



Contract Award Notification

Title	: Group 31503 Bituminous Concrete - Hot Mix Asphalt - VPP (2015 NYSDOT Specific Projects) (Federal & State Funds) NYS Contract Reporter Category/Classification: Construction, Horizontal - Highways & Roadways; Maintenance, repair & new construction Classification Code(s):30
Award Number	: <u>22921</u>
Contract Period	: June 22, 2015 Through December 31, 2015 Note: Contract Period for PC66927 and PC66933 (only) is June 23, 2015 Through December 31, 2015
Bid Opening Date	: February 26, 2015
Date of Issue	: June 25, 2015
Specification Reference	: SPEC-932 dated September 8, 2014 and as amended in the Invitation For Bids and the Purchasing Memorandums dated February 19, 2015 and February 23, 2015
Contractor Information	: Appears on Page 6 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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**Procurement Services 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. Once the material cools, it becomes a hard durable material. Bituminous concrete is used for preventive maintenance activities which ensure that highways and bridges meet or exceed their optimum useful life

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SECTION 1: INTRODUCTION

1.1 Contractor Information

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT.#</u> <u>NYS VENDOR#</u>
PC66927	A. COLARUSSO & SON INC. 91 Newman Rd. Hudson, NY 12534	Phone #: (518) 828-3218 Contact: David J. LaSpada Fax #: (518) 828-0546 E-mail: davel@acolarusso.com Web Site: www.acolarusso.com Toll-Free #: n/a	14-1424400 1000006693
PC66928 SB	AMHERST PAVING INC. 330 Meyer Rd. Amherst, New York 14226	Phone #: (716) 834-4961 Contact: Glen Willis Fax #: (716) 838-6016 E-mail: glen.amherstpaving@verizon.net Web Site: n/a Toll-Free #: n/a	16-1143301 1000015435
PC66929	BARRETT PAVING MATERIALS INC. 26572 NYS Route 37 Watertown, NY 13601	Phone #: (315) 788-2037 Contact: Patrick J. Dewey Fax #: (315) 786-0748 E-mail: pdewey@barrettpaving.com Web Site: www.barrettindustriescorp.com Toll-Free #: n/a	13-3003901 1000038867
PC66930 SB	BOTHAR CONSTRUCTION, LLC 170 East Service Road Binghamton,, New York 13901	Phone #: (607) 723-5012 Contact: James E.O'Brien Jr. Fax #: (607) 723-4982 E-mail: jimjr@botharconst.com Web Site: www.botharconst.com Toll-Free #: n/a	16-1570429 1000008391
PC66931	CALLANAN INDUSTRIES, INC. 1245 Kings Road PO Box 15097 Schenectady, NY 12303	Phone #: (518) 374-2222 Contact: Kara Guerin Fax #: (518) 381-6779 E-mail: kguerin@callanan.com Web Site: www.callanan.com Toll-Free #: n/a	14-1539261 1000027416
PC66932	COBLESKILL STONE PRODUCTS, INC. P.O. Box 220 Cobleskill, NY 12043	(518) 234-0221 Contact: Shane J. Strong Fax #: (518) 234-0226 E-mail: csp.shane@yahoo.com Web Site: n/a Toll-Free #: n/a	14-1646795 1000006949

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT.# NYS VENDOR#</u>
PC66933 SB	D&H EXCAVATING 11939 Route 98 South Arcade, NY 14009	Phone #: (716) 492-4956 Contact: Bill Janik Fax #: (716) 492-4951 E-mail: bill@dhexc.com Web Site: www.dh-excavating.com Toll-Free #: n/a	16-1459606 1000049326
PC66934 SB	DALRYMPLE GRAVEL & CONTRACTING CO., INC. 2105 South Broadway Pine City , New York 14871	Phone #: (607) 737-6200 Contact: Jeanne Buckbee Fax #: (607) 767-0841 E-mail: jbuckbee@dalholding.com Web Site: n/a Toll-Free #: n/a	16-0399910 1000007432
PC66935	DOLOMITE PRODUCTS COMPANY, INC. D/B/A A.L. BLADES, ULSTER PAVING COMPANY 7610 County Route 65 Hornell, NY 14843	(607) 324-3636 Jonathan Cook Fax #: (607) 324-0998 E-mail: jcook@dolomitegroup.com Web Site: Toll-Free #: n/a	16-0410930 1000007433
PC66936	ELQ INDUSTRIES, INC 567 Fifth Ave New Rochelle, NY 10801	Phone #: (914) 654-1040 Contact: Robert Etre Fax #: (914) 654-1307 E-mail: rdavidson@elqindustries.com Web Site: www.etreelq.com Toll-Free #: n/a	13-1994798 1000052334
PC66937	HANSON AGGREGATES NEW YORK LLC P.O. Box 513 4800 Jamesville Road Jamesville, NY 13078	Phone #: (315) 469-5501 Bill Thomas Fax #: (315) 469-5587 E-mail: bill.thomas@Hanson.com Web Site: www.LehighHanson.com Toll-Free #: 800-295-9991	16-0928494 1000028456
PC66938	KEELER CONSTRUCTION CO., INC. 13519 West Lee Road Albion, NY 14411	Phone #: (585) 589-4481 Contact: Rachael Spearance Fax #: n/a E-mail: Rachael@keelerconstruction.com Web Site: n/a Toll-Free #: n/a	16-0844121 1000039538
PC66939	LUCK BROTHERS INC. 73 Trade Road Plattsburgh, NY 12901	Phone #: (518) 561-4321 Contact: Theodore Luck Fax #: (518) 561-8462 E-mail: tluck@luckbros.com Web Site: www.luckbros.com Toll-Free #: n/a	14-1509121 1000001650

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT.#</u> <u>NYS VENDOR#</u>
PC66940 SB	PECKHAM ROAD CORPORATION 375 Bay Road, Suite 100 Queensbury, New York 12804	Phone #: (518) 792-3157 Contact: Mark Petramale Fax #: (518) 792-3138 E-mail: mpetr@peckham.com Web Site: www.peckham.com Toll-Free #: n/a	13-3493213 1000006385
PC66941	RICCELLI ENTERPRISES, INC. PO Box 6418 Syracuse, NY 13217	Phone #: (315) 433-5115 Contact: Richard J Riccelli Fax #: (315) 433-1920 E-mail: richr@riccellienterprises.com Web Site: www.riccellienterprises.com Toll-Free #: n/a	16-1404955 1000035127
PC66942	RIFENBURG CONSTRUCTION, INC. 159 Brick Church Road Troy, NY 12180	Phone #: (518) 279-3265 Contact: Tim Casey Fax #: (315) 279-4260 E-mail: tcasey@rifenburg.com Web Site: www.rifenburg.com Toll-Free #: (800) 964-3265	14-1432796 1000006698
PC66943	SUIT-KOTE CORPORATION 1911 Lorings Crossing Rd Cortland, New York 13045	Phone #: (315) 238-7053 Contact: Mike Murphy Fax #: (315) 238-7110 E-mail: mmurphy@suit-kote.com Web Site: www.suit-kote.com Toll-Free #: (800) 622-5636	16-1177189 1000007846

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 NEW YORK STATE PROCUREMENT 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.

1.2 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.

1.3 Recycled, Remanufactured and Energy Efficient Products

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

1.4 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).

1.5 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.

SECTION 2: PRICE PAGES

2.1 List of OGS Items and Awardees

Please refer to the price pages' link published at the webpage for this contract at the OGS – Procurement Services website:
<http://www.ogs.ny.gov/purchase/spg/awards/3155522921Can.htm>

SECTION 3: PREVAILING WAGE RATES

3.1 Prevailing Wage Rates – State and Federally Funded Public Works 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.

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.

The applicable Prevailing Wage Rate Schedule for this project is **PRC # 2014011721**

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&id=723460>

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 Charts are located on the web at <http://www.wdol.gov/dba.aspx> .

(continues next page)

Referring to the following tables, enter the applicable WD# in the “Select DBA by number” field on the web page and click “Search”.

COUNTY	WD #	COUNTY	WD #	COUNTY	WD #
Albany	HWY-NY2	Herkimer	HWY-NY31	Richmond	HWY-NY3
Allegany	HWY-NY47	Jefferson	HWY-NY9	Rockland	HWY-NY20
Bronx	HWY-NY3	Kings	HWY-NY3	Saratoga	HWY-NY2
Broome	HWY-NY4	Lewis	HWY-NY9	Schenectady	HWY-NY2
Cattaraugus	HWY-NY8	Livingston	HWY-NY30	Schoharie	HWY-NY2
Cayuga	HWY-NY36	Madison	HWY-NY15	Schuyler	HWY-NY5
Chautauqua	HWY-NY8	Monroe	HWY-NY10	Seneca	HWY-NY40
Chemung	HWY-NY5	Montgomery	HWY-NY2	St Lawrence	HWY-NY9
Chenango	HWY-NY4	Nassau	HWY-NY12	Steuben	HWY-NY18
Clinton	HWY-NY6	New York	HWY-NY3	Suffolk	HWY-NY12
Columbia	HWY-NY2	Niagara	HWY-NY11	Sullivan	HWY-NY7
Cortland	HWY-NY42	Oneida	HWY-NY14	Tioga	HWY-NY45
Delaware	HWY-NY21	Onondaga	HWY-NY16	Tompkins	HWY-NY24
Dutchess	HWY-NY7	Ontario	HWY-NY32	Ulster	HWY-NY7
Erie	HWY-NY8	Orange	HWY-NY7	Warren	HWY-NY39
Essex	HWY-NY6	Orleans	HWY-NY34	Washington	HWY-NY2
Franklin	HWY-NY35	Oswego	HWY-NY38	Wayne	HWY-NY44
Fulton	HWY-NY2	Otsego	HWY-NY37	Westchester	HWY-NY17
Genesee	HWY-NY29	Putnam	HWY-NY25	Wyoming	HWY-NY41
Greene	HWY-NY2	Queens	HWY-NY3	Yates	HWY-NY33
Hamilton	HWY-NY46	Rensselaer	HWY-NY2		

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

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

3.3 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/PWCContents.shtm

SECTION 4: CONTRACT ADMINISTRATION

4.1 Contract Amendment Process

During the term of the Contract, the Contract may be amended by the mutual agreement of the parties.

4.2 Contract Administrator

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled. Contractor may submit a Contract Administrator change by submission of a revised Contractor and Authorized Reseller Information form to the OGS Contract Administrator.

Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail through the submission of a revised Contractor and Authorized Reseller Information form to the OGS Contract Administrator.

SECTION 5: TERMS AND CONDITIONS

5.1 Contract Term and Extension

5.1.1 Contract Term

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

If mutually agreed between the New York State Procurement 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.

5.1.2 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.

5.2 Mercury Added Consumer Products

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

5.3 Disposition of Settlements

The Office of General Services has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

5.4 Environmental Attributes and NYS Executive Order 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program) (EO4), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <http://www.ogs.ny.gov/EO/4/Default.asp>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

5.5 Extension of Use Commitment

The Contractor agrees to honor all orders from the authorized user by law which are in compliance with the pricing, terms, and conditions set forth in the resulting Contract document.

Any unilateral limitations/restrictions imposed by the Contractor and/or manufacturer on the eligible Authorized User will be grounds for rejection of the bid or cancellation of the Contract. If a Contract, or any portion thereof, is canceled for this reason, any additional costs incurred by the eligible purchaser will be borne by the Contractor

5.6 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.

5.7 Poor Performance

Authorized Users should notify Procurement Services Group's Customer Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services

NYS Procurement

38th Floor Corning Tower

Empire State Plaza

Albany, NY 12242

Customer Services E-mail: customer.services@ogs.ny.gov

Telephone: (518) 474-6717 / Fax: (518) 474-2437

5.8 Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and New York State Certified Minority-And Women-Owned Business Enterprises

I. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority- and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- C. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, OGS conducted a comprehensive search and determined that this contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- B. Good Faith Efforts
Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:
 - (1) A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.
 - (2) A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
 - (3) Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
 - (4) A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
 - (5) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
 - (6) Other information deemed relevant to the request.

III. Equal Employment Opportunity (EEO)

A. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy.

B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor submitted a staffing plan on Form EEO 100 to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories. Contractor shall complete the Staffing plan form and submit it as part of their contract.

C. Form EEO 101 - Workforce Employment Utilization Report (“Workforce Report”)

EITHER: Contractor agrees it will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

OR: Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest..

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

SECTION 6: HOT MIX ASPHALT – GENERAL CLAUSES

6.1 Delivery

Delivery shall be made in accordance with instructions on Purchase Order from agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor’s obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services.

6.1.1 Delivery Ticket

A delivery ticket shall be provided with each load of bituminous material and filler for joints stating the following:

- a. Storage facility identification
- b. Ticket Number
- c. Date/time
- d. Item Number and Type
- e. Quantity ticket printed by machine
- f. Quantity in 60° F gallons for emulsions and PG binder

6.2 Default (Failure to Furnish Material)

Clause 45 of the General Specifications is modified as follows: Failure to furnish material within ten days after receiving order or as agreed upon with authorized representative or violation of shipping instructions, shall be cause for and entitle the State (1) to damages which in its judgment have resulted, or (2) to purchase in the open market at the expense of the Contractor. At the discretion of the State, one or both of these courses of action may be followed

6.3 Quantity Received

It is the responsibility of the agency to ascertain quantities shipped are accurate to the delivery ticket. Each vehicle should be checked for product upon arrival and prior to departure

6.4 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 Quality 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	\$70
2	\$75
3	\$70
4	\$70
5	\$80
6	\$75
7	\$75
8	\$85
9	\$70
10	\$115
11	\$115

6.5 Pricing Information

6.5.1 General

Subsection 17-b of Appendix B (GENERAL SPECIFICATIONS) is modified to include provisions stated in this PRICING INFORMATION clause:

Price quoted shall be 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 quoted for the tack coat shall include 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 vendor 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 vendor 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 as indicated in the Project Dimensions Table. All personnel supplied for the paving shall be qualified and experienced in hot mix asphalt paving.

6.5.2 Insurance

Price bid shall include all required insurance coverage costs. In particular, price shall include:

- Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence;
- Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident;
- Owners and Contractors Protective Insurance Coverage (OCP) with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Each requirement should be reviewed carefully. (Please see the Attachment 04 – Insurance Requirements for detailed insurance requirements.)

