

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) (2011 DOT Specific Projects) (State Funds) Classification Code: 30
Award Number	:	<u>22201</u>
Contract Period	:	June 2, 2011 through December 31, 2011
Bid Opening Date	:	March 29, 2011
Date of Issue	:	June 2, 2011
Specification Reference	:	As Incorporated In The Invitation for Bids, SPEC-920 dated December 15, 2010 and Purchasing Memorandum dated March 23, 2011
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	
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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.

PR # 22201

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC65490 SB	AMHERST PAVING, INC. 330 Meyer Road Amherst, NY 14226	716/834-4961 Glen Willis Fax: 716/838-6016 E-mail: glen.amherstpaving@verizon.net	161143301

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.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

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).

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.

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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.

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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 by the Contractor. 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 and all current addenda. 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 as indicated in the Project Dimensions Table. All personnel supplied for the paving shall be qualified and experienced in hot mix asphalt paving.

ASPHALT PRICE ADJUSTMENTS:

- Asphalt price adjustments allowed will be based on the October 1, 2010 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, 2010 average is \$489.00 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.**

- 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. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month following the adjustment date.
- 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)	=	$\left(\begin{array}{l} \text{New Monthly Average F.O.B. Terminal Price} \\ - \\ \text{Base Average F.O.B. Terminal Price} \end{array} \right)$	X	Total % Asphalt Plus Fuel Allowance
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Tack Coat

Price Adjustment (per gallon)	=	$\frac{\text{New Monthly Average F.O.B. Terminal Price} - \text{Base Average Terminal Price}}{235}$	X	Total % Asphalt Plus Fuel Allowance
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PRICE: (Cont'd)

ASPHALT PRICE ADJUSTMENTS:

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, 2010.

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>Total % Asphalt Plus Fuel</u>
402.017902	****	1	****
402.018902	****	1	****
402.058902	8.25	1	9.25%
402.068X0118	6.50	1	7.50%
402.09XX02	6.20	1	7.20%
402.12XX02	5.50	1	6.50%
402.19XX02	4.90	1	5.90%
702-90 Tack Coat	40.00	0.2	40.20%
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 402.09XX02	
Base Avg. Price = \$489.000	
New Avg. Price = \$535.000	$(\$535.000 - \$489.000) \times 0.072 = +\3.312 per ton
Total % Asphalt Plus Fuel = 7.20%	

EXAMPLE: Item 407.0101 Tack Coat	
Base Avg. Price = \$489.000	
New Avg. Price = \$535.000	$\frac{\$535.000 - \$489.000}{235} \times 0.402 = +\0.079 per gallon
Total % Asphalt Plus Fuel = 40.20%	

+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.

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.

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PRICE: (Cont'd)

ASPHALT PRICE ADJUSTMENTS: (Cont'd)

TOTAL % ASPHALT PLUS FUEL: (Cont'd)

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.

<u>OGS Item No.</u>	<u>OGS/ Project No.</u>	<u>County/ Location</u>	<u>Item Description</u>	<u>Est. Tons/ Gallons</u>	<u>Price Per Ton/Gal.</u>	<u>NYS DOT Plant#</u>	<u>Contractor</u>
<u>1</u>	5V1042	Erie County Rt. 438 Brant Rd to US 20 RM 438 5301/ 2062-2111 Cattaraugus Territory 4.86 miles	402.097302 702-90	7,060 Tons 4,280 Gal.	\$76.97 \$3.00	H0102 L0503	Amherst Paving, Inc.
<u>2</u>	5V0945	Erie County Reservation Roads Brant Road Cattaraugus Territory 1.6 miles	402.098302 702-90	1,860 Tons 1,130 Gal.	\$80.58 \$3.20	H0102 L0503	Amherst Paving, Inc.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

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.

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.

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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.

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.

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).

PAYMENT:

Payment shall be made at contract prices per net ton for the actual quantity of material placed by the Contr. Payment shall be made at the contract price per gallon for the actual quantity of tack coat placed by the Contr. Payment adjustments will be applied in Quantity Units for all applicable mixes as described in Sub-Section 401-4 and 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	\$65
3	\$70
4	\$65
5	\$75
6	\$65
7	\$55
8	\$90
9	\$65
10	\$105
11	\$145

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CONTRACT BILLINGS AND PAYMENTS:

a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

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.

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PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS:

Work being performed 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 federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility.

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 **2011001949**, 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 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.

IMPORTANT NOTE: The above PRC number MUST be noted on all purchase orders issued for purchases from this contract.

WORKER NOTIFICATION – A9052; S6240

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub*. It also requires contractors and subcontractors to post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

OSHA 10-Hour Construction Safety and Health Course - S1537-A

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work contracts of at least \$250,000, all laborers, workers, and mechanics working on site be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000 contain a provision of the requirement AND only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage.

Further information may be found at:
www.labor.state.ny.us/workerprotection/publicwork/PWContents.shtm .

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.

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CONTRACTOR INSURANCE:

The Contractor shall provide to The New York State Office of General Services (“OGS”) written proof of insurance coverage and additional insured documentation as specified herein. "Written proof" consists of certificates of insurance and/or endorsements to policies issued by an officer of an insurance company licensed or authorized to do business in New York, government self-retention funds or other self-insurance companies evidencing that the Contractor has the requisite insurance coverages. All non-standard exclusions or limitations applicable to the contract must be disclosed on the Certificate of Insurance and must be approved by The New York State Office of General Services (“OGS”). Policies providing commercial general liability, excess or umbrella liability and pollution legal liability insurance shall be specifically endorsed to name the People of the State of New York, its officers, agents, and employees as additional insureds thereunder. Such written proof shall be in the form and substance acceptable to The New York State Office of General Services (“OGS”). Acceptance and/or approval by The New York State Office of General Services (“OGS”) of the written proof of insurance does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract to obtain the required coverage.

Contractor shall secure and continue to keep in force during the term of the contract, and Contractor shall require all Subcontractors prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of this contract the following insurance coverage:

- a) **Commercial General Liability Insurance** with minimum liability limits of not less than \$5,000,000.00 each occurrence after notice of award. Such liability shall be written on the ISO occurrence form CG 00 01© (current edition) or a substitute form providing equivalent coverages and shall cover liability arising from premises or operations, independent contractors, broad form property damage, personal & advertising injury, cross liability coverage, contractual damages, and products or completed operations, if applicable (including the tort liability of another assumed in a contract), and explosion, collapse & underground coverage. If such insurance contains an aggregate limit, it shall apply separately on a per job basis. General Liability Additional Insured Endorsement shall be on Insurance Service Office’s (ISO) form number **CG 2010 1185**.
- b) **Comprehensive Business Automobile Liability Insurance** with minimum liability limits of not less than \$2,000,000.00 each accident after notice of award. Such insurance shall cover liability arising out of any automobile including Owned (if any), Hired and Non-Owned automobiles.
- c) **Workers’ Compensation, Employer’s Liability, and Disability Benefits** meeting all New York State statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers Compensation Act must be included. Also, if the contract is for temporary staffing services or involves renting equipment with operators, the Alternate Employer Endorsement WC 00 03 01A must be included on the policy naming the People of the State of New York as the alternate employer.
- 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.
* Contractor shall provide written proof of such coverage to the Authorized User prior to commencement of work at the Pre-paving/Pre-production conference

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CONTRACTOR INSURANCE: (Cont'd)

All insurance coverage must meet the following additional requirements:

- 1) All insurance required shall be obtained at the sole cost and expense of the Contractor, and shall be primary and non-contributing to any insurance, self-retention or self-insurance maintained by the Authorized User.
- 2) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self-insured retention is subject to approval by the New York State Office of General Services ("OGS").
- 3) The requisite insurance may be provided through a policy or policies of insurance which may be primary and/or excess including umbrella policies, but must be placed with an Insurer rated "A-" Class "VII" or better by the A.M. Best Company, Inc. If, during the term of the policy, an Insurer's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an Insurer rated at least "A-" Class "VII" by the A.M. Best Company, Inc. Any excess policy must follow the requirements set forth in the New York State Insurance Law for such coverage.
- 4) Contractors shall provide The New York State Office of General Services ("OGS") with updated Certificates of Insurance and as applicable amendatory endorsements at least thirty (30) days prior to the expiration or renewal date of a policy.
- 5) The insurance provided shall include an endorsement indicating that the policy and any endorsements may not be cancelled without thirty (30) days prior written notice to The New York State Office of General Services ("OGS"). In the event that the cancellation is due to non-payment of premium, ten (10) days prior written notice shall be provided.
- 6) The insurance provided shall include a blanket or specific "Waiver of Subrogation" endorsement waiving any right to recovery the insurance company may have against the State.
- 7) In the block provided in the Certificate of Insurance for insertion of "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions" the additional insured information and job-specific information such as the nature of the contract and either the solicitation number or the contract award number should be referenced.
- 8) Additional insured endorsements should specify the following:
 - The full legal name of the additional insured; i.e., the State of New York, its agencies, officers and employees;
 - The specific location or operations for which the coverage applies;
 - Coverage will run until the completion of the last project on this contract;
 - That notice of modification or cancellation will be provided to the additional insured at a specified name and address;
 - That the insurance company waives any right of recovery it may have against the State;
 - That the coverage required shall be primary for the State and shall not be affected by any self-insurance or other insurance or coverage obtained by the State on its own behalf;
 - That cross-liability/severability of interest coverage is provided; and
 - That the legal defense provided to the State under the policy must be free of any conflicts of interest even if retention of separate legal counsel for the State is necessary.
- 9) The insolvency or bankruptcy of the insured Contractor or Subcontractor shall not release the Insurer from payment under the policy even when such insolvency or bankruptcy prevents the insured Contractor or Subcontractor from meeting the retention limits under the policy.

Failure to provide insurance coverage as required herein and to keep the same in force during the term of the contract is a material breach of contract entitling the State to terminate the contract in accordance with the termination provisions in the contract.

(continued)

MATERIAL DESCRIPTIONS:

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

402.017902	Truing & Leveling F9, 70 Series Compaction
402.018902	Truing & Leveling F9, 80 Series Compaction
402.058902	Shim Course F9
402.096102	9.5 F1, 60 Series Compaction
402.096202	9.5 F2, 60 Series Compaction
402.096302	9.5 F3, 60 Series Compaction
402.097102	9.5 F1, 70 Series Compaction
402.097202	9.5 F2, 70 Series Compaction
402.097302	9.5 F3, 70 Series Compaction
402.098302	9.5 F3, 80 Series Compaction
402.098902	9.5 F9, Shoulder Course, 80 Series Compaction
402.126102	12.5 F1, 60 Series Compaction
402.126202	12.5 F2, 60 Series Compaction
402.126302	12.5 F3, 60 Series Compaction
402.127102	12.5 F1, 70 Series Compaction
402.127202	12.5 F2, 70 Series Compaction
402.127302	12.5 F3, 70 Series Compaction
402.128902	12.5 F9, Shoulder Course, 80 Series Compaction
402.196902	19 F9, 60 Series Compaction
402.197902	19 F9, 70 Series Compaction
402.256902	25 F9, 60 Series Compaction
402.257902	25 F9, 70 Series Compaction
402.06810118	6.3 F1, Superthin HMA, 80 Series Compaction
402.06820118	6.3 F2, Superthin HMA, 80 Series Compaction
402.06830118	6.3 F3, 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.

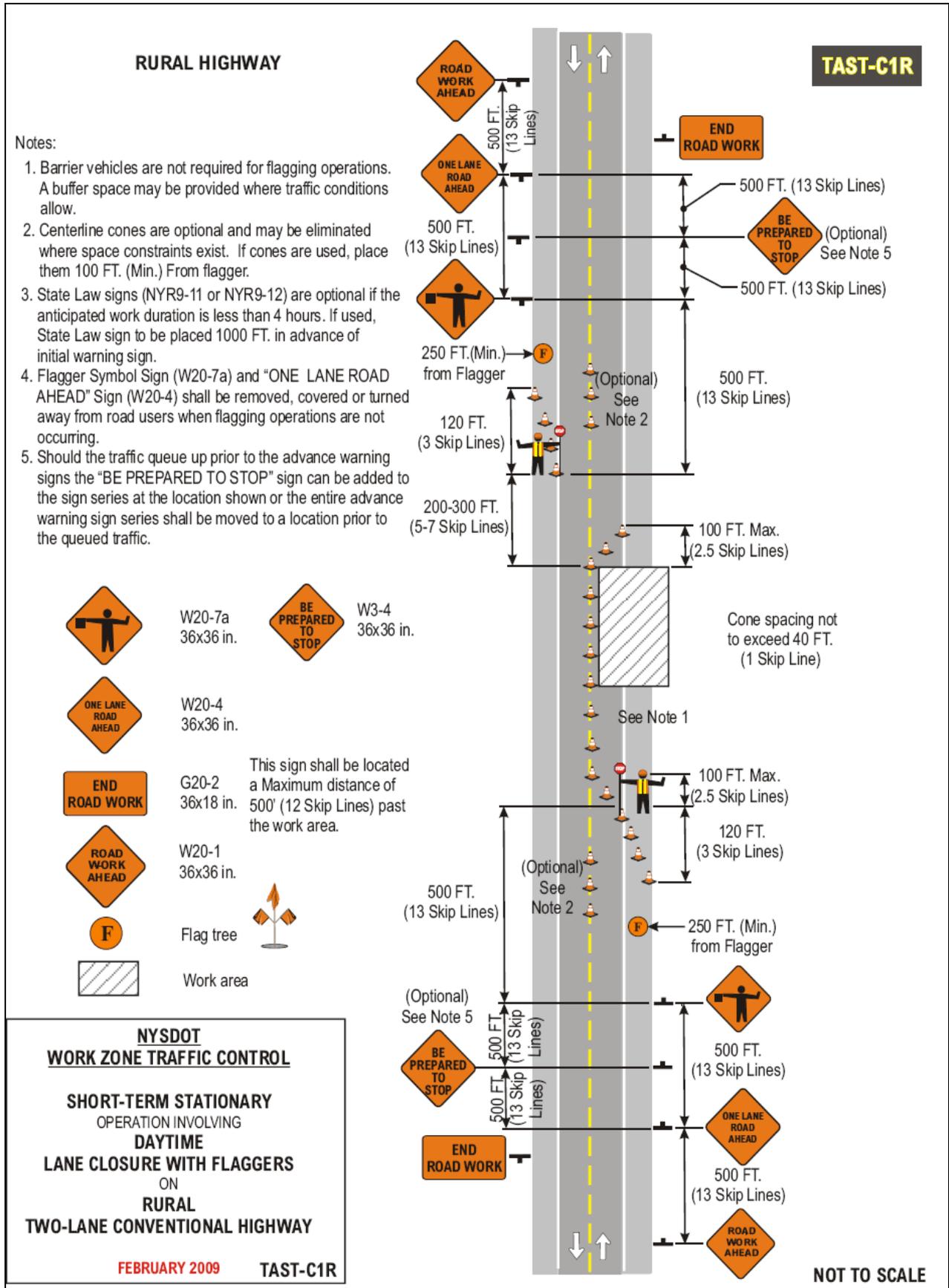
WORK ZONE TRAFFIC CONTROL

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-C1R, TAST-C2R, TAST-C3R, TAST-C4R, TAST-C5R, TAST-C7R, TAST-C1UL, TAST-C2UL, TAST-C3UL, TAST-C4U, TAST-C7UL, TAST-C1UH, TAST-C2UH, TAST-C3UH, and TAST-C7UH included in this Contract Award Notification may be used as a basis for development of a Work Zone Traffic Control Plan. For one-way roadways, Figures TAST-C5UL, TAST-C6UL, TAST-C8UL, TAST-C5UH, TAST-C6UH, and TAST-C8UH may be used as a basis for development of a Work Zone Traffic Control Plan. For one-way Freeways or Expressways, Figures TAST-E1, TAST-E2, TAST-E3, TAST-E4, TAST-E5, TAST-E6, and TAST-E7 may be used as a basis for development of a Work Zone Traffic Control Plan.

