

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 31505 – LIQUID BITUMINOUS MATERIALS (CRACK SEALER – 1st Letting) (2011 DOT Specific Projects) (Federal & State Funds) Classification Code: 30
Award Number	:	22361
Contract Period	:	July 12, 2011 through December 31, 2012
Bid Opening Date	:	May 26, 2011
Date of Issue	:	July 12, 2011
Specification Reference	:	As Incorporated In The Invitation for Bids and SPEC-919 dated September 27, 2010
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	
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**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

Crack sealers are hot poured liquid bituminous materials (rubberized asphalt) used to seal cracks in the surface of highway pavements.

PR # 22361

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FEIN</u>
PC65562 SB	BOTHAR CONSTRUCTION, LLC 170 East Service Road Binghamton, NY 13901 <i>Open Mon-Fri 7:00 AM to 5:00 PM</i>	607/723-5012 James E. O'Brien Jr. Fax: 607/723-4982 E-mail: jimjr@botharconst.com Web Site: www.botharconst.com	161570429
PC65563	MIDLAND ASPHALT MATERIALS INC. 640 Young Street Tonawanda, NY 14150 <i>Open Mon-Fri 7:00 AM to 5:00 PM</i>	716/692-0730 Ext. 4418 Tim McNally Fax: 716/692-0613 E-mail: tmcnally@midlandasphalt.com Web Site: midlandasphalt.com	260038619
PC65564	SUIT-KOTE CORPORATION 1911 Lorings Crossing Rd Cortland, NY 13045 <i>Open Mon-Sat 7:00 AM to 5:00 PM</i>	800/622-5636 607/753-1100 Mike Murphy Fax: 607/758-9760 E-mail: mmurphy@suit-kote.com Web Site: www.suit-kote.com	161177189
PC65565	VESTAL ASPHALT, INC. 201 Stage Road Vestal, NY 13850 <i>Open Mon-Fri 8:00 AM to 5:00 PM</i>	800/837-8253 607/785-3393 Ext. 312 Bill King Fax: 607/785-3396 E-mail: bking@vestalaspalt.com Web Site: www.vestalaspalt.com	161201418

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

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See "Contract Payments" and "Electronic Payments" in this document.)

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

(continued)

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).\

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

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

a. Equal Employment Opportunity Requirements

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

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

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

DEBRIEFING:

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

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PRICE:

General -

Appendix B, General Specifications Section 24 - Pricing is modified as noted in this “PRICE” clause.

Price is net per gallon, furnished, delivered, heated, and applied by the contractor at the locations indicated herein. Price calculations, if any, will be calculated on the basis of the material actually furnished. Work Zone Traffic Control (if specified), cleaning of cracks, and disposal of debris is included in the price per gallon of crack sealer.

The contractor is to furnish all necessary labor and equipment to complete the indicated projects except that the State will supervise and control the operation. Permanent pavement striping will be the responsibility of the State upon completion of the crack sealing after the contractor has vacated the project site. The equipment supplied to complete the crack sealing projects shall conform with the specifications included in this Contract Award Notification.

Asphalt Price Adjustments –

- Asphalt price adjustments allowed will be based on the **October 1, 2010 average** of the F.O.B. terminal price per ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of preapproved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.
The October 1, 2010 average is \$489.00.

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 preapproved sources discontinue posting a price for asphalt cement, the base average F.O.B. terminal **price shall not be recalculated.**

- The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the “Adjustment Date”, during the contract period. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month following the adjustment date.
- The unit prices of bituminous materials purchased from any award based on this specification will be subject to adjustment based on the following formula:

Price Adjustment (per gallon)	=	<table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: none;">New Monthly Average FOB Terminal Price</td> <td style="border: none; text-align: center;">-</td> <td style="border: none;">Base Average Terminal Price</td> </tr> <tr> <td colspan="3" style="border: none; text-align: center;">-----</td> </tr> <tr> <td colspan="3" style="border: none; text-align: center;">235</td> </tr> </table>	New Monthly Average FOB Terminal Price	-	Base Average Terminal Price	-----			235			X	Total % Asphalt Plus Petroleum Allowance
New Monthly Average FOB Terminal Price	-	Base Average Terminal Price											

235													

- All asphalt price adjustments will be computed to three decimal places.
- 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 \$0.01 per gallon from the original price. In these instances, prices will revert back to the original prices.
- Asphalt price adjustments will not be allowed for materials which do not have an asphalt cement base.

