of material is deposited into the paver hopper. Material should not overfill the hopper and spill over the sidewalls, nor should the hopper be under filled such that the drag slats in the bottom of the hopper are exposed. The bituminous recycled material shall be spread in one continuous pass, without segregation.

When a pick-up machine is used to feed the windrow into the paver hopper, the pick-up machine shall be capable of picking up the entire windrow to the underlying materials

In instances where a large surplus of RAP is produced, the equipment shall have provisions for off loading this processed material prior to its being mixed with emulsion. Where deficiencies of material exist due to pavement conditions such as rutting or thin pavement, the off loaded RAP may be added back into the process.



## ***Rolling Procedure***

4.4 The number, weight, and type of rollers shall be sufficient to obtain the required compaction of a minimum of 95% while the mixture is a workable condition except that the pneumatic roller(s) shall be 20 ton minimum weight.

Initial rolling is to be done with a rubber tired roller(s) and continued until no displacement is observed or until the pneumatic rollers have "walked out". Final rolling to eliminate pneumatic tire marks and achieve density shall be done by steel wheel roller(s), either in static or vibratory mode, as required to achieve required density.

Rollers shall not be started or stopped on encompassed recycled material. Rolling shall be established so that starting and stopping will be on previously compacted recycled material or on the existing bituminous roadway or shoulder. Any type of rolling that results in cracking, excessive movement, or other types of pavement distress shall be discontinued until such time the problem can be resolved. The Public Works Director or designee, and project engineer-supervisor have sole discretion of discontinuation and commencement of rolling operations.

Compaction should begin when the mix begins to break (30 minutes-2 hours).

- Ensure that the rollers are the correct distance behind the paver in accordance with the requirements of the emulsion manufacturer.
- Ensure that rollers are not operating at more than 6.4 km/h (4 mi/h).
- Ensure that there is no damage from potential overrolling.
- Communicate daily with the roller operators to review the developed rolling pattern.
- Ensure that stops, starts, and turns are gradual.
- Ensure that finish rolling is completed within the time specified in the contract documents.
- Ensure that water (or an approved wetting agent if permitted by the contract documents) is lightly sprayed onto the roller drums and tires to prevent pickup. Under no circumstances should diesel or other solvents be used to prevent pickup.

## **5. Fog Seal Specification**

5.1 This work shall consist of furnishing all materials, equipment, labor and preparation necessary for the application of a light coating of asphalt emulsion to the recycled material

5.2 Asphalt emulsion CSS-1H Fogseal will be used

5.3 Provide equipment conforming to the requirements of this section.

- Use equipment for asphalt emulsion distribution ensure that it has a computerized rate control that automatically adjusts the emulsion pump to the unit ground.
- Furnish accurate thermometers for determining any of the applicable temperature requirements of this specification.

5.4 Do not place fog seal if any of the following conditions exist:

- Impending weather conditions do not allow for proper curing or if temperatures are forecasted below 50°F (10°C) within 24 hours from the time of work
- Existing pavement temperature is 140°F (60°C) or above
- Pavement surface is wet or rain is forecasted within 24 hours of placement

5.5 The Contractor shall follow the construction methods as described:

- Apply the asphalt emulsion at the target rate(s) established during the test strip.
- Maintain the asphalt emulsion temperature from 150 to 185°F (65 to 85°C) during construction, including the start of each day.
- If the target application rates are not the optimum application rates to achieve proper coating of the recycled material or the break time is too long or short, immediately notify the Engineer.
- Do not allow the asphalt emulsion to streak on the road surface. If the Engineer determines that streaking is occurring, cease operations until the Engineer is satisfied that streaking has been eliminated.

5.6 Asphalt Emulsion Application Rates

- Gallons per Square Yard
- 50% Diluted Emulsion 0.03 – 0.11 0.06 – 0.15

5.7 During the application of the fog seal, inspect the fog seal for deficiencies resulting from poor workmanship, flushing, tracking from equipment, surface patterns, and sweeping. Inspect workmanship for untreated areas, minimum overlap on longitudinal joints, and minimum overlap on construction joints.

5.8 Cover Sand will be applied at a rate between two (2) to three (3) pounds per square yard.

## **6. Contractors Requirements**

6.1 The contractor shall have the ability to present to the Town a history of 5 years of experience in cold-in place pavement recycling.

6.2 The contractor shall own or show the ability to own, rent or subcontract the equipment with properly trained personnel and experience which he or she intends to complete the contract, if so awarded.

6.3 The contractor shall show the ability to properly supply the project with ample access to liquid asphalt as required by the cold in place process.

6.4 The contractor is required to provide a project engineer-supervisor on the job and the name of project engineer-'supervisor will be supplied prior to project.

## **7. Method of Measurement**

7.1 Quality controlled cold-in-place recycling shall be measured by the square yard. The depth of cut of the milling operation shall be designated by the engineer/ supervisor and highway superintendent.

7.2 Any additional aggregate or additive placed by the contractor will be measured by the ton.

## **8. CONTRACT PERIOD**

8.1 The contract period shall begin on July 1, 2020 and end on October 30, 2020.

8.2 The Town reserves itself the option to extend the use, terms, conditions and prices of this bid annually, up to a maximum of two (2) years after the first year in which the contract is awarded. Such extension will be subject to the Town reviewing and approving the Contractor's annual request for a price adjustment based on and limited to the prior year's actual rate of inflation. If such price adjustment cannot be mutually agreed upon between the Town and Contractor, the Town may choose to re-bid the work in lieu of extending this contract.

8.3 In the event of a failure or breach in performance of any bid by the successful bidder, The Town of Hebron, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.