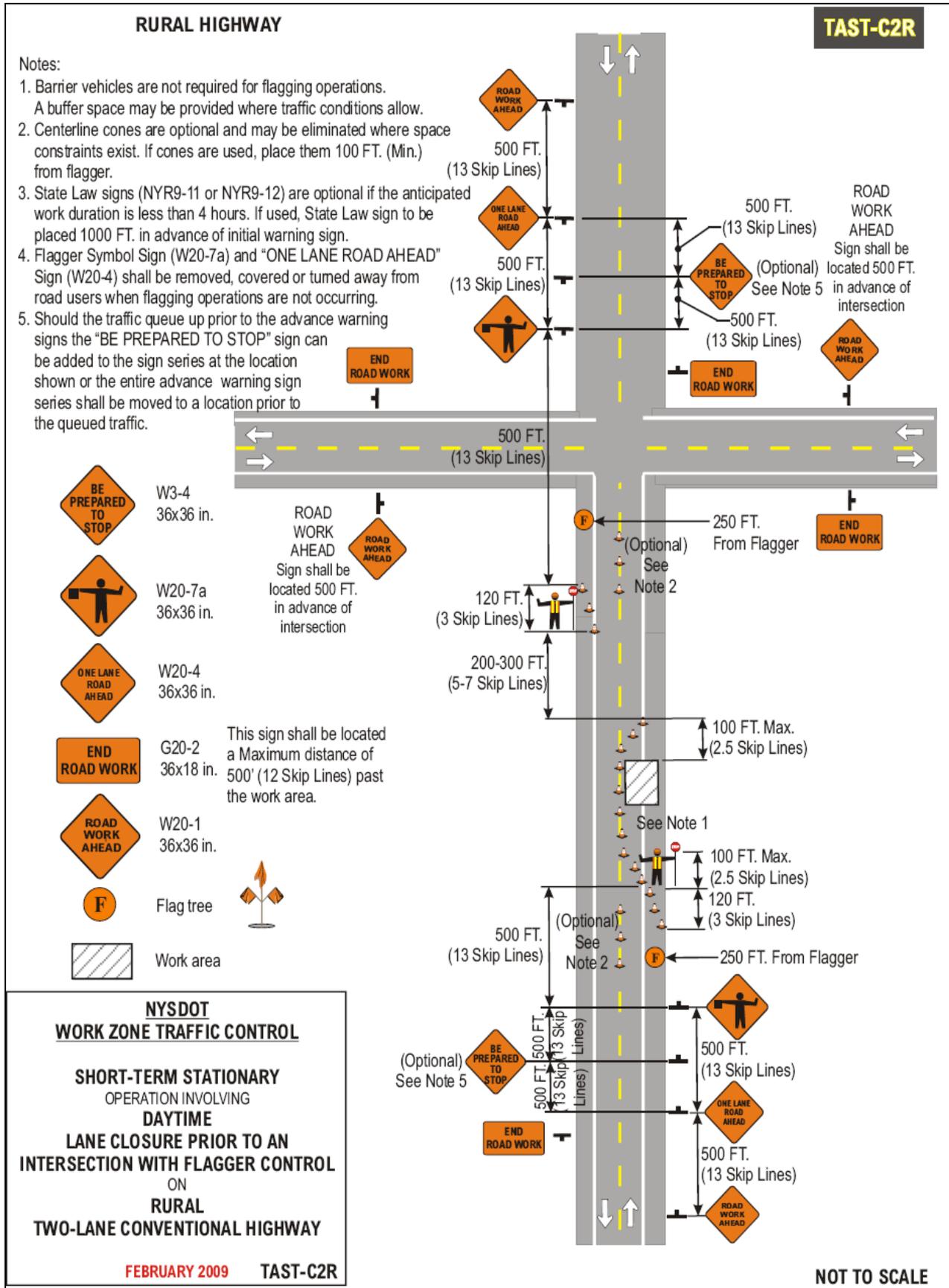
All necessary flaggers for Work Zone Traffic Control shall be provided by the Contractor. For two-way roadways, a minimum of three flaggers shall be provided while the paving operation is underway. One shall be stationed at each end of the operation and one shall be stationed with the paver. For one-way 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 construction signs are included in the price per ton. No separate payment shall be made.

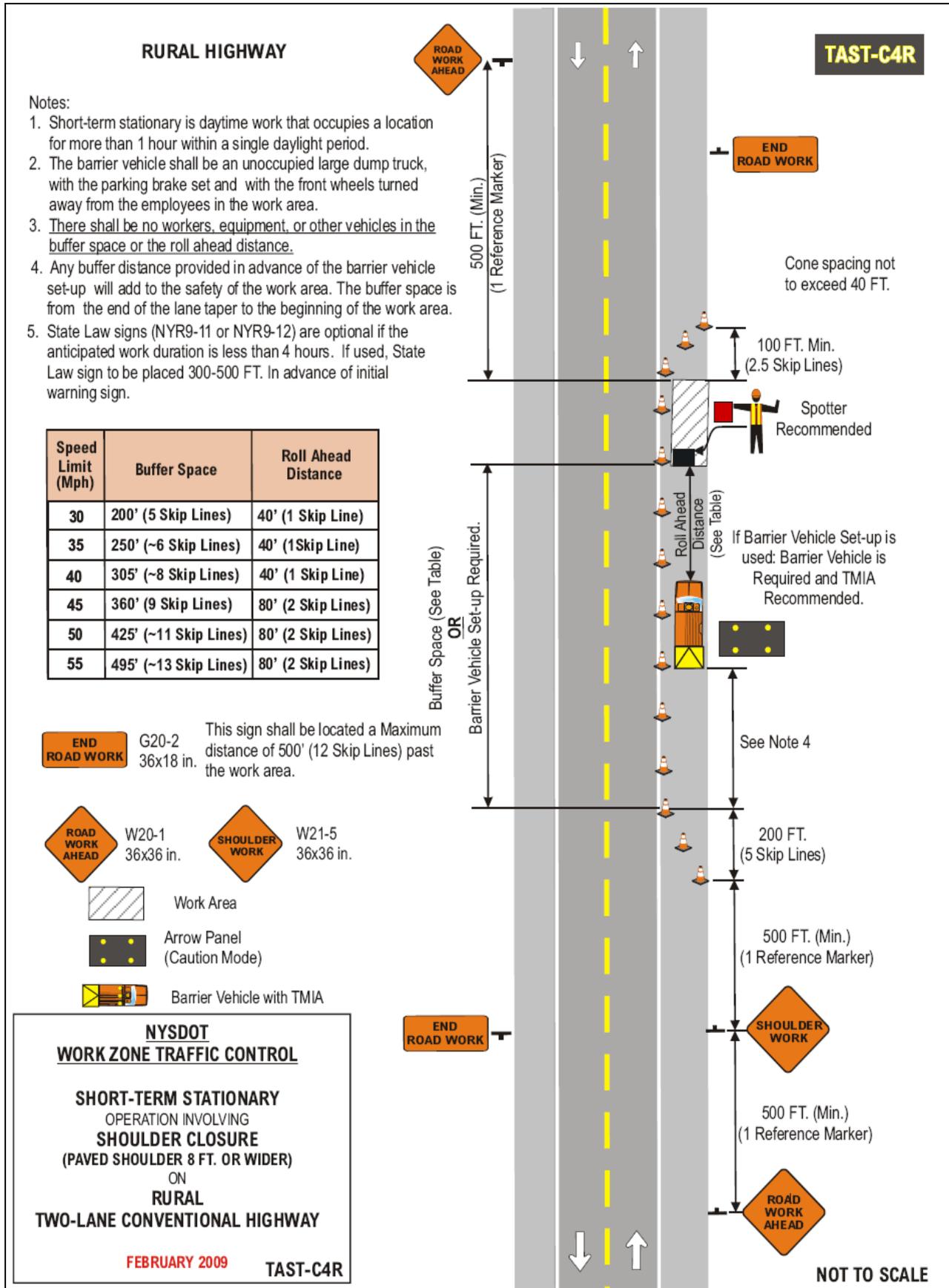
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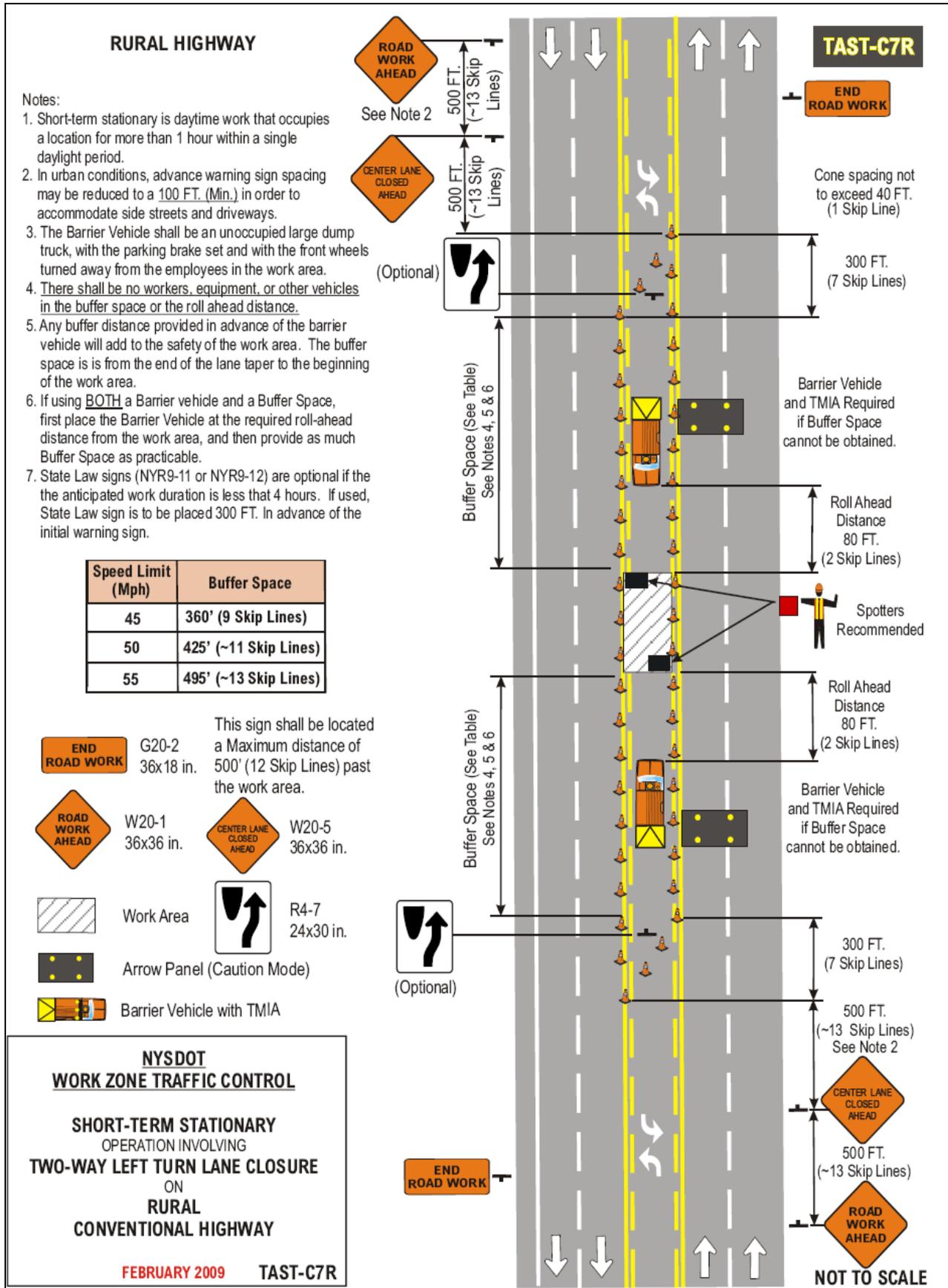
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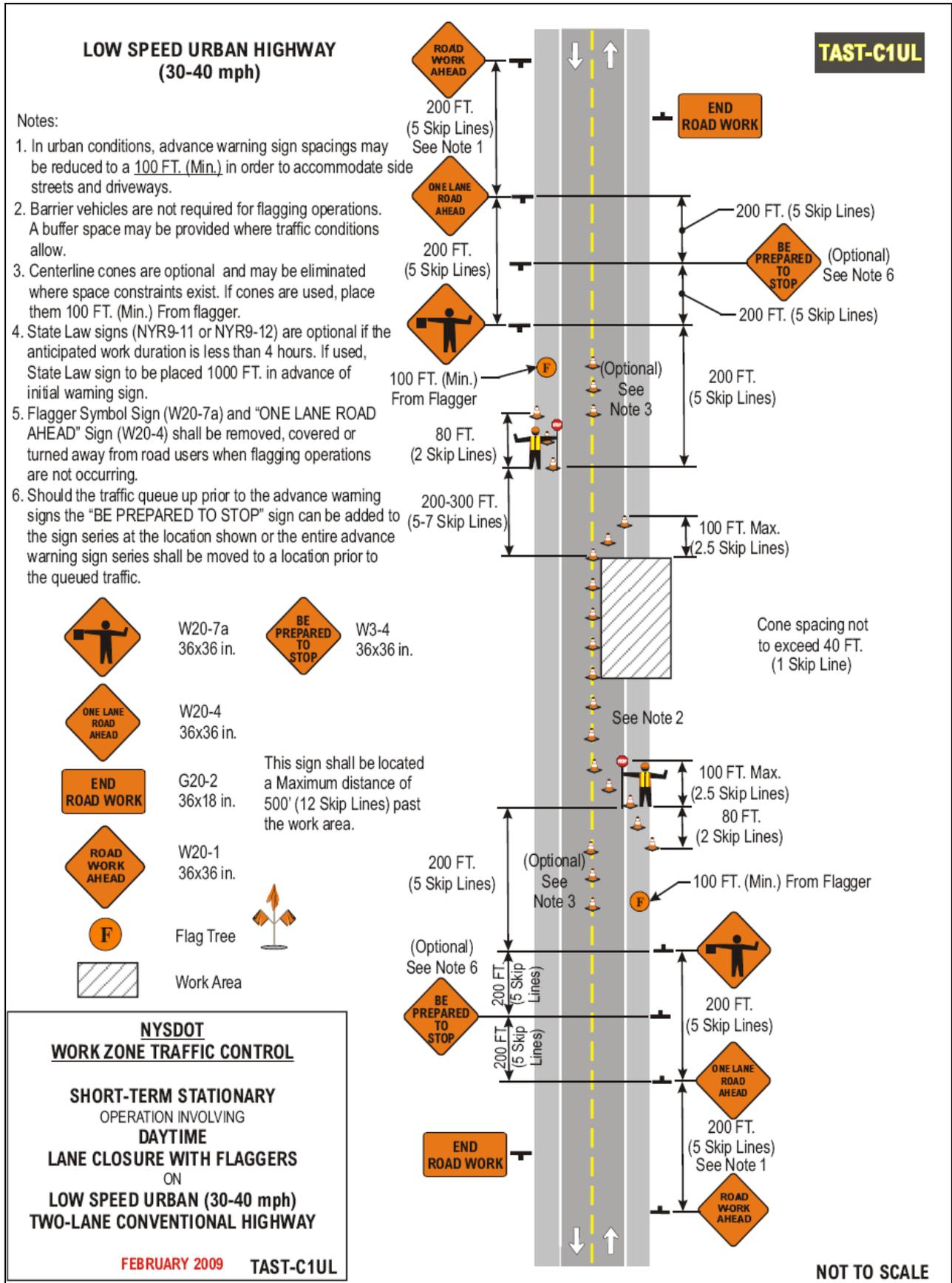
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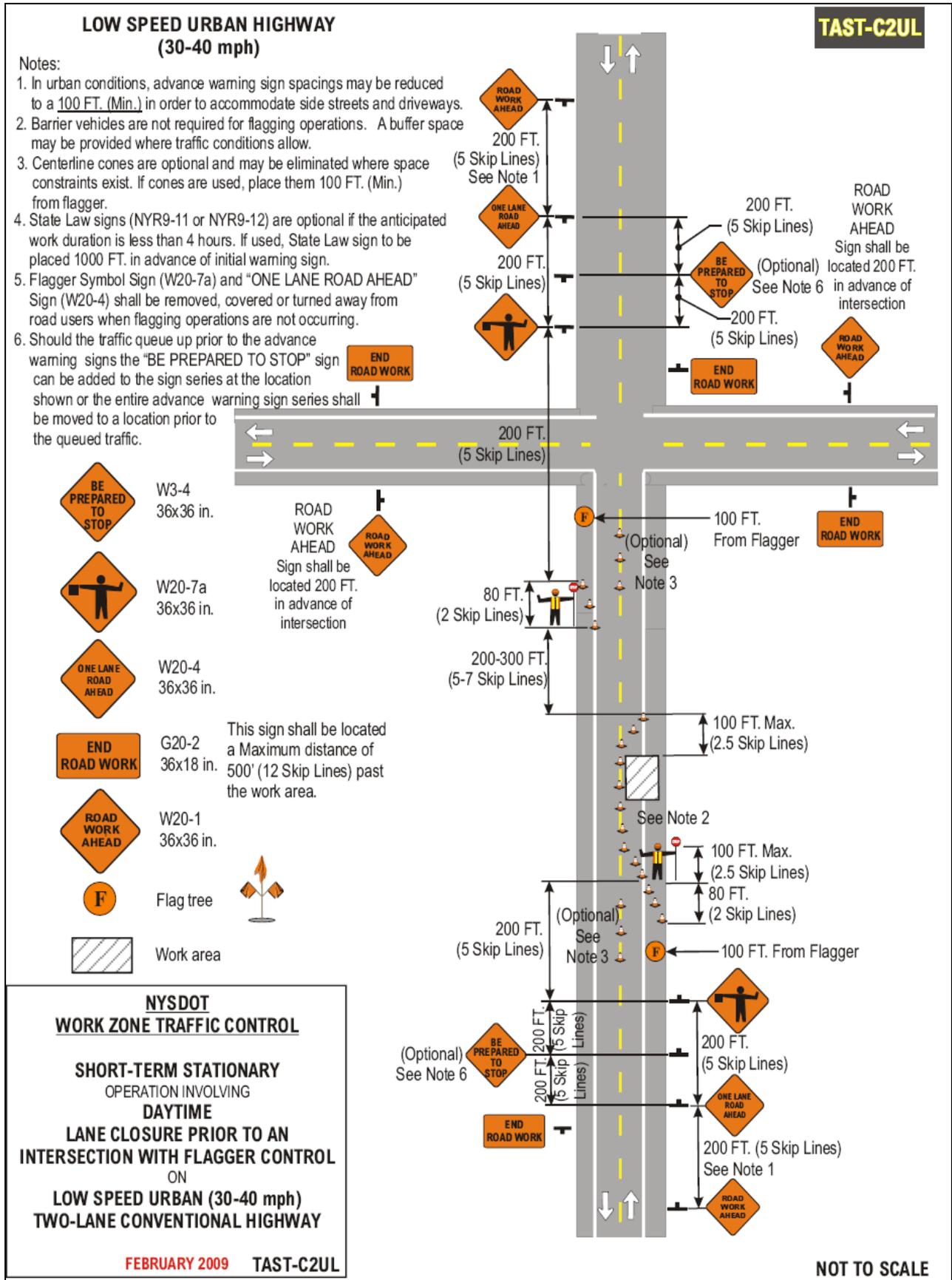
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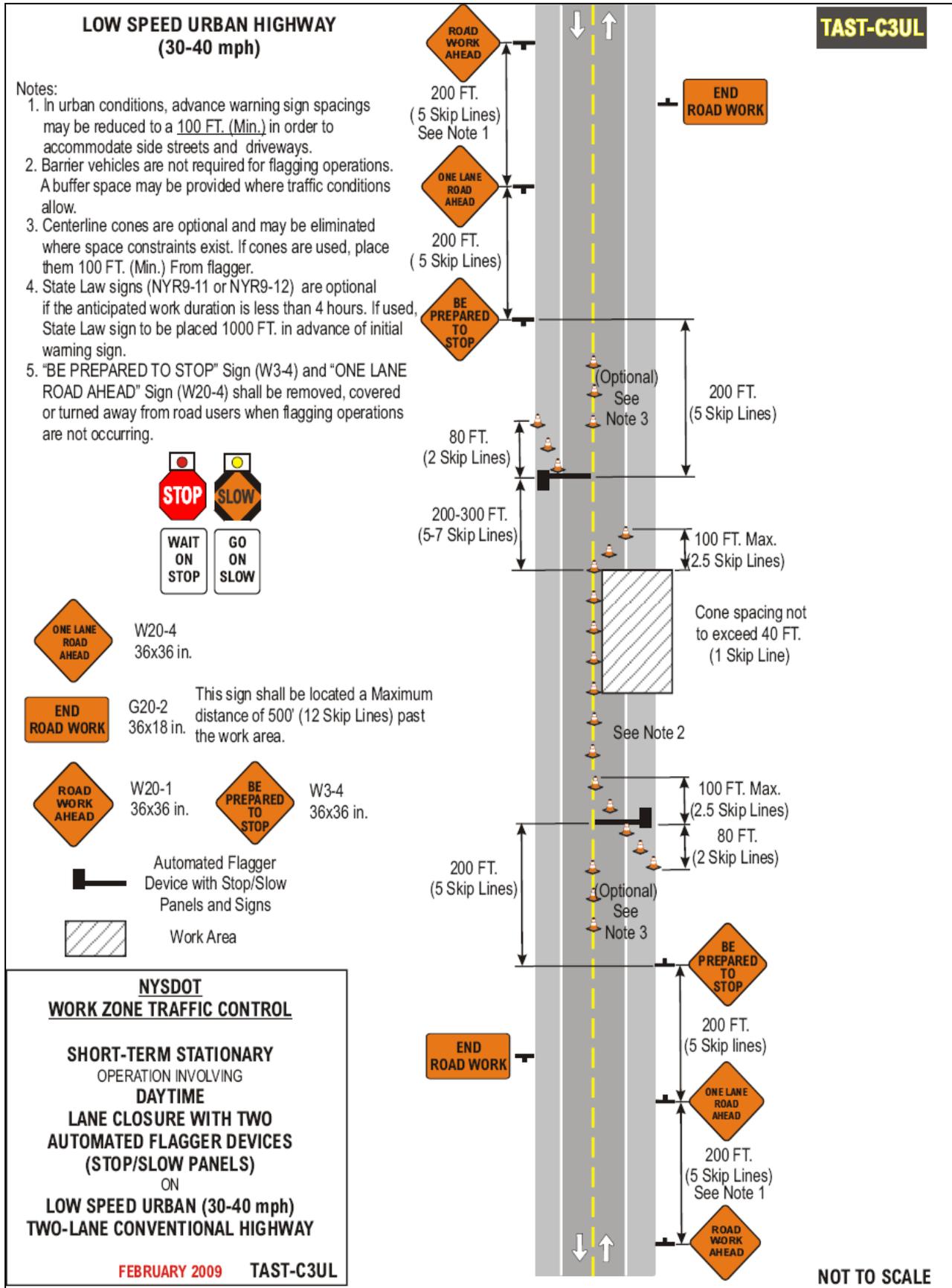
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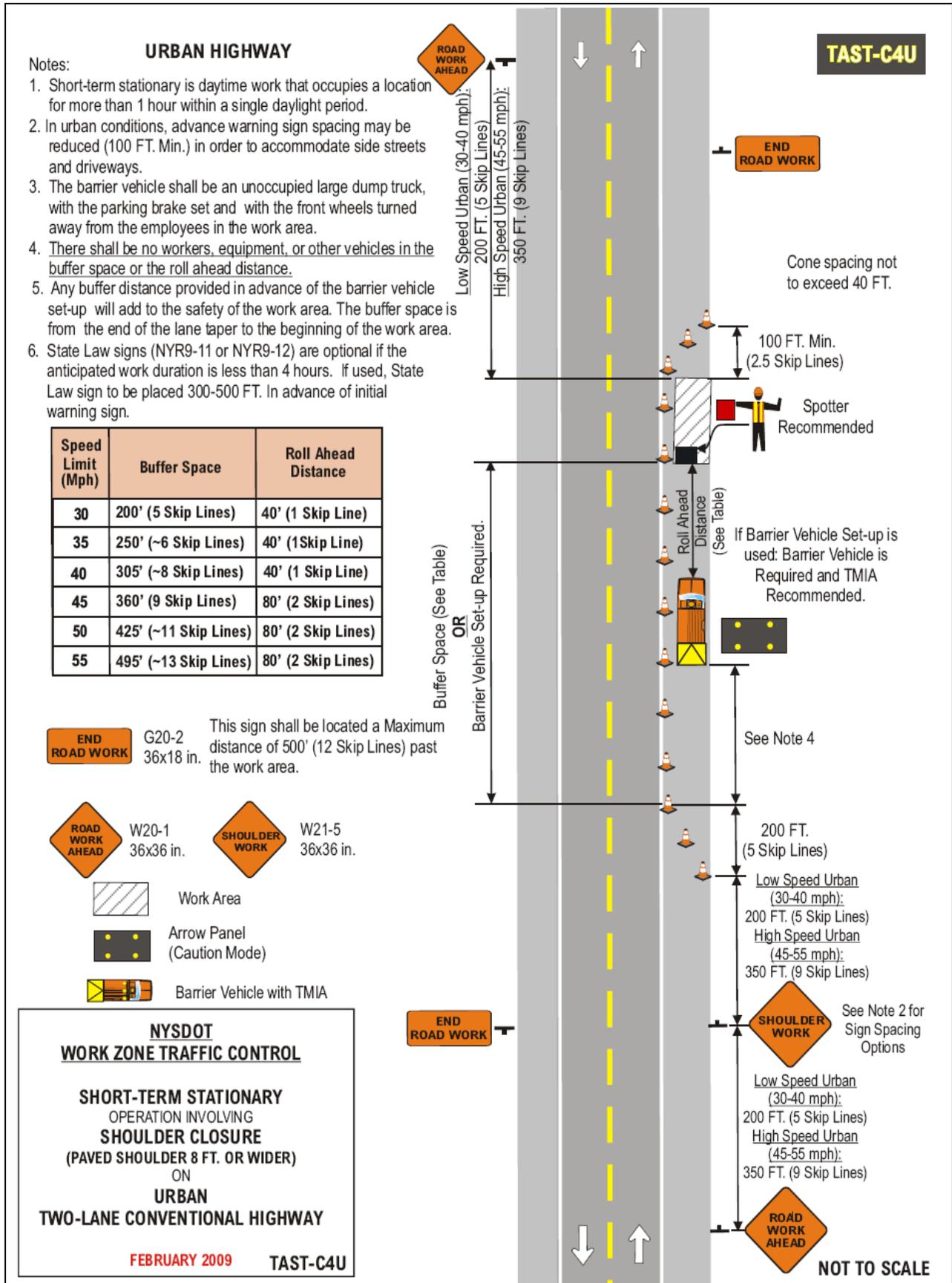
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(continued)

