

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group 31503 - BITUMINOUS CONCRETE HOT MIX ASPHALT (VPP) (DOT Specific Projects) (Federal Funds) Classification Code: 30
Award Number	:	21757
Contract Period	:	April 1, 2009 to December 31, 2009
Bid Opening Date	:	February 24, 2009
Date of Issue	:	April 13, 2009
Specification Reference	:	As Incorporated In The Invitation for Bids and SPEC-914 dated October 27, 2008 and Purchasing Memorandum dated February 11, 2009
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	
Name	: José DeAndres
Title	: Purchasing Officer I
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**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

Bituminous concrete is a mixture of stone of various sizes and liquid material. The mixture is heated and proportioned in a bituminous concrete plant and compacted on a road in a heated state. It is used for preventive maintenance activities which ensure that highways and bridges meet or exceed their optimum useful life.

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC64484	A.L. BLADES & SONS, INC. 7610 County Route 65 Hornell, NY 14843	607/324-3636 Robert U. Blades, Jr. Fax: 607/324-0998 E-mail: rublades@alblades.com Web Site: www.alblades.com	160798762
PC64485	BARRETT PAVING MATERIALS, INC. 26572 NYS Rt. 37 Watertown, NY 13601	315/788-2037 Sylvain Gross Fax: 315/786-0748 E-mail: sgross@barrettpaving.com	133003901
PC64486	CHEMUNG CONTRACTING CORP. 2105 South Broadway Pine City, NY 14871	607/737-6200 ext 116 Jeanne Buckbee Fax: 607/767-0841 E-mail: jbuckbee@dalholding.com	160806863
PC64487	HANSON AGGREGATES NEW YORK, LLC. P.O. Box 513, 4800 Jamesville Road Jamesville, NY 13078	315/469-5501 Thomas McCambley Fax: 315/469-3133 E-mail: Tom.McCambley@hanson.com	160928494

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

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CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a. **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. **Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses**

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

SCOPE:

Bituminous Concrete is a mixture of stone of various sizes and liquid material. The mixture is heated and proportioned in a bituminous concrete plant and compacted on a road in a heated state. Once the material cools, it becomes a hard durable material. Bituminous concrete is used for roads, parking lots, tennis courts, sidewalks, bike paths, and for patching same. This ensuing contract provide an avenue for preventive maintenance activities which ensure that highways and bridges meet or exceed their optimum useful life.

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PRICE: **General** - Clause 24B of the General Specifications has been modified to read:

Price is net per ton, furnished, delivered, dumped into approved spreading machines, placed, and compacted totally. The existing bituminous concrete surface (and any surfaces included in this contract that will be overlaid by this contract) shall be treated with tack coat. **Tack coat shall be paid under its own item.** The price for the tack coat includes furnishing, delivering, and applying the tack coat as indicated. Price adjustments, if any, will be calculated on the basis of the material actually furnished.

The contractor is to furnish all necessary labor and equipment to complete the indicated projects except that the State will supervise and control the operation. Permanent pavement striping will be the responsibility of the State upon completion of the paving after the contractor has vacated the project site. The equipment supplied to place the hot mix asphalt shall meet the requirements of Section 402 of the New York State Department of Transportation Standard Specifications. The equipment supplied to place the tack coat shall meet the requirements of Section 407 of the New York State Department of Transportation Standard Specifications.

Hot mix asphalt pavers shall meet the requirements of Sub-Section 402-3.02, Hot Mix Pavers, of the New York Department of Transportation Standard Specifications. Compaction equipment shall meet the requirements of Sub-Section 402-3.04, Rollers of the Specification. All necessary operators shall be supplied along with the hot mix asphalt paver, rollers and distributor.

The approved hot mix asphalt pavers shall be capable of simultaneously paving the travel lanes and the shoulders. All personnel supplied for the paving shall be qualified and experienced in hot mix asphalt paving.

ASPHALT PRICE ADJUSTMENTS:

1. Asphalt price adjustments allowed will be based on the October 1, 2008 average of the F.O.B. terminal price **per ton** of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price) **for the hot mix asphalt and tack coat.**

The October 1, 2008 average is \$691.00 **per ton.**

The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.

In the event that one or more of the New York State Department of Transportation pre-approved sources discontinue posting a price for asphalt cement, the base average F.O.B. terminal **price shall not be recalculated.**

2. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the "Adjustment Date", during the contract period starting with March 20, 2009. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., April 1, 2009) following the adjustment date.
3. The unit prices per ton of hot mix asphalt (HMA) and per gallon of tack coat purchased from any award based on this specification will be subject to adjustment based on the following formulae:

Hot Mix

Price Adjustment (per ton)	=	{New Monthly Average F.O.B. Terminal Price}	-	{Base Average F.O.B. Terminal Price}	X	Total % Asphalt Plus Fuel Allowance
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PRICE: (Cont'd)

ASPHALT PRICE ADJUSTMENTS: (Cont'd)

3. (Cont'd)

Tack Coat

Price Adjustment (per gallon)	=	{New Monthly Average F.O.B. Terminal Price}	-	{Base Average Terminal Price}	X	Total % Asphalt Plus Fuel Allowance
				235		

NEW MONTHLY AVERAGE F.O.B. TERMINAL PRICE:

The average F.O.B. terminal price for unmodified PG 64-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation per New York State Department of Transportation Standard Specification.

BASE AVERAGE F.O.B. TERMINAL PRICE:

The average F.O.B. terminal price of unmodified PG 64-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of October 1, 2008.

TOTAL % ASPHALT PLUS FUEL:

The percentage of total allowable asphalt and fuel for each item is as follows:

<u>Item</u>	<u>% Asphalt</u>	<u>+Fuel Allowance</u>	<u>plus Fuel Allowance</u>
402.017901	****	1	****
402.018901	****	1	****
402.068X0118	6.50	1	7.50%
402.09XX01	6.20	1	7.20%
402.12XX01	5.50	1	6.50%
402.19XX01	4.90	1	5.90%
407-90 Tack Coat	35.00	0.2	35.20%
407.02010018 Tack Coat	55.00	0.2	55.20%

****The conversion factor for Truing & Leveling will be computed separately using the conversion factors for the individual mixtures used.

EXAMPLE: Item 402.09XX01

Base Average Price = \$691.00 New Average Price = \$707.00 Total % Asphalt plus Fuel = 7.20%

$$\$707.00 - \$691.00 \times 0.072 = +\$1.52 \text{ per ton}$$

Tack Coat

EXAMPLE:

Item 702-90

Base Avg. Price = \$691.000 $\frac{\$707.000 - \$691.000}{235}$ x 0.352 = +\$0.239 per gallon

New Avg. Price = \$707.000

235

Total Allowable Petroleum

+Fuel Allowance represents allowance for energy (fuel, electricity, natural gas) used in the production of asphalt. It is a cost associated with the product and not intended to represent any trucking or hauling of product.

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PRICE: (Cont'd)

ASPHALT PRICE ADJUSTMENTS: (Cont'd)

TOTAL % ASPHALT PLUS FUEL: (Cont'd)

Positive Price Adjustment number shall be added to original per ton/gallon Price.

Negative Price Adjustment number shall be subtracted from original per ton/gallon Price.

4. Work performed after the expiration of the contract, where no extension has been granted, resultant from purchase orders placed prior to expiration of the contract will receive the asphalt price adjustments applicable in effect during the last month of the contract.

Asphalt price adjustments for any contracts that are extended will be based on the new average for the month in which the work is done applying the same base established for that contract.

5. Asphalt price adjustments allowed by this contract shall be calculated and applied to the original prices. There will not be asphalt price adjustments unless the change amounts to more than \$0.10 per ton from the original price for the hot mix and \$0.0150 per gallon for the tack coat. In these instances, prices will revert back to the original prices.
6. All asphalt price adjustments will be computed to three decimal places.
7. Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the State or in prices which are not truly reflective of market conditions or which are deemed by the Commissioner to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten days written notice mailed to the contractor to terminate any contract resulting from this bid opening.
8. All asphalt price adjustments shall be published by the State and issued to all contract holders whose responsibility will be to attach the appropriate State notification (based on when the work was performed) to the payment invoice submitted to agency.

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<u>Project Number</u>	<u>County/Location</u>	<u>Item Description</u>	<u>Est. Tons/ Gallons</u>	<u>OGS Item#</u>	<u>Price Per Ton/Gal.</u>	<u>NYS DOT Plant#</u>	<u>Contractor</u>
				1			
6V0911	Allegany	402.096301	8,750		\$81.80	10127/10295	A.L. Blades
	SR417	402.018901	2,950		\$81.80	10127/10295	and Sons, Inc.
	SR275 to Vosburg RM 17 6103/ 1094-1142 Town of Bolivar 4.8 miles	702-90	10,200		\$ 0.50	0601	
				2			
6V0912	Allegany	402.096201	8,150		\$83.25	10127/10295	A.L. Blades
	SR19 & I86	402.018901	850		\$83.25	10127/10295	and Sons, Inc.
	exit 30 ramps (1.2 miles) CR20 TO CR16 & ramps RM 19 6101/ 1220-1251 Town of Angelica 3.1 MILES	702-90	6,400		\$ 0.50	0601	
				3			
6V0933	Schuyler	402.096301	3,900		\$82.00	10336	Chemung
	SR227	402.018901	1,950		\$82.00	10336	Contracting
	Reynoldsville to Black Rd RM 227 6301/ 1017-1040 Town of Hector 2.3 miles	702-90	6,100		\$ 0.10	0903	Corp.
				4			
6V0943	Steuben	402.096301	4,300		\$76.30	10132/10127	A.L. Blades
	SR371	402.018901	2,850		\$76.30	10132/10127	and Sons, Inc.
	Cohocton to Kirkwood RM 371 6401/ 1004-1028 Town of Cohocton 2.4 miles	702-90	6,750		\$ 0.50	0601	

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<u>Project Number</u>	<u>County/Location</u>	<u>Item Description</u>	<u>Est. Tons/ Gallons</u>	<u>Price OGS Per Item# Ton/Gal.</u>	<u>NYS DOT Plant#</u>	<u>Contractor</u>
				5		
6V0944	Steuben SR415 Cohocton to Wayland 15 6401/ 1489-1545 T'S of Cohocton & Wayland 5.6 miles	402.096301 402.018901 702-90	10,000 6,650 11,900	\$76.30 \$76.30 \$ 0.50	10132/10127 10132/10127 0601	A.L. Blades and Sons, Inc.
				6		
7V0914	Clinton Rte. 374 Franklin Co. Ln. -Pond Rd. RM 374-7102 1000-1070 Towns of Ellenburg & Dannemora 7.0 Miles	402.126301 702-90	10,871 6,160	\$75.70 \$ 2.05	10137/10261/10139 30403	Barrett Paving Materials, Inc.
				7		
7V0925	Franklin Rte.11 Airport Rd. to Rte. 37 RM 11-7207 1155-1165 Village of Malone 1.0 Miles	402.096201 702-90	2,223 1,260	\$86.09 \$ 2.12	10137/10261/10139 30403	Barrett Paving Materials, Inc.
				8		
7V0926	Franklin Rte. 3 TupperLVill-Rte.3/30olap RM 3-7205 1020-1045 Town of Tupper Lake 2.5 Miles	402.126201 702-90	4,992 2,829	\$77.03 \$ 1.95	10137/10261/10139 30403	Barrett Paving Materials, Inc.