(continued)

PRICE: (Cont'd)

Asphalt Price Adjustments -(Cont'd)

7. Total % Asphalt Plus Petroleum Allowance - The percentage of total allowable petroleum for each item is as follows:

<u>Material Designation</u>	<u>Asphalt %</u>	<u>Petroleum Allowance</u>	<u>Total % Asphalt Plus Petroleum Allowance</u>
PG 64-22 + Fiber	95	0.2	95.2%
702-0700	100	0.2	100.2%
ASTM D6690 Type II	56	0.2	56.2%
ASTM D6690 Type I	56	0.2	56.2%

Asphalt price adjustments will not be allowed for materials which do not have an asphalt cement base.

EXAMPLE:

Item ASTM D6690 Type II	$\$499.000 = \489.000	
Base Avg. Price = \$489.000	$\frac{\quad}{235}$	X 0.562 = + 0.024 per gallon
New Avg. Price = \$499.000		
Total Allowable Petroleum = 56.2%		

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

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

8. 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.
9. 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.
10. 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.

MATERIALS:

Materials requirements are listed under the DETAILED SPECIFICATIONS elsewhere in this Contract Award Notification.

ESTIMATED QUANTITIES:

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

PAYMENT:

Payment shall be made at contract price per gallon for the actual quantities of crack filler/sealer furnished to and verified by the receiving agency. This determination as to quantities involved in any contract shall be accepted as final and binding upon the Contractor. A delivery slip stating quantities shall accompany each shipment. An invoice shall be sent promptly by the Contractor to the Engineer of the Region placing the order. Measurement shall be based on the volume of crack filler/sealer at a temperature of 60°F. The method to be used for volume corrections shall be the method and coefficients of expansion given in the "Standard Petroleum Tables, A.S.T.M. D1250".

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS:

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
ASPHALT PAVEMENT USING HOT APPLIED SEALANT

<u>OGS</u> <u>Item #</u>	<u>Project No</u>	<u>Location</u>	<u>Estimated</u> <u>Quantity</u> <u>(Gallons)</u>	<u>Price</u> <u>per</u> <u>Gallon</u>	<u>Contractor</u>
1	5V1012	Cattaraugus County Route 280 RM 280 5101/1000-1116 11.6 miles Route 241 RM 241 5101/1000-1069 6.9 miles Route 98 RM 98 5101/1299-1249 5.0 miles Route 243 RM 243 5101/1000-1010 1.0 miles Route 417 RM 219-5101-1127/17-5102-3128 12.6 miles			
OSG ITEM #1	PROJECT 5V1012 - TOTAL QUANTITY		5,500 Gallons	\$15.973	Suit-Kote Corp.

(continued)

CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
ASPHALT PAVEMENT USING HOT APPLIED SEALANT

<u>OGS</u>			<u>Estimated</u>	<u>Price</u>	
<u>Item #</u>	<u>Project No</u>	<u>Location</u>	<u>Quantity</u>	<u>per</u>	<u>Contractor</u>
			<u>(Gallons)</u>	<u>Gallon</u>	
2	5V1021	Chautauqua County Route 60 RM 60 5201/3246-3265 1.87 miles Route 62 RM 62 5101/1000-1069 6.9 miles Route 426 RM 426 5201/1000-1104 10.4 miles Route 952P RM 952P 5201/1000-1065 6.5 miles			
OSG ITEM #2					
PROJECT 5V1021- TOTAL QUANTITY			5,500 Gallons	\$11.850	Midland Asphalt Materials, Inc.

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
ASPHALT PAVEMENT USING HOT APPLIED SEALANT

OGS

<u>Item #</u>	<u>Project No</u>	<u>Location</u>
3	5V1034	Erie County
		Route 5 RM 5 5302/4042-4063 2.1 miles
		Route 5 RM 5 5302/4119-4132 1.3 miles
		Route 20 RM 20 5302/1310-1330 2.0 miles
		Route 20 RM 20 5302/1343-1357 1.4 miles
		Route 20 RM 20 5302/1398-1438 4.0 miles
		Route 62 RM 62 5303/4050-4068 1.8 miles
		Route 240 RM. 240 5301/1302-1311 0.9 miles
		Route 240 RM 240 5301/1376-1378 0.2 miles
		Route 263 RM 263 5301/1000-1007 0.7 miles
		Route 263 RM 263 5301/1046-1062 1.77 miles

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
 CLEANING AND SEALING CRACKS IN HOT MIX
 ASPHALT PAVEMENT USING HOT APPLIED SEALANT

<u>OGS Item #</u>	<u>Project No</u>	<u>Location</u>	<u>Estimated Quantity (Gallons)</u>	<u>Price per Gallon</u>	<u>Contractor</u>
3	5V1034 (Cont'd)	Erie County Route 277 RM 277 5301/1154-1173 1.98 miles Route I-290 RM 290I 5301/1000-1098 <u>eastbound direction only</u> <u>(including ramps)</u> 9.8 miles Route 325 RM 325 5301/1007-1014 0.76 miles Route 950C RM 324 5302/1072-1085 1.51 miles Route 951J RM 951J 5301/1000-1006 0.99 miles Route 951L RM 951L 5301/1001-1004 0.3 miles Route 952Q RM 952Q 5301/1000-1008 0.8 miles Route 952Q RM 952Q 5301/1041-1061 2.0 miles			
OSG ITEM #3 PROJECT 5V1034- TOTAL QUANTITY			9,137 Gallons	\$16.560	Vestal Asphalt, Inc.

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
 CLEANING AND SEALING CRACKS IN HOT MIX
 ASPHALT PAVEMENT USING HOT APPLIED SEALANT

<u>OGS</u>			<u>Estimated</u>	<u>Price</u>	
<u>Item #</u>	<u>Project No</u>	<u>Location</u>	<u>Quantity</u>	<u>per</u>	<u>Contractor</u>
			<u>(Gallons)</u>	<u>Gallon</u>	
6	5V1111	Cattaraugus County Route 219 RM 219 5101/1000-1054 5.4 miles Route 16 RM 16 5101/2021-3059 6.7 miles Route 16 RM 16 5101/3313-3337 2.4 miles Route 62 RM 62 5102/1153-1191 3.8 miles Route 39 RM 39 5102/1000-1025 2.5 miles Route 39 RM 39 5102/1053-1063 1.0 miles			
OSG ITEM #6					
PROJECT 5V1111- TOTAL QUANTITY			7,500 Gallons	\$11.460	Midland Asphalt Materials, Inc.

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
 CLEANING AND SEALING CRACKS IN HOT MIX
 ASPHALT PAVEMENT USING HOT APPLIED SEALANT

<u>OGS</u> <u>Item #</u>	<u>Project No</u>	<u>Location</u>	<u>Estimated Quantity (Gallons)</u>	<u>Price per Gallon</u>	<u>Contractor</u>
7	5V1121	Chautauqua County Route 20 RM 20 5201/1000-1110 11.0 miles Route 322 RM 322 5201/1000-1015 1.56 miles Route 83 RM 83 5201/1000-1051 5.1 miles Route 62 RM 62 5201/1151-1232 12.8 miles Route 83 RM 83 5201/1160-1219 5.9 miles			
OSG ITEM #7					
PROJECT 5V1121- TOTAL QUANTITY			7,500 Gallons	\$11.520	Midland Asphalt Materials, Inc.

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
ASPHALT PAVEMENT USING HOT APPLIED SEALANT

OGS

<u>Item #</u>	<u>Project No</u>	<u>Location</u>
8	5V1131	North Erie Residency Route 5 RM 5 5302/3038-3039 0.09 miles
		Route 5 Goodell St @ Ellicott St to Ellicott St @Main St 0.1 miles
		Route 5 RM 5 5302/4026-4032 0.58 miles
		Route 5 RM 5 5302/4132-4184 5.22 miles
		Route 33 RM 33 5301/ Ellicott St@ E Tupper-1040 2.81 miles
		Route 33 RM 33 5301/2044-2054 1.03 miles
		Route 62 RM 62 5303/4000-4002 0.25 miles
		Route 78 RM 78 5302/1218-1232 1.34 miles
		Route 78 RM 78 5302/1276-1299 2.24 miles

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
ASPHALT PAVEMENT USING HOT APPLIED SEALANT

OGS

<u>Item #</u>	<u>Project No</u>	<u>Location</u>
8	5V1131 (Cont'd)	North Erie Residency Route 93 RM 93 5302/1000-1050 4.96 miles Route 93 RM 93 5302/1054-1072 1.74 miles Route 198 RM 198 5301/1020-1029 0.91 miles Route 240 RM 240 5301/1321-1338 1.71 miles Route 240 RM 240 5301/1358-1376 1.67 miles Route 263 RM 263 5301/1021-1023 0.23 miles Route 263 RM 263 5301/1040-1047 0.71 miles Route 263 RM 263 5301/1064-1073 0.87 miles Route 266 RM 266 5301/2000-2032 3.13 miles

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
ASPHALT PAVEMENT USING HOT APPLIED SEALANT

OGS

<u>Item #</u>	<u>Project No</u>	<u>Location</u>
8	5V1131 (Cont'd)	North Erie Residency Route 270 RM 270 5301/1000-1037 3.71 miles Route 277 RM 277 5301/1201-1215 1.37 miles Route I-290 (westbound direction & ramps) RM 290I 5301/1000-1098 9.8 miles Route 324 RM 324 5302/1159-1199 3.85 miles Route 384 RM 384 5301/2000-2025 2.45 miles Route 950E (Church St and North & South Division) RM 950E 5302/1000-1005 (Church St. and North & South Div. from Delaware Ave to Elm St.) 0.45 miles Route 952G (Church St.) RM 952G 5301/1000-1002 0.22 miles Route 952Q RM 952Q 5301/1036-1041 0.49 miles Route 952Q RM 952Q 5301/1068-1084 1.62 miles

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
ASPHALT PAVEMENT USING HOT APPLIED SEALANT

OGS			Estimated	Price	
<u>Item #</u>	<u>Project No</u>	<u>Location</u>	<u>Quantity</u>	<u>per</u>	<u>Contractor</u>
			<u>(Gallons)</u>	<u>Gallon</u>	
8	5V1131 (Cont'd)	North Erie Residency Route 952Q RM 952Q 5301/1116-1143 2.61 miles Route 954L (Broadway) Oak St - Bailey Ave (US 62) 2.96 miles Route I-990 RM 990I 5301/1000-1003 (I-990 SB to I-290 EB ramp and I-290 EB to I-190 NB ramp) 0.57 miles Route I-990 RM 990 5301/1054-1056 (I-990 NB off ramp to NY 263) 0.2 miles Route 954F RM 954F I-990 ramps to SUNY campus 0.81 miles Route I-990 ramps 4 ramps at N French 4 ramps at John James Audubon Pkwy 4 ramps at Sweethome Rd (952T) 3.07 miles			

Note: Price for Project 5V1131 does not include Work Zone Traffic Control, which will be provided and performed by NYSDOT forces.

OSG ITEM #8					
PROJECT 5V1131- TOTAL QUANTITY			15,659 Gallons	\$12.760	Vestal Asphalt, Inc.

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
ASPHALT PAVEMENT USING HOT APPLIED SEALANT

OGS

<u>Item #</u>	<u>Project No</u>	<u>Location</u>
9	5V1141	South Erie Residency
		Route 20 RM 20 5302/1222-1245 2.3 miles
		Route 20 RM 20 5302/1307-1310 0.3 miles
		Route 20A RM 20A 5301/1003-1022 1.9 miles
		Route 20A RM 20A 5301/1030-1097 6.7 miles
		Route 20A RM 20A 5301/1136-1183 4.7 miles
		Route 219 RM 219 5312/1030-1069 13.9 miles
		Route 219 RM 219 5312/1215-1275 6.0 miles
		Route 240 RM 240 5301/1089-1230 14.1 miles
		Route 240 RM 240 5301/1257-1277 2.0 miles

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
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 ASPHALT PAVEMENT USING HOT APPLIED SEALANT

<u>OGS</u> <u>Item #</u>	<u>Project No</u>	<u>Location</u>	<u>Estimated Quantity (Gallons)</u>	<u>Price per Gallon</u>	<u>Contractor</u>
9	5V1141 (Cont'd)	South Erie Residency Route 240 RM 240 5301/1285-1291 0.6 miles			
		Route 249 RM 249 5301/1088-1135 4.7 miles			
		Route 391 RM 219 5302/1173-1182 0.9 miles			
		Route 400 RM 400 5301/1110-1167 5.7 miles			
		Route 952J (Armor Duells Rd) RM 952J 5301/1000-1021 2.1 miles			
OSG ITEM #9	PROJECT 5V1141- TOTAL QUANTITY		15,800 Gallons	\$12.130	Midland Asphalt Materials, Inc.

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

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<u>OGS</u>			<u>Estimated</u>	<u>Price</u>	
<u>Item #</u>	<u>Project No</u>	<u>Location</u>	<u>Quantity</u>	<u>per</u>	<u>Contractor</u>
			<u>(Gallons)</u>	<u>Gallon</u>	
10	5V1151	Niagara County Various Routes (See Crack Sealing Table 2 – Page 65) 39.7 miles			
OSG ITEM #10					
PROJECT 5V1151- TOTAL QUANTITY			6,815 Gallons	\$18.850	Bothar Construction, LLC.

<u>OGS</u>					
<u>Item #</u>	<u>Project No</u>	<u>Location</u>			
11	6M1101	Allegany County SR 19 RM 19 6101/1220-1251 3.1 miles SR 417 RM 17 6103/1096-1142 4.6 miles Route I-86 RM 17 6103/2000-2020 2.0 miles Route I-86 RM 17 6103/2152-2195 4.7 miles Route I-86 ramps RM 17 6103/2013-2021 0.8 mile Route I-86 RM 17 6103/2255-2343 8.8 miles			

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
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OGS

<u>Item #</u>	<u>Project No</u>	<u>Location</u>
11	6M1101 (Cont'd)	Allegany County Route I-86 RM 17 6103/2087-2152 6.5 miles SR 19 RM 19 6101/1403-1419 1.6 miles Schuyler County SR 14 RM 14 6302/1036-1050 1.4 mile SR 227 RM 227 6301/1017-1040 2.3 miles SR 13 RM 13 6302/1000-1024 2.4 miles SR 79 RM 79 6306/1068-1086 1.8 miles Steuben County SR 415 RM 15 6401/1489-1545 5.6 miles SR 248 RM 248 6402/1059-1093 3.4 miles SR 248 RM 248 6402/1134-1142 0.8 miles

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

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<u>OGS</u>			<u>Estimated</u>	<u>Price</u>	
<u>Item #</u>	<u>Project No</u>	<u>Location</u>	<u>Quantity</u>	<u>per</u>	<u>Contractor</u>
			<u>(Gallons)</u>	<u>Gallon</u>	
11	6M1101 (Cont'd)	Steuben County Route I-390 RM 390I 6401/1015-1059 4.4 miles SR 21 & SR 63 RM 63 6401/1008-3210 1.1 miles Yates County SR 364 RM 364 6601/1000-1020 2.0 miles			
OSG ITEM #11 PROJECT 6M1101- TOTAL QUANTITY			22,190 Gallons	\$16.840	Vestal Asphalt, Inc.

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CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
ASPHALT PAVEMENT USING HOT APPLIED SEALANT

OGS

<u>Item #</u>	<u>Project No</u>	<u>Location</u>
12	9T7212	Broome County
		Route 206 RM 206 9101/1000-1063 6.3 miles
		Route 26 RM 26 9101/1165-1222 5.7 miles
		Route 12 RM 12 9101/1006-1036 3.0 miles
		Route I88 (including ramp) RM 88I 9101/1068-1104 3.6 miles
		Route 17C RM 17C 9101/1042-1076 3.4 miles
		Route 17 RM 17 9107/3032-3093 6.1 miles
		Route 201 RM 201 9101/1012-1021 0.9 miles
		Route 991C RM 991C 9101/1000-1003 0.3 miles
		Stella Ireland Road 0.5 miles

(continued)

CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
ASPHALT PAVEMENT USING HOT APPLIED SEALANT

OGS

<u>Item #</u>	<u>Project No</u>	<u>Location</u>
12	9T7212 (Cont'd)	Broome County Route 79 RM 79 9101/1066-1173 10.7 miles Chenango County Route 41 RM 41 9202/1122-1108 1.4 miles Route 206 RM 206 9202/1141-1200 5.9 miles Route 8 RM 8/9203 4.5 miles Route I88 East & Westbound RM 88I 9202/1000-1132 13.2 miles Delaware County Route I88 East & Westbound RM 88I 9203/1000-1047 4.7 miles Route 30 RM 30 9301/1000-1081 8.1 miles Route 30 RM 30 9301/1180-1300 18.1 miles Route 17 RM 17 9308/1193-1238 4.5 miles

(continued)

CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
ASPHALT PAVEMENT USING HOT APPLIED SEALANT

OGS

<u>Item #</u>	<u>Project No</u>	<u>Location</u>
12	9T7212 (Cont'd)	Delaware County Route 28 RM 28 9302/1476-1497 2.3 miles Route I88 Eastbound RM 88I 9303/1047 to RM 88I 9305/1024 4.1 miles Route I88 Westbound RM 88I 9303/1047 to RM 88I 9305/1024 4.1 miles Route 23 RM 23 9303/1000-1027 2.7 miles Route 10 RM 10 9301/1648-1662 1.4 miles Otsego County Route 28 RM 28 9403/3126 -3156 3.0 miles Route 28 RM 28 9403/3175-3200 2.6 miles Route 28 RM 28 9403/1000-1019 1.9 miles

(continued)

CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
CLEANING AND SEALING CRACKS IN HOT MIX
ASPHALT PAVEMENT USING HOT APPLIED SEALANT

OGS

<u>Item #</u>	<u>Project No</u>	<u>Location</u>
12	9T7212 (Cont'd)	Otsego County Route 7 RM 7 9403/1205-1220 1.5 miles Route 23 RM 23 9402/1195-1200 0.5 miles Route I88 Eastbound RM 88I 9406/2005-3009 4.9 miles Route I88 Westbound RM 88I 9406/2005-3009 4.9 miles Route 23 RM 23 9302/3011-3018 0.7 miles Schoharie County Route 30 RM 30 9502/1212-1274 6.2 miles Route 30 RM 30 9502/1288-1311 2.3 miles Route 7 RM 7 9504/1130-1212 8.2 miles Route 146 RM 146 9501/1000-1043 4.3 miles

(continued)

CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS: (Cont'd)

ITEM 402.76020018 –
 CLEANING AND SEALING CRACKS IN HOT MIX
 ASPHALT PAVEMENT USING HOT APPLIED SEALANT

<u>OGS Item #</u>	<u>Project No</u>	<u>Location</u>	<u>Estimated Quantity (Gallons)</u>	<u>Price per Gallon</u>	<u>Contractor</u>
12	9T7212 (Cont'd)	Schoharie County Route 443 RM 443 9501/1003-1035 3.2 miles Route 10 RM 10 9501/1373-1400 2.7 miles Sullivan County Route 17B RM 17B 9601/1070-1085 1.5 miles Route 17B RM 17B 9601/1208-1218 1.0 miles (4 lanes) Route 42 RM 42 9602/1109-1119 1.0 miles Route 52 RM 52 9601/1113-1150 3.7 miles Route 97 RM 97 9602/1149-1160 1.1 miles Route 209 RM 209 9602/1000-1140 14.0 miles			
OSG ITEM #12 PROJECT 9T7212- TOTAL QUANTITY			32,250 Gallons	\$13.640	Vestal Asphalt, Inc.

(continued)

CONTRACT BILLINGS AND PAYMENTS:

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

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

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

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

REQUEST FOR CHANGE:

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

PSG's DISPUTE RESOLUTION POLICY:

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

NOTE TO CONTRACTOR:

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

If a purchase order is not received from the agency listed within two weeks after receipt of this award, the contractor should contact the agency directly requesting the submission of a purchase order. The Agency contact person is Hasib Khan, who can be reached at 518-457-1572.

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

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

(continued)

CONTRACT PAYMENTS:

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

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

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

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

U.S. CUSTOMARY UNITS:

All construction and materials quantities specified are in U.S. Customary units and should be billed accordingly.

References are made herein to New York State Department of Transportation, Standard Specifications, Construction and Materials, dated May 1, 2008 and all current addenda. A copy may be obtained through the Department's publication unit. Call 518-457-4401 for information.

RESTORATION OF DISTURBED AREAS:

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

SUPERVISION:

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

PRE-CRACK SEALING CONFERENCE:

The contractor shall coordinate a schedule for a Pre-Crack Sealing Conference with the Resident Engineer (RE), Resident Operation Engineer (ROE) and his or her project quality Assurance Representative within one month after the award of the contract and at least two weeks prior to the start of the crack sealing. **At this conference the contractor shall present Certificates of Insurance evidencing compliance with the additional Insurance Requirements set forth in the INSURANCE clause.** At this conference the contractor shall also present their proposed crack sealing schedule, equipment, and crack sealing procedure and Work Zone Traffic Control Plan (if specified) to the State for approval. At least one week prior to the start of crack sealing, the contractor shall coordinate the details of the crack sealing with the Resident Engineer.

DELIVERY:

Purchase Order Instructions -

Delivery shall be made in accordance with instructions on Purchase Order from each 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 Group.

(continued)

DELIVERY: (Cont'd)

Delivery Ticket -

A delivery ticket shall be provided with each load of crack filler/sealer stating the following:

1. Storage facility identification
2. Ticket Number
3. Date/time
4. Item Number and Type
5. Quantity

Although the delivery ticket for joint filler is not required to state the quantity delivered in 60°F gallons, payment will be made for 60°F gallons.

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.

CONSTRUCTION DETAILS:

The construction details shall comply with the requirