

**ITEM A-81-23 COLD PLANING**  
**DATED: JANUARY 2023**  
**CONTRACT PERIOD: 03/31/23 - 03/30/24**

**INTENT**

It is the intent of these specifications to describe the removal of asphalt concrete pavement by cold planing in accordance with N.Y.S.D.O.T. specification 490.30-Misc. Cold Milling of Bituminous Concrete.

**SCOPE OF WORK**

Bidder shall furnish approved cold milling machine complete with operator and ground man to load into county trucks. County will supply maintenance and protection of traffic, clean up and water for milling machine.

**QUALIFICATION OF BIDDER**

If requested by the Montgomery County Commissioner of Public Works, hereinafter referred to as the "Commissioner", the bidder must present evidence of experience, ability and financial standing, and a statement as to equipment.

**EQUIPMENT**

The equipment for removing the asphalt concrete pavement will be a commercially designed and manufactured machine capable of performing the work in a manner satisfactory to the Commissioner.

**COLD PLANING - STANDARD**

The machine shall be diesel power-operated and self-propelled at least 600 HP, s minimum operating weight of 87,000 pounds, and shall have sufficient power, traction and stability to remove a thickness of bituminous surface to specified depth, and provide a uniform profile and cross slope. The machine shall be capable of accurately and automatically establishing profile grades (within  $\pm 1/8$  inch) along each edge of the machine by referencing from the existing pavement by means of a floating side plate, or from an independent grade line. The machine shall have an automatic system for controlling grade elevation and cross slope. The machine shall have an automatic system for controlling grade elevation and cross slope. The machine shall be equipped with a water system to effectively control dust generated by the cutting operation. The machine shall have a cutting width no less than 6.5 feet, and shall be front loading, so that trucks may be loaded in the direction of normal traffic.

**COLD PLANING - VARIABLE WIDTHS**

The machine shall be diesel power-operated and self-propelled with at least 390 HP, a minimum operating weight of 55,000 pounds and shall have sufficient power, traction and stability to remove a thickness of bituminous surface to specified depth, and provide a uniform profile and cross slope. The machine shall be capable of accurately and automatically establishing profile grades (within  $\pm 1/8$  inch) along each edge of the machine by referencing from the existing pavement by means of a floating side plate, or from an independent

grade line. The machine shall have an automatic system for controlling grade elevation and cross slope. The machine shall be equipped with a water system to effectively control dust generated by the cutting operation. The machine shall have a variable cutting width of 2 ft., 3 ft. and 4 ft., and shall be front loading, so that trucks may be loaded in the direction of normal traffic.

#### **COLD PLANING - TRIM MACHINE**

The machine shall be diesel power operated and self-propelled with at least 100 HP, a minimum operating weight of 15,000 pounds and shall have sufficient power, traction and stability to remove a thickness of bituminous surface to specified depth. The machine shall have a manual system for controlling grade elevation and cross slope. The machine shall be equipped with a water system to effectively control dust generated by the cutting operation. The machine shall have a cutting width no less than 20 inches, and shall be equipped with an optional loading conveyor.

Bidder shall include a manufacturer's specification sheet on the machine he proposes to use.

#### **AWARD OF CONTRACT**

Award of contract will be made only to the lowest responsible bidder as will promote the public interest. The County of Montgomery reserves the right to reject any and all proposals, or award to other than the low bidder, to waive minor informalities, to advertise for new proposal, or to proceed to do the work otherwise if, in its opinion, the vest interest of the County will thereby be promoted.

#### **METHOD OF MEASUREMENT**

**Cold Planing - Standard** - The square yard quantity will be measured daily, and payment made on the actual yards completed.

**Cold Planing - Variable Widths** - The linear feet quantity will be measured daily, and payment made on the actual linear feet completed.

**Cold Planing - Trim Machine** - The hourly usage will be measured daily and payment made on the actual hours worked (minimum daily charge will be four [4] times the hourly rate).

#### **PREVAILING RATES SCHEDULE**

Successful contractors shall pay not less than the prevailing wage rate established by the New York State Department of Labor, Bureau of Public Works. The Wage Rate Schedule as prepared by the Department of Labor hereby becomes a part of the contract, and is included herein.

#### **INSURANCE**

A. The contract shall not commence work under this contract until he has obtained all insurance required under this section, and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required by the subcontractor has been so obtained and approved.