**LOW SPEED URBAN HIGHWAY
(30-40 mph)**

TAST-C5UL

Notes:

1. Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.
2. In urban conditions, advance warning sign spacing may be reduced to a 100 FT. (Min.) in order to accommodate side streets and driveways.
3. The Barrier Vehicle shall be an unoccupied large dump truck, with the parking brake set and with the front wheels turned away from the employees in the work area.
4. There shall be no workers, equipment, or other vehicles in the buffer space or the roll ahead distance.
5. Any buffer distance provided in advance of the barrier vehicle set-up will add to the safety of the work area. The buffer space is from the end of the lane taper to the beginning of the work area.
6. State Law signs (NYR9-11 or NYR9-12) are optional if the anticipated work duration is less than 4 hours. If used, State Law sign is to be placed 300 FT. in advance of the initial warning sign.

Speed Limit (Mph)	Buffer Space
30	200' (5 Skip Lines)
35	250' (~7 Skip Lines)
40	305' (~8 Skip Lines)

END ROAD WORK G20-2 36x18 in. This sign shall be located a Maximum distance of 500' (12 Skip Lines) past the work area.

ROAD WORK AHEAD W20-1 36x36 in. **ROAD WORK AHEAD** W4-2R 36x36 in.

LANE CLOSED NYW8-33 48x24 in. **RIGHT LANE CLOSED AHEAD** W20-5R 36x36 in.

← W1-6L 48x24 in.

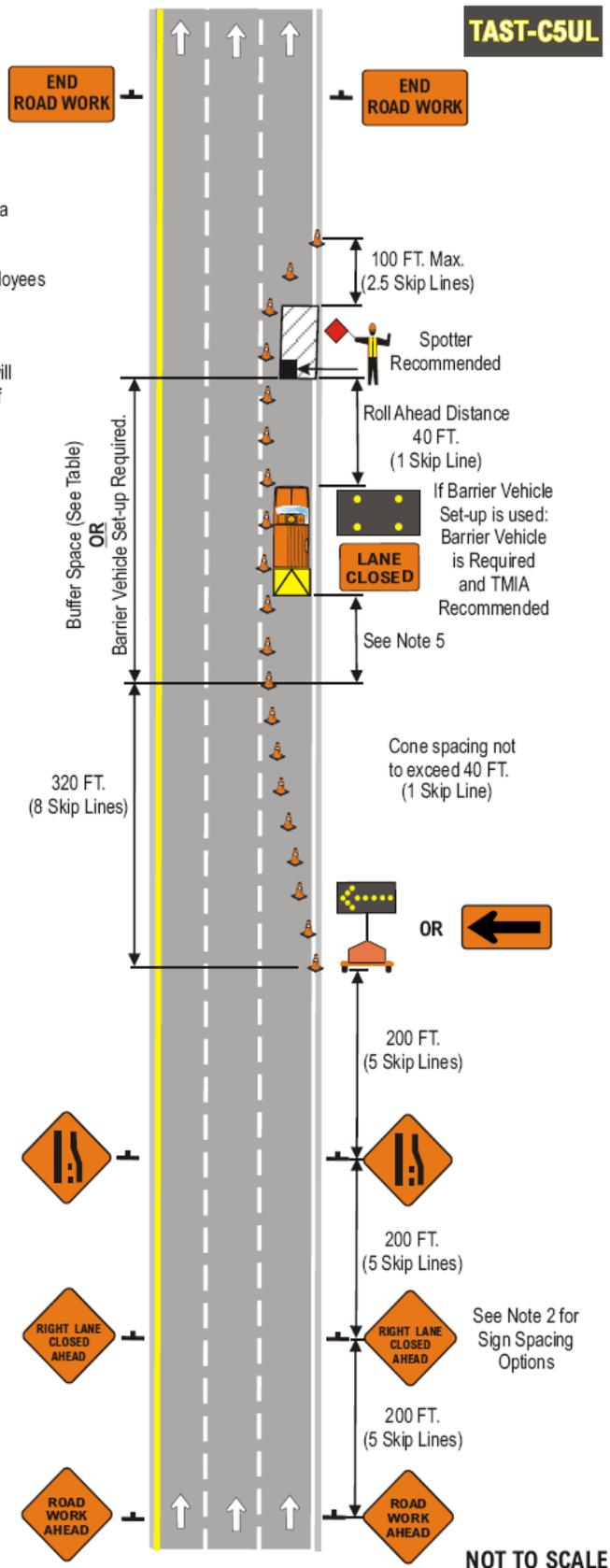
Arrow Panel (Caution Mode)