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<u>Project Number</u>	<u>County/Location</u>	<u>Item Description</u>	<u>Est. Tons/ Gallons</u>	<u>Price OGS Per Item# Ton/Gal.</u>	<u>NYSDOT Plant#</u>	<u>Contractor</u>
7V0927	Franklin Rte. 458 Cook Rd. – Blue Mtn. Rd RM 458-7202 1075-1043 Town of Waverly 3.2 Miles	402.096301 702-90	5,633 3,192	9 \$77.76 \$ 1.73	10137/10261/10139 30403	Barrett Paving Materials, Inc.
7V0928	Franklin Rte. 11 Moirra to Brushton RM 11-7207 1036-1066 Town of Moira 3.0 Miles	402.096301 702-90	6,151 3,485	10 \$78.95 \$ 1.69	10137/10261/10139 30403	Barrett Paving Materials, Inc.
7V0931	Jefferson Rte. 26 GasolineAlley- BlackRvrBr. RM 26-7307 1075-1087 Town of Leray 1.2 Miles	402.096301 702-90	3,700 2,000	11 \$73.97 \$ 1.81	10231/10277 30403	Barrett Paving Materials, Inc.
7V0935	Jefferson Rte. 11 Rte. 232 to Kellogg Hill RM 11-7305 1156-1199 Towns of Watertown & Adams 4.3 Miles	402.096301 702-90	11,420 6,200	12 \$73.02 \$ 1.81	10231/10277 30403	Barrett Paving Materials, Inc.
7V0936	Jefferson Rte. 3 & 12 B.R.Br.-State St., Rt3-Rt26 RM 3-7302, 2034-2041 RM 12-7306, 2000-2003.5 Town of Watertown 1.1 Miles	402.096201 702-90	2,700 1,500	13 \$76.78 \$ 2.35	10133 30204	Hanson Aggregates New York, Inc.

(continued)

<u>Project Number</u>	<u>County/Location</u>	<u>Item Description</u>	<u>Est. Tons/ Gallons</u>	<u>Price OGS Per Item# Ton/Gal.</u>	<u>NYSDOT Plant#</u>	<u>Contractor</u>
				14		
7V0937	Jefferson Rte. 12F Dexter to Watertown RM 12F-7301 1000-1053.5 Towns of Hounsfield & Watertown 5.25 Miles	402.06820118 407.02010018	4,650 5,000	\$80.79 \$ 2.39	10231/10277 30403	Barrett Paving Materials, Inc.
				15		
7V0943	Lewis Rte. 26 Village of Turin -Houseville RM 26-7406 1134-1167 Town of Turin 3.3 Miles	402.096301 702-90	5,422 3,072	\$81.50 \$ 3.75	10138 30403	Barrett Paving Materials, Inc.
				16		
7V0954	St. Lawrence Rte. 56 Potsdam to Norwood RM 56-7501 1341-1380 Town of Potsdam 3.9 Miles	402.06830118 407.02010018	5,550 3,750	\$78.14 \$ 2.47	10137/10261/10139 30403	Barrett Paving Materials, Inc.
				17		
7V0955	St. Lawrence Rte. 310 Madrid to Raymondville RM 310-7501 1106-1215 Towns of Madrid & Norfolk 10.8 Miles	402.06830118 407.02010018	13,569 11,534	\$77.73 \$ 2.47	10137/10261/10139 10138	Barrett Paving Materials, Inc.

(continued)

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

If a purchase order is not received from the agency listed within two weeks after receipt of this award, the contractor should contact the agency directly requesting the submission of a purchase order. The Agency contact person is Ed Denehy, who can be reached at 518-457-6914.

DEBRIEFING:

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us).

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

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ESTIMATED QUANTITIES:

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" in Appendix B, OGS General Specifications.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for the term as stated herein.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

PAYMENT:

Payment shall be made at contract prices per net ton for the actual quantity of material placed by the contractor. Payment shall be made at the contract price per gallon for the actual quantity of tack coat placed by the contractor. Payment adjustments will be applied in Quantity Units for all applicable mixes as described in Sub-Section 401-4, 402-4.

The following Index Prices shall be used for all projects contained in this contract:

QUALITY UNIT INDEX PRICES

<u>Region</u>	<u>Index Price (\$/Quality Unit)</u>
1	\$65
2	\$60
3	\$65
4	\$60
5	\$70
6	\$65
7	\$50
8	\$85
9	\$55
10	\$100
11	\$135

SITE VISIT:

Contractors shall examine the sites of the projects and become fully knowledgeable of the quantities, character, location and other conditions affecting the work to be performed; including the existence of poles, wires, ducts, conduits, and other facilities and structures of municipal and other public service corporations on, over, or under the site. No claim will be made against the State due to reliance upon any estimates, test or other representations made by an officer or agent of the State with respect to the work to be performed.

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PREVAILING WAGE RATES - FEDERALLY FUNDED PUBLIC WORKS CONTRACTS:

Work is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications

Any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements or the Davis-Bacon Act but are more restrictive shall apply.

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:

<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

Enter **2009000174**, the applicable Prevailing Wage Rate Schedule for this project, and press the "Enter" key or click on "Submit". Next, click on "Original Wage Schedule" beneath the header. This schedule is well over 2,000 pages in length and may require several minutes to open.

For Prevailing Wage Updates, use the following DOL link:

<http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt>

Links to schedule updates appear in the table at the bottom of the web page.

The Federal Wage Rate Chart for **Allegany** County is located on the web at

<http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=NY20080050>

The Federal Wage Rate Chart for **Clinton** County is located on the web at

<http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=NY20080006>

The Federal Wage Rate Chart for **Franklin** County is located on the web at

<http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=NY20080037>

The Federal Wage Rate Chart for **Jefferson, Lewis and St. Lawrence** Counties is located on the web at

<http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=NY20080010>

The Federal Wage Rate Chart for **Schuyler** County is located on the web at

<http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=NY20080005>

The Federal Wage Rate Chart for **Steuben** County is located on the web at

<http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=NY20080019>

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

(continued)

CONTRACTOR INSURANCE:

ADDITIONAL INSURANCE REQUIREMENTS – Prior to commencement of work at the Pre-paving/Pre-production Conference, the Contractor shall file with Authorized User Agency (hereinafter referred to as “Agency”), Certificates of Insurance evidencing compliance with **the additional insurance requirements set forth hereafter**.

Acceptance and/or approval by the Agency does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

The following insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers authorized or licensed to do business in New York State, and acceptable to the Agency; shall be primary and non-contributing to any insurance or self insurance maintained by the Agency; shall be endorsed to provide written notice be given to the Agency, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to:

Authorized User Agency
Address as stated on purchase order

and shall name The People of the State of New York, its officers, agents, and employees as additional insureds thereunder. The additional insured requirement does not apply to Workers Compensation or Disability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by the Agency. Such approval shall not be unreasonably withheld.

Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Agency and rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date of an Insurance Policy, the Contractor shall supply the Agency updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor is required by this Contract to obtain and maintain in full force and effect, the following additional insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies) for each project for which Contractor receives a Purchase Order:

a) Commercial General Liability

Commercial General Liability Insurance with a limit of **not less than \$5,000,000 each occurrence**. Such liability shall be written on the ISO occurrence form CG CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

1. If such insurance contains an aggregate limit, it shall apply separately on a per job basis.

(continued)

CONTRACTOR INSURANCE: (Cont'd)

ADDITIONAL INSURANCE REQUIREMENTS AFTER AWARD - (Cont'd)

- b) Commercial Automobile Liability
Comprehensive Business Automobile Liability Insurance with a limit of **not less than \$2,000,000 each accident**. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
- c) Commercial Property or Inland Marine Insurance covering the loss or damage to any owned, borrowed, leased or rented equipment, tools, including tools of their agents and employees, staging towers and forms, and property of Agency held in their care, custody and/or control.
- d) OCP Insurance - Owners and Contractors Protective Insurance Coverage (OCP) is required by the New York Department of transportation (NYSDOT) on any NYSDOT project on or near active highway right of way. **The OCP insurance required shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.**

Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Agency, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against the Agency or (ii) any other form of permission for the release of the Agency.

(continued)

MATERIAL DESCRIPTIONS:

The following are the material descriptions of Superpave HMA items that may be included in this contract:

402.017901	Truing & Leveling F9, 70 Series Compaction
402.018901	Truing & Leveling F9, 80 Series Compaction
402.058901	Shim Course F9
402.096101	9.5 F1, 60 Series Compaction
402.096201	9.5 F2, 60 Series Compaction
402.096301	9.5 F3, 60 Series Compaction
402.097101	9.5 F1, 70 Series Compaction
402.097201	9.5 F2, 70 Series Compaction
402.097301	9.5 F3, 70 Series Compaction
402.098901	9.5 F9, Shoulder Course, 80 Series Compaction
402.126101	12.5 F1, 60 Series Compaction
402.126201	12.5 F2, 60 Series Compaction
402.126301	12.5 F3, 60 Series Compaction
402.127101	12.5 F1, 70 Series Compaction
402.127201	12.5 F2, 70 Series Compaction
402.127301	12.5 F3, 70 Series Compaction
402.128901	12.5 F9, Shoulder Course, 80 Series Compaction
402.196901	19 F9, 60 Series Compaction
402.197901	19 F9, 70 Series Compaction
402.256901	25 F9, 60 Series Compaction
402.257901	25 F9, 70 Series Compaction
402.06820118	6.3 F2, Superthin HMA, 80 Series Compaction

RESTORATION OF DISTURBED AREAS:

During the course of the work the contractor shall take reasonable care not to disturb areas outside the existing pavement. Any areas disturbed by the contractor shall be returned to their original condition at no expense to the State. Any and all debris generated as part of the work shall be removed by the contractor upon completion of the project.

SUPERVISION:

The Department of Transportation shall provide supervision for the paving operation. The Resident Engineer shall designate a Paving Supervisor and that person shall be in responsible charge of the operation. The following portions of Section 105 - CONTROL OF WORK of the Standard Specifications shall apply to these projects: 105-01 STOPPING WORK, 105-08 COOPERATION BY THE CONTRACTOR, 105-15 CONTRACTOR'S RESPONSIBILITY FOR WORK.

PRE-PAVING CONFERENCE

The contractor shall schedule a Pre-Paving Conference with the affected Resident Engineer within one month after the award of the Contract and at least two weeks prior to the start of paving. At this conference the contractor shall present Certificates of Insurance evidencing compliance with the additional insurance requirements, their proposed paving schedule, equipment, proposed tack coat application procedure and paving procedure, and Work Zone Traffic Control Plan to the State for approval. At least one week prior to the start of paving, the contractor shall coordinate the details of the paving with the Resident Engineer.