Neither approval by the County nor a failure to disapprove insurance furnished by a contractor or subcontractor shall release the contractor or subcontractor of full responsibility for liability, damages, and accidents as set forth herein.

- B. The contractor and each subcontractor shall maintain such required insurance in force during the life of this contract and no modification or change of insurance carriage and provisions shall be made without thirty (30) days written advance notice to the County.
1. COMPENSATION INSURANCE: The contractor shall take out and maintain, during the life of the contract, Workers Compensation Insurance for all his employees at the site of the project, and in case any work is sublet, the contractor shall require the subcontractor to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In any case any class of employees are engaged in hazardous work under this contract and are not protected under the Workers Compensation Statute, the contractor shall provide adequate insurance for the protection of these employees.
  2. LIABILITY AND PROPERTY DAMAGE INSURANCE: The contractor shall take out and maintain during the life of this contract such liability and property damage insurance as shall protect him and subcontractor performing work covered by this contract from claims for damage, for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
    - a. BODILY LIABILITY INSURANCE in an amount not less than one million dollars (\$1,000,000) for injuries, including wrongful death to any one person and subject to the same limit for each person in an amount not less than two million dollars (\$2,000,000) for injuries to or death of two or more persons in any one accident.
    - b. PROPERTY DAMAGE INSURANCE in an amount not less than one million dollars (\$1,000,000) for damages on account of any one accident, and in an amount not less than two million dollars for damages on account of all accidents.
  3. CONTINGENT LIABILITY: The above policies for Bodily Injury Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contractor against claims arising from the operations of subcontractors.
  4. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE ON BEHALF OF COUNTY: In addition to the Liability and Property Damage Insurance above mentioned, the contractor shall furnish evidence to the County that with respect to the operations of himself or any of his subcontractors, he has provided for and in behalf of the County regular protective Public Liability and Property Damage Insurance.

**PRICE BID**

**Cold Planing - Standard** - On the proposal the bidder shall indicate a price per square yard and cost for mobilization.

**Cold Planing - Variable Widths** - On the proposal, the bidder shall indicate a price per linear foot and cost for mobilization.

**Cold Planing - Trim Machine** - On the proposal, the bidder shall indicate a price per hour and cost for mobilization.

**OTHER MUNICIPALITIES**

All provisions of this specification and the ensuing contract, including insurance, shall be extended to all municipalities in the County of Montgomery, and work ordered by them, shall be furnished according to their needs at the prices and terms of the contract.

**PROPOSAL FORM FOR ITEM A-81-23**  
**COLD PLANING**  
**Sheet 1 of 2**

Deliver Proposals to: Montgomery County Purchasing Agent  
P.O. Box 1500  
Fonda, NY 12068-1500

Sir:

The undersigned as read and understands the Information and Instructions to Bidders and the specifications for the furnishing of Item A-81-23 Cold Planing, and proposes to furnish the items at the cost shown on the attached sheet.

This proposal is subject to acceptance within forty-five (45) days of the time set for the opening of bids.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BIDDERS FEDERAL ID NO.  
OR SOCIAL SECURITY NO.: \_\_\_\_\_

IS FIRM INCORPORATED? \_\_\_\_\_

IS FIRM MINORITY OWNED? \_\_\_\_\_

(Minority ownership refers to ethnic origin NOT gender)

**PROPOSAL FORM FOR ITEM A-81-23  
COLD PLANING  
Sheet 2 of 2**

Proposal of: \_\_\_\_\_

STANDARD

<u>Depth of Cut</u>	<u>Price per Square Yard</u>
0 - 1 3/4"	\$ _____
2" - 2 3/4"	\$ _____
3" - 4 3/4"	\$ _____
5" - 6"	\$ _____
Cost for mobilization	\$ _____

VARIABLE WIDTHS

<u>Depth of Cut</u>	<u>Price per Lineal Foot</u>		
	2 ft. wide cut	3 ft. wide cut	4 ft. wide cut
0 - 3"	\$ _____	\$ _____	\$ _____
3" - 6"	\$ _____	\$ _____	\$ _____
6" - 10"	\$ _____	\$ _____	\$ _____
Cost for mobilization	\$ _____	\$ _____	\$ _____

TRIM MACHINE

Hourly Rate \$ \_\_\_\_\_

Cost for mobilization \$ \_\_\_\_\_