Owners and Contractors Protective Insurance Coverage (OCP)

The contractor must supply the OCP Insurance to the Regional Engineer at the Pre-Paving Conference.

6.6 Asphalt Price Adjustments

6.6.1 General

- a. Asphalt price adjustments allowed will be based on the **November 1, 2014** 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 November 1, 2014 average is \$629,000 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**

- b. 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.
- c. 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)	=	$\left(\frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average FOB Terminal Price}}{235} \right)$	X	Total % Asphalt Plus Fuel Allowance
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Tack Coat

Price Adjustment (per gallon)	=	$\frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average FOB Terminal Price}}{235}$	X	Total % Asphalt Plus Fuel Allowance
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Positive Price Adjustment number shall be added to original per ton/gallon Bid Price.
 Negative Price Adjustment number shall be subtracted from original per ton/gallon Bid Price.

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 November 1, 2014.

Total % Asphalt Plus Fuel

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

Material Designation	Asphalt %	+Fuel Allowance %	Total % Asphalt Plus Fuel
402.017902	****	1	****
402.018902	****	1	****
402.058902	8.25	1	9.25%
402.068X0218	6.70	1	7.70%
402.09XX02	6.20	1	7.20%
402.12XX02	5.50	1	6.50%
402.19XX02	4.90	1	5.90%
407.0102 Diluted Tack Coat	40.00	0.2	40.20%
407.0103 Straight 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

+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

- d. 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.
- e. 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.
- f. All asphalt price adjustments will be computed to three decimal places.
- g. 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.
- h. 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.

6.6.2 Asphalt Price Adjustment for Hot Mix Asphalt: Example

(Example of Positive Price Adjustment - Hot Mix Asphalt)

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

Item 402.09XX02

Item 402.09XX02 Bid Price = \$70.000 (example)

Contract Base Average Price = \$629.000 (fixed for the duration of the contract)

Monthly New Average Price = \$639.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 402.09XX02 = 7.20% (see Total % Asphalt + Fuel Allowance Chart)

Monthly Price Adjustment for Item 402.09XX02 (example):

$\text{Price Adjustment} = \left(\begin{array}{l} \text{New Monthly Average} \\ \text{F.O.B. Terminal Price} \end{array} - \begin{array}{l} \text{Base Average F.O.B.} \\ \text{Terminal Price} \end{array} \right) \times \begin{array}{l} \text{Total \% Asphalt} \\ \text{(Per Ton)} \\ \text{Plus Fuel Allowance} \end{array}$

$(\$639.000 - \$629.000) \times 0.072 = \$10.000 \times 0.072 = +\$0.720 \text{ per ton}$

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

Contract price for Item 402.09XX02 including the new Price Adjustment for that month (example):

Contract Price = Bid Price + Monthly Price Adjustment

Contract Price = \$70.000 + \$0.720 = **\$70.720 per ton**

(Example of Negative Price Adjustment- Hot Mix Asphalt)

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

Item 402.09XX02

Item 402.09XX02 Bid Price = \$70.000 (example)

Contract Base Average Price = \$629.000 (fixed for the duration of the contract)

Monthly New Average Price = \$619.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 402.09XX02 = 7.20% (see Total % Asphalt + Fuel Allowance Chart)

Monthly Price Adjustment for Item 402.09XX02 (example):

$\text{Price Adjustment} = \left(\begin{array}{l} \text{New Monthly Average} \\ \text{F.O.B. Terminal Price} \end{array} - \begin{array}{l} \text{Base Average F.O.B.} \\ \text{Terminal Price} \end{array} \right) \times \begin{array}{l} \text{Total \% Asphalt} \\ \text{(Per Ton)} \\ \text{Plus Fuel Allowance} \end{array}$

$(\$619.000 - \$629.000) \times 0.0720 = -\$10.000 \times 0.0720 = -\0.720 per ton

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

Contract price for Item 402.09XX02 including the new Price Adjustment for that month (example):

Contract Price = Bid Price - Monthly Price Adjustment

Contract Price = \$70.000 - \$0.720 = **\$69.280 per ton**

6.6.3 Asphalt Price Adjustment for Tack Coat: Example

(Example of Positive Price Adjustment – Tack Coat)

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

Item 407.0102 Diluted Tack Coat

Item 407.0102 Bid Price = \$2.000 (example)

Contract Base Average Price = \$629.000 (fixed for the duration of the contract)

Monthly New Average Price = \$639.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 407.0102 = 40.20% (see Total % Asphalt + Fuel Allowance Chart)

Monthly Price Adjustment for Item 407.0102 Diluted Tack Coat (example):

Tack Coat

Price Adjustment (per gallon)	=		(New Monthly Average FOB Terminal Price	–	Base Average FOB Terminal Price)	X	Total % Asphalt Plus Fuel Allowance
				235					

$$(\$639.000 - \$629.000) / 235 \times 0.402 = \$10.000 / 235 \times 0.402 = +\$0.003 \text{ per gallon}$$

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

Contract price for Item 407.0102 Diluted Tack Coat including the new Price Adjustment for that month (example):

Contract Price = Bid Price + Monthly Price Adjustment

Contract Price = \$2.000 + \$0.003 = **\$2.003 per ton**

(Example of Negative Price Adjustment- Tack Coat)

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

Item 407.0102 Diluted Tack Coat

Item 407.0102 Bid Price = \$2.000 (example)

Contract Base Average Price = \$629.000 (fixed for the duration of the contract)

Monthly New Average Price = \$619.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 407.0102 = 40.20% (see Total % Asphalt + Fuel Allowance Chart)

Monthly Price Adjustment for Item 407.0102 Diluted Tack Coat (example):

Tack Coat

Price Adjustment (per gallon)	=		(New Monthly Average FOB Terminal Price	–	Base Average FOB Terminal Price)	X	Total % Asphalt Plus Fuel Allowance
				235					

$$(\$619.000 - \$629.000) / 235 \times 0.402 = -\$10.000 / 235 \times 0.402 = -\$0.003 \text{ per gallon}$$

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

Contract price for Item 402.09XX02 including the new Price Adjustment for that month (example):

Contract Price = Bid Price - Monthly Price Adjustment

Contract Price = \$2.000 - \$0.003 = **\$1.997 per ton**

SECTION 7: HOT MIX ASPHALT – (SPECIFIC CLAUSES)

7.1 Material Descriptions

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

Materials Designation	Description
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
402.06810218	6.3 F1, Superthin HMA, 80 Series Compaction
402.06820218	6.3 F2, Superthin HMA, 80 Series Compaction
402.06830218	6.3 F3, Superthin HMA, 80 Series Compaction

7.2 Pre-Paving Conference

The vendor 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 vendor 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 vendor shall coordinate the details of the paving with the Resident Engineer.

7.3 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.

7.4 Work Hours

Work shall not be permitted on Sundays and NYS Legal Holidays. If the contractors desire to work overtime on other days, dispensation from NYS Labor Department must be obtained using Department of Labor Form PW-30 (5/93). Night work is prohibited unless agreed to by the Contractor and NYS Department of Transportation.

7.4.1 Special Note - Overtime Dispensation Requests

All Overtime Dispensations will be sent to:

Hasib H. Khan

Pavement Program Engineer
Office of Transportation Maintenance, POD 54
NYS Department of Transportation
50 Wolf Road, Albany, NY 12232
Email: Hasibul.Khan@dot.ny.gov
Phone: 518-457-1572
Fax: 518-457-4203

The dispensations will be submitted for the entire contract period for 5-10hr days (with rain day Saturday) to cover all the project numbers awarded to the contractor within the resulting contract. Should a contractor needs additional dispensation beyond the one described above, they shall submit it to the Regional Director of Operations or the Regional designee as determined at the preconstruction meeting, for the Region they wish to submit special additional dispensation for.

7.5 Restoration of Disturbed Areas

During the course of the work the vendor shall take reasonable care not to disturb areas outside the existing pavement. Any areas disturbed by the vendor 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 vendor upon completion of the project.

7.6 Tack Coat

The vendor 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). Tack coat shall meet the material 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.**

7.6.1 Tack Coat Plant Number Requirements

Approved Plant Numbers for Tack Coat, Items 407.0102 and 407.0103, must be listed in the appropriate locations on the bid pages for each project bid. Failure to do so may result in non-award of the affected projects.

7.7 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 vendor regarding construction details shall be considered final. The pavement thicknesses and lane and shoulder widths shall be as specified elsewhere in this Invitation for Bids.

7.8 Attention: Special Note - Conditioning

The vendor 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 vendor 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.

7.9 Work Zone Traffic Control

The vendor shall be responsible for Work Zone Traffic Control. Traffic shall be controlled in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and Sections 619-1 through 619-3 of the Standard Specifications as described herein including modifications to the Standard Specifications. The vendor 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 document 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 vendor. 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 vendor shall station flaggers such that communication is maintained between the flaggers. Hand signals, radios, pilot vehicles 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/or delineation, and construction signs are included in the price per ton. No separate payment shall be made.

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. Signs left active at night shall be rigid and reflectorized in accordance with the Standard Specifications.

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 LINE 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 2' x 4" temporary yellow markings are used instead of full barrier pavement markings.

(Continues next page)

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> Conventional 36" x 18" Freeways 48" x 24"	On main line upstream of project in each direction
END ROAD WORK	<u>G20-2</u> Conventional 36" x 18" Freeways 48" x 24"	On main line after end of project in each direction
ROAD WORK AHEAD	<u>W20-1</u> Conventional 36" x 36" Freeways 48" x 48"	On main line 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. (Place between the G20-1 and the first warning sign that states condition- i.e. W8-12, W8-9 or W8-15)
DO NOT PASS	<u>R4-1</u> Conventional 24" x 30"	If 2' x 4" temporary yellow markings are used instead of full barrier centerline pavement markings, place the first sign at or within 100 feet of the beginning of the unmarked area, second within 1,000 feet and subsequent signs, spaced every ½ mile along project in each direction
NO CENTER LINE	<u>W8-12</u> Conventional 36" x 36"	If 2' x 4" temporary yellow markings are used instead of full barrier centerline pavement markings, place the first sign in advance of the condition and the first "DO NOT PASS" sign: 300' urban is preferred (100' minimum), 500' rural is preferred (200' minimum). Place additional signs spaced every 2 miles on mainline in each direction and after every major intersecting road.
LOW SHOULDER	<u>W8-9</u> Conventional 36" x 36" Freeways 48" x 48"	Place on mainline spaced every 2 miles along project in each direction and after every major intersecting road until shoulder back-up is installed (if conditions warrant use, place between the W8-12 and R4-1, maintaining a minimum of 200' between signs for rural roads and 100' on urban. The W8-12 can be moved upstream to accommodate the required spacing.)
GROOVED PAVEMENT	<u>W8-15</u> Conventional 36" x 36" Freeways 48" x 48"	On any roadway 500 feet in advance of rebates milled under this contract, but not paved. Remove or cover after paving rebate.

**All signs should maintain an absolute minimum spacing of 200' rural or 100' urban. 500' is preferred on rural and 300' is preferred on urban. Double stacking of any of the above signs, or combination thereof, will NOT be permitted.

7.9.1 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 except that two-lane, two-way highways may be left without full barrier centerlines in no passing zones for a maximum of 7 calendar days provided that NO CENTER LINE (W8-12, black on orange), NO PASSING ZONE (W14-3, black on orange pennant shaped sign), and DO NOT PASS (R4-1) signs are used consistent with the MUTCD and in conjunction with yellow 2 foot by 4 inch temporary markings consisting of retro-reflective removable pavement marking tape, paint or yellow temporary overlay markers installed on a 40 ft. cycle to delineate the centerline location.

The State is responsible for the final pavement markings unless otherwise indicated in the contract. If the vendor chooses to install NO CENTER LINE and DO NOT PASS signs and temporary yellow 2 foot by 4 inch pavement markings in lieu of full barrier centerline markings, the signs shall be left in place until the state has completed installing the final pavement markings. The state will normally complete final pavement markings within 7 days of the project completion. However, if unavoidable situations delay the pavement marking installation the signs shall remain in place for 14 calendar days after the project has been completed or until the state has completed installing the final pavement markings, whichever comes first. If permanent pavement marking cannot be installed within 14 days of the project completion, state must install interim pavement marking including center lines, edge lines, stop bars, and simple crosswalks with no hatching before the end of 14 days after project completion.

All costs for Work Zone Traffic Control including flagging, temporary pavement markings, delineation, and construction signs are to be included in the prices bid per ton for the bituminous concrete.

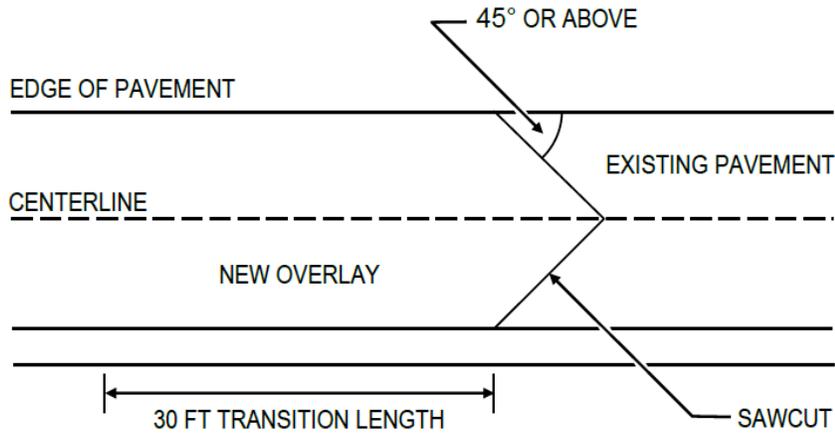
7.9.2 Hot Mix Asphalt Overlay Splice (Rebate)

The vendor 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 bid 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.