WORK HOURS:

Work shall not be permitted on Sundays and Holidays. If the contractor desires to work overtime on other days, they must obtain dispensation from the NYS Labor Department. Night work is prohibited unless agreed to by the contractor and NYS Department of Transportation.

(continued)

TACK COAT:

The contractor shall provide and apply bituminous tack coat to all existing hot mix asphalt pavement surfaces to be overlaid in this contract (and to all hot mix asphalt pavement surfaces included in this contract that will be overlaid by this contract). The tack coat shall meet the materials requirements in Section 407-2 of the Standard Specifications. The application of tack coat shall comply with Section 407-3 of the Standard Specifications. **Tack coat shall be paid under its own item in gallons.**

CONSTRUCTION DETAILS:

The construction details shall comply with the requirements specified in Subsections 401-3.01, 402-3 and 407-3 of the Standard Specifications. The Paving Supervisor shall have sole responsibility for determining compliance with the specifications. All orders given to the contractor regarding construction details shall be considered final. **The tack coat application rate shall be 0.03 to 0.06 gallons per square yard as approved by the Paving Supervisor.** The pavement thicknesses and lane and shoulder widths shall be as specified elsewhere in this Contract Award Notification.

ATTENTION - Special Note - Conditioning:

The contractor will not be responsible for the initial conditioning of the existing pavement and shoulder surfaces as described in Section 402-3.05 of the NYSDOT Standard Specifications. Patching, joint repair, crack filling and the initial surface cleaning will be done by NYSDOT forces prior to the VPP project. However, once the VPP overlay placement begins, the contractor is responsible for keeping the pavement and shoulders clean until the overlay operations are completed, as per Section 633-3.01 of the NYSDOT Standard Specifications.

Special Note - Shoulder Edge

The outside edge of shoulder on any course of hot mix asphalt for all projects in this Contract Award Notification shall consist of a one on three tapered section from finished grade to the original surface constructed using a device attached to the screed. Hand work should be minimized. The top of the tapered section shall begin at the dimension indicated in the Project Dimensions table listed elsewhere in this Contract Award Notification. That is, the tapered section will be an additional width of material outside of the paved shoulder width specified in the Project Dimensions table.

Contract Bonds

The Contractor shall provide the State with a Labor and Materials Bond from a Surety Company listed on the U.S. Department of the Treasury listing of Approved Sureties (Treasury Department Circular 570) and licensed to do business in New York State, and with a minimum rating by A.M. Best of (A-) in the "best's Key Rating Guide". Treasury Department Circular 570 can be found on the U.S. Department of the Treasury website at www.fms.treas.gov/c570/index.html . **The Contractor shall procure and deliver the bond to the State at the Pre-Paving meeting** and shall maintain it at its own expense and without expense to the State during the Contract and until three months after the OGS contract ending date. If the contract is extended, the Labor and Materials Bond shall be extended until three months after the new contract ending date. The Surety Company shall append a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by the officers of the Company to the bond.

Labor and Material Bond. The Contractor shall provide a bond in the form prescribed by the Commissioner of the New York State Department of Transportation (NYSDOT), shown in the NYSDOT Standard Specification for Design and Construction, Sub-Section 103-08 Sample Form of Labor and Material Bond, with sufficient sureties, approved by said Commissioner, guaranteeing prompt payment of monies due all persons supplying the Contractor with labor and materials employed and used in carrying out the contract, which bond shall inure to the benefit of the persons supplying such labor and materials. The amount of the Labor and Material Bond shall be 100% of the amount of the total contract bid price.

(continued)

103-08 SAMPLE FORM OF LABOR AND MATERIAL BOND.

KNOW ALL PERSONS BY THESE PRESENTS, that

(Name of Contractor)

(Address)

(hereinafter called the "Principal") and the

_____ a corporation created and existing under the laws of the State of _____ having its principal office in the City of _____ (hereinafter called the "Surety"), are held and firmly bound unto the People of the State of New York (hereinafter called the "State") by and through its Department of Transportation (hereinafter called the "Department"), in the full and just sum of [Total Contract Bid Price or the "A Portion" of Total Contract Bid Price Dollars (\$.....)] good and lawful money of the United States of America, for payment of which said sum of money, well and truly to be made and done, the said Principal binds itself, its heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain written contract, on the ____ day of _____, 20____ with the Department of Transportation, 50 Wolf Road, Albany, New York 12232.

(Project Description)

In the county/counties of which constitutes Contract No. NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall promptly pay all monies due to all persons furnishing labor or materials to it or its Subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect; Provided, however, that the Comptroller of the State of New York having required the said Principal to furnish this bond in order to comply with the provisions of Section 137 of the State Finance Law, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Section to the same extent as if they were copied at length herein; and Further, provided, that the place of trial of any action on this bond shall be in the county in which the said contract was to be performed, or if said contract was to be performed in more than one county then in any such county, and not elsewhere.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its authorized officer, the day and year above written.

Signed and delivered ____ day of _____ 20____ in the presence of

_____)

(Company)

By _____) Principal

(Signature)

_____)

(Title)

_____)

(Company)

By _____) Surety

(Signature)

_____)

(Title of Authorized Officer)

(The Surety Company shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company to the bond(s).

(continued)

(Acknowledgment of principal, unless it be a corporation)

STATE OF NEW YORK ss. :

COUNTY OF _____

On this ____ day of _____ 20 ____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

(Acknowledgment of principal, if a corporation)

STATE OF NEW YORK ss. :

COUNTY _____

On this ____ day of _____ 20 ____, before me personally came _____ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in _____ that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Notary Public

(Acknowledgment of Surety Company)

STATE OF NEW YORK ss. :

COUNTY OF _____

On this ____ day of _____ 20 ____, before me personally came _____ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in _____ that he/she is the _____ of the _____ the corporation described in the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Notary Public

State Of New York Office of the Attorney General

I hereby approve the foregoing contract and bond as to form and manner of execution.

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GENERAL INFORMATION (Cont'd)

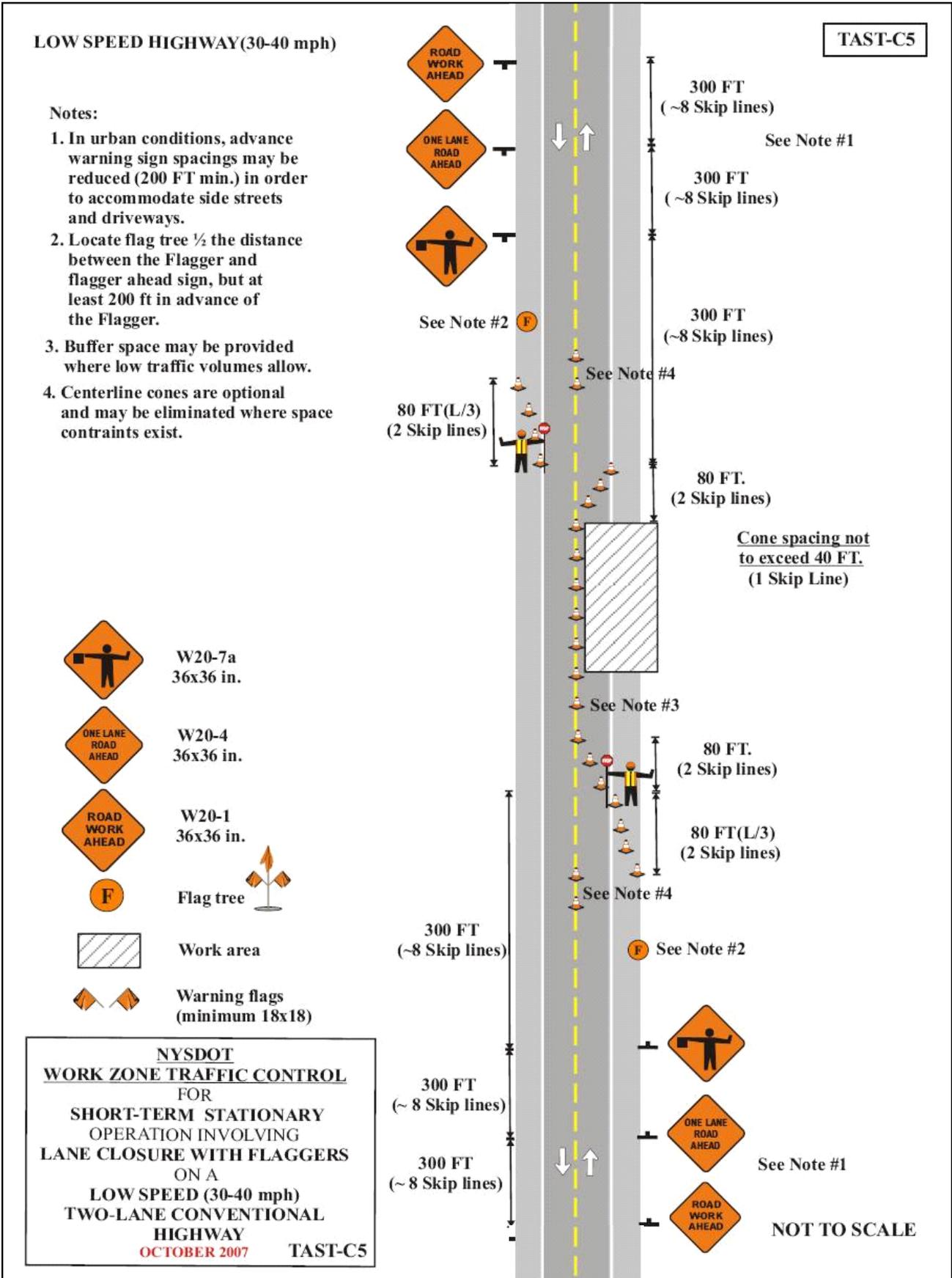
WORK ZONE TRAFFIC CONTROL

The contractor shall be responsible for Work Zone Traffic Control. Traffic shall be controlled in accordance with Sections 619-1 through 619-3 of the Standard Specifications, the Manual of Uniform Traffic Control Devices (MUTCD), and as described herein. The contractor shall submit a Work Zone Traffic Control Plan for approval to the Resident Engineer at the Pre-Paving Conference. For two-way roadways, Figures TAST-C5 and TAST-C6, included in this Contract Award Notification may be used as a basis for development of a Work Zone Traffic Control Plan. For one-way low speed (Speed Limit < 45 mph) roadways, Figures TAST-C12, TAST-C13, TAST-C14, and TAST-C15 may be used as a basis for development of a Work Zone Traffic Control Plan. For one-way Freeways or Expressways, Figures TAST-E2, TAST-E3, and TAST-E4 may be used as a basis for development of a Work Zone Traffic Control Plan.

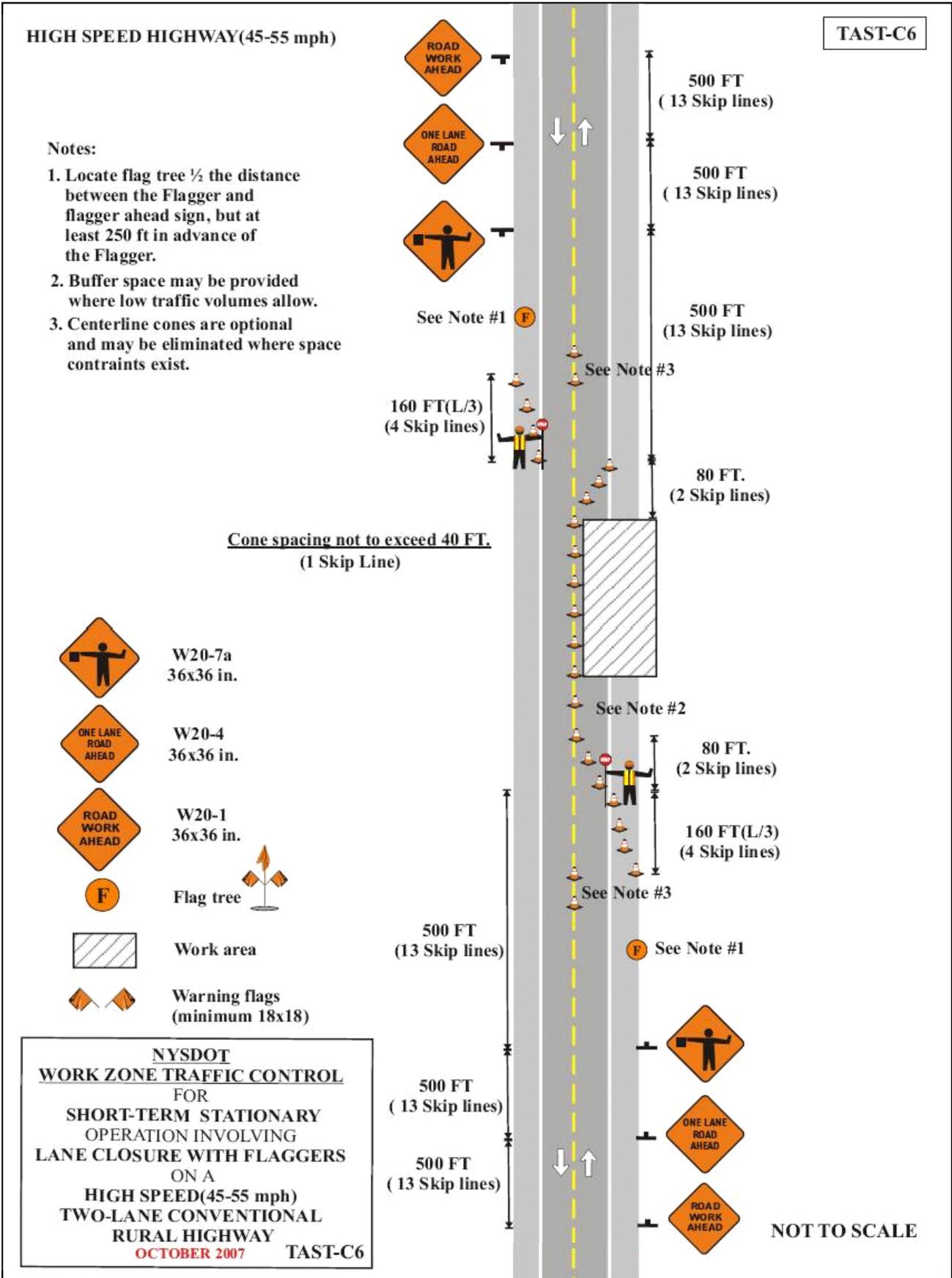
All necessary flaggers for work zone traffic control shall be provided by the contractor. For two-way roadways, a minimum of three flaggers shall be provided while the paving operation is underway. One shall be stationed at each end of the operation and one shall be stationed with the paver. For one-way roadways, a minimum of two flaggers shall be provided while the paving operation is underway. One shall be stationed at the beginning of the operation and one shall be stationed with the paver. The contractor shall station flaggers such that communication is maintained between the flaggers. Hand signals, radios, or some other means of communication may be used subject to the approval of the Resident Engineer.

All costs for Work Zone Traffic Control including flagging, temporary pavement marking, and constructions signs are included in the price per ton. No separate payment shall be made.

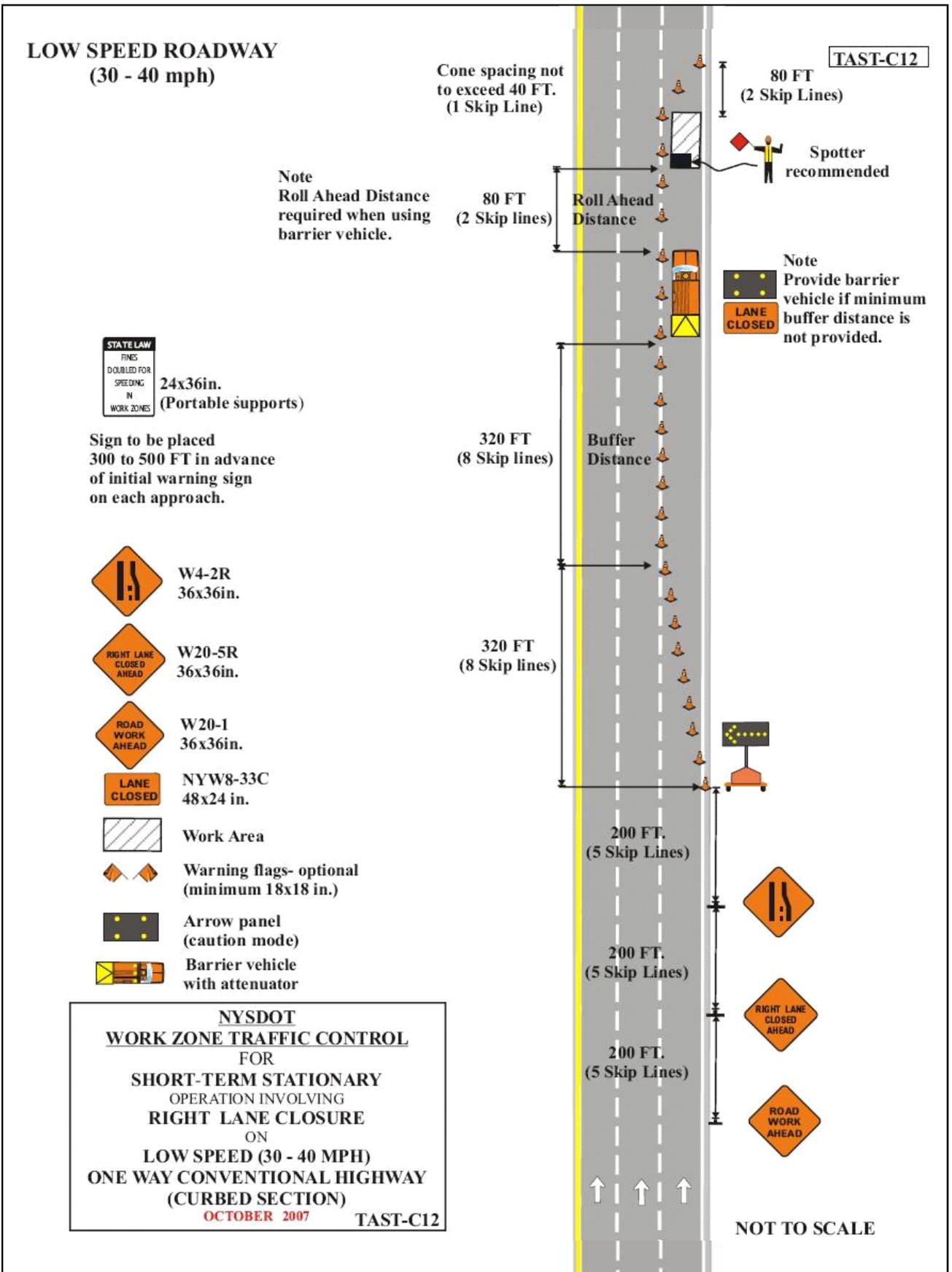
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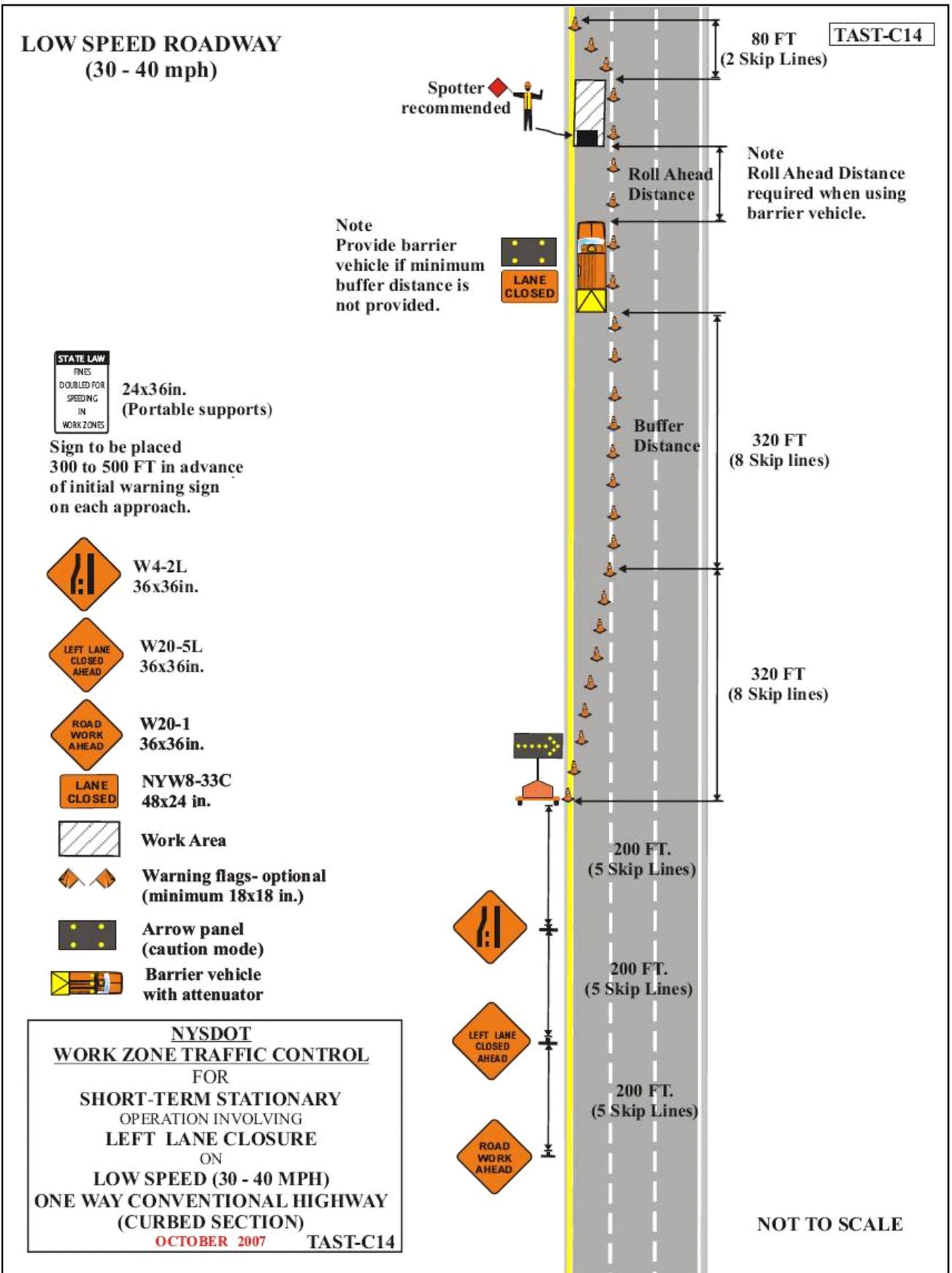
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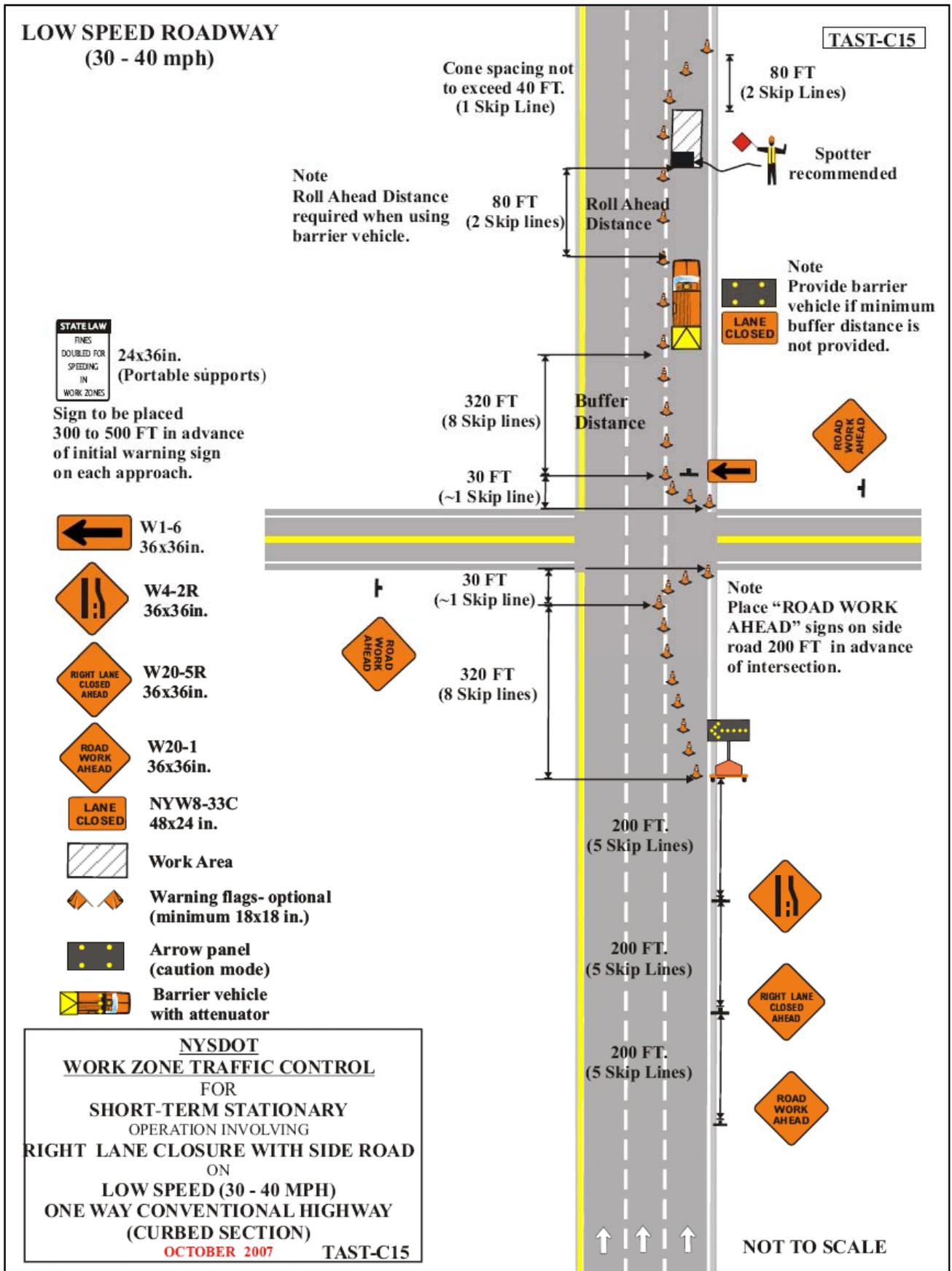
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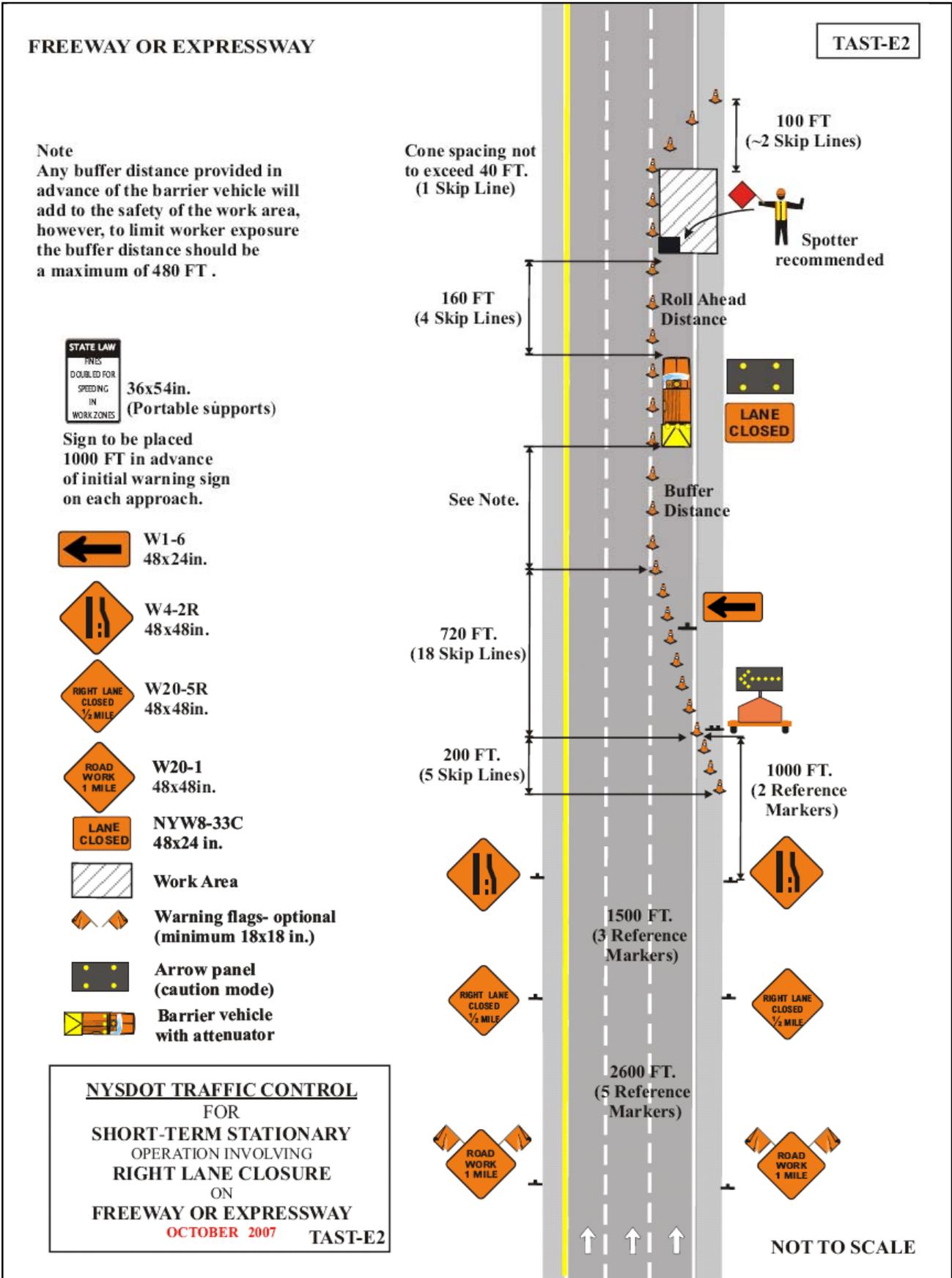
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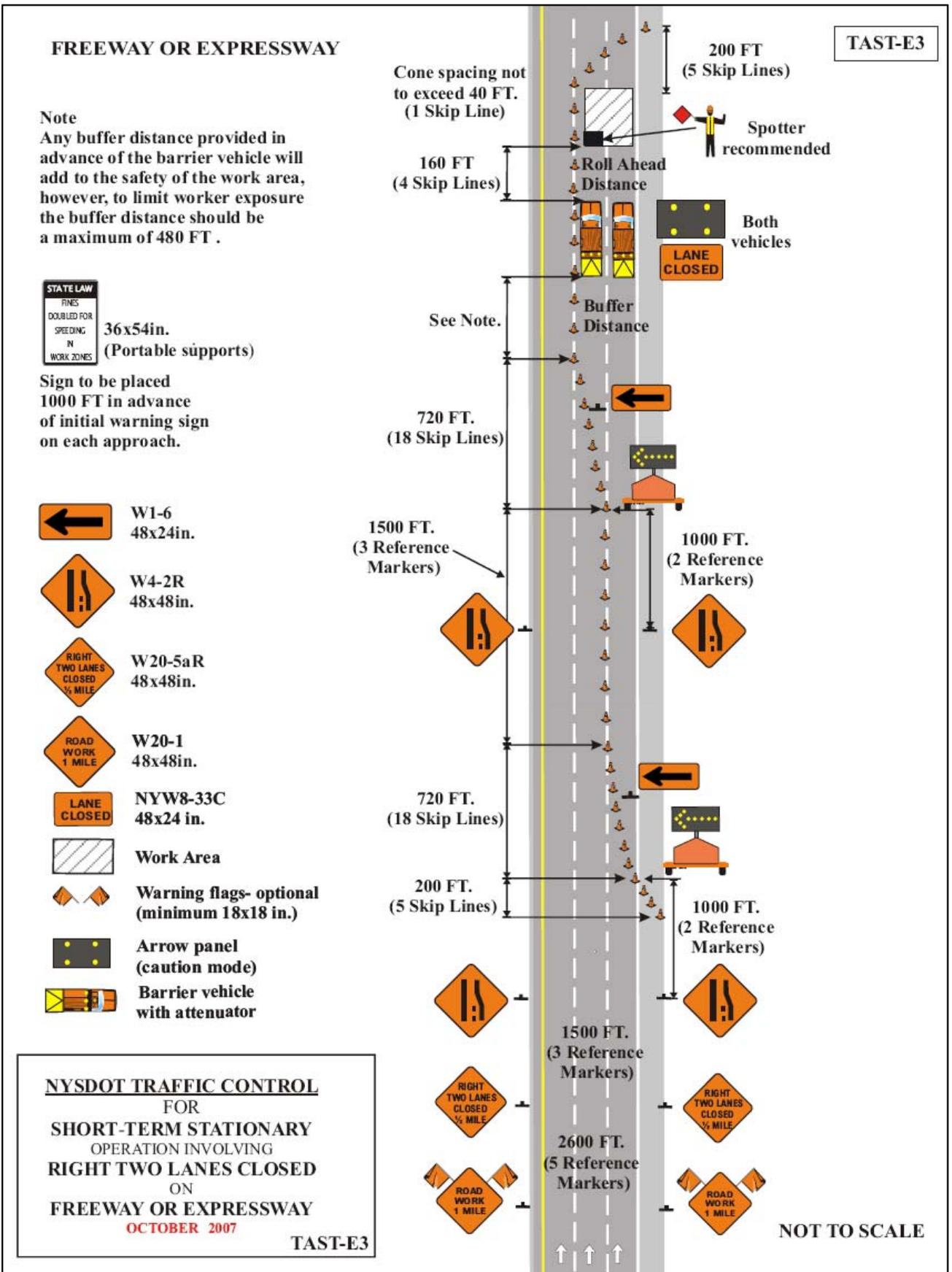
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(continued)



(continued)



(continued)

FREEWAY OR EXPRESSWAY

TAST-E4

Note
 Any buffer distance provided in advance of the barrier vehicle will add to the safety of the work area, however, to limit worker exposure the buffer distance should be a maximum of 480 FT.



36x54in.
 (Portable supports)

Sign to be placed 1000 FT in advance of initial warning sign on each approach.



W1-6
 48x24in.



W4-2L
 48x48in.



W20-5L
 48x48in.



W20-1
 48x48in.



NYW8-33C
 48x24 in.



Work Area



Warning flags- optional
 (minimum 18x18 in.)

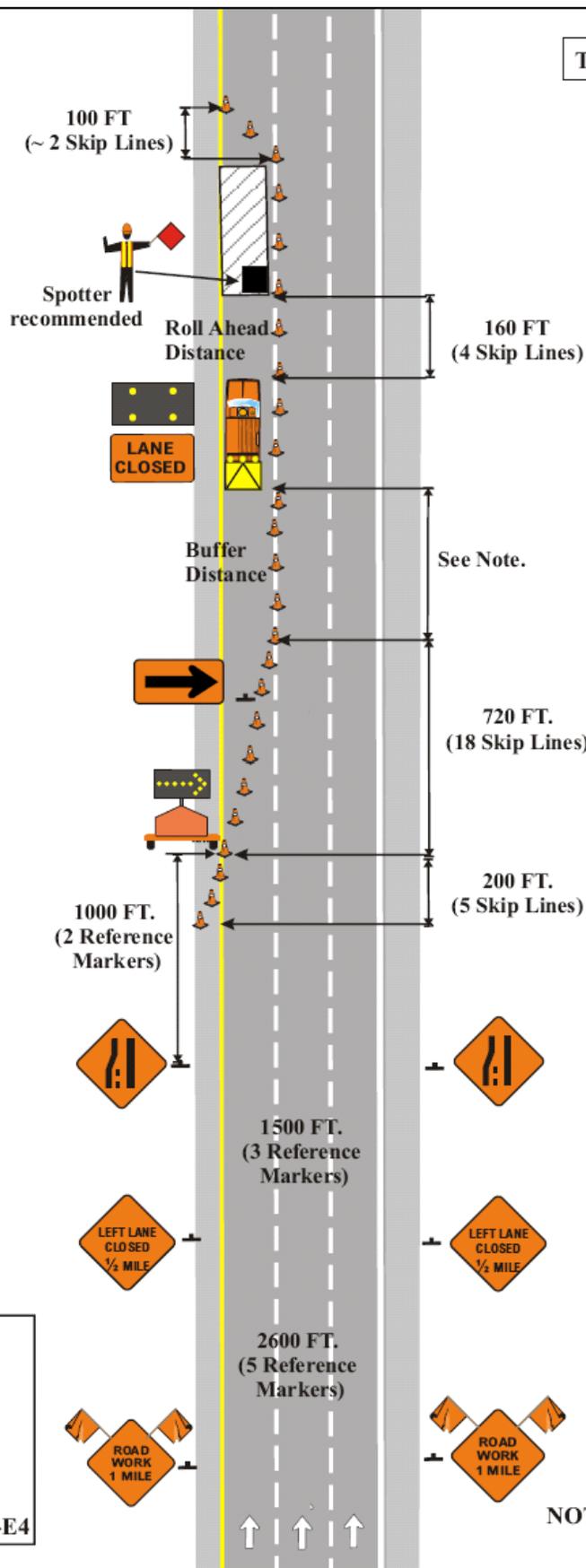


Arrow panel
 (caution mode)



Barrier vehicle with attenuator

NYSDOT TRAFFIC CONTROL
 FOR
SHORT-TERM STATIONARY
 OPERATION INVOLVING
RIGHT LANE CLOSURE
 ON
FREEWAY OR EXPRESSWAY
 OCTOBER 2007 TAST-E4



See Note.

NOT TO SCALE

(continued)

WORK ZONE TRAFFIC CONTROL: (Cont'd)

The contractor shall provide construction signs as specified in Section 619-1 through 619-3 of the Standard Specifications and in the MUTCD. At a minimum the contractor shall install the following permanent construction signs:

SIGN	MINIMUM SIZE	LOCATION
ROAD WORK NEXT _____ MILES	G20-1 36X18 (900X450 mm) conventional, 48X24 (1200X600 mm) on freeways	On main line upstream of project in each direction
END ROAD WORK	G20-2 36X18 (900X450 mm) conventional, 48X24 (1200X600 mm) on freeways	On main line after end of project in each direction
ROAD WORK 500 FT.	W20-1 36X36 (900X900 mm) for conventional , 48X48 (1200X1200 mm) for freeways	On main line 500 feet in advance of the affected highway segment in each direction and on major intersecting roads 300 -500 feet in advance of main line. Sign should be covered if it conflicts with temporary signing in the vicinity.
DO NOT PASS	R4-1G 24X30 (600X750 mm) conventional	Spaced every 1000 feet along project in each direction (if centerline tracks are used instead of temporary pavement markings)
NO CENTER STRIPE	W8-12 36X36 (900X900 mm) conventional	On mainline spaced every 2 miles along project in each direction and after every major intersecting road (if centerline tracks are used instead of temporary pavement markings)
LOW SHOULDER	W8-9 30X30 (750X750 mm) for conventional, 48X48 (1200X1200 mm) for freeways	On mainline spaced every 2 miles along project in each direction and after every major intersecting road (if centerline tracks are used instead of temporary pavement markings)
GROOVED PAVEMENT	NYW4-5 30X30 (750X750 mm) for conventional (750X750mm), 48X48 (1200X1200) for freeways	On any roadway 500 feet in advance of rebates milled under this contract, but not paved. Remove or cover after paving rebate.

Major intersecting roads are defined as through State, County, Town, Village, or City roads. The contractor may provide Portable signs as shown in Figure 6F-2 of the MUTCD and meeting the requirements of Section 619 of the Standard Specifications for lane closures during work hours.

With prior permission of the State's Resident Engineer, the contractor may provide portable signs as shown in Figure 6F-2 of the MUTCD for the above referenced DO NOT PASS and NO CENTER STRIPE signs. Signs left active at night shall be rigid and reflectorized in accordance with the Standard Specifications. The contractor shall be responsible for assuring that these signs will be in their upright, visible positions twenty-four hours a day, seven days a week while centerline tracks are used instead of pavement markings.

(continued)

WORK ZONE TRAFFIC CONTROL: (Cont'd)

Special Note - Temporary Pavement Markings:

The contractor shall install and maintain temporary pavement markings on any paved surface without permanent pavement markings before opening it to traffic, before nightfall or before the end of the work day, whichever comes soonest except for areas that are open during the work shift with channelizing devices or flaggers. Temporary pavement markings shall meet the requirements of Section 619 of the Standard Specifications. As indicated in Section 619-3.06 C., two-lane, two way highways may be left unmarked for a maximum of 3 calendar days provided that NO CENTER STRIPE (W8-12) and DO NOT PASS (R4-1) signs are used in conjunction with centerline tracks installed on a 40 ft cycle to delineate the centerline location at no additional cost to the state.

All costs for work zone traffic control including flagging, temporary pavement markings, and construction signs are included in the prices per ton for the bituminous concrete.

Special Note for Region 7 Projects – Pilot Vehicle:

Unless otherwise specified, the highway shall be kept open to traffic at all times. Traffic shall be discontinued on the lanes where work is being performed on these projects; and as soon HMA is applied and rolled, controlled traffic may be permitted thereon. For Region 7 VPP projects in this Contract Award Notification, the contractors shall provide sufficient two-way radio equipped pilot vehicles to guide traffic around paving work at a speed not to exceed 15 mph. The pilot vehicles shall be equipped with construction signs meeting the requirements of Section 6F.54 of the Manual of Uniform Traffic Control Devices.

SIGN	MINIMUM SIZE	LOCATION
PILOT VEHICLE FOLLOW ME	G20-4 Conventional 36" X 18"	On back of pilot vehicles.

The pilot vehicle shall have the name of the contractor prominently displayed.

All cost for work zone traffic control including flagging, temporary pavement markings, channelizing devices, construction signs, and pilot vehicles are included in the prices per ton for the bituminous concrete. No separate payment shall be made.

HOT MIX ASPHALT OVERLAY SPLICE (REBATE):

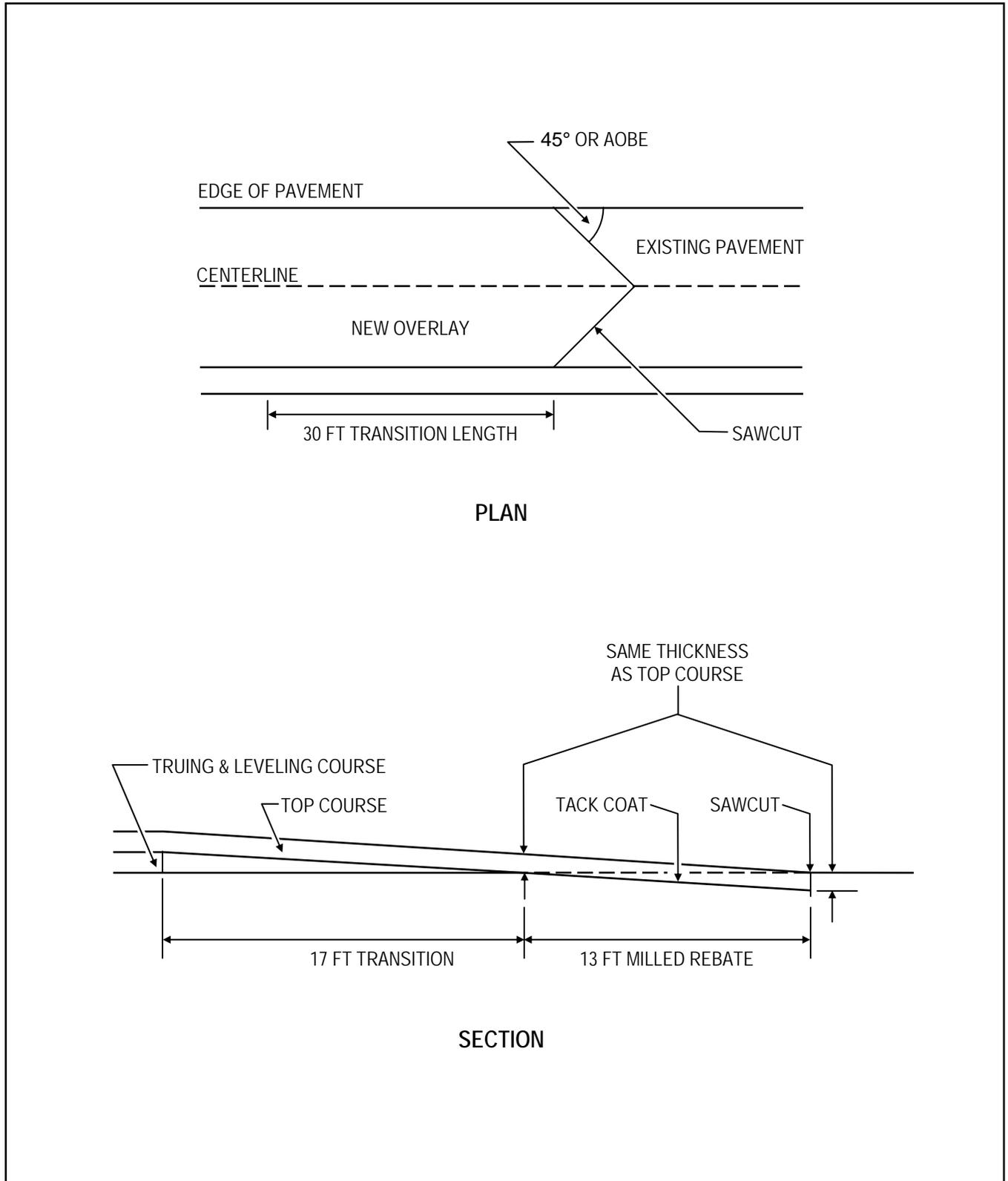
The contractor shall install hot mix asphalt overlay splices (pavement terminations) as per the Detail of Hot Mix Asphalt Overlay Splice. Hot mix asphalt overlay splices shall be installed at the areas indicated in the Location Table for Hot Mix Asphalt Overlay Splices. The cost for sawcutting, milling rebates and cleaning pavement in the splice area shall be included in the price per ton of bituminous concrete. Tack coat shall be paid under its own item as specified elsewhere. No separate payments shall be made for hot mix asphalt overlay splices.

Immediately after the hot mix asphalt overlay splices are milled a temporary asphalt ramp shall be constructed. A cone or drum shall be installed at the ramp and be equipped with a Type A flashing warning light if left in place at night. No separate payment shall be made for the ramps. The cost shall be included in the price per ton of bituminous concrete.

Where rebates are milled and ramps are constructed and traffic is to ride on the milled pavement for more than the one work day in which the rebate is milled, GROOVED PAVEMENT signs (NYW4-5) shall be installed on the right side of the roadway, 500 feet upstream of the rebate location. No separate payment shall be made for the GROOVED PAVEMENT sign. The cost shall be included in the price per ton of bituminous concrete.

(continued)

DETAIL OF HOT MIX ASPHALT OVERLAY SPLICE



(continued)

Special Note: WORK ZONE INTRUSION INITIATIVE

As part of the Department of Transportation's Work Zone Intrusion Initiative, the following countermeasures shall apply to this Contract Award Notification.

Channelizing Device Spacing Reduction

A maximum channelizing device spacing of 40 feet shall be provided at stationary work sites where workers are exposed to traffic. This spacing shall be maintained a reasonable distance upstream of workers, and shall be used throughout the work zone.

Where tapers are located less than 500 feet from the work site, the 40 foot spacing shall be used in the taper as well.

Drums or vertical panels are preferred for long-term stationary and intermediate-term stationary work zones, and at any locations where the risk of intrusion is high. Traffic cones are normally adequate for work zones set up and removed on a daily basis.

In long lane or shoulder closures, at least two channelizing devices shall be placed transversely at maximum 800 foot intervals to discourage traffic from driving through the closed lane.

Frequent checks shall be made to reset channelizing devices dislodged by traffic.

Flagger Station Enhanced Setups

Additional cones and a flag tree meeting section 6F.57 of the MUTCD shall be used upstream of flagger stations to provide added warning to drivers. These devices shall be used for flagger stations except those that are constantly moving or are in use at one location for no more than a few minutes. If the W20-7a Flagger sign is required, the additional cones and flag tree shall also be used.

The attached details, TAST-C5 and TAST-C6 provide additional details on the Flagger Station Enhanced Setup.

Temporary Rumble Strips:

The contractor shall apply temporary rumble strips at the beginning of the work zone in each direction of travel according to the specification below. The contractor may use either Raised Asphalt Rumble Strips or Raised Removable Tape Rumble Strips.

DESCRIPTION:

This work shall consist of the installation, maintenance and subsequent removal of temporary rumble strips in paving work zones at the locations indicated in the Contract Award Notification or as directed by the Engineer.

MATERIALS:

Rumble strips shall be either constructed in place from a raised strip of asphalt concrete or constructed in place with removable pavement marking tape.

Raised removable tape rumble strips shall be formed from black non-reflectORIZED removable pavement marking tape.

Raised asphalt rumble strips shall be formed from hot mix asphalt meeting the requirements of Items 402.058901 or 402.098901. Tack coat meeting the requirements of Materials Designation 702-90 Asphalt Emulsion Tack Coat shall be used to adhere the rumble strip to the existing pavement.

(continued)

WORK ZONE INTRUSION INITIATIVE: (Cont'd)

CONSTRUCTION DETAILS:

Raised Asphalt Rumble Strips:

The roadway surface on which the rumble strips are to be attached shall be dry, free of surface contaminants such as dust or oil, and shall be 45°F or greater unless otherwise authorized by the Engineer. The pavement surface shall be cleaned with compressed air just prior to tack coating and subsequent installation of rumble strips.

Temporary rumble strips shall be placed in a succession of three 6 Strip Patterns according to the attached "Suggested Layout Details - Temporary Rumble Strips". Each strip shall be placed on 10 foot centers and traversing the full width of each travel lane. On curbed roadways, rumble strips shall end a minimum of 3 feet from the curb so as to not interfere with drainage. Rumble strips shall be between 6 inches and 9 inches in width and have a final compacted thickness of .4 inches \pm .1 inches.

Temporary rumble strips shall be formed using a specially constructed rumble strip paver (drag box) pulled transversely across the pavement, or by hand placement between forms fixed to the pavement. If forms are used, they shall be removed prior to compaction of the asphalt mixture. Compaction shall be accomplished using a plate tamper or a static roller.

Any raised rumble strips that fail to adhere to the pavement, or become damaged or flattened such that, in the opinion of the Engineer, they are no longer performing their intended function, shall be replaced or repaired by the Contractor to the satisfaction of the Engineer. Any associated damage to the pavement shall also be repaired by the Contractor to the satisfaction of the Engineer. These replacements or repairs shall be made at no additional expense to the Purchasing Agency.

When directed by the Engineer, (e.g., prior to the start of the winter plowing season), or prior to the placement of successive pavement courses, the Contractor shall completely remove the rumble strips from the pavement. Rumble strips shall be removed upon completion of work and concurrently with the removal of other temporary traffic control signs and devices. Any pavement that is damaged in the process of removing the rumble strips shall be repaired by the Contractor to the satisfaction of the Engineer at no additional expense to the Purchasing Agency.

Raised Removable Tape Rumble Strips:

The rumble strips shall be formed by applying four layers of removable black preformed pavement marking tape. The tape shall be applied to a clean, dry pavement surface in accordance with the manufacturer's recommendations. The pavement surface shall be cleaned with compressed air just prior to application of the tape.

Temporary rumble strips shall be placed in a succession of three 6 Strip Patterns according to the attached "Suggested Layout Details - Temporary Rumble Strips". Each strip shall be placed on 10 foot centers and traversing the full width of each travel lane. On curbed roadways, rumble strips shall end a minimum of 3 feet from the curb so as to not interfere with drainage. Sufficient layers of tape shall be applied such that each finished rumble strip has a thickness of .4 inches \pm .1 inches and is between 6 inches and 9 inches in width.

Any raised rumble strips that fail to adhere to the pavement, or become damaged or flattened such that, in the opinion of the Engineer, they are no longer performing their intended function, shall be replaced or repaired by the Contractor to the satisfaction of the Engineer. Any associated damage to the pavement shall also be repaired by the Contractor to the satisfaction of the Engineer. These replacements or repairs shall be made at no additional expense to the Purchasing Agency.

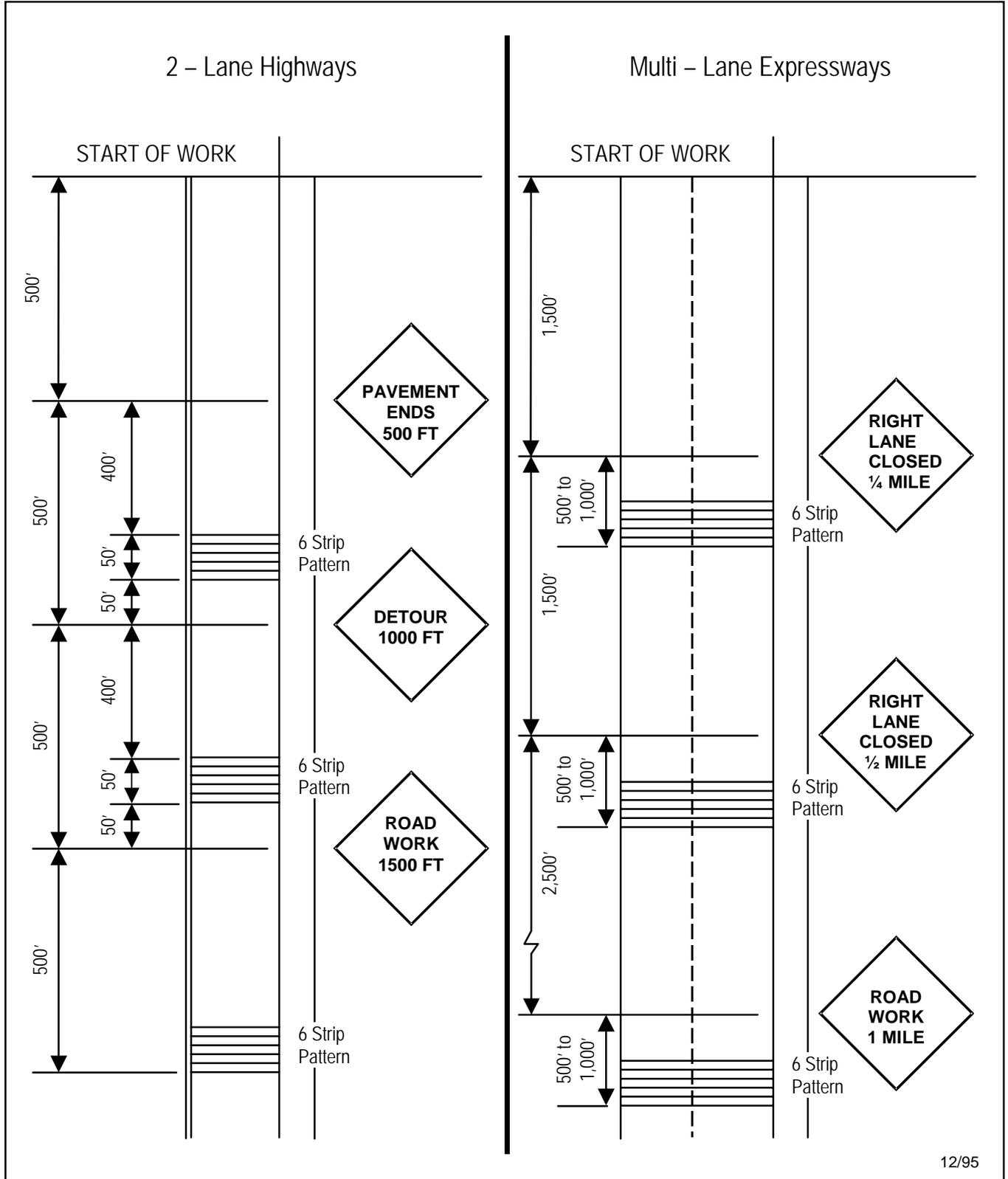
When directed by the Engineer, (e.g. prior to the start of the winter plowing season), or prior to the placement of successive pavement courses, the Contractor shall completely remove the rumble strips from the pavement. Rumble strips shall be removed upon completion of work and concurrently with the removal of other temporary traffic control signs and devices. Any pavement that is damaged in the process of removing the rumble strips shall be repaired by the Contractor to the satisfaction of the Engineer at no additional expense to the Purchasing Agency.

BASIS OF PAYMENT:

All costs for the installation, maintenance and removal of temporary rumble strips shall be included in the price per ton. No separate payment shall be made.

(continued)

Suggested Layout Details -- Temporary Rumble Strips



SUPERPAVE HOT MIX ASPHALT:

The following are design criteria for SUPERPAVE Hot Mix Asphalt Items for projects contained in this Contract Award Notification:

<u>Project #</u>	<u>Item</u>	<u>80 kN ESAL's</u>	<u>Aggregate Size</u>	<u>PG Binder</u>
6V0911	402.096301	<3.0 MIL	9.5	PG 64-22
	402.018901	<3.0 MIL	9.5	PG 64-22
6V0912	402.096201	<10.0 MIL	9.5	PG 64-22
	402.018901	<10.0 MIL	9.5	PG 64-22
6V0933	402.096301	<3.0 MIL	9.5	PG 64-22
	402.018901	<3.0 MIL	9.5	PG 64-22
6V0943	402.096301	<3.0 MIL	9.5	PG 64-22
	402.018901	<3.0 MIL	9.5	PG 64-22
6V0944	402.096301	<3.0 MIL	9.5	PG 64-22
	402.018901	<3.0 MIL	9.5	PG 64-22
7V0914	402.126301	<3 Mil.	12.5	PG 64-22
7V0925	402.096201	<10 Mil.	9.5	PG 64-22
7V0926	402.126201	<3 Mil.	12.5	PG 64-22
7V0927	402.096301	< 3 Mil.	9.5	PG 64-22
7V0928	402.096301	<10 Mil.	9.5	PG 64-22
7V0931	402.096301	<3 Mil.	9.5	PG 64-22
7V0935	402.096301	<3 Mil.	9.5	PG 64-22
7V0936	402.096201	<10 Mil.	9.5	PG 64-22
7V0937	402.06820118	*	6.3	PG 64-22
7V0943	402.096301	<3 Mil.	9.5	PG 64-22
7V0954	402.06830118	*	6.3	PG 64-22
7V0955	402.06830118	*	6.3	PG 64-22

* 75 Gyration Mix

(continued)

PROJECT DIMENSIONS:

Information on pavement and shoulder widths for Department of Transportation Bituminous Concrete Delivered Contracts are listed for information purposes only. The dimensions listed are the best information available, but 100% accuracy is not guaranteed. Contractors should visit the project site to confirm the dimensions given and familiarize themselves with the project particulars. The Department assumes no responsibility for erroneous information listed herein.

The pavement width listed is the total width of all the travel lanes. The shoulder width is for one shoulder only.

<u>Project Number</u>	<u>Items</u>	<u>Resurfacing Depth (in.)</u>	<u>Travel Lanes Width (ft.) (total)</u>	<u>Lane Width (ft.) (one lane)</u>	<u>Shoulder Width (ft.) (one shldr)</u>	<u>Number Lanes</u>
6V0911	402.096301	1.5	24	12	6	2
	402.018901	Necessary	24	12	6	2
6V0912	402.096201	1.5	24	12	8	2
Ramps	402.096201	1.5	28	28	-	1
Ramps	402.096201	0.75	28	28	-	1
6V0933	402.096301	1.5	22	11	6	2
	402.018901	0.75	22	11	6	2
6V0943	402.096301	1.5	24.0	12	6	2
	402.018901	1	24.0	12	6	2
6V0944	402.096301	1.5	24	12	6	2
	402.018901	1	24	12	6	2
7V0914	402.126301	1.5	22	11	6	2
7V0925	402.096201	1.5	44	22	0	2
7V0926	402.126201	1.5	22-42	11-21	0-12	2
7V0927	402.096301	1.5	22	11	3	2
7V0928	402.096301	1.5	24-44	12-22	0-8	2
7V0931	402.096301	1.5	22-24	11-12	5-12	2
7V0935	402.096301	1.5	24-48	12	10	2 & 4
7V0936	402.096201	1.5	24-40	12-20	0-8	2 & 3
7V0937	402.06820118	0.75	24-54	12-13.5	3-10	2 & 3 & 4

(continued)

PROJECT DIMENSIONS: (Cont'd)

<u>Project Number</u>	<u>Items</u>	<u>Resurfacing Depth (in.)</u>	<u>Travel Lanes Width (ft.) (total)</u>	<u>Lane Width (ft.) (one lane)</u>	<u>Shoulder Width (ft.) (one shldr)</u>	<u>Number Lanes</u>
7V0943	402.096301	1.5	22-24	11-12	3-12	2
7V0954	402.06830118	1	24	12	8	2
7V0955	402.06830118	1	22	11	6	2

REBATES:

<u>Project</u>	<u>Rebate Location</u>	<u>Width (Feet)</u>
6V0911	17-6103-1142 (east end)	34
6V0912	19-6101-1220 (S END)	40
	19-6101-1223 (S END I86 BRIDGE)	65
	19-6101-1224 (N END I86 BRIDGE)	65
	BOTTOM EXIT 30 WB OFF RAMP	30
	BOTTOM EXIT 30 EB ON-RAMP	30
	BOTTOM EXIT 30 WB ON RAMP	30
	BOTTOM EXIT 30 EB OFF-RAMP	30
	19-6101-1251 (N END)	40
6V0933	227-6301-1017 (S END)	34
	227-6301-1040 (N END)	34
6V0943	371-6401-1004 (S END)	38
	RM1013 (S END BIN 1046890)	40
	RM1013 (N END BIN 1046890)	40
	371-6401-1028 (N END)	34
6V0944	15-6401-1545 (@SR21)	100
	15-6401-1489 (E END)	38

(continued)

REBATES: (Cont'd)

<u>Project</u>	<u>Rebate Location</u>	<u>Width (Feet)</u>
7V0914	RM374-7102-1000, FranklinCoLn	31
	RM374-7102-1070	31
7V0925	RM11-7207-1155, Airport Rd.	62
	RM11-7207-1165, Rt.37 Int.	62
7V0926	RM3-7205-1020,TupperLk.W.Vill.Ln	34
	RM3-7205-1045, Rt. 3/30 OLAP	55
7V0927	RM458-7202-1075, Cook Rd.	33
	RM458-7202-1043, Blue Mtn. Rd.	33
7V0928	RM11-7207-1036, Beg @ Moira	62
	RM11-7207-1066,. End @ to Brushton	57
7V0931	RM26-7307-1075, Gasoline Alley	34
	RM26-7307-1087, Br. O/Black River	34
7V0935	RM11-7305-1156, Rt. 232	34
	RM11-7305-1199, Kellogg Hill	34
	RM971P-7301-1005.6, Beg. RR	34
	RM971P-7301-1005.7, End RR	34
	RM971P-7301-1002.9,Beg. NBI81 Br.	28
	RM971P-7301-1002.9,End NBI81 Br.	28
	RM971P-7301-1002.6,Beg. SBI81 Br.	28
	RM971P-7301-1002.6,End SBI81 Br.	28
	I81 Ramps - 12 in total, each=	17
7V0936	RM3-7302-2034, Br. O/Black River	42
	RM3-7302-2041, State St.	34
	RM12-7306-2000(3Lane) Rte. 3 Int.	54
	RM12-7306-2003.5, Rte.26 Int.	54
7V0937	12F-7301-1000, Beg. @ Dexter	56
	12F-7301-1000, End @ Watertown	34
	I81 Ramps - 4 in total, each=	17
7V0943	RM26-7406-1134, Vill. Of Turin	34
	RM26-7406-1167, Houseville	31
7V0954	RM56-7501-1341, Beg. @ Potsdam	34
	RM56-7501-1380, End @ Norwood	34
7V0955	RM310-7501-1106, Beg. @ Madrid	31
	RM310-7501-1106,End@Raymondville	31

(continued)

**State of New York
 Office of General Services
 PROCUREMENT SERVICES GROUP
 Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242

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