Barrier Vehicle with TMA **Work Area**

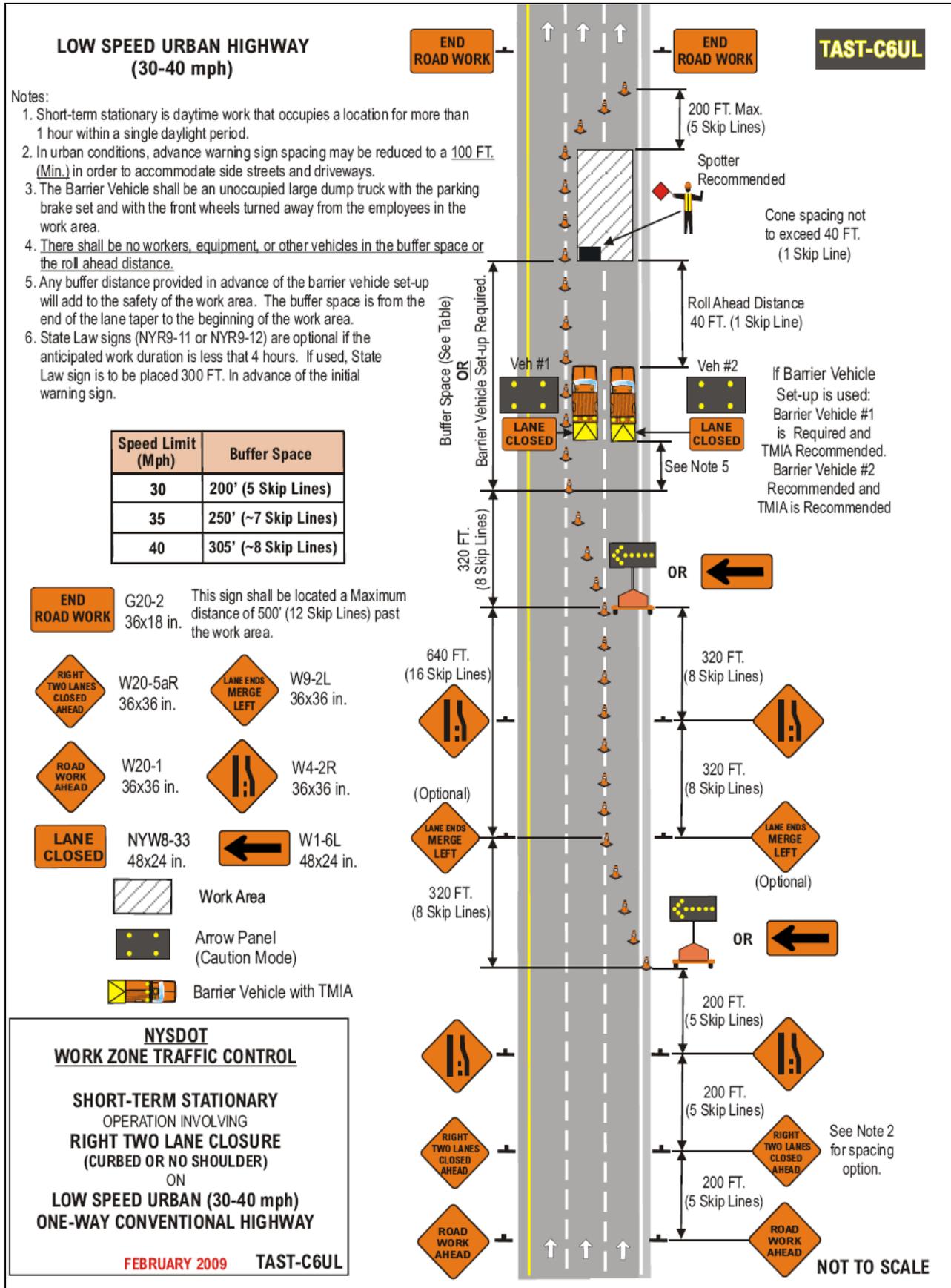
**NYSDOT
WORK ZONE TRAFFIC CONTROL**

**SHORT-TERM STATIONARY
OPERATION INVOLVING
RIGHT LANE CLOSURE
(CURBED OR NO SHOULDER)
ON
LOW SPEED URBAN (30-40 mph)
ONE-WAY CONVENTIONAL HIGHWAY**

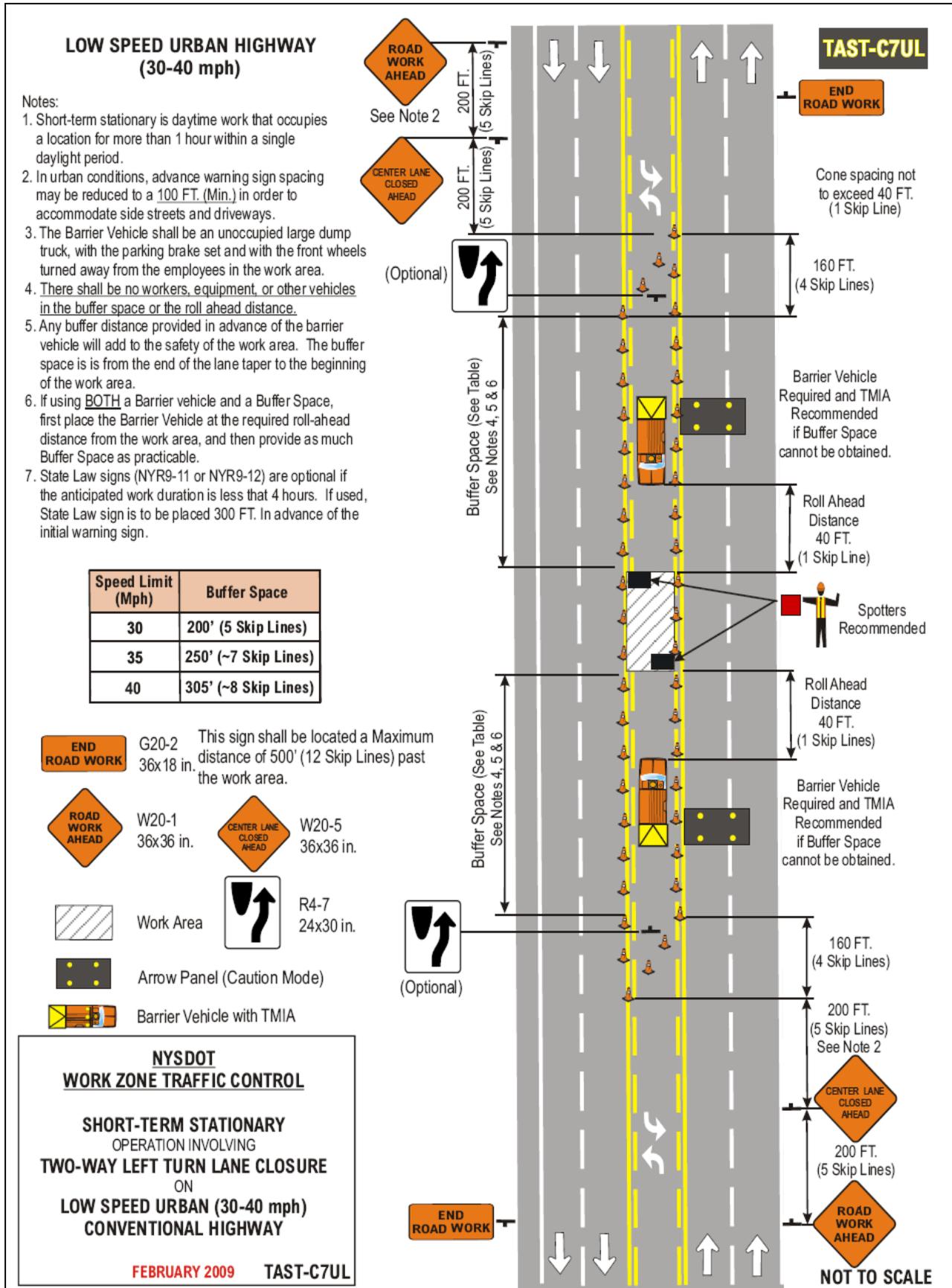
FEBRUARY 2009 TAST-C5UL



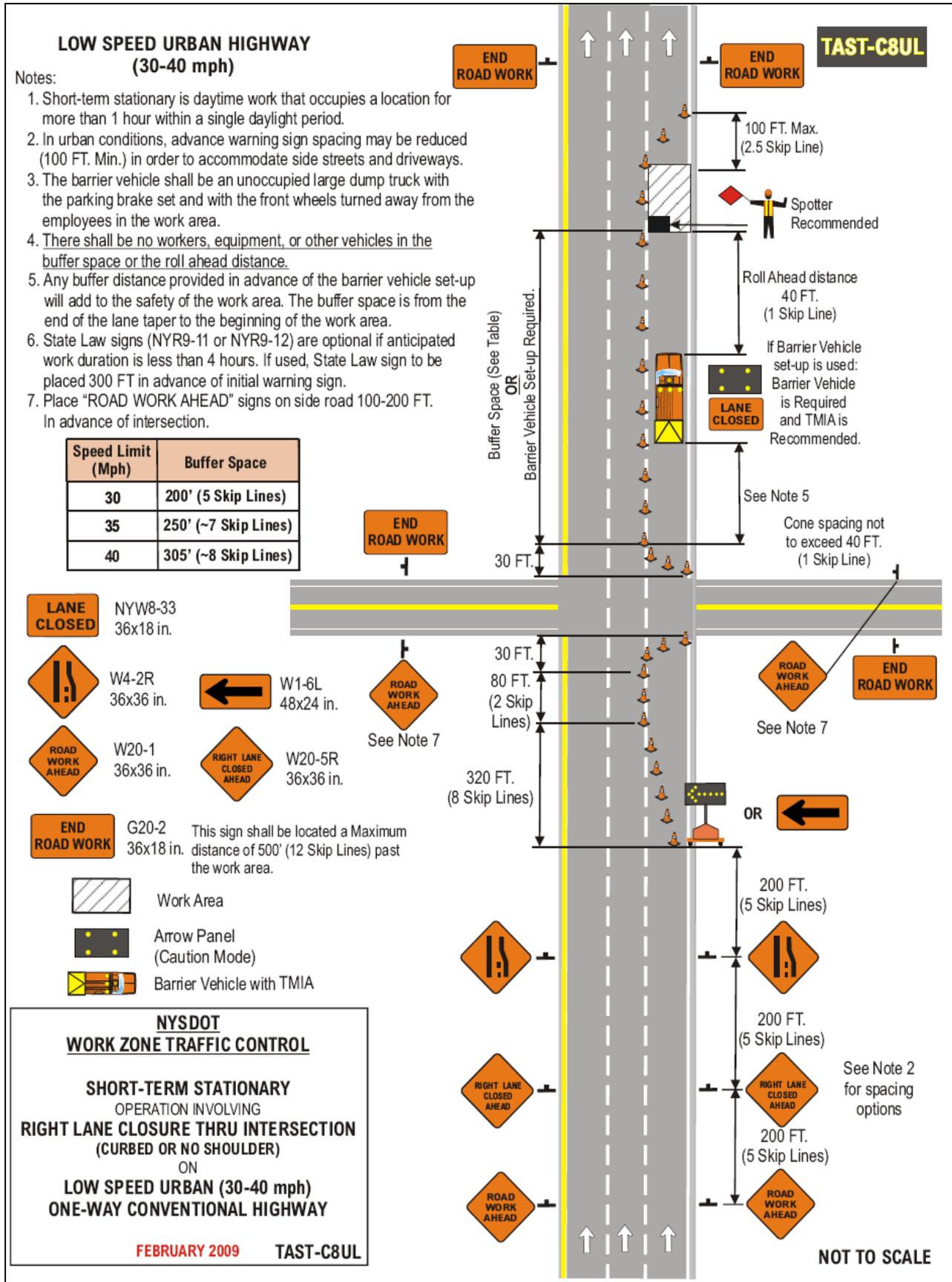
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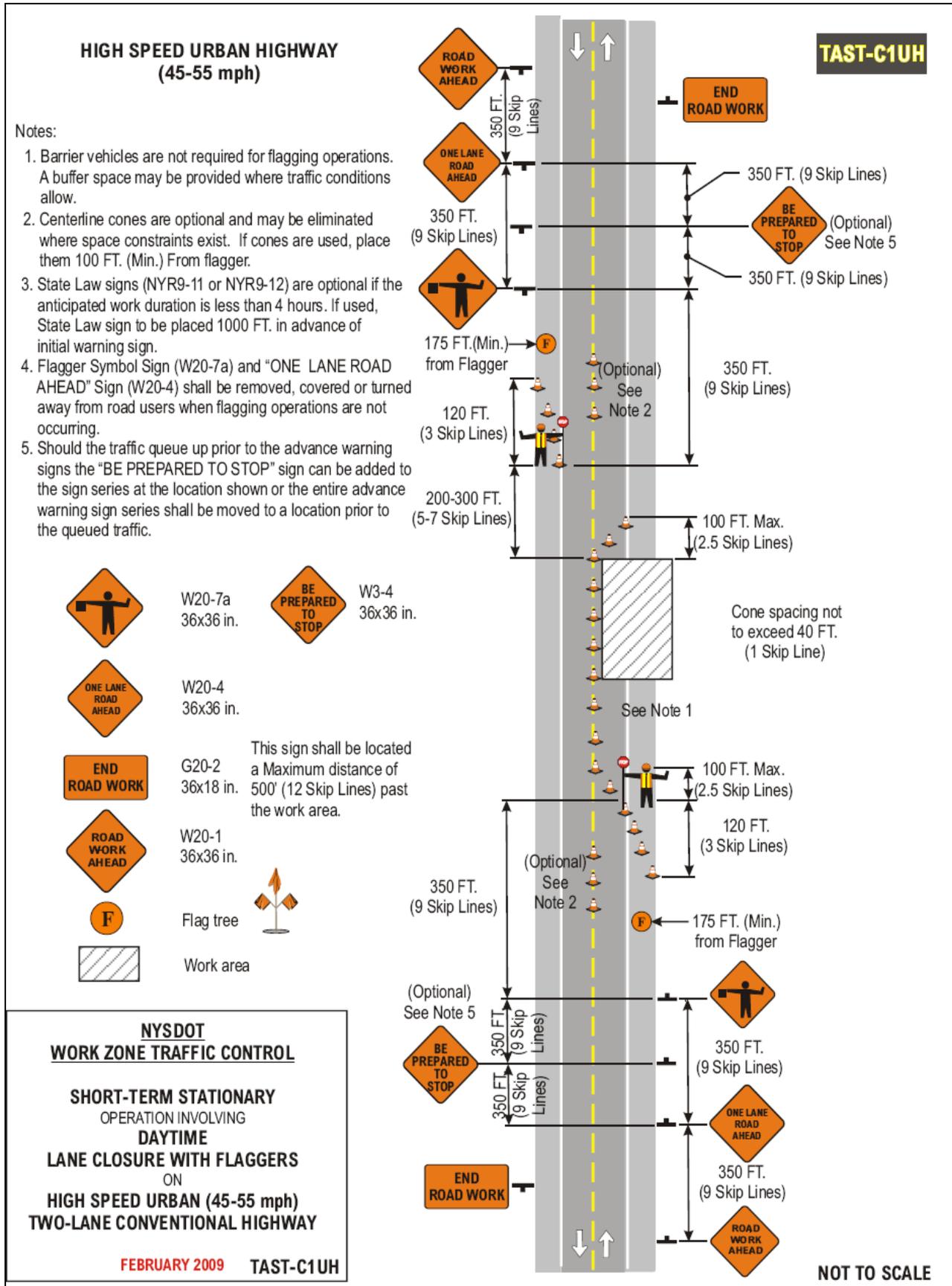
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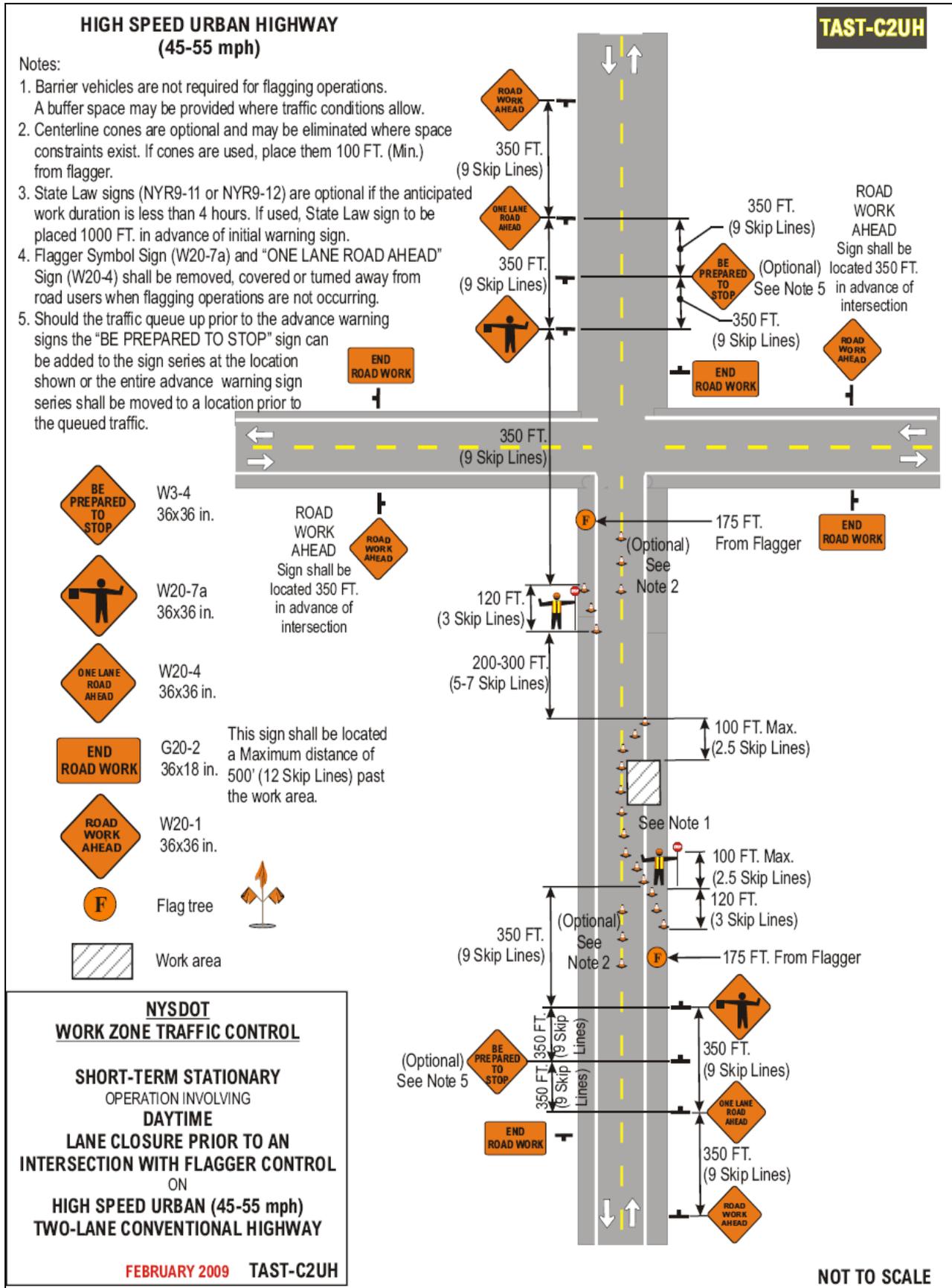
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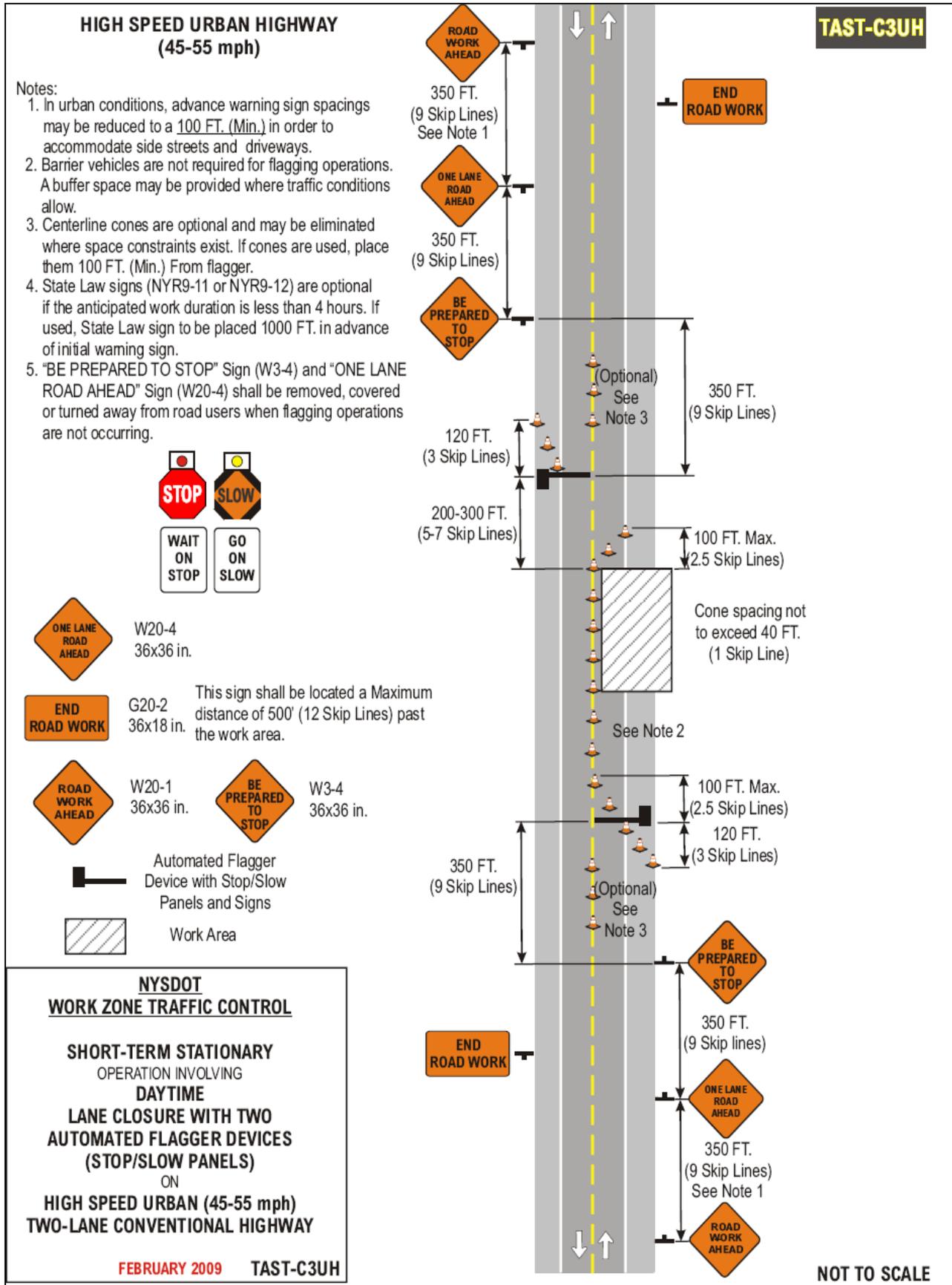
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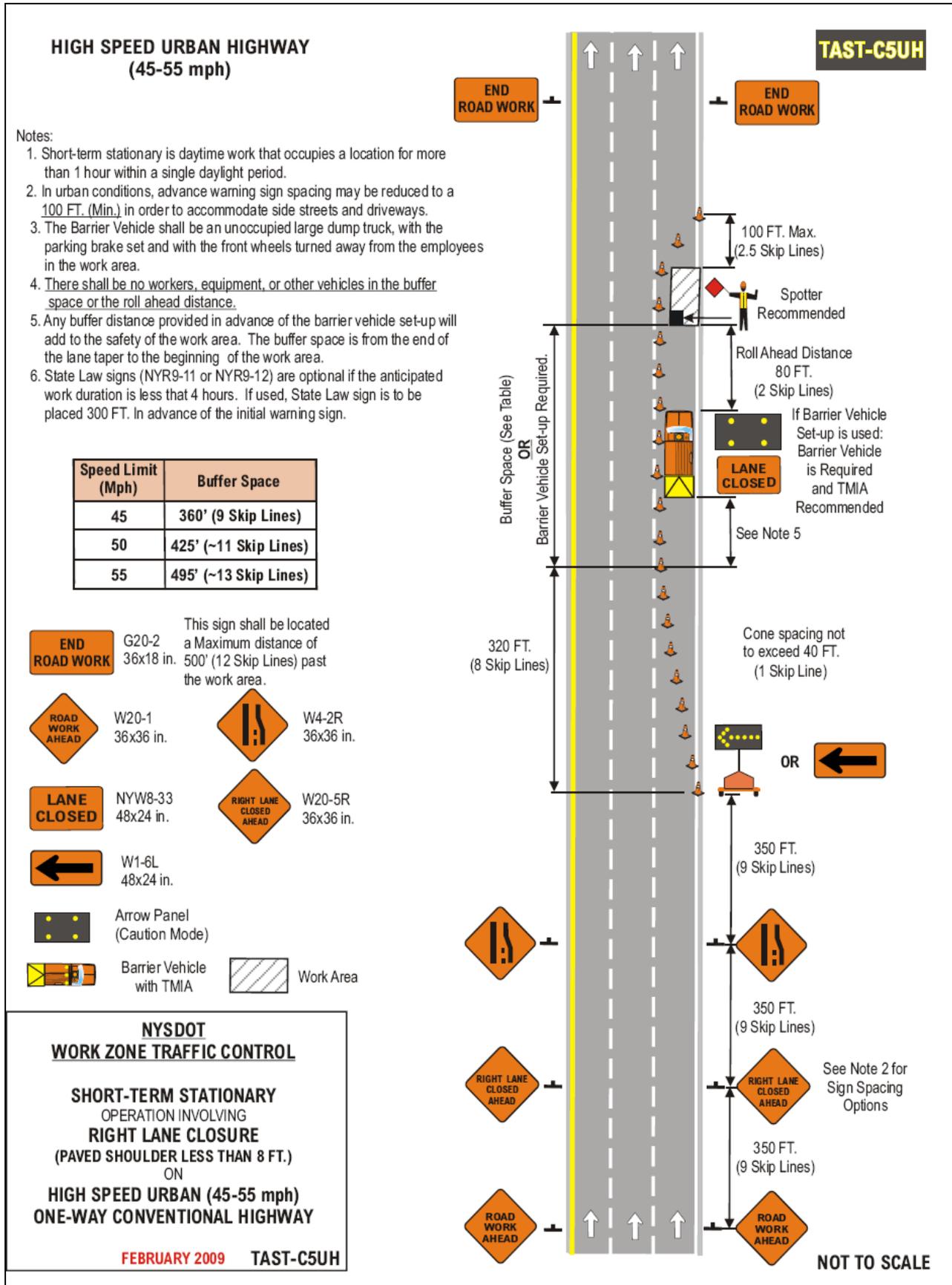
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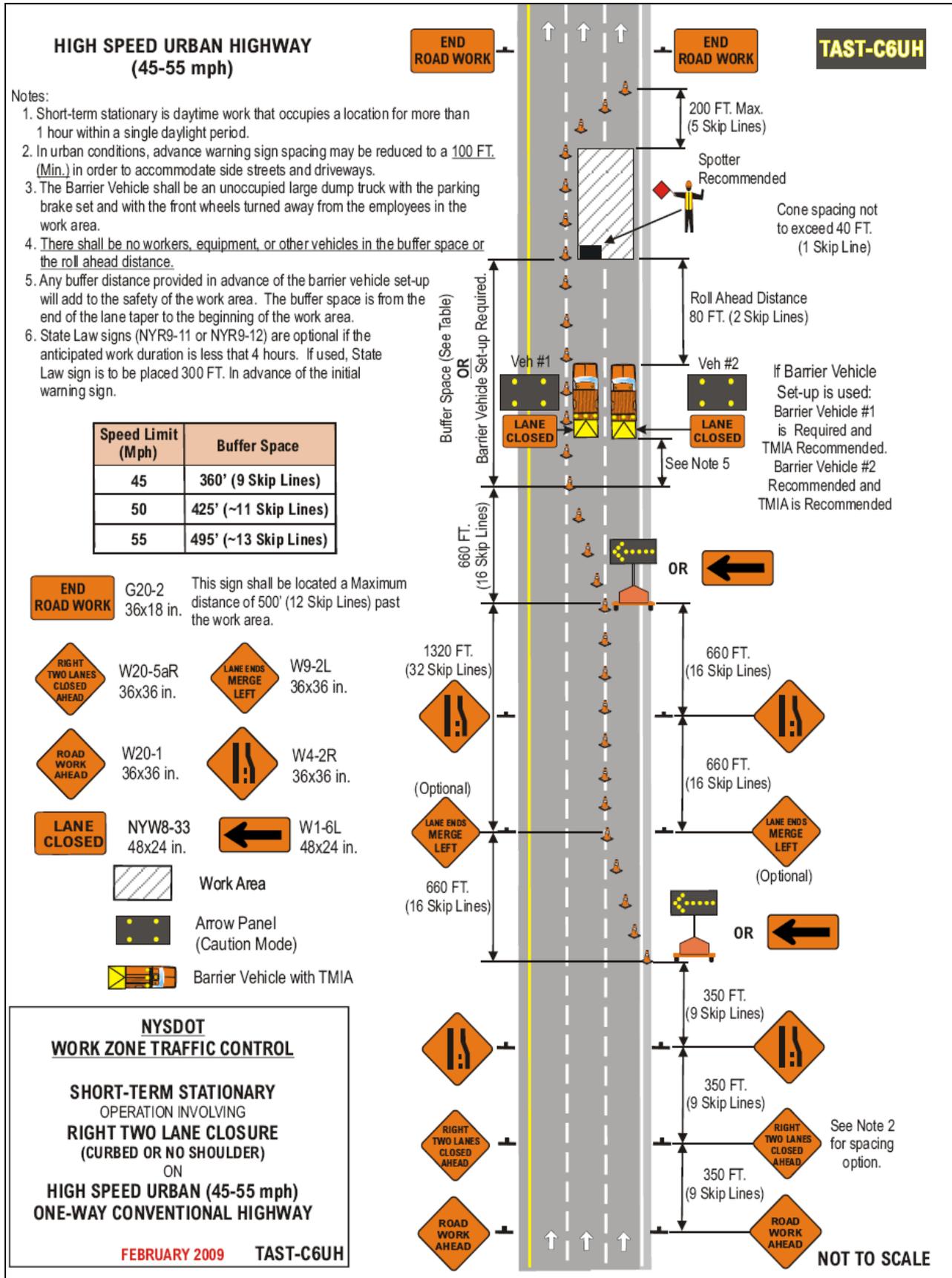
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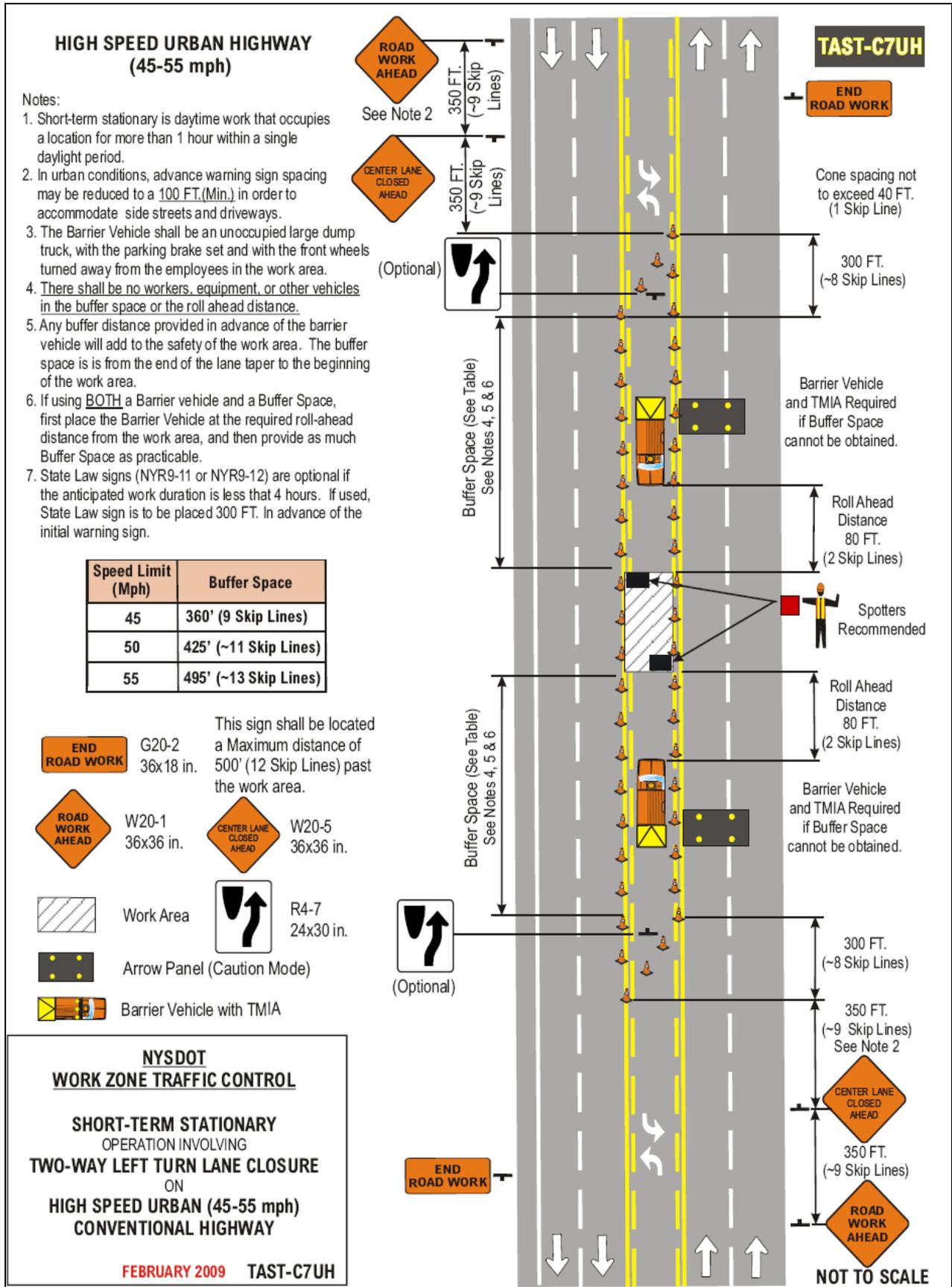
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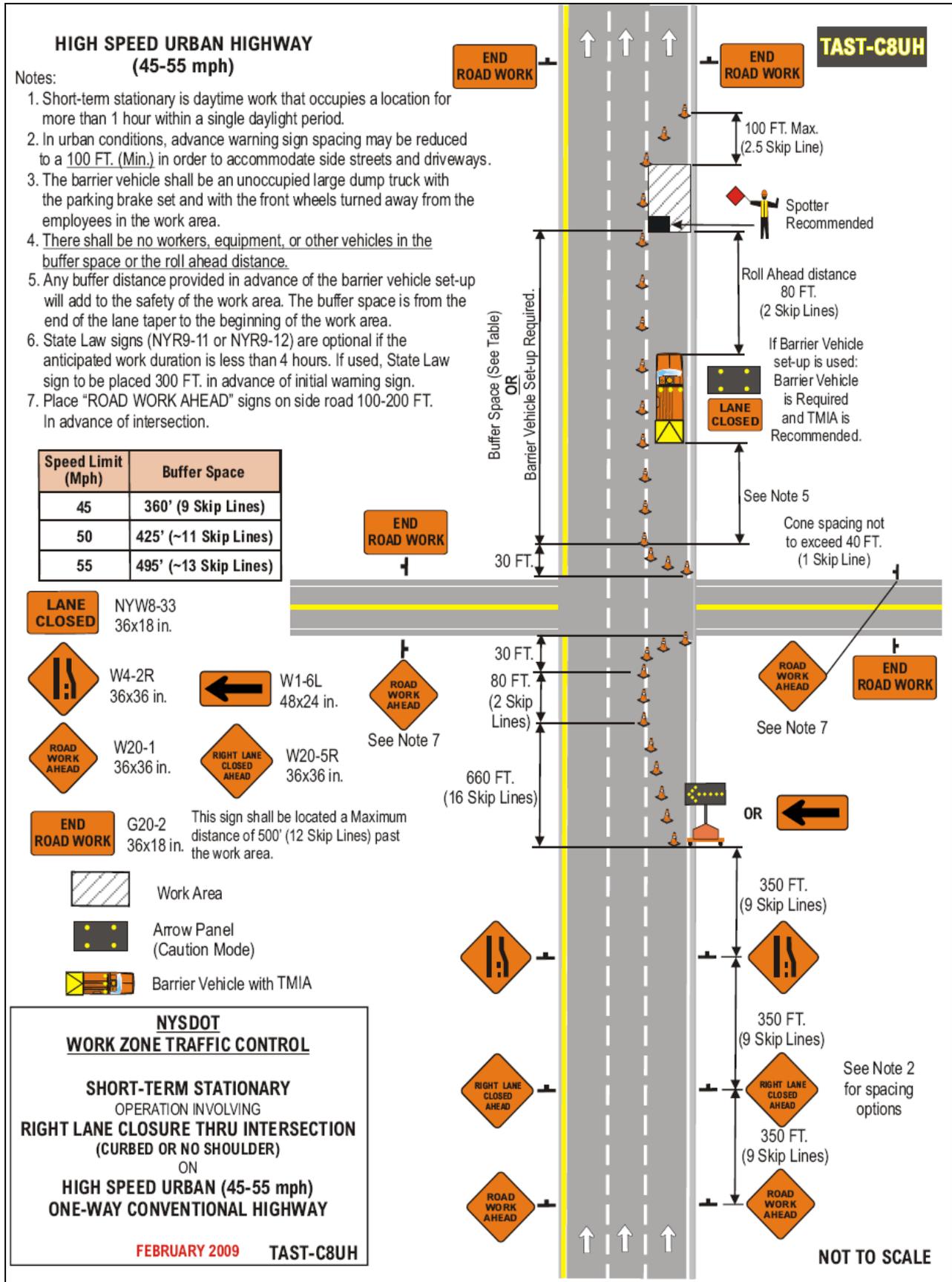
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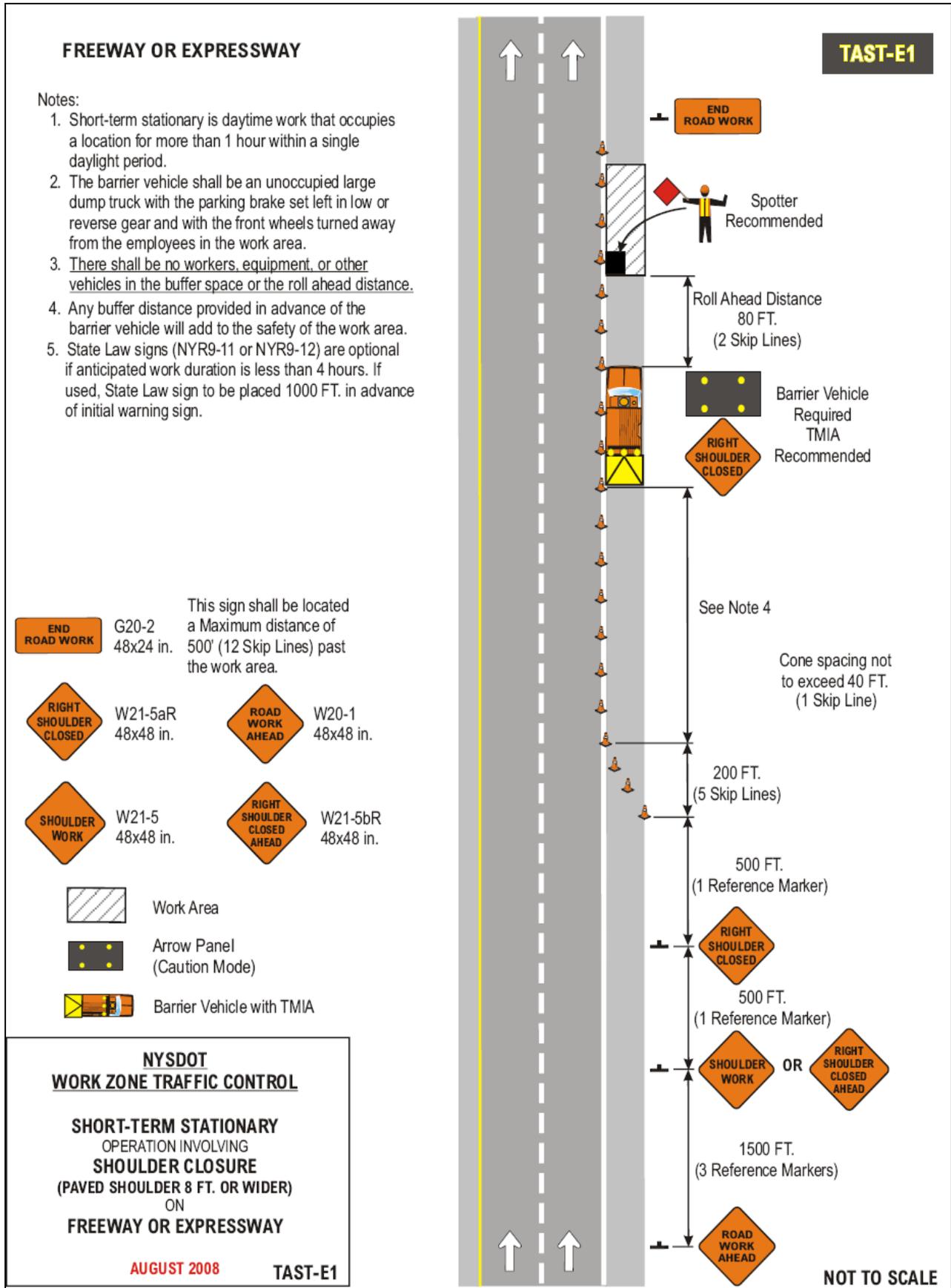
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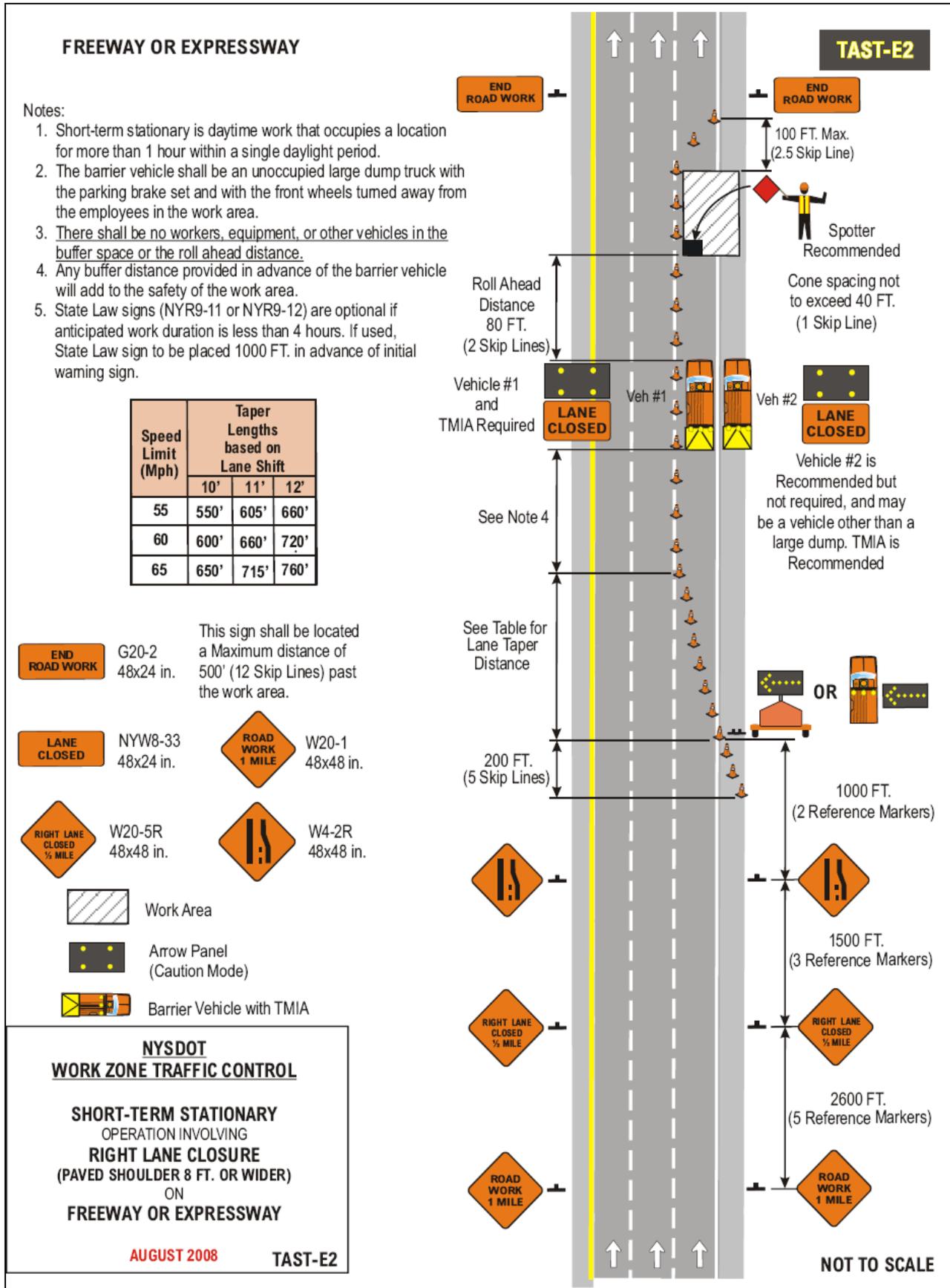
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**FREEWAY OR EXPRESSWAY
PAVED SHOULDER LESS THAN 8 FT.**

Notes:

1. Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.
2. The barrier vehicle shall be an unoccupied large dump truck with the parking brake set and with the front wheels turned away from the employees in the work area.
3. There shall be no workers, equipment, or other vehicles in the buffer space or the roll ahead distance.
4. Any buffer distance provided in advance of the barrier vehicle will add to the safety of the work area.
5. State Law signs (NYR9-11 or NYR9-12) are optional if anticipated work duration is less than 4 hours. If used, State Law sign to be placed 1000 FT. in advance of initial warning sign.

Speed Limit (Mph)	Taper Lengths based on Lane Shift			Shoulder Taper based on 4'-6' Shift
	10'	11'	12'	
55	550'	605'	660'	75'-110'
60	600'	660'	720'	80'-120'
65	650'	715'	760'	90'-130'

END ROAD WORK G20-2
48x24 in.

This sign shall be located a Maximum distance of 500' (12 Skip Lines) past the work area.

LANE CLOSED NYW8-33
48x24 in.

ROAD WORK 1 MILE W20-1
48x48 in.

RIGHT LANE CLOSED 1/2 MILE W20-5R
48x48 in.

RIGHT LANE CLOSED 1/2 MILE W4-2R
48x48 in.

Work Area

Arrow Panel (Caution Mode)

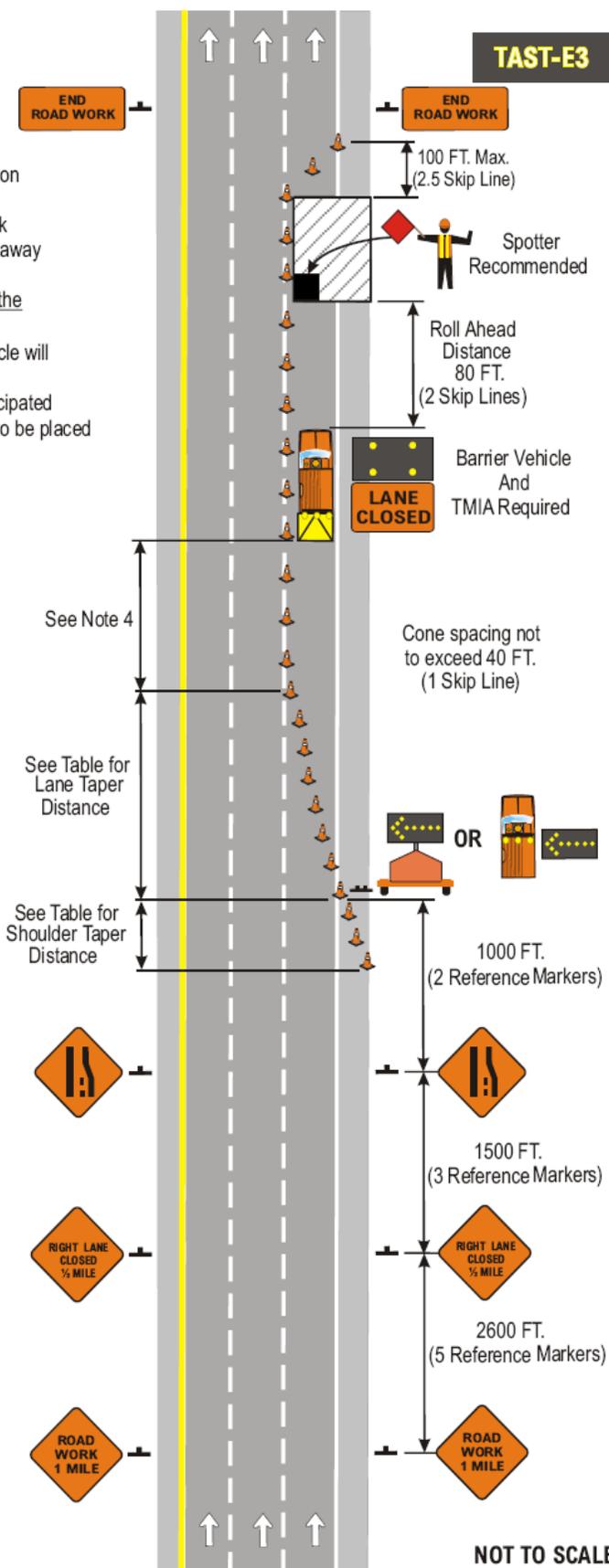
Barrier Vehicle with TMIA

**NYSDOT
WORK ZONE TRAFFIC CONTROL**

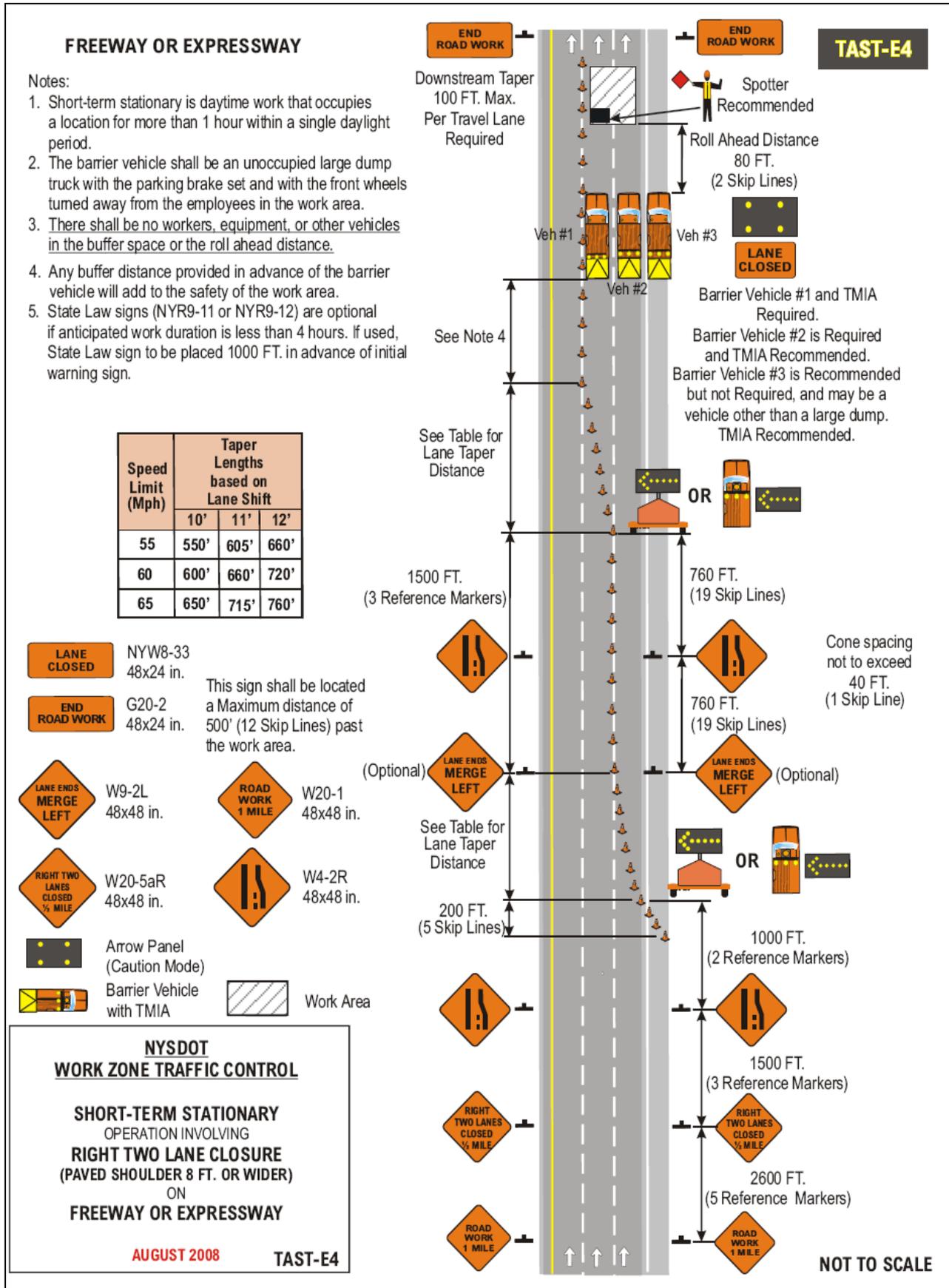
**SHORT-TERM STATIONARY
OPERATION INVOLVING
RIGHT LANE CLOSURE
(PAVED SHOULDER LESS THAN 8 FT.)
ON
FREEWAY OR EXPRESSWAY**

AUGUST 2008

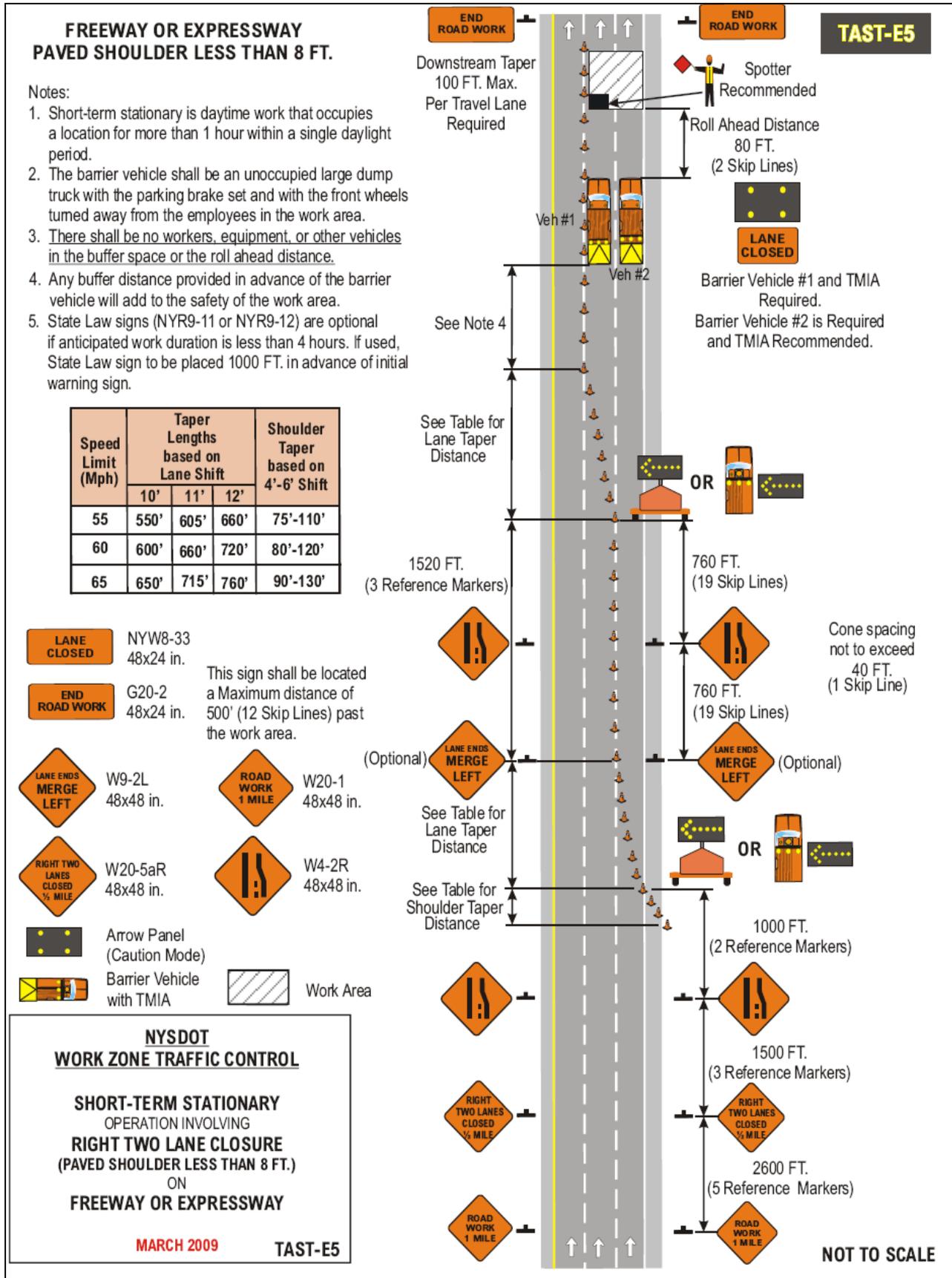
TAST-E3



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(continued)

FREEWAY OR EXPRESSWAY

Notes:

1. Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.
2. The barrier vehicle shall be an unoccupied large dump truck with the parking brake set and with the front wheels turned away from the employees in the work area.
3. There shall be no workers, equipment, or other vehicles in the buffer space or the roll ahead distance.
4. Any buffer distance provided in advance of the barrier vehicle will add to the safety of the work area.
5. State Law signs (NYR9-11 or NYR9-12) are optional if anticipated work duration is less than 4 hours. If used, State Law sign to be placed 1000 FT. in advance of initial warning sign.

Speed Limit (Mph)	Taper Lengths based on Lane Shift			Shoulder Taper based on 4'-6' Shift
	10'	11'	12'	
55	550'	605'	660'	75'-110'
60	600'	660'	720'	80'-120'
65	650'	715'	760'	90'-130'

END ROAD WORK G20-2 48x24 in. This sign shall be located a Maximum distance of 500' (12 Skip Lines) past the work area.

LANE CLOSED NYW8-33 48x24 in. **ROAD WORK 1 MILE** W20-1 48x48 in.

LEFT LANE CLOSED 1/2 MILE W20-5L 48x48 in. **ROAD WORK 1/2 MILE** W4-2L 48x48 in.

 Work Area

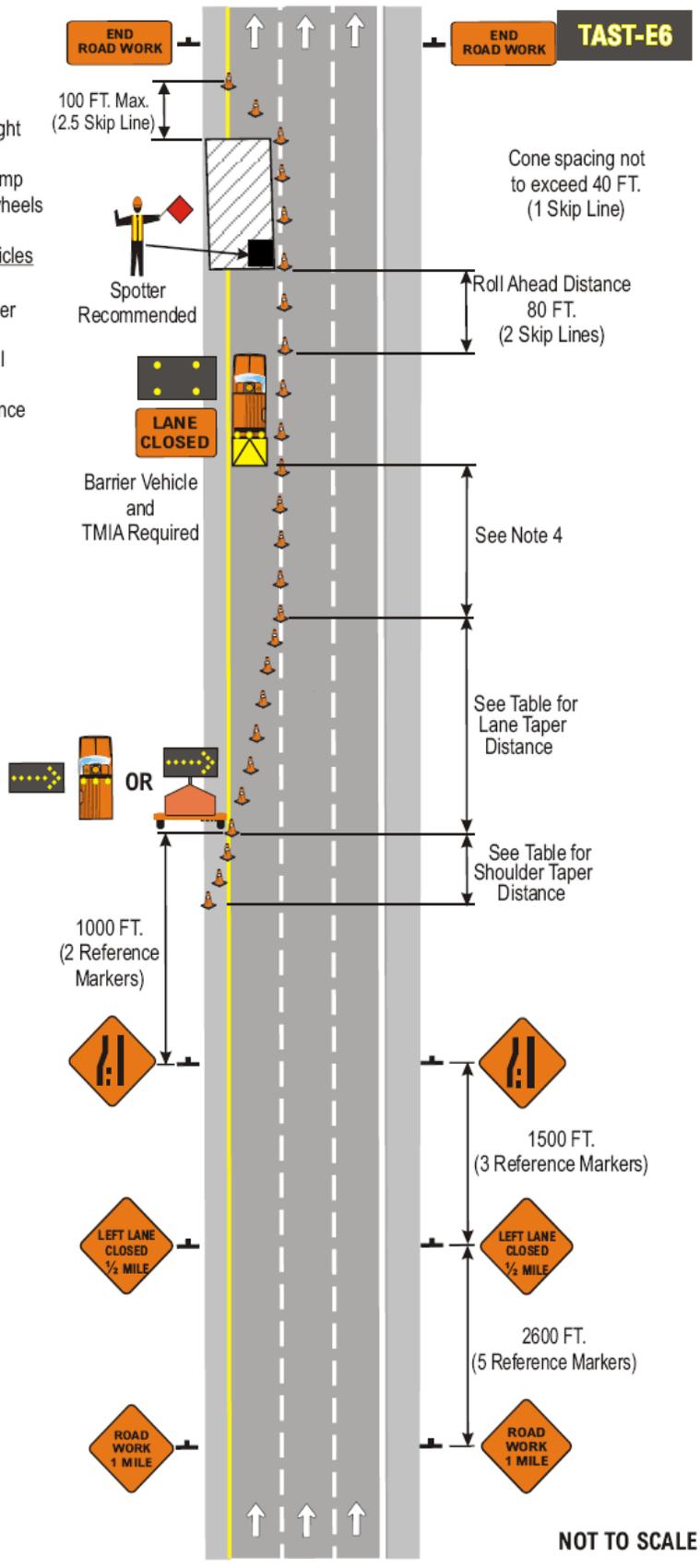
 Arrow Panel (Caution Mode)

 Barrier Vehicle with TMIA

NYSDOT
WORK ZONE TRAFFIC CONTROL

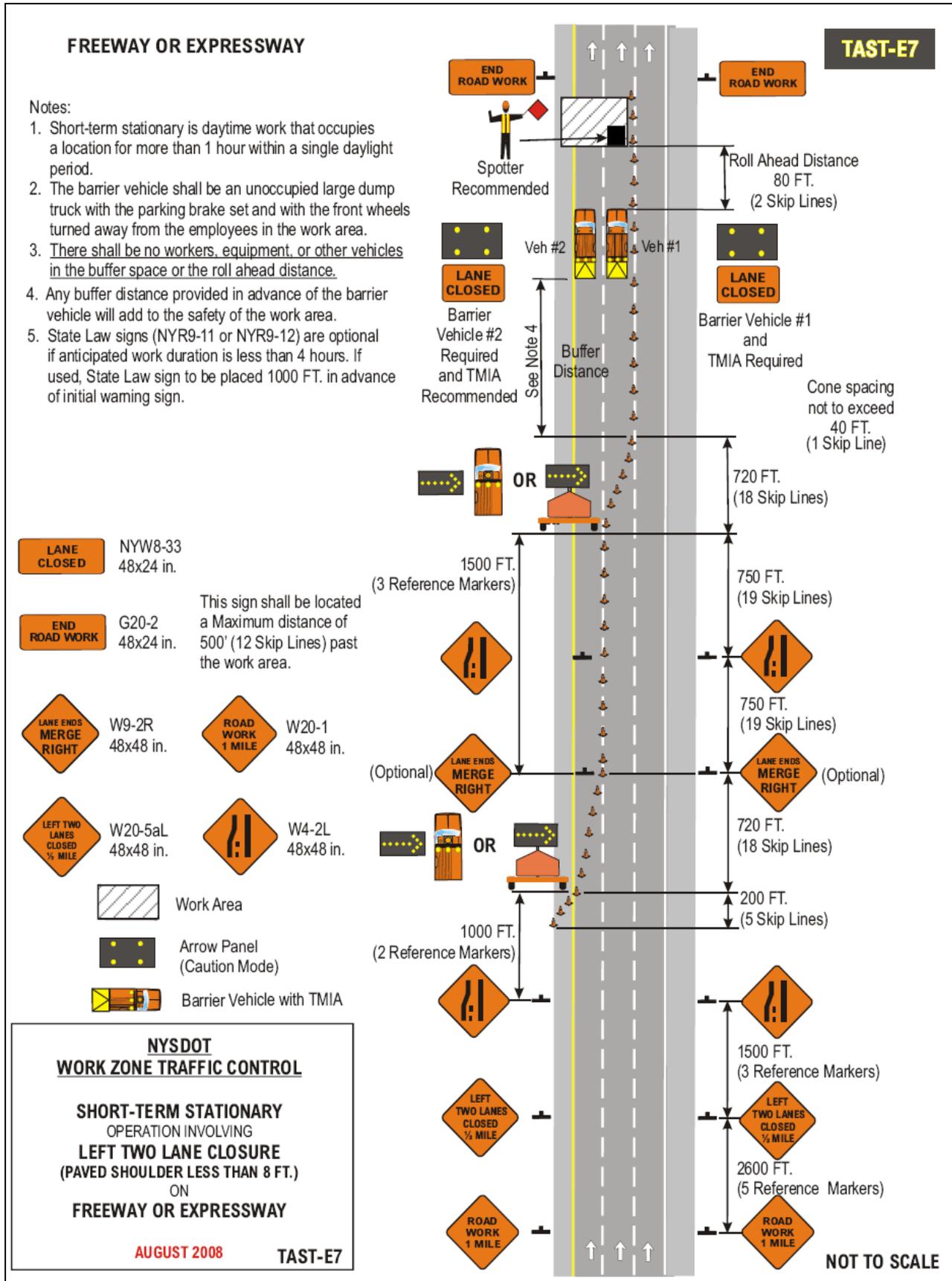
SHORT-TERM STATIONARY
OPERATION INVOLVING
LEFT LANE CLOSURE
(PAVED SHOULDER LESS THAN 8 FT.)
ON
FREEWAY OR EXPRESSWAY

AUGUST 2008 **TAST-E6**



NOT TO SCALE

(continued)



(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	<u>G20-1</u> 36" x 18" (900 mm x 450 mm) for conventional, 48" x 24" (1,200 x 600 mm) for freeways	On main line upstream of project in each direction
END ROAD WORK	<u>G20-2</u> 36" x 18" (900 mm x 450 mm) for conventional, 48" x 24" (1,200 x 600 mm) for freeways	On main line after end of project in each direction
ROAD WORK 500 FT.	<u>W20-1</u> 36" x 36" (900 mm x 900 mm) for conventional , 48" x 48" (1,200 x 1,200 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	<u>R4-1G</u> 24" x 30" (600 x 750 mm) for conventional	Spaced every 1,000 feet along project in each direction (if centerline tracks are used instead of temporary pavement markings)
NO CENTER STRIPE	<u>W8-12</u> 36" x 36" (900 mm x 900 mm) for 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	<u>W8-9</u> 30" x 30" (750 x 750 mm) for conventional, 48" x 48" (1,200 x 1,200 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	<u>NYW4-5</u> 30" x 30" (750 x 750 mm) for conventional, 48" x 48" (1,200 x 1,200 mm) 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.

The State is responsible for the final pavement markings. If the Contractor chooses to install NO CENTER STRIPE and DO NOT PASS signs and centerline tracks instead of Temporary Pavement Markings, the signs shall be left in place for a minimum of 3 calendar days after the project has been completed or until the state has completed installing the final pavement markings, whichever comes first.

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.

HOT MIX ASPHALT OVERLAY SPLICE (REBATE):

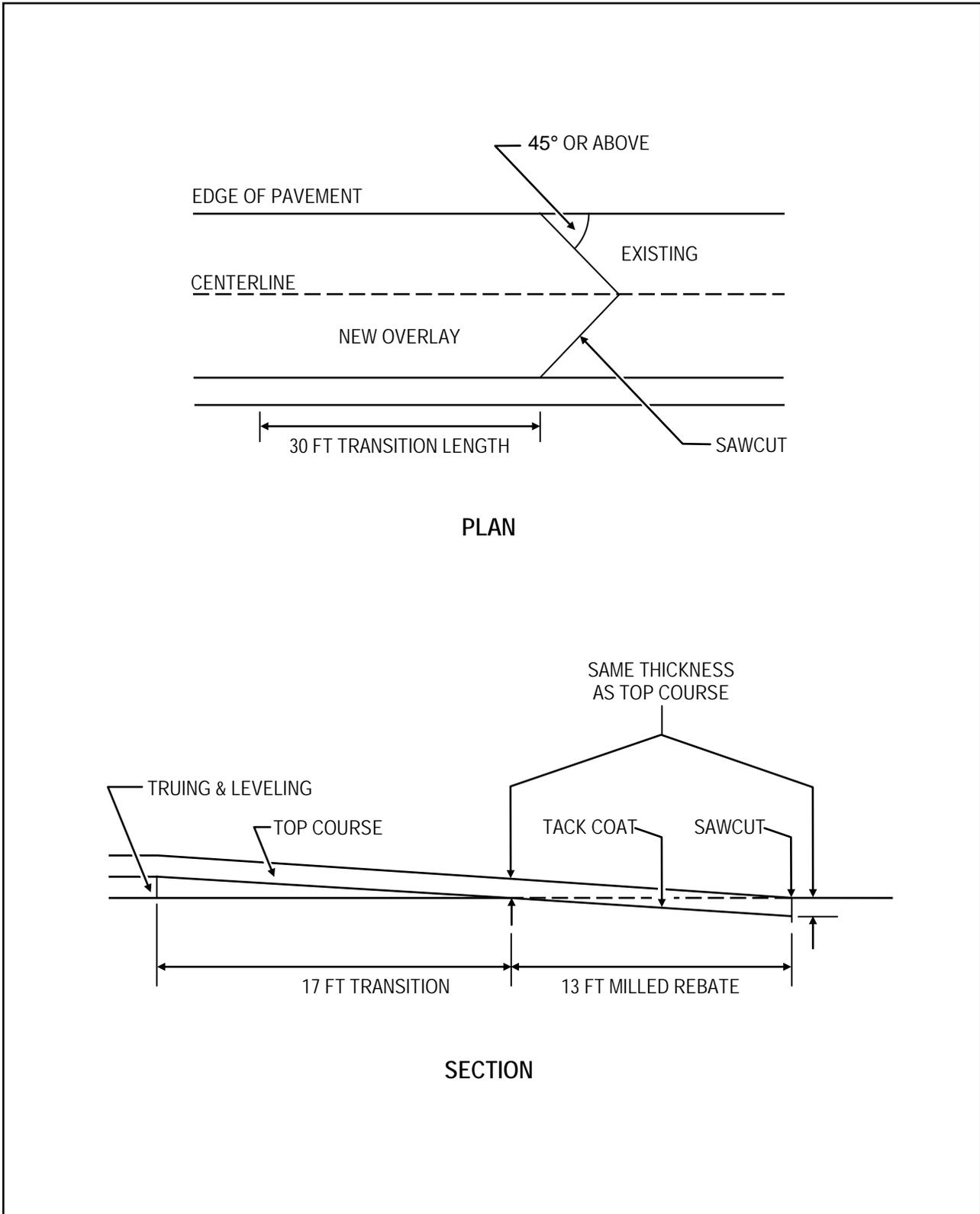
The Contractor shall install hot mix asphalt overlay splices (pavement terminations) as per the Detail of Hot Mix Asphalt Overlay Splice. Hot mix asphalt overlay splices shall be installed at the areas indicated in the Location Table for Hot Mix Asphalt Overlay Splices. The cost for sawcutting, milling rebates and cleaning pavement in the splice area is 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 is 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 is 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.

For additional details on Flagger Station Enhanced Setups, see Work Zone Traffic Control drawings in this Contract Award Notification.

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 402.058902 or 402.098902. 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 0.4 inches \pm 0.1 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.

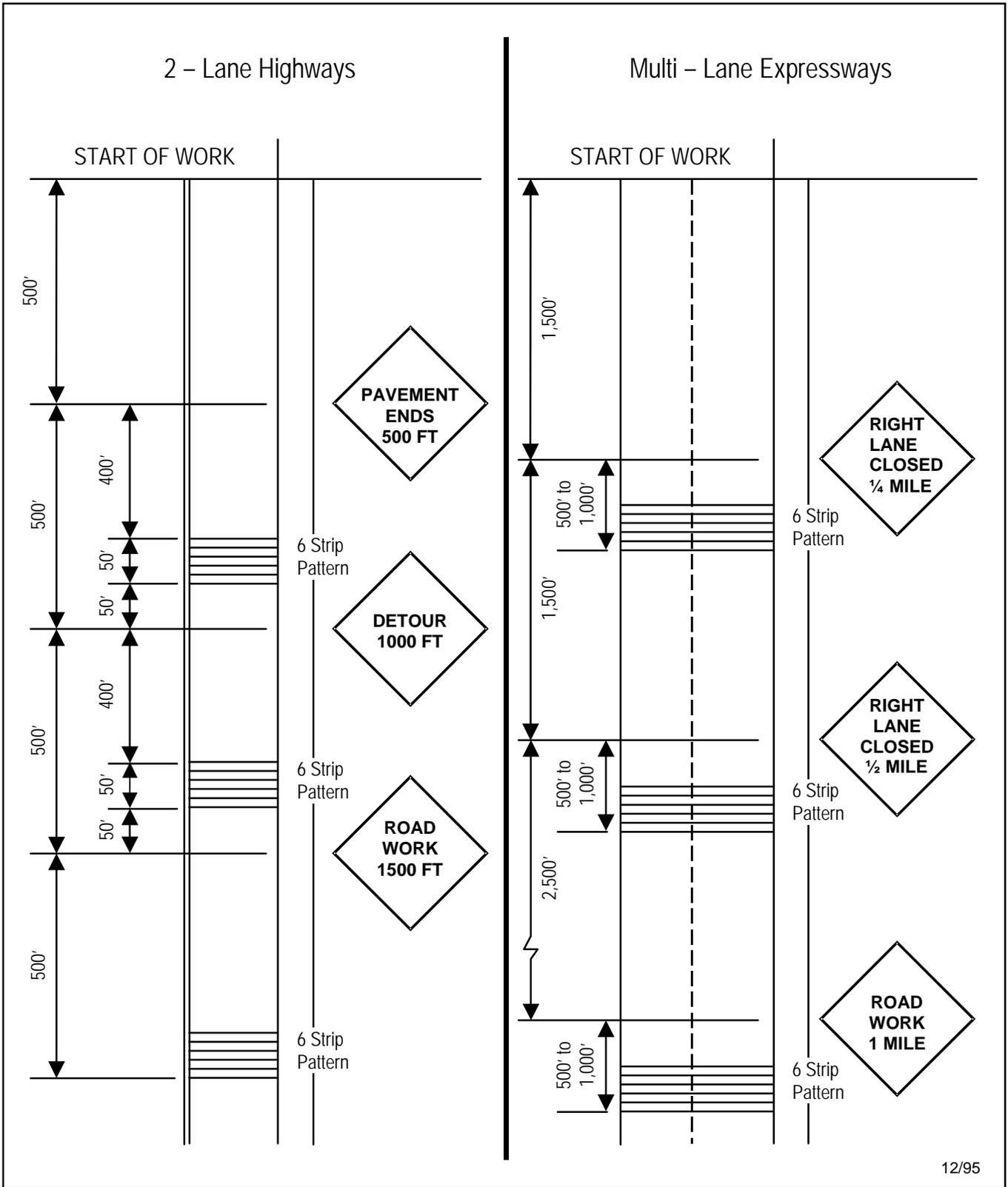
When directed by the Engineer, (e.g. prior to the start of the winter plowing season), or prior to the placement of successive pavement courses, the Contractor shall completely remove the rumble strips from the pavement. Rumble strips shall be removed upon completion of work and concurrently with the 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 is included in the price per ton. No separate payment shall be made.

(continued)

Suggested Layout Details -- Temporary Rumble Strips



REGION 5 SPECIAL NOTES:

SPECIAL NOTE
CONTRACT 5V0945 & 5V1042, SNI, Cattaraugus Territory Roads
(100 PERCENT STATE-FUNDED MAINTENANCE CONTRACT)
COMPLIANCE WITH APPLICABLE LAWS
INCLUDING SENECA NATION OF INDIANS
TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)

NYS DOT expects the Contractor to comply with all applicable federal, state, municipal, and Seneca Nation of Indians statutes, ordinances, regulations, and other legal requirements that apply to the performance of the work involved in the performance of this 100 percent state-funded maintenance contract. Seneca Nation legal requirements apply because this project is located within the boundaries of Seneca Nation territory, and the Seneca Nation has certain sovereign powers within Seneca Nation territories recognized by treaty with the United States.

The contractor is advised that applicable Seneca Nation requirements enacted and administered directly by the Seneca Nation include Tribal Employment Rights Ordinance (TERO) requirements including administrative fees (see below) and subcontracting, workforce hiring and scrap materials; and Seneca Nation environmental permitting requirements. There will be no separate pay items in this contract for compliance with such requirements. The contractor is expected to include the cost for compliance with such requirements in the bid price for the various items in the contract. The contractor is further advised that, while TERO requirements are Seneca Nation legal requirements rather than State legal requirements, any failure to comply with such requirements might affect adversely not only the contractor's continued ability to perform the work of the project, but also the State's ongoing working relationship with the Seneca Nation on this and other projects; and accordingly might raise issues requiring review, on a case by case basis, of the contractor's responsibility to receive the award of future competitively-bid state contracts.

The Council (Legislature) of the Seneca Nation of Indians enacted a Tribal Employment Rights Ordinance (TERO) on June 23, 1993, and most recently amended such TERO ordinance on March 30, 2005. The Contractor is responsible for obtaining a copy of the TERO ordinance from the Seneca Nation, and reviewing, understanding, and complying with it. The purpose of the TERO ordinance, as expressed by the Seneca Nation, is to guarantee a rightful share of business, employment, training, promotion and economic opportunities to qualified Indian-owned business and Indian workers for projects within the Nation's territories.

The Seneca Nation's TERO ordinance requires, among other things, that:

- Every covered employer (i.e. the Contractor) with a prime contract of \$50,000 or more shall pay directly to the Nation a one-time administrative **fee of 3 percent of the total amount of the contract**. The payment of such fee, payable to the Seneca Nation of Indians Treasurer, shall be required prior to commencing work.
- All persons and entities (i.e. the Contractor) performing work or business within the Seneca Nation's territories must apply a preference for qualified Indians in subcontracting and in employment.
- Covered employers (i.e. the Contractor) may be required to deliver scrap steel or other scrap materials from the project to the Seneca Nation for salvage.
- The Seneca Nation may also require the issuance of a Seneca Nation Waterways Permit for any projects involving work within or over waterways, and may impose additional environmental and/or construction monitoring fees in connection with such permits.

The Seneca Nation expects the Contractor to negotiate a TERO Compliance Plan addressing such TERO requirements for the project prior to the commencement of any work within the Seneca Nation's territory.

FOR ADDITIONAL INFORMATION CONTACT THE SENECA NATION TERO OFFICE
AT EITHER OF THE FOLLOWING ADDRESSES:

Allegany Territory

Seneca Nation TERO Office
P.O. Box 231
Salamanca, NY 14779
Telephone: (716) 945-1790, ext. 3039
Fax: (716) 945-1565

Cattaraugus Territory

Seneca Nation TERO Office
12885 Route 438
Irving, NY 14081
Telephone: (716) 532-1033, ext. 5413
Fax: (716) 532-6178

(continued)

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>
5V1042	402.097302	<3.0 Mil	9.5	PG 64-22
5V0945	402.098302	<0.3 Mil	9.5	PG 64.22

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. 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>Number 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>Lanes</u>
5V1042	402.097302	1.5	22	11	4	2
5V0945	402.098302	1.5	20	10	2	2

REBATES:

<u>Project Number</u>	<u>Rebate Location</u>	<u>Rebate Width (ft.)</u>
5V1042	BRANT ROAD	30
	US 20	30
5V0945	RTE 438	32
	RESERVATION LINE	24

(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, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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