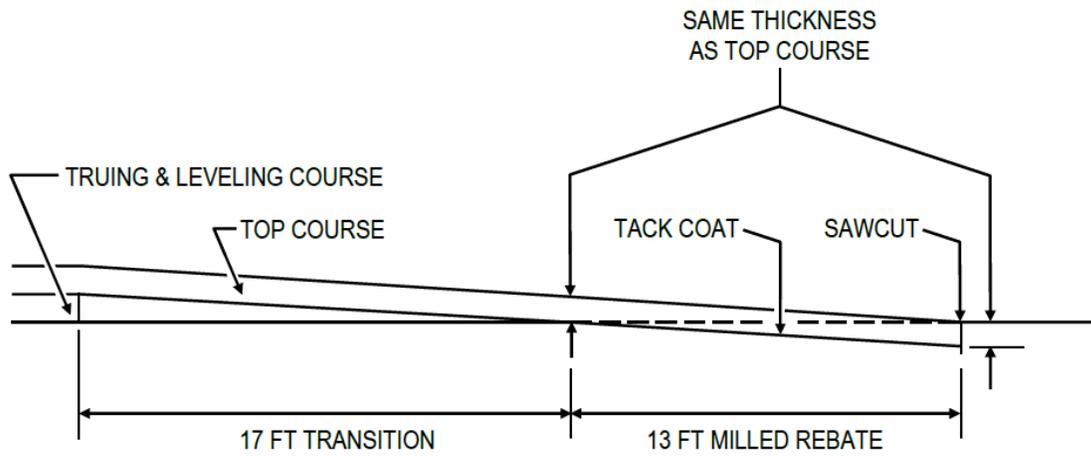
Immediately after the hot mix asphalt overlay splices are milled, a temporary asphalt ramp shall be constructed. A cone or drum shall be installed at the ramp. If the rebate is left in place at night a drum equipped with a Type A flashing warning light shall be used and the ramp sloped in accordance with Table 619-1. No separate payment shall be made for the ramps. The cost shall be included in the price bid 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 (W8-15) 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 bid per ton of bituminous concrete.

DETAIL OF HOT MIX ASPHALT OVERLAY SPLICE



PLAN



SECTION

7.9.3 **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 Invitation for Bids.

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. Transversely placed devices are not required where pilot vehicles are in used.

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.62 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 Invitation for Bids.

7.9.4 **Temporary Rumble Strips**

Description

This work shall consist of the installation, maintenance and subsequent removal of temporary rumble strips in paving work zones where indicated in the Invitation for Bids 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 by applying four layers of removable black non-reflectORIZED removable 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.

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-XXXXT Diluted Tack Coat shall be used to adhere the rumble strip to the existing pavement. 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. 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
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 ± 0.1 inches.

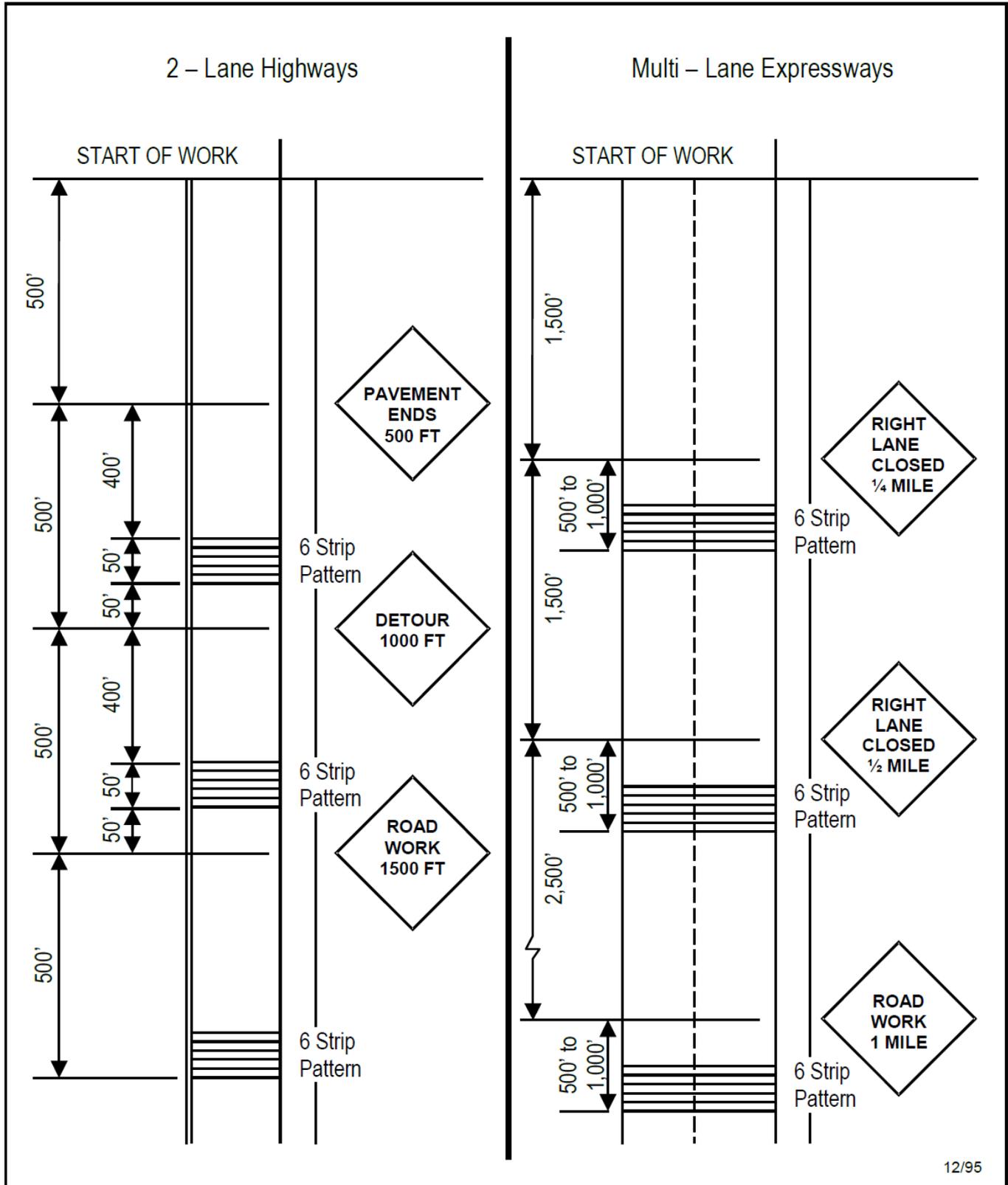
Any raised rumble strips that fail to adhere to the pavement, or become damaged or flattened such that, in the opinion of the Engineer, they are no longer performing their intended function, shall be replaced or repaired by the Contractor to the satisfaction of the Engineer. Any associated damage to 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 are included in the price per ton. No separate payment shall be made.

Suggested Layout Details -- Temporary Rumble Strips



7.10 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.

7.10.1 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.

7.10.2 Labor and Material Bond Example

(See the following two pages)

S A M P L E (page 1 of 2)

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).

S A M P L E (page 2 of 2)

103-08 SAMPLE FORM OF LABOR AND MATERIAL BOND

(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.

SECTION 8: PROJECTS - SPECIAL NOTES (ALL NYSDOT REGIONS)

8.1 Funding Source

The following projects will be funded by **Federal Aid**:

2V1521, 2V1531, 2V1561, 2V1571, 360325, 360326, 360329, 360331, 360333, 360334, 360335, 360336, 5V1512, 5V1513, 5V1522, 5V1523, 5V1525, 5V1532, 5V1533, 5V1542, 5V1543, 5V1552, 5V1553, 6V1515, 6V1516, 6V1525, 6V1541, 7V1511, 7V1512, 7V1513, 7V1514, 7V1516, 7V1517, 7V1518, 7V1521, 7V1523, 7V1524, 7V1525, 7V1530, 7V1531, 7V1532, 7V1533, 7V1541, 7V1542, 7V1543, 7V1551, 7V1552, 7V1553, 7V1554, 7V1555, 911130, 911131, 912060 and 930717.

The following projects will be 100% **State funded**:

1V1521, 1V1531, 1V1532, 1V1533, 1V1541, 1V1571, 1V1581, 360327, 360332, 5V1544, 7V1515, 7V1522, 814001, 814002, 814003, 834001, 894001, 894002, 894003, 894004 and 894005.

8.2 Special Note - Coordination with Cold Recycling Projects

Prior to HMA overlay, Projects 1V1541, 1V1571, 1V1581, 2V1561, 2V1571, 360327, 360333, 5V1513, 5V1525, 6V1515, and 6V1516 involve cold recycling through separate contractor(s). These VPP overlay projects require that the paving contractor coordinates their work with corresponding cold recycling contractor to allow required curing period before placing the HMA overlay as well as to minimize disruption to the traveling public and the time traffic is running over a recycled surface.

8.3 Special Note – PG Binder and Mix Design Level

8.3.1 PG 64S-22

Requirements of this note apply to all Section 402 and Section 404 Asphalt (HMA and WMA) items in this contract as outlined in Section 17.1 Superpave Hot Mix Asphalt Design Criteria table.

PG Binder

Use a **PG 64S-22** (Standard) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of hot mix asphalt mixtures for this project. Terminal Blend Crumb Rubber modifier may be used for this PG binder.

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures under this contract. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

Mix Design

The mixture designs must be developed in accordance with the criteria specified in the HMA items that are appropriate for an Estimated Traffic Level of <30 Million ESALs.

Note: The PG binder for this project may be modified with CRM additives to meet the requirements stated above. Handling of the HMA shall be discussed at pre-construction and pre-paving meetings

(Continues next page)

SECTION 8: PROJECTS - SPECIAL NOTES (ALL NYSDOT REGIONS) (Cont'd)

8.3.2 PG 64V-22

Requirements of this note apply to all Section 402 and Section 404 Asphalt (HMA and WMA) items in this contract as outlined in Section 17.1 Superpave Hot Mix Asphalt Design Criteria table.

PG Binder

Use polymer or Terminal Blend Crumb Rubber modified PG 64V-22 (Very High) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of hot mix asphalt mixtures for this project. In addition, the binder grade must also meet the **elastomeric** properties as indicated by one of the following equations for %R_{3.2}:

1. For $J_{nr3.2} \geq 0.1$, $\%R_{3.2} > 29.371 * J_{nr3.2}^{-0.2633}$
2. For $J_{nr3.2} < 0.1$, $\%R_{3.2} > 55$

Where: R_{3.2} is % recovery at 3.2 kPa

J_{nr 3.2} is the average non-recoverable creep compliance at 3.2 kPa.

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures under this contract. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

Mix Design

The mixture designs must be developed in accordance with the criteria specified in the HMA items that are appropriate for an Estimated Traffic Level of <30 Million ESALs.

Note: The PG binder for this project will be modified with polymer or CRM additives to meet the requirements stated above. Handling of the HMA shall be discussed at pre-construction and pre-paving meetings.

8.3.3 PG 64H-22

Requirements of this note apply to all Section 402 and Section 404 Asphalt (HMA and WMA) items in this contract as outlined in Section 17.1 Superpave Hot Mix Asphalt Design Criteria table.

PG Binder

Use a PG 64H-22 (High) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of hot mix asphalt mixtures for this project. Terminal Blend Crumb Rubber modifier may be used for this PG binder.

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of poly-phosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures containing limestone, limestone as an aggregate blend component, limestone as a constituent in crushed gravel aggregate, or recycled asphalt pavement (RAP) that includes any limestone. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

Mix Design

The mixture designs must be developed in accordance with the criteria specified in the HMA items that are appropriate for an Estimated Traffic Level of <30 Million ESALs.

Note: The PG binder for this project may be modified with CRM additives to meet the requirements stated above. Handling of the HMA shall be discussed at pre-construction and pre-paving meetings.

SECTION 8: PROJECTS - SPECIAL NOTES (ALL NYSDOT REGIONS) (Cont'd)

8.4 Special Note – Optional Use of Warm Mix Asphalt (WMA) Technologies

The contractor has the option of using an Approved WMA Technology in the production of all 402, *Hot Mix Asphalt (HMA)* items, except *SUPERPAVE HMA with Ice Retardant items, Waterproofing Bridge Deck HMA items, and Paver-Placed Surface Treatment* items, at no additional cost to the State.

If the contractor chooses to use a WMA technology, the provisions of §401 and §402 shall apply including the following:

1. Use an approved technology appearing on the Approved List for *Technologies for Warm Mix Asphalt*. Design a mixture using a WMA Technology in accordance with MM 5.16, *Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedure*. At a minimum, a one point verification of the mixture’s volumetric properties is acceptable for the following situations:
 - When the WMA mix design is based on an existing Production Status HMA mix design.
 - When the WMA mix design is based on, and utilizes a different WMA technology than, an existing Production Status WMA mix design.
2. Comply with the latest manufacturer’s “Production, Testing, and Compaction Details” from the Approved List for incorporating the WMA technology. Test specimens may be made from plant produced or laboratory prepared WMA. Test specimens must be made from plant produced WMA if adding the WMA technology in the lab does not simulate the production process. The Regional Materials Engineer (RME) may require a State representative be present during the fabrication and testing. Submit the WMA design to the RME for review and verification at least 14 calendar days before production, including:
 - Name of WMA technology and the target dosage rate.
 - If using an additive other than water,
 - Submit a MSDS for the additive.
 - Submit either enough of the additive for the laboratory mix design verification, or the additive pre-blended in the PG Binder at the correct dosage. If the additive is not pre-blended into the PG Binder, include directions for properly incorporating the additive into the laboratory made mixture.
 - Prior to the submission of any mix design, contact the RME to determine if there is an increased concern regarding the mixture’s moisture susceptibility based on the WMA technology and/or the type of aggregate being used, or the performance of similar mixes. The RME may require AASHTO T 283 moisture susceptibility test results, meeting a minimum Tensile Strength Ratio (TSR) of 80%, as part of the mix design submission.
3. Submit Production Quality Control Plan revisions incorporating the WMA technology if not previously submitted.
4. For 80 Series Compaction Method, complete all breakdown roller passes before the mat temperature falls below 230° F, unless approved by the Director, Materials Bureau.
5. When the asphalt mixture is being placed over a Sheet-Applied Waterproofing Membrane, maintain a minimum delivery temperature in accordance with the Material Detail Sheets prepared by the membrane manufacturer.

8.5 Special Note - Rail Road Involvement in Federal Funded Projects

Bidders are advised that there may be active at-grade railroad crossings within the limits of projects in this Invitation for Bids. The following at-grade railroad crossings have been identified, but there may be others within the limits of these projects that have not been identified:

Project Number	County	Route	Rail Road Name	Location
360334	Cortland	Rte. 90	New York Susquehanna and Western Rail Road	RM 90-3201-3018-100 Village of Homer

At the identified at-grade crossings, and any other active at grade railroad crossings encountered on the projects in this Invitation for Bids, the contractor shall conduct its work and handle the equipment such that no part of any material or equipment shall foul a track, catenary, electrical facility or signal facility. A track is fouled when any object is brought within 7.62 M (25’) of the centerline of the track or the nearest point of a rail road’s catenary, electrical facility or signal facility.

SECTION 8: PROJECTS - SPECIAL NOTES (ALL NYSDOT REGIONS) (Cont'd)

8.6 Special Note - Rail Road Involvement in 100% State Funded Projects

Bidders are advised that there may be active at grade railroad crossings within the limits of projects in this Invitation for Bids. The following at grade railroad crossings have been identified, but there may be others within the limits of these projects that have not been identified:

Project Number	County	Route	Rail Road Name	Location
7V1522	Franklin	95	CSX Montreal	RM 95-7201-1086

At the identified at grade crossings, and any other active at grade railroad crossings encountered on the projects in this Invitation for Bids, the contractor shall coordinate with the corresponding Rail Road as per follows:

8.6.1 Coordination with Railroad(s)

The Contractor shall note that this project may require close coordination with a railroad and railroad protective flagging services

Description

The Contractor shall conduct its work and handle its equipment such that no part of any material or equipment shall foul a track, catenary, electrical facility or signal facility without written permission from the chief engineer of the railroad company(s) affected. A track is fouled when any object is brought within 7.62 M (25') of the centerline of the track or the nearest point of a railroad's catenary, electrical facility or signal facility.

Construction Details

In the event the Contractor's work does foul a railroad facility the Contractor shall obtain a permit in order to enter railroad property and to cover the costs of the railroad's force account services. The Contractor will not be allowed to enter onto the railroad's property to perform contract work, nor will the railroad provide services occasioned by the Contractor's operations unless the Contractor notifies the Railroad(s) and receives the railroads' prior approval. A railroad will not provide any services necessitated by the Contractor's operations until the permit is obtained. These railroad's costs will include, but may not be limited to costs incurred by the railroad to provide flaggers, spotters, engineering services, administrative services, construction inspection, or other labor, material or equipment necessary to provide a safe environment for both the Contractor's and Railroad's forces.

The Contractor is advised that a railroad may not be able to provide flag persons on a daily basis due to the railroad's operational necessities. The Contractor shall coordinate and schedule his construction activities with the railroad's engineer no later than two weeks prior to the start of the work, in consultation with the State's Engineer-in-Charge, so that a workable schedule can be formulated and agreed upon. In addition to the above, the Contractor shall also comply with the current Standard Specifications §105-09 WORK AFFECTING RAILROADS.

Basis of Payment

All costs incurred by the contractor to comply with the requirements in this Special Note shall be included in the price bid per ton for the hot mix asphalt. No extra payment shall be made.

SECTION 9: PROJECTS - SPECIAL NOTES (NYSDOT REGION 1)

9.1 Holiday Restrictions – Region 1 Projects

All Region 1 Projects shall follow the following holiday restrictions:
There shall be no temporary lane closures permitted on the following dates:

May 22 – 25
July 2 – 5
September 4 – Sept. 7
Oct. 9 - 12
Nov. 25 – Nov. 29
Dec. 21 – Jan. 3

9.2 Pilot Vehicle – Region 1 Projects

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 as paving is done and rolled, controlled traffic may be permitted thereon. For Region 1 projects in this Invitation for Bids, the Contractors shall provide sufficient two-way radio equipped pilot vehicles to guide traffic around recycling work at a speed not to exceed 15 mph. The pilot vehicles shall be equipped with construction signs meeting the requirements of Section 6F.58 of the Manual of Uniform Traffic Control Devices and a rotating amber beacon:

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 shall be included in the prices per ton of bituminous concrete. No separate payment shall be made. **The use of the pilot shall be as ordered by the resident engineer.**

9.3 Paving Operations – Region 1 Projects

Paving operations shall progress in the opposite direction of traffic when paving on Cold Recycled roadways. This provision may only be waived by the Region 1 Materials Engineer, and this waiver will be rescinded if damage to the top course occurs

9.4 Moisture Susceptibility Testing – Region 1 Projects

Any HMA mix design where the primary aggregate component by weight is granite or crushed gravel will be subject to moisture susceptibility testing by the producer during design, unless this requirement is waived by the RME. TSR testing may be required by the RME when there is a change to the asphalt binder source.

Moisture susceptibility will be determined by calculating the tensile strength ratio (TSR) of each specimen according to AASHTO T 283, Resistance of Compacted Asphalt Mixtures to Moisture-Induced Damage, except as modified in Section VI.D. of NYSDOT Materials Method 5.16.

If the TSR of the HMA gyratory specimens is less than 80%, as required in AASHTO M 323, corrective action is required. Corrective action to improve the moisture susceptibility of the HMA mixture can include the use of anti-strip additives or blending of other aggregate materials to reduce the proportion of granite or gravel aggregates in the mix. When corrective action is necessary, any changes made to the design must be noted on the JMF, and all other volumetric and mechanical properties must be evaluated for compliance with NYSDOT Materials Method 5.16 using a one-point design. The results must be reported to the RME prior to production.

SECTION 9: PROJECTS - SPECIAL NOTES (NYSDOT REGION 1) (Cont'd)

9.5 Paving Markings – Region 1 Projects

It shall be the contractor’s responsibility to inventory and document the existing pavement marking patterns prior to milling and/or resurfacing and submit to the Engineer a copy of the inventory prior to beginning work. The contractor shall be responsible for completing all layout work necessary for the installation of all final pavement markings. If the original markings are obliterated, the contractor shall contact the resident engineer for guidance on their location 9.6Non-Vibratory Rolling – Region 1 Projects

Contractor shall use non-vibratory rolling over any bridge structure, large culvert or known utility within the project limits or as ordered by the engineer in charge.

9.7 Project 1V1521 – Rte. 9N Essex County RM 1048 to 1057

The limits of this project will be milled under separate contract prior to paving.

9.8 Project 1V1532 – Rte. 81 Greene County RM 1062 to 1084

The limits of this project will be milled under separate contract prior to paving.

9.9 Project 1V1581- Rte. 40 Washington County RM 1025 to 1055

The following intersections shall be paved approximately 50 feet from the edge of the mainline in each direction:

Location	Roadway Width
RM 40-18021025	40
Wood Road	30
Scott Road	30
Wrights Road	30
Meeting House Road	30
Grove Road	30
Waite Road	30
Wells Road	30
Vly Summit Road	30
Sarles Ferry Road	30
RM 40-18021055	40

SECTION 10: PROJECTS - SPECIAL NOTES (NYSDOT REGION 2)

10.1 Existing Pavement Markings – Region 2 Projects

It shall be the contractor’s responsibility to inventory and document the existing pavement marking patterns prior to milling and/or resurfacing and submit to the Engineer a copy of the inventory prior to beginning work. The contractor shall be responsible for completing all layout work necessary for the installation of all final pavement markings. If the original markings are obliterated, the contractor shall contact the resident engineer for guidance on their location.

10.2 Removal of Temporary Pavement Markings – Region 2 Projects

The contractor will remove all temporary pavement markings within 2 weeks after the permanent markings are applied.

10.3 Pavement Overlay Splices “Rebates”– Region 2 Projects

Mainline pavement overlay splices to be in accordance with Standard Sheet 402-01.

10.4 Holiday Restrictions – Region 2 Projects

All Region 2 Projects shall follow the following holiday restrictions:

The Contractor will not be allowed to implement any temporary lane or shoulder closures or otherwise disrupt traffic in any way during the following holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Christmas Day

If an above recognized holiday or event falls on:

Day of the Week	Then <u>NO</u> lane closures are allowed from
Monday	Noon Friday to 5 am Tuesday
Tuesday	Noon Friday to 5 am Wednesday
Wednesday	Noon Tuesday to 5 am Thursday
Thursday	Noon Wednesday to 5 am Monday
Friday	Noon Thursday to 5 am Monday
Saturday/Sunday	Noon Friday to 5 am Monday

NYSDOT Ordered Work Disruptions

The State reserves the right to preclude lane and/or shoulder closures or other contractor operations on this project at the direction of the Regional Director or his/her designee for up to 2 occurrences per project location. Each occurrence may last as long as one calendar day. These described occurrences are defined as NYSDOT ordered contractor work disruptions that are not covered in the contract documents, standard specifications, or other contract related bid documents. The contractor shall have no claim against the State for any delays, contract extension, or extra costs incurred in complying with these restrictions.

Project 2V1521 – Rt. 30 RM 2105/1188 to RM 2206/1029

In addition to the above holiday restrictions, lane closures will not be permitted from Noon on Fridays until Sunday at 9:00 pm.

Project 2V1561 – Rt. 28 RM 2607/1199 to 1205 +250’ and 1247 to 1289

In addition to the above holiday restrictions, lane closures will not be permitted from Noon on Fridays until Sunday at 9:00 pm.

SECTION 10: PROJECTS - SPECIAL NOTES (NYSDOT REGION 2) (Cont'd)

10.5 Project 2V1531- Rte. 5S - Rte. 5S/28 OLAP to 5S/167 OLAP

Portions of this project will be milled under a separate DOT Maintenance contract. The paving must be coordinated with the Herkimer County DOT Resident Engineer, Michael Pawloski – 315-866-1123.

Item 402.058902 – Type 5 shim is to be used on mainline and tapered out 6' onto the shoulders (Where the shoulders are less than 6' pave shim full width.) Maximum thickness = ½".

The parking area on the North side of Rte. 5S at RM 5S-2302-1137 will be paved with 402.06820218 - 1" depth. Shim not required.

Rebates at the following locations will be cut at an offset as measured from the outside edge of the shoulder as noted below. The contractor should anticipate paving these intersections separate from mainline, payment to be included in the price bid for Item 402.066202:

Lock 18 Entrance (RM 1159 -50') – 10' offset

Stegich Rd. (RM 1168 -200') – 15' offset

Sunset View Rd. (RM 1180 -150') – 8' offset

10.6 Project 2V1561- Rte. 28 - Forestport

This site will be cold in place recycled under a separate VPP contract. The overlay can not be placed until the CIPR cure period is complete (depending on the recycle contractor process it is 10 days for emulsion or 3 days for 64-22 AC).

The overlay must commence no later than 30 days after the end of the CIPR cure period.

Item 402.018902 – the mix used for T&L shall be **19mm** and shall be placed the full width of the recycled pavement.

All paving at this site shall be completed by September 30th.

10.7 Project 2V1561- Rte. 28 – Tamarack Rd. to Wood Rd

This site will be cold in place recycled under a separate VPP contract. The overlay can not be placed until the CIPR cure period is complete (depending on the recycle contractor process it is 10 days for emulsion or 3 days for 64-22 AC).

The overlay must commence no later than 30 days after the end of the CIPR cure period.

Item 402.018902 – the mix used for T&L shall be **19mm** and shall be placed the full width of the recycled pavement.

Rebates on all side roads as listed in the rebate table in the contract will be cut a minimum of 10 feet from the outside edge of the shoulder. The contractor should anticipate paving intersections separate from mainline, payment to be included in the price bid for Item 402.096202.

The rebate at Maple Rd. shall be cut across Maple Rd. and the parking lot of the White Lake Inn.

The parking area at Brandy Lake Trailhead (RM 28-2607-1277) shall be paved with the same detail as mainline (T&L and Top).

All paving at this site shall be completed by September 30th.

10.8 Project 2V1571- Rte. 12 – Hubbardsville to Brookfield

This site will be cold in place recycled under a separate VPP contract. The overlay can not be placed until the CIPR cure period is complete (depending on the recycle contractor process it is 10 days for emulsion or 3 days for 64-22 AC).

The overlay must commence no later than 30 days after the end of the CIPR cure period.

Item 402.018902 – the mix used for T&L shall be **19mm** and shall be placed the full width of the recycled pavement.

Rebates on all side roads as listed in the rebate table in the contract will be cut a minimum of 10 feet from the outside edge of the shoulder. The contractor should anticipate paving intersections separate from mainline, payment to be included in the price bid for Item 402.09620.

SECTION 10: PROJECTS - SPECIAL NOTES (NYSDOT REGION 2) (Cont'd)

10.9 Project 2V1521- Rte. 30 - CR 152 to 1.3 mi. North of Old Northville Rd

Item 402.058902 – Type 5 shim is to be used on mainline and tapered out 3' onto the shoulders Maximum thickness = 1/2".

Rebate at 920H – Cut 1-1/2" rebate from Rte. 920H Bridge Approach over the Sacandaga River to the edge of Rte. 30 pavement (approx. 500 feet total length). Pavement treatment to be the same as mainline – Type 5 Shim - 1/2" full width, 6.3mm – 1"

Rte. 30 over the West Stoney Creek Bridge and Rte. 30 over the Sacandaga River will be overlaid. R-2 DOT Bridge Maintenance forces will place a membrane prior to the overlay. The contractor shall schedule their work with DOT Bridge Maintenance Engineer, George Robertaccio (315-732-8049) to accommodate the membrane placement. If it is decided not to place a membrane on the structures for any reason then the contractor shall cut rebates at the approaches to both bridges.

SECTION 11: PROJECTS - SPECIAL NOTES (NYSDOT REGION 3)

11.1 Project 360325, Rte. 34, Auburn City Line to Weedsport

NYSDOT will mill pavement prior to paving.

11.2 Project 360326, Rte. 11, Broome County Line to Russell Rd

NYSDOT will mill pavement in the Village of Marathon prior to paving.

11.3 Project 360327, Rte. 69, I81 to Bergdorf Dr

Pavement will be CIPR, prior to paving.

Rebates are to be made with milling machine with a minimum 6' wide mill head.

Total pavement width includes 1' for shoulder wedges.

11.4 Project 360329, Rte. 13, Craines Mills RD. to Madison County

NYSDOT will mill pavement prior to paving.

11.5 Project 360331, Rte. 38, Auburn City Line to Port Byron

NYSDOT will mill pavement prior to paving.

11.6 Project 360332, Rte. 38, Groton Southern Village Line to Rte. 38/222 Intersection

NYSDOT will mill pavement prior to paving.

11.7 Project 360333, Rte. 11, Frank Lacey Rd. to Pulaski south Village line

Pavement will be CIPR prior to paving

Rebates are to be made with milling machine with a minimum 6' wide mill head.

Total pavement width includes 1' for shoulder wedges.

11.8 Project 360334, Rte. 90, US Rte. 11 to Cayuga County Line

NYSDOT will mill pavement from Rte. 11 to Rte. 281 prior to paving.

11.9 Project 360335, Rte. 104A, Wayne County Line to Fairhaven

NYSDOT will mill pavement prior to paving.

SECTION 13: PROJECTS - SPECIAL NOTES (NYSDOT REGION 5)

13.1 General Special Notes – Region 5 Projects

The paving operations shall be progressed in a segment by segment basis. No longitudinal paving joints shall be allowed at the end of the work day. The segments shall be based on the contractor's daily work capacity and shall not end within an intersection.

13.2 Special Note for Hot Mix Asphalt – Region 5 Projects

All HMA production will require the use of anti-strip agent to prevent moisture induced damage to the HMA. The minimum dosage for anti-strip is 0.3% of the PG binder content. This requirement will be waived by the Regional Director if the contractor provides proof the HMA is not susceptible to moisture induced damage by providing test results as described below or if there is no history of moisture induced damage from the aggregates and production facilities used to make the HMA.

13.3 Moisture Susceptibility Testing – Region 5 Projects

The Contractor will be required to submit to the Regional Material Engineer (RME) AASHTO T-283 moisture susceptibility test results prior to production of HMA Top Course. The results shall be a minimum Tensile Strength Ratio (TSR) of 80%. If the asphalt binder source is changed after being tested for moisture susceptibility, the mixture may require testing again at the RME's discretion.

The Department may sample and test the above mixture during production to verify the moisture susceptibility requirement is met. If the results do not meet the production requirement (minimum TSR of 80%), the producer will need to take corrective action. If during production, the TSR test results fall below 70%, the RME will immediately suspend production for this project according to Section 105, Control of Work, and Section 106, Control of Material, of the Standard Specifications.

13.4 Dust (Minus 0.075 mm Aggregate) to Effective PG Binder Content Ratio – Region 5 Projects

In addition to AASHTO T283 testing, the Department will verify the Contractor's Dust (Minus 0.075 mm Aggregate) to Effective PG Binder Content Ratio during production. The minus 0.075 mm material will be determined using washed aggregate analysis and the ratio result shall be within the limits of 0.8 to 1.6.

13.5 Pavement Markings – Region 5 Projects

It shall be the contractor's responsibility to inventory and document the existing pavement marking patterns prior to milling and/or resurfacing and submit to the Engineer a copy of the inventory prior to beginning work. The contractor shall be responsible for completing all layout work necessary for the installation of all final pavement markings. If the original markings are obliterated, the contractor shall contact the resident engineer for guidance on their location.

SECTION 13: PROJECTS - SPECIAL NOTES (NYSDOT REGION 5) (Cont'd)

13.6 Abrading Existing Pre-Formed Pavement Markings – Region 5 Projects

The Contractor shall remove any pre-formed pavement markings. Care shall be taken to avoid damage to passing traffic. All damage to passing traffic caused by the Contractor's operations shall be the Contractor's responsibility. Waste material generated by the abrading operation shall be cleaned up and disposed of by the contractor. When the contractor abrades the existing pre-formed pavement markings, the contractor shall place temporary pavement markings as specified elsewhere in this Invitation for Bids under Work Zone Traffic Control, unless the HMA will be placed the same day as the pre-formed pavement markings are abraded. The contractor shall make every effort to expeditiously place the HMA in areas where the pre-formed pavement markings have been abraded. Under no circumstances will temporary pavement markings be allowed for more than five calendar days in areas where pre-formed pavement markings are abraded. In this event, the contractor shall be required to place full pavement markings at no cost to the State. During the pre-form pavement markings abrading operation, traffic shall be controlled by the contractor in accordance with Work Zone Traffic Control requirements included herein. The contractor shall submit a proposed Work Zone Traffic Control Plan to the Resident Engineer for approval. The plan may be based on the Work Zone Traffic Control drawings included in this Invitation for Bids. Payment for pre form pavement marking abrading shall be included in the price bid per ton for the HMA. No separate payment shall be made.

13.7 Time Restrictions – Region 5 Projects

All Region 5 Projects shall follow the time restrictions outlined in the "Work Zone Traffic Control - for Design/Construction on State Highways in Region 5" available on the NYSDOT website or through the Regional Transportation Systems Operations group excepting those projects listed on the Region 5 project specific special notes.

13.8 Special Note -Seneca Nation of Indians Business License – Region 5 Projects

The Contractor, all Sub-Contractors, and any Supplier delivering materials or performing services on the project site must comply with the Seneca Nation of Indians Business Code. This code requires the Contractor, all Sub-Contractors, and any Supplier delivering materials or performing services on the project site to obtain an annual license to perform services and/or deliver materials on Nation Territory.

The annual fee for this license is \$150 and each entity is required to reapply at the beginning of every calendar year. The Application for the Seneca Nation of Indians Business License can be obtained from the Resident Engineer.

13.9 Project 5V1544 - Seneca Nation of Indians, Cattaraugus Territory Roads (100 Percent State-Funded Maintenance Contract) – Special Note

Compliance with Applicable Laws Including Seneca Nation of Indians

TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)

NYSDOT 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.

SECTION 13: PROJECTS - SPECIAL NOTES (NYSDOT REGION 5) (Cont'd)

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:

<i>Allegany Territory</i>	<i>Cattaraugus Territory</i>
Seneca Nation TERO Office	Seneca Nation TERO Office
P.O. Box 231	12885 Route 438
Salamanca, NY 14779	Irving, NY 14081
Telephone: (716) 945-1790, ext. 3039	Telephone: (716) 532-1033, ext. 5413
Fax: (716) 945-1565	Fax: (716) 532-6178

13.10 Project 5V1512

The segment of NY 242 to the west of this project is scheduled to be milled and overlaid the same season. Coordination with the adjacent contractor for Temporary Traffic Control may be necessary depending on the contractor's schedule of work.

13.11 Project 5V1513

Northern project limit shall begin where the previous project (build in 2011) on Ref. Route 950A terminated, which is north of Pierce Run Road. Due to the proposed 1½" overlay, rebates are required at paved side streets. Quantity for rebate milling and asphalt to transition from mainline to the paved side streets has been included in the contract.

13.12 Project 5V1522

Pavement and shoulders will be milled prior to overlay.

SECTION 13: PROJECTS - SPECIAL NOTES (NYSDOT REGION 5) (Cont'd)

13.13 Project 5V1525

Prior to HMA overlay, this project involves cold recycling through a separate contractor with exception of curbed section in Hamlet between RM 83 5201/ 1118-1125. This section will be paved over a milled surface. The milling will be performed by the same cold recycling contractor.

In addition, rebates will be required at paved side streets, except within the Hamlet. Quantity for rebate milling and asphalt to transition from the mainline to paved side streets has been included in the contract.

13.14 Project 5V1532

Paving will be coordinated with contract D262773, (PIN 5BOW.01.301), bridge replacements (2), NY 78 over Gill Creek & Black Creek. Please contact Region 5 Construction Office to coordinate paving operation.

13.15 Project 5V1533

No work shall be allowed on NY 5 within the project limits in the eastbound or westbound directions from 6AM to 9AM & from 3PM to 6PM. These time restrictions include the set-up and take-down of work zones. Time restrictions are for single lane closures for any work day, Sunday through Saturday, inclusive.

13.16 Project 5V1542

No work shall be allowed on NY 5 from Lake Shore Rd to Big Tree Rd in the eastbound direction from 6AM to 9AM. No work shall be allowed on NY 5 from Lake Shore Rd to Big Tree Rd in the westbound direction from 3PM to 6PM.

Rte. 5 segment (3.8 CL Miles) of the work will be funded with federal funds. Ref Rte. 950J (Camp Road) segment (0.2 CL Miles) of the work is not federal aid eligible and will be paid with 100% state fund.

13.17 Project 5V1543

No work shall be allowed on US 20/ NY 78 from the south project limit through the access to NY 400 in both the eastbound or westbound directions from 3PM to 6PM.

Paving limits along US 20/ NY 78 will meet up with, end extend 2' beyond, the paving limits on the NY 400 access ramps, D262506 (2014). There is sufficient width on all 8 ramps to maintain traffic while paving half of the ramp at a time.

Do not overlay US 20 from the south approach to BIN 1015540 to the pavement rebate at north leg of US 20 and NY 354 intersection. This intersection was recently paved under contract D262167.

13.18 Project 5V1553

Overlay the entire intersection area (as maintained by the NYSDOT) including slip ramps at the following intersections: Ferry Rd, Bush Rd, Fix Rd, Broadway, & Love Rd.

SECTION 14: PROJECTS - SPECIAL NOTES (NYSDOT REGION 6)

14.1 Coordination with other Projects – Region 6 Projects

Prior to HMA overlay, Project 6V1515 and 6V1516 involve cold recycling through separate contractor(s). There is also approximately 200' of WOC Milling near the intersection of SR 19/243 (6V1515) and 500' in each direction of the intersection of SR 417/21 (6V1516) by a separate contractor coordinated by the Residency. These VPP overlay projects require that the paving contractor coordinates their work with corresponding cold recycling contractor(s) to allow required curing period before placing the HMA overlay as well as to minimize disruption to the traveling public and the time traffic is running over a recycled surface.

Please note that additional coordination with DOT's Residency 6-3 for coordination of subcontractors on 6V1525 for Heater Scarification WOC from 14-6201-3148 to 14-6201-3154 and for WOC milling from 14-6201-3131+474' to 14-6201-3136+312' is required. The intent of the T&L course on 6V1525 is to be placed from 14-6201-3148 to 14-6201-3154.

Please note, significant milling with some concrete repair work will be done by DOT's Residency 6-2 and coordination with these efforts will be required of the VPP contractor on 6V1541. The work is expected be completed around September 1st, but coordination should be on-going with the Residency throughout the contracting season to ensure the HMA course is placed with minimal disruption to the travelling public..

14.2 Special Notes – Region 6 Projects

No work shall be permitted on the Friday or Saturday before Memorial Day, 4th of July, Labor Day, or Columbus Day without written approval from the Regional Director of Operations, or their designee, as determined at the pre-construction meeting.

Project 6V1541 has 6 locations where additional paving down side roads, not just straight-line paving, is required. Radius Paving will be necessary to tie into the concrete approach slab at the Exit 47 Railroad Overpass on the South side of RT 352. The area of paving here is expected to be a trapezoidal shape roughly 36-60'x20' in length, including radiuses. The project includes the paving of two connector aprons to the North of Rt 352 located between Exits 47 & 48 of roughly 45'-55'x30', including radiuses. The project also includes the paving of the intersections at Fairway Drive, King Circle, and Goff Road to extend down each road approximately 20' beyond the radiuses. The Contractor is strongly encouraged to field review this location.

Polymer Modified Additive, at no additional cost to the State, is to be used for PIN 6V1525 & 6V1541 for the 12.5mm HMA.

Paint is the only option permitted in Region 6 for temporary and interim pavement markings, unless approved on a case by case basis by the Resident Engineer. Offset the centerline temporary/interim pavement markings so that the permanent markings will cover up the temporary/interim markings, as follows: 8" centerline offset for 2 lane roads, 6" centerline offset for multi-lane roadways.

A reminder that per Code Rule 753, a "Dig Safe" ticket shall be submitted for each project notifying of "...the movement or removal...of pavement..." Some of these utilities may request "no vibratory rolling" for a distance up to 100' over interstate/intercontinental gas/petroleum transverse crossings. Contractors can visit the following website to view whether there is a likelihood for these utilities in the project limits: <https://www.npms.phmsa.dot.gov/> and then click the npms public map viewer link and follow the instructions.

All Region 6 HMA projects shall be completed no later than October 31, 2015. A schedule reflecting this shall be submitted before start of work to the Region's ARDO, Stacey Forenz, for approval.

14.3 HMA Overlay Splices (Rebates) – Region 6 Projects

All Region 6 Hot Mix Asphalt overlay splices (pavement terminations) shall be installed as per NYSDOT Standard Sheet 402-01 issued under EB 08-036.

SECTION 15: PROJECTS - SPECIAL NOTES (NYSDOT REGION 7)

The following Special Notes for Region 7 Projects shall supersede any other sections of this IFB/Award or the Standard Specifications referenced herein.

15.1 Special Work Zone Traffic Control – Pilot Vehicle – Region 7 Projects

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 as 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.58 of the Manual of Uniform Traffic Control Devices. The requirement for delineation of the closed lane (cone placement), as defined in Section 6F.58 of the MUTCD, shall be evaluated by the Resident Engineer at the Preconstruction conference based on the traffic control plan presented by the Contractor and a determination will be made at that time whether it will be required on the project.

Daytime lane closures may be used in lieu of pilot vehicles on controlled access highways as deemed appropriate by the Resident Engineer at the time of preconstruction conference.

SIGN	MINIMUM SIZE	LOCATION
PILOT VEHICLE FOLLOW ME	G20-4 CONVENTIONAL 36"x18"	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 shall be included in the prices bid per ton for bituminous concrete. No separate payment shall be made.

15.2 Exposed Longitudinal Joints – Region 7 Projects

Exposed Longitudinal Centerline Joints on any asphalt material placed by the Contractor under this award will not be permitted overnight. All centerline joints and/or abutting travel lane joints shall be required to be closed by the end of each work day.

15.3 Moisture Susceptibility Testing for Projects Requiring the Use of 64S-22 PGB – Region 7 Projects

Any HMA mix design where the primary aggregate component by weight is granite or crushed gravel will be subject to moisture susceptibility testing by the producer during design, unless this requirement is waived by the RME. TSR testing may be required by the RME when there is a change to the asphalt binder source.

Moisture susceptibility will be determined by calculating the tensile strength ratio (TSR) of each specimen according to AASHTO T 283, Resistance of Compacted Asphalt Mixtures to Moisture-Induced Damage, except as modified in Section VI.D. of NYSDOT Materials Method 5.16.

If the TSR of the HMA gyratory specimens is less than 80%, as required in AASHTO M 323, corrective action is required. Corrective action to improve the moisture susceptibility of the HMA mixture can include the use of anti-strip additives or blending of other aggregate materials to reduce the proportion of granite or gravel aggregates in the mix. When corrective action is necessary, any changes made to the design must be noted on the JMF, and all other volumetric and mechanical properties must be evaluated for compliance with NYSDOT Materials Method 5.16 using a one-point design. The results must be reported to the RME prior to production.

SECTION 15: PROJECTS - SPECIAL NOTES (NYSDOT REGION 7) (Cont'd)

15.4 Project 7V1530 (Rte. 342, Rte. 37 to Rte. 11)

The Department of Transportation is conducting research on the performance of the mixture with recycled asphalt pavement (RAP) by accepting a portion of the asphalt contributed by the RAP. This project will be designated as experimental.

When greater than 10% of recycled asphalt pavement (RAP) is utilized in the production of Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA) Top Course for this contract, the following minimum asphalt content will be utilized in the final mixture design calculation for optimum asphalt content:

HMA Mixture	Minimum Asphalt Content (%)
6.3 HMA	6.0
9.5 HMA	6.0
12.5 HMA	5.4

The mixture design will be formulated such that all the volumetric properties are within the criteria specified in the latest Material Method 5.16. The total targeted asphalt content of virgin binder and the accepted RAP asphalt contribution shall not be less than the minimum asphalt content of the mix design during production indicated in the above table.

SECTION 16: PROJECTS - SPECIAL NOTES (NYSDOT REGION 8)

16.1 Project 894001

Milling (by other contractor) is to precede the paving. The (VPP) contractor is to coordinate with the (other) Milling contractor to assure timely placement of the pavement materials, following the milling. The VPP contractor will notify the Resident Engineer of their schedule, at least one month in advance of commencement of work. Following which, the Resident Engineer will arrange a meeting with the VPP contractor and the Milling contractor as well as NYSDOT.

All work is to be performed in the summer period between Monday June 29, 2015 and Thursday September 3, 2015.

There shall be no temporary lane closures permitted between July 3rd and July 6th.

In addition to the above holiday restriction, lane closures will not be permitted 3:30 P.M. through 9:00 A.M. Monday-Friday.

During the hours of 9:00 A.M. and 3:30 P.M. (M - F), single lane closure is permitted. In which hours, one lane of alternating traffic is to be maintained with flaggers at all times.

16.2 Project 894002

Milling (by other contractor) is to precede the paving. The (VPP) contractor is to coordinate with the (other) Milling contractor to assure timely placement of the pavement materials, following the milling. The VPP contractor will notify the Resident Engineer of their schedule, at least one month in advance of commencement of work. Following which, the Resident Engineer will arrange a meeting with the VPP contractor and the Milling contractor as well as NYSDOT.

All work is to be performed in the summer period between Monday June 29, 2015 and Thursday September 3, 2015.

There shall be no temporary lane closures permitted between July 3rd and July 6th.

In addition to the above holiday restriction, lane closures will not be permitted 3:30 P.M. through 9:00 A.M. Monday-Friday.

During the hours of 9:00 A.M. and 3:30 P.M. (M - F), single lane closure is permitted. In which hours, one lane of alternating traffic is to be maintained with flaggers at all times.

16.3 Project 894003

Milling (by other contractor) is to precede the paving. The (VPP) contractor is to coordinate with the (other) Milling contractor to assure timely placement of the pavement materials, following the milling. The VPP contractor will notify the Resident Engineer of their schedule, at least one month in advance of commencement of work. Following which, the Resident Engineer will arrange a meeting with the VPP contractor and the Milling contractor as well as NYSDOT.

All work is to be performed in the summer period between Monday June 29, 2015 and Thursday September 3, 2015.

There shall be no temporary lane closures permitted between July 3rd and July 6th.

In addition to the above holiday restriction, lane closures will not be permitted 3:30 P.M. through 9:00 A.M. Monday-Friday.

During the hours of 9:00 A.M. and 3:30 P.M. (M – F,) single lane closure is permitted. In which hours, one lane of alternating traffic is to be maintained with flaggers at all times.

SECTION 16: PROJECTS - SPECIAL NOTES (NYSDOT REGION 8) (Cont'd)

16.4 Project 894004

Milling (by other contractor) is to precede the paving. The (VPP) contractor is to coordinate with the (other) Milling contractor to assure timely placement of the pavement materials, following the milling. The VPP contractor will notify the Resident Engineer of their schedule, at least one month in advance of commencement of work. Following which, the Resident Engineer will arrange a meeting with the VPP contractor and the Milling contractor as well as NYSDOT.

Contractor is cautioned of the Tappan Zee Bridge Construction contract work that will be ongoing in the vicinity of this location. The contractor's work at this location will need coordination with the Tappan Zee Bridge Construction work.

All work is to be performed in the summer period between Monday June 29, 2015 and Thursday September 3, 2015.

There shall be no temporary lane closures permitted between July 3rd and July 6th.

In addition to the above holiday restriction, lane closures will not be permitted 2:30 P.M. through 9:30 A.M. Monday-Friday; and 2:00 P.M. through 6:00 AM (Sat & Sun.)

During the hours of 9:30 A.M. and 2:30 P.M. (M - F); & 6:00 A.M. and 2:00 P.M. (Sat & Sun,) two lane closure is permitted. In which hours, one lane of traffic in each direction is to be maintained at all times.

16.5 Project 894005

Milling (by other contractor) is to precede the paving. The (VPP) contractor is to coordinate with the (other) Milling contractor to assure timely placement of the pavement materials, following the milling. The VPP contractor will notify the Resident Engineer of their schedule, at least one month in advance of commencement of work. Following which, the Resident Engineer will arrange a meeting with the VPP contractor and the Milling contractor as well as NYSDOT.

Contractor is cautioned of the Tappan Zee Bridge Construction contract work that will be ongoing in the vicinity of this location. The contractor's work at this location will need coordination with the Tappan Zee Bridge Construction work.

All work is to be performed in the summer period between Monday June 29, 2015 and Thursday September 3, 2015.

There shall be no temporary lane closures permitted between July 3rd and July 6th.

In addition to the above holiday restriction, lane closures will not be permitted 2:30 P.M. through 9:30 A.M. Monday-Friday; and 2:00 P.M. through 6:00 AM (Sat & Sun.)

During the hours of 9:30 A.M. and 2:30 P.M. (M – F); & 6:00 A.M. and 2:00 P.M. (Sat & Sun,) two lane closure is permitted. In which hours, one lane of traffic in each direction is to be maintained at all times.

SECTION 17: SUPERPAVE HOT MIX ASPHALT

17.1 Superpave Hot Mix Asphalt Design Criteria

The following are design criteria for SUPERPAVE Hot Mix Asphalt Items for projects contained in this Invitation for Bids (please see the Special Notes – PG Binder and Mix Design Level):

Project Number	Item	80kN EAL's	Aggregate Size	PG Binder
1V1521	402.096202	<30.0 Mil	9.5	PG 64S-22
1V1531	402.096202	<30.0 Mil	9.5	PG 64S-22
	402.017902	<30.0 Mil	9.5	PG 64S-22
1V1532	402.097202	<30.0 Mil	9.5	PG 64S-22
1V1533	402.06820218	<30.0 Mil	6.3	PG 64V-22
	402.058902	N/A	Type 5 Shim	PG 64S-22
1V1541	402.096302	<30.0 Mil	9.5	PG 64S-22
	402.058902	N/A	Type 5 Shim	PG 64S-22
1V1571	402.096302	<30.0 Mil	9.5	PG 64S-22
	402.058902	N/A	Type 5 Shim	PG 64S-22
1V1581	402.096202	<30.0 Mil	9.5	PG 64S-22
	402.058902	N/A	Type 5 Shim	PG 64S-22
2V1521	402.06820218	<30.0 Mil	6.3	PG 64V-22
	402.058902	N/A	Type 5 Shim	PG 64S-22
2V1531	402.06820218	<30.0 Mil	6.3	PG 64V-22
	402.058902	N/A	Type 5 Shim	PG 64S-22
2V1561	402.096202	<30.0 Mil	9.5	PG 64V-22
	402.017902	<30.0 Mil	19.0	PG 64V-22
2V1571	402.096202	<30.0 Mil	9.5	PG 64V-22
	402.017902	<30.0 Mil	19.0	PG 64V-22
360325	402.096202	<30.0 Mil	9.5	PG 64S-22
360326	402.096302	<30.0 Mil	9.5	PG 64S-22
	402.018902	<30.0 Mil	9.5	PG 64S-22
360327	402.096302	<30.0 Mil	9.5	PG 64S-22
360329	402.096302	<30.0 Mil	9.5	PG 64S-22
360331	402.096302	<30.0 Mil	9.5	PG 64S-22
360332	402.126302	<30.0 Mil	12.5	PG 64S-22
	402.018902	<30.0 Mil	9.5	PG 64S-22
360333	402.096302	<30.0 Mil	9.5	PG 64S-22
360334	402.096302	<30.0 Mil	9.5	PG 64S-22
	402.018902	<30.0 Mil	9.5	PG 64S-22
360335	402.097302	<30.0 Mil	9.5	PG 64S-22
360336	402.096202	<30.0 Mil	9.5	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
402063	402.06820218	<30.0 Mil	6.3	PG 64V-22
402064	402.06820218	<30.0 Mil	6.3	PG 64V-22
403341	402.06820218	<30.0 Mil	6.3	PG 64V-22
444113	402.06820218	<30.0 Mil	6.3	PG 64V-22
5V1512	402.096202	<30.0 Mil	9.5	PG 64V-22
5V1513	402.096202	<30.0 Mil	9.5	PG 64V-22
5V1522	402.096202	<30.0 Mil	9.5	PG 64V-22
5V1523	402.06820218	<30.0 Mil	6.3	PG64V-22
5V1525	402.096202	<30.0 Mil	6.3	PG64V-22
5V1532	402.06820218	<30.0 Mil	6.3	PG 64V-22
5V1533	402.06820218	<30.0 Mil	6.3	PG 64V-22
5V1542	402.06820218	<30.0 Mil	6.3	PG 64V-22

Project Number	Item	80kN EAL's	Aggregate Size	PG Binder
5V1543	402.06820218	<30.0 Mil	6.3	PG 64V-22
5V1544	402.096202	<0.3 Mil	9.5	PG 64V-22
5V1552	402.06820218	<30.0 Mil	6.3	PG 64V-22
5V1553	402.06820218	<30.0 Mil	6.3	PG 64V-22
6V1515	402.06830218	<30.0 Mil	6.3	PG 64V-22
6V1516	402.06830218	<30.0 Mil	6.3	PG 64V-22
6V1525	402.126302	<30.0 Mil	12.5	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
6V1541	402.126302	<30.0 Mil	12.5	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
7V1511	402.06820218	<30.0 Mil	6.3	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
7V1512	402.06830218	<30.0 Mil	6.3	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
7V1513	402.06820218	<30.0 Mil	6.3	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
7V1514	402.06830218	<30.0 Mil	6.3	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
7V1515	402.06830218	<30.0 Mil	6.3	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
7V1516	402.06830218	<30.0 Mil	6.3	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
7V1517	402.06830218	<30.0 Mil	6.3	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
7V1518	402.06830218	<30.0 Mil	6.3	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
7V1521	402.126302	<30.0 Mil	12.5	PG 64S-22
7V1522	402.126302	<30.0 Mil	12.5	PG 64S-22
	402.018902	<30.0 Mil	9.5	PG 64S-22
7V1523	402.06830218	<30.0 Mil	6.3	PG 64V-22
7V1524	402.126302	<30.0 Mil	12.5	PG 64S-22
7V1525	402.06820218	<30.0 Mil	6.3	PG 64V-22
7V1530	402.096202	<30.0 Mil	9.5	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
7V1531	402.06820218	<30.0 Mil	6.3	PG 64V-22
7V1532	402.096302	<30.0 Mil	9.5	PG 64S-22
7V1533	402.06830218	<30.0 Mil	6.3	PG 64V-22
7V1541	402.096302	<30.0 Mil	9.5	PG 64S-22
7V1542	402.096302	<30.0 Mil	9.5	PG 64S-22
7V1543	402.096302	<30.0 Mil	9.5	PG 64S-22
7V1551	402.096302	<30.0 Mil	9.5	PG 64S-22
	402.018902	<30.0 Mil	9.5	PG 64S-22
7V1552	402.096302	<30.0 Mil	9.5	PG 64S-22
	402.018902	<30.0 Mil	9.5	PG 64S-22
7V1553	402.096302	<30.0 Mil	9.5	PG 64S-22
	402.018902	<30.0 Mil	9.5	PG 64S-22
7V1554	402.06830218	<30.0 Mil	6.3	PG 64V-22
	402.018902	<30.0 Mil	9.5	PG 64V-22
7V1555	402.097302	<30.0 Mil	9.5	PG 64V-22
814001	402.126102	<30.0 Mil	12.5	PG 64H-22
814002	402.126102	<30.0 Mil	12.5	PG 64H-22
814003	402.126102	<30.0 Mil	12.5	PG 64H-22
834001	402.06810218	<30.0 Mil	6.3	PG 64E-22

Project Number	Item	80kN EAL's	Aggregate Size	PG Binder
894001	402.126102	<30.0 Mil	12.5	PG 64H-22
894002	402.126102	<30.0 Mil	12.5	PG 64H-22
894003	402.126102	<30.0 Mil	12.5	PG 64H-22
894004	402.126102	<30.0 Mil	12.5	PG 64H-22
894005	402.126102	<30.0 Mil	12.5	PG 64H-22
911130	402.096302	<30.0 Mil	9.5	PG 64S-22
911131	402.096302	<30.0 Mil	9.5	PG 64S-22
912060	402.097302	<30.0 Mil	9.5	PG 64S-22
930717	402.096302	<30.0 Mil	9.5	PG 64S-22

17.2 Project Dimensions

Project Number	Items	Resurfacing Depth (in)	Travel Lanes Width (ft.) (total)	Lane Width (ft.) (one lane)	Shoulder Width (ft.) (one shldr)	Number Lanes
1V1521	402.096202	2.00	24-36	12	10-15	2-3
1V1531	402.096202	1.50	48	12	10 & 4	4
	402.017902	1.00 & Varies	48	12	10 & 4	4
1V1532	402.097202	2.00	22	11	3	2
1V1533	402.06820218	0.75	22	11	6	2
	402.058902	0.50	22	11		
1V1541	402.096302	1.50	24	12	8	2
	402.058902	0.50	24	12		2
1V1571	402.096302	1.50	22	11	3	2
	402.058902	0.50	22	11		2
1V1581	402.096202	1.50	24	12	8 & Varies to 10	2
	402.058902	0.50	24	12	8 & Varies to 10	2
2V1521	402.06820218	1.00	22-24	11-12	6-9 Varies	2
	402.058902	0.50	22-24	11-12	1	2
2V1531	402.06820218	1.00	22	11	5 - 9 Varies	2
	402.058902	0.50	22	11	6	2
2V1561	402.096202	2.00	22	11	4 - 5 Varies	2
	402.017902	1.50	22	11	4 - 5 Varies	2
2V1571	402.096202	2.00	22	11	4 - 8 Varies	2
	402.017902	1.50	22	11	4 - 8 Varies	2
360325	402.096202	1.50	24	12	10	2
360326	402.096302	1.50	24-48	12	0-10	2
	402.018902	0.75	24-48	12	0-10	2
360327	402.096302	1.50	24	12	10	2
360329	402.096302	1.50	22	11	6-8	2
360331	402.096302	1.50	20	10	5	2
360332	402.126302	1.50	20-40	10-12	6-8	2
	402.018902	0.75	20-40	10-12	6-8	2
360333	402.096302	1.50	24	12	10	2
360334	402.096302	1.50	22	11	4	2
	402.018902	0.75	22	11	4	2
360335	402.097302	1.50	24	12	4-10	2
360336	402.096202	1.50	30	15	8	2
	402.018902	Varies	30	15	8	2
402063	402.06820218	0.75	24	12	6	2
402064	402.06820218	0.75	22	11	7	2
403341	402.06820218	0.75	24	12	10	2
444113	402.06820218	0.75	24	12	6	2
5V1512	402.096202	1.50	23	11-12	5	2
5V1513	402.096202	1.50	20	10	5	2
5V1522	402.096202	1.50	22-24	11-12	5-8	2-3
5V1523	402.0682022	0.75	22-24	11-12	5-10	2-3
5V1525	402.096202	1.50	20-22	10-11	4-6	2
5V1532	402.06820218	1.00	24	12	8	2
5V1533	402.06820218	0.75	60-72	11-12	0-5	5-6
5V1542	402.06820218	0.75	40-48	10-12	4-8	4
	402.06820218	0.75	23	11.5	5	2
5V1543	402.06820218	0.75	59-83	12-13.5	0-5	5-7
5V1544	402.096202	1.50	22	11	1.5	2
5V1552	402.06820218	0.75	43-54	11	5-8	4-5

Project Number	Items	Resurfacing Depth (in)	Travel Lanes Width (ft.) (total)	Lane Width (ft.) (one lane)	Shoulder Width (ft.) (one shldr)	Number Lanes
5V1553	402.06820218	0.75	24-48/direction	12	0	2-4/direction
6V1515	402.06830218	1.00	24	12	6.4	2
6V1516	402.06830218	1.00	24	12	5.1	2
6V1525	402.126302	1.50	24	12	6.1	2
	402.018902	0.75	24	12	6.1	2
6V1541	402.126302	2.00	74	12	10.6	4
	402.018902	0.75	74	12	10.6	4
7V1511	402.06820218	0.75	31	15.5	5	2
	402.018902	0.50	31	15.5	5	2
7V1512	402.06830218	0.75	22	11	6	2
	402.018902	0.50	22	11	6	2
7V1513	402.06820218	0.75	24-48	12	12	2-4
	402.018902	0.50	24-48	12	12	2-4
7V1514	402.06830218	0.75	22	11	6	2
	402.018902	0.50	22	11	6	2
7V1515	402.06830218	0.75	22	11	8	2
	402.018902	0.50	22	11	8	2
7V1516	402.06830218	0.75	22	11	8	2
	402.018902	0.50	22	11	8	2
7V1517	402.06830218	0.75	24	12	8	2
	402.018902	0.50	24	12	8	2
7V1518	402.06830218	0.75	24	12	8	2
	402.018902	0.50	24	12	8	2
7V1521	402.126302	1.50	24-40	12-20	5	2
7V1522	402.126302	1.50	24	12	5-8	2
	402.018902	0.50	24	12	5-8	2
7V1523	402.06830218	0.75	22-24	11-12	3-5	2
7V1524	402.126302	1.50	24	12	7	2
7V1525	402.06820218	0.75	24	12	8	2
7V1530	402.096202	1.50	24-52	12-26	8-10	2
	402.018902	0.50	24-52	12-26	8-10	2
7V1531	402.06820218	1.00	48	12	4-8	4
7V1532	402.096302	1.50	25-26	12.5-13	0	2
7V1533	402.06830218	1.00	24	12	8	2
7V1541	402.096302	1.50	24	12	4-8	2
7V1542	402.096302	1.50	24	12	8	2
7V1543	402.096302	1.50	22	11	6-7	2
7V1551	402.096302	1.50	24	12	6.5-11	2
	402.018902	0.50	24	12	6.5-11	2
7V1552	402.096302	1.50	24	12	8-10	2
	402.018902	0.50	24	12	8-10	2
7V1553	402.096302	1.50	24	12	8-10	2
	402.018902	0.50	24	12	8-10	2
7V1554	402.06830218	1.00	24	12	8-12	2
	402.018902	0.50	24	12	8-12	2
7V1555	402.097302	1.50	24	12	6-14	2
814001	402.126102	1.50	24	12	4	2
814002	402.126102	1.50	24	12	4	2
814003	402.126102	1.50	24	12	4	2
834001	402.06810218	0.75	20	10	4	2
894001	402.126102	1.50	20	10	3	2
894002	402.126102	1.50	20	10	2	2

Project Number	Items	Resurfacing Depth (in)	Travel Lanes Width (ft.) (total)	Lane Width (ft.) (one lane)	Shoulder Width (ft.) (one shldr)	Number Lanes
894003	402.126102	2.00	48	12	2	4
894004	402.126102	1.50	48	12	2	4
894005	402.126102	1.50	35	12	2	2
911130	402.096302	1.50	24-36	12	4-10	2-3
911131	402.096302	1.50	48	12	2 LT/5 RT	4
912060	402.097302	1.50	22-36	11-12	2-10	2-3
930717	402.096302	1.50	22	11	6	2

17.3 Rebates Table

Project Number	Rebate Location	Rebate Width (ft.)
1V1521	No Rebate Required	
1V1531	Beginning of Job	76
	End of Job	76
	Ross Ruland East and West	300
	Silver Sper East and West	300
	Rte. 23 B east and West	300
1V1532	No Rebate Required	
1V1533	Hill street	60
	Gutter	100
	Highland Rd.	75
	West Rd.	100
	King Hill Rd.	100
	Surprize Result Rd.	100
	King Hill Rd.	100
	Tranquility Rd.	100
	Sugar Loaf Rd.	100
	CR 45	100
	Potic Cr. Rd.	100
	Gutter	500
	Gutter	100
	Old Plank Rd.	100
	Bronk Lake Rd.	100
	Van Riper Rd.	120
	Bronk Mill Rd.	100
	Bronk Mill Rd.	100
	Lovecky Rd.	100
	CR 26A	100
	Gutter	150
	Highland Rd.	75
	Scutt Rd.	100
	Willow Brook Rd.	100
	Eagel West Rd.	100
	Peat Beds Rd.	100
	Honey Hollow Rd.	100
	CR 45	100
	CR 45	100
	Gutter	250
	CR 51	130
	Unnamed Road	100
VanDenBurg Rd.	100	
Unnamed Road	150	
CR 26	150	
1V1541	RM 22 1407 1094	40
	RM 22 1407 1184	40
	Moses Rd.	45

Project Number	Rebate Location	Rebate Width (ft.)
1V1541 (Cont'd)	Hewitt Rd.	42
	Hewitt Rd.	47
	Coon Brook Rd.	50
	Coon Brook Rd.	50
	Brimmer Bridge Rd.	64
	Brimmer Farm Rd.	33
	Old Route 22	71
	Old Route 22	50
	Dale Rd.	50
	Satterlee Hollow Rd.	50
	School Bus Ln.	57
	North Main St.	75
	Elm St.	57
	Elm St.	70
	Park Ave.	55
	Park Ave.	73
	South Main St.	50
	Southeast Hollow Rd.	50
	Lanphier Ln.	35
	Greenes Brook Rd.	58
Sand Bank Rd.	72	
Browns Hollow Road	39	
Cherry Plain Square	70	
1V1571	RM 1000 Begin	28
	RM 1080 Persons Road	30
	RM 1084 Persons Road	30
	RM 1088 End	28
1V1581	RM 40-18021026	40
	Wood Road	30
	Scott Road	30
	Wrights Road	30
	Meeting House Road	30
	Grove Road	30
	Waite Road	30
	Wells Road	30
	Vly Summit Road	30
	Sarles Ferry Road	30
RM 40-18021055	40	
2V1521	Begin Job (RM 30-2105-1174) (+250')	36
	CR 152 (RM 1176)	55
	CR152 (RM 1193)	125
	CR1 125 (RM 1193)	87
	Pine Ave. (RM1195)	101
	High Rock Rd. & Valero Lot (RM 1195)	145
	McKinley Ave. (RM 1196)	66
	920H Bridge over Sacandaga R. (See Special Notes.)	35
	Northville Boat Launch (RM 1206)	41

Project Number	Rebate Location	Rebate Width (ft.)
2V1521 (Cont'd)	CR 130 (RM 1207 +250')	79
	CR 130 - Gifford Valley Rd. (RM1211)	71
	CR 6A - Townbarn Rd. (RM 30-2206-1001)	77
	CR 6A - Townbarn Rd. (RM 1004 +300')	104
	Cole Rd. (RM 1004 +400')	84
	Theurer Rd. (RM 1005 +100')	63
	Benson Rd. (RM 1007 +300')	85
	Old Northville Rd. (RM 1016)	53
	End of Job (RM 1029 +200')	33
2V1531	RM 5S-2302-1417 (Begin Project)	54
	Putts Hill Rd. (RM1127 -150')	46
	S. Washington St. (RM 1128)	115
	Manion Heights (RM 1130 -100')	52
	Summitt St. (RM 1130)	128
	Plantation Rd. (CR 212A)(RM 1141 +250')	43
	Kidney Rd. (RM1143)	155
	Rte. 5 S over I90 (RM 1146)	2 at 47'
	Griffin Rd. (RM 1146)	57
	Kanzog Rd. (RM 1153)	75
	Rte. 5S over I90 (RM 1157)	2 at 50'
	Lock 18 Entrance (RM 1159 -50')	19
	Casler Rd. (RM 1162 +150')	58
	Casler Rd. (RM 1165)	48
	Sandy Lane Rd. (RM1166)	92
	Stegich Rd. (RM 1168 -200')	23
Sandy Lane Rd. (RM 1178)	78	
Sunset View Rd. (RM 1180 -150')	54	
RM 5S-2302-1150 -50' - (End Project)		
2V1561	RM 1199 (-100') (Begin Project)	34
	RM 1206 (End Project)	34
	RM 1247 (-140') (Begin Project)	30
	Tamarack Rd. (RM 1247)	50
	Maple Rd. (RM 1248)	110
	Willow Dr. (RM 1250 -200')	42
	Alder Rd. (RM 1251)	43
	RM 1289 (End Project)	32
2V1571	RM 1056 (+100) (Begin Project)	34
	Wickwire Rd. (RM 1058)	30
	Green Rd. (RM 1060)	32
	Wratten Rd. (RM 1067)	70
	Fitch Rd. (RM 1076)	36
	Faulkner Rd. (RM 1083)	30
	Sweet Rd. (RM 1095)	33
	Main St. (RM 1098)	30
	Swamp Rd. (RM 1098)	24
	RM 1103 (End Project)	38

Project Number	Rebate Location	Rebate Width (ft.)
360325	RM 34 3105-3000	44
	RM 34 3105-3061	44
360326	RM 11 3202-1000	32
	RM 11 3202-1059	32
360327	RM 69 3401-1074	44
	RM 69 3401-1122	44
360329	RM 13 3204-3112	36
	RM 13 3204-3180	36
360331	RM 38 3140-3000	44
	RM 38 3140-3062	44
360332	RM 38 3603-1126	36
	RM 38 3603-1139	36
360333	RM 11 3404-1180	44
	RM 11 3404-1220	44
360334	RM 90 3202-3016	30
	RM 90 3202-3064	30
360335	RM 104A 3102-1000	44
	RM 104A 3102-1010	32
360336	RM 5 3506-1108	45
	RM 5 3506-1144	45
402063	RM 20A 42031106	40
	Country Club Rd.	72
	North Rd. (North side)	68
	North Rd. (South side)	58
	Pole Bridge Rd.	98
	I390 SB off Rmap	80
	I390 SB On Ramp	92
	I390NB Off Rmap	90
	390 NB On Ramp	118
	Bridge over I390	2 at 66
	Lakeville Groveland Road	90
	RM 20A 4203 1146	40
402064	RM 20A 4602 1000	44
	Folsome Rd.	116
	Dutch Hollow Rd.	105
	Burrough Rd.	75
	N. Sheldon Rd.	140
	Rte. 77	2 at 120
	Manley Rd.	68
	Humphrey Rd.	98
	Vogel Rd.	52
	French Rd.	60
	Maxon Rd.	2 at 76
	Old State Rte. 20A	84
	Old State Rte. 20A	68
	bridge deck RM 1079	44

Project Number	Rebate Location	Rebate Width (ft.)
403341	RM 33 4102 1093	44
	Hopkins Rd.	68
	Upton Rd.	91
	Wortendyke Rd.	2 at 106
	Lovers Lane Rd.	88
	Donahue Rd.	102
	Treadeary Ave	72
	RM 33 4102 1133	44
444113	RM 441 3702 1000	44
	Gananda Parkway slip ramp	128
	Gananda Parkway	65
	Farmview Drive	72
	Farmview Drive	66
	Stalker Rd.	106
	West Walworth Rd.	82
	West Walworth slip ramp SB	84
	West Walworth Rd.	56
	West Walworth NB slip ramp	84
	Canandaigua Rd.	2 at 106
	Baker Rd.	94
	Downs Rd.	102
441 3702 1042	44	
5V1512	No Rebates Required	
5V1513	South Project Limit	30
	Pierce Run Road	85
	Bone Run Road	110
	Sawmill Run Road	60
	State Line Road	60
	North Project Limit	30
5V1522	No Rebates Required	
5V1523	RM 17 5201 1126	34
	RM 17 5201 1171	42
5V1525	RM 83 5201 1096	34
	Aldrich Hill Rd.	60
	Zahm Rd.	80
	Wentworth Rd.	60
	Putman Rd.	60
	RM 83 5201 1158	34
5V1532	BIN 1030310 (south project limit)	50
	Dodge Rd.	60
	Stahley Rd.	80
	Smith Rd.	100
	Lapp Rd.	55
	Wolcott Rd.	75
	Dockside Pkwy	60
	North Project Limit	40

Project Number	Rebate Location	Rebate Width (ft.)
5V1533	West Project Limit Youngs Rd. East Project Limit	60 2 at 115 72
5V1542	West Project Limit Amsdell Rd. Rogers Rd. Hoover Rd. Big Tree Rd. East Project Limit (East of Big Tree Rd.) South Project Limit at NY 75	48 105 115 70 100 64 90
5V1543	West Project Limit Access Ramps at NY 400 Bullis Rd. Seneca Creek Main St BIN 1015540 (south approach) Rebate at north side of NY 354 BIN 1015550 (east project limit)	65 8 at 28 165 115 105 69 63 63
5V1544	South Project Limit West Leg at Mackinaw Rd. at Eaton Rd. North Project Limit Hurd Rd. at Perrysberg Town Line	25 30 25 20
5V1552	South Project Limit LaSalle Expressway EB off ramp LaSalle Expressway WB on ramp (south) LaSalle Expressway WB on ramp (north) Colvin Blvd Ext/ Lancelot Dr Cayuga Dr Ext North Project Limit	170 100 50 80 2 at 80 2 at 140 64
5V1553	South Project Limit (roundabout) Ferry Rd. (approx. 540' from CL of Ref Rte. 957B) Bush Rd. (approx. 500' from CL of Ref Rte. 957B) Fix Rd. (approx. 500' from CL of Ref Rte. 957B) Broadway (approx. 140' from CL of Ref Rte. 957B) Love Rd. (approx. 500' from CL of Ref Rte. 957B) North Project Limit (NB ramp to NY 324) North Project Limit (NB ramp to I-190 SB) North Project Limit (Ramp from NY 324 SB)	2 at 65 2 at 25 2 at 25 2 at 30 2 at 48 2 at 40 24 24 40
6V1515	243-6102-1033 project begin BIN 1042840 RM 243-6102-1042 BIN 1042850 RM 243-6102-1053 243-6102-1100 project end	37 2 at 37 2 at 36 135
6V1516	17-6103-1306 project begin BIN 1012520 RM 17-6103-1305 BIN 1012530 RM 17-6103-1335 17-6103-1348 project end	36 2 at 36 2 at 33 32

Project Number	Rebate Location	Rebate Width (ft.)
6V1525	14-6201-3088 project begin	41
	14-6201-3157 project end	33
6V1541	No Rebates Required	
7V1511	RM 1089 - Project Termini	58
	RM 1099 - Banker Rd.	50
	RM 1102 - Pine Brook Dr.	50
	RM 1103 - Barcomb Rd.	50
	RM 1105 - Val Haven Dr.	50
	RM 1106 - Lombard Lane	50
	RM 1106 - Fairground Rd.	50
	RM 1107 - Sheila Ave.	50
	RM 1107 - Westland Ave.	50
	RM 1109 - Chantecler Ct.	50
RM 1109 - Project Termini	58	
7V1512	RM 1004 - Project Termini	48
	RM 1013 - June Dr.	50
	RM 1009 - Basket Ave.	50
	RM 1014 - Project Termini	48
7V1513	RM 1255 - Project Termini	68
	RM 1255 - Rte. 3 Off Ramp	70
	RM 1255 - Rte. 3 On Ramp	70
	RM 1264 - Akey Rd.	2 at 70
	RM 1273 - Reservoir Rd.	70
	RM 1277 - Baker Rd.	70
	RM 1281 - Rand Hill Rd.	2 at 70
	RM 1285 - Bradford Rd.	2 at 70
	RM 1275 - Banker Rd.	2 at 70
	RM 1297 - Military Turnpike	2 at 70
	RM 1328 - Wallace Hill Rd.	2 at 70
	RM 1331 - Wallace Hill Rd. Eastern Ext.	70
RM 1331 - Project Termini	68	
7V1514	RM 1000 - Project Termini	48
	RM 1001 - Honey Mooers Rd.	50
	RM 1006 - LaPierre Rd.	50
	RM 1012 - Rapid Rd.	50
	RM 1015 - E Street	50
	RM 1017 - Lake Shore Rd.	50
	RM 1019 - Mason Rd.	50
	RM 1019 - Berchard Rd.	50
	RM 1019 - Burliss Rd.	50
	RM 1020 - Bechard Rd.	50
	RM 1024 - Hayford Rd.	50
RM 1026 - Project Termini	48	
7V1515	RM 1000 - Project Termini	54
	RM 1005 - School Entrance	3 at 50
	RM 1006 - Prospect St.	2 at 50
	RM 1020 - Customs Booths	50

Project Number	Rebate Location	Rebate Width (ft.)
7V1515 (Cont'd)	RM 1020 - Canadian Border	50
	RM 1026 - Project Termini	54
7V1516	RM 3013 - Project Termini	54
	RM 3026 - Calkins Rd.	50
	RM 3029 - Grigware Rd.	50
	RM 3032 - Hobbs Rd.	50
	RM 3035 - Monty Rd.	50
	RM 3038 - Stafford Dr.	50
	RM 3040 - Deyo Rd.	50
	RM 3043 - Project Termini	54
7V1517	RM 1000 - Project Termini	56
	RM 1013 - Chasm Entrance	2 at 50
	RM 1002 - Rte. 373	2 at 50
	RM 1009 - Boathouse Rd.	50
	RM 1011 - Giddings Rd.	50
	RM 1007 - Plains Rd.	50
	RM 1008 - Deep Well Way	50
	RM 1009 - Sunlea Village Dr.	50
	RM 1014 - Jabez Allen Rd.	50
	RM 1019 - Caristrap Rd.	50
	RM 1026 - Bear Swamp Rd.	50
RM 1027 - Project Termini	56	
7V1518	RM 1012 - Project Termini	56
	RM 1015 - Telegraph Rd.	2 at 50
	RM 1024 - Fuller Rd.	2 at 50
	RM 1038 - Jabez Allen Rd.	50
	RM 1039 - Project Termini	50
7V1521	RM 1100 - Project Termini	50
	RM 1154 - Bridge Deck	2 at 50
	RM 1171 - Project Termini	50
7V1522	RM 1081 - Project Termini	56
	RM 1086 - RR Crossing	2 at 56
	RM 1133 - Project Termini	56
7V1523	RM 1085 - Project Termini	45
	RM 1106 - Project Termini	45
7V1524	RM 1475 - Project Termini	55
	RM 1496 - Project Termini	55
7V1525	RM 1047 - Project Termini	55
	RM 1059 - Project Termini	55
7V1530	RM 1018 - Project Termini	62
	RM 1022 - Allen Rd.	40
	RM 1026.5 - Cheever Rd.	40
	RM 1030.5 - Hinds Rd.	40
	RM 1030.5 - S. Nellis Rd.	40
	RM 1036.5 - Bush Rd.	40
	RM 1036.5 - Goulds Corners Rd.	40
	RM 1040.5 - Goldern Rd.	40

Project Number	Rebate Location	Rebate Width (ft.)
7V1530 (Cont'd)	RM 1042 - Eagle Ridge	40
	RM 1044.5 - Indian River Dr.	40
	RM 1048 - Jewett Place	40
	RM 1051 - Project Termini	62
7V1331	RM 1330 - Project Termini (NB & SB)	2 at 68
	RM 1385 - Project Termini (NB & SB)	2 at 68
7V1332	RM 2159 - Project Termini	40
	RM 2162 - Empire Rd.	40
	RM 2163.5 - Old Swamp Rd.	40
	RM 2174.5 - Co.Rd. 57	40
	RM 2184.5 - Fox Creek Rd.	40
	RM 2196 - Bedford Corners Rd.	40
	RM 2197.5 - Burnt Rock Rd.	40
	RM 2201 - Bates Rd.	40
	RM 2206.5 - Huff Rd.	40
	RM 2209 - Co. Rd. 4	40
	RM 2222.5 - Favret Rd.	40
	RM 2224 - Deerlick Rd.	40
	RM 2228 - Grant Rd.	40
	RM 2230.5 - James St.	40
RM 2232 - Project Termini	40	
7V1533	No Rebates Required	
7V1541	RM 1003 - Project Termini	56
	RM 1004 - Adkinson Rd.	75
	RM 1006 - Garrison Rd.	70
	RM 1008 - Co. Rd. 26	60
	RM 1011 - Oswegatchie Bridge	40
	RM 1011 - Oswegatchie Bridge	40
	RM 1012 - Unnamed Rd.	80
	RM 1014 - Stone Rd.	85
	RM 1014 - Handsflat Rd.	85
	RM 1028 - Osbourne Rd.	125
	RM 1028 - Osbourne Rd.	50
	RM 1028 - Osbourne Rd.	50
	RM 1029 - Alpine Rd.	100
	RM 1050 - Pinner Rd.	65
	RM 1050 - Pinner Rd.	40
	RM 1054 - Orebed Rd.	60
	RM 1054 - Orebed Rd.	40
	RM 1060 - Steeter Rd.	40
	RM 1065 - California Rd.	60
RM 1071 - Bressett Rd.	85	
RM 1080 - Whitford Rd.	70	
RM 1083 - Project Termini	56	
7V1542	RM 3172 - Project Termini	56
	RM 3192 - Hewitt Circle	50
	RM 3192 - Hewitt Circle	60

Project Number	Rebate Location	Rebate Width (ft.)
7V1542 (Cont'd)	RM 3201 - Avery Rd./Co. Rd. 46 RM 3203 - Co. Rd. 3A RM 3203 - Project Termini	80 125 56
7V1543	RM 1000 - Project Termini RM 1010 - Old State Rd. RM 1010 - Old State Rd. RM 1016 - Old State Rd. RM 1018 - Co. Rd. 194 RM 1018 - Seven By Nine Rd. RM 1020- Project Termini	50 65 70 60 110 80 50
7V1551	RM 1280 - Project Termini RM 1295 - Old Northener Rd. RM 1303 - Co. Rte. 17 RM 1317 - Old Canton Rd. RM 1337 - CR 16/McAdoo Rd. RM 1337 - Project Termini	90 85 75 75 2 at 75 44
7V1552	No rebates Required	
7V1553	No rebates Required	
7V1554	RM 1260 - Project Termini RM 1329 - Tooley Pond Rd. RM 1337 - Mill St. RM 1339 - Pennsylvania Rd. RM 1342 - Project Termini	48 85 75 75 40
814001	No Rebate Required	
814002	No Rebate Required	
814003	No Rebate Required	
834001	9D 84021020 Begin 9D84021065 End Route 403 Intersection	30 30 180
894001	No Rebate Required	
894002	No Rebate Required	
894003	No Rebate Required	
894004	No Rebate Required	
894005	No Rebate Required	
911130	RM 20-9415-1000 (Begin) RM 1003; CR 55 Lt. RM 1007; Skinner Rd. Lt. RM 1007; Skinner Rd. Rt. RM 1020; CR 24 Rt. RM 1033; Mower Rd. Rt. RM 1033; Dugan Rd. Lt. RM 1040; Cross Rd. Lt. RM 1048; Brighton Rd. Lt. RM 1048; Brighton Rd. Rt. RM 20-9415-1063 (End)	36 96 40 42 76 36 46 38 36 42 36

Project Number	Rebate Location	Rebate Width (ft.)
911131	EB RM 20-9417-1083 (Begin)	42
	EB RM 1092; Parking Area Ramp	22
	EB RM 1094; Parking Area Ramp	22
	EB RM 1108; CR 54	62
	EB RM 20-9417-1125 (End)	31
	WB RM 20-9417-1125 (Begin)	31
	WB RM 1094; Parking Area Ramp	22
	WB RM 1092; Parking Area Ramp	22
	WB RM 1084; SR 166 off/on ramp	70
	WB RM 20-9417-1084 (End)	42
912060	RM 51-9402-1114 (Begin)	30
	RM 23-9402-1076	78
	RM 51-9402-1124 (End)	28
	RM 23-9402-1084 (End)	40
	Others by DOT	
930717	RM 7-9403-1157 (Begin)	34
	RM 1158; Secor Rd. Lt.	58
	RM 1163; Calder Hill Rd. Lt.	38
	RM 1182; Mill Creek Rd. Lt.	52
	RM 1195; Pony Farm Rd. Rt.	56
	RM 1196; CR 9 Lt.	58
	RM 1197; Bridge Begin	34
	RM 1197; Bridge End	34
RM 7-9403-1199 (End)	34	

SECTION 18: CONTRACT PERFORMANCE REPORT

State of New York
 Office of General Services
 Procurement Services
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 email (customer.services@ogs.ny.gov) or by mail to:

OGS – PROCUREMENT SERVICES
 Customer Services, 38th Floor
 Corning Tower - Empire State Plaza
 Albany, New York 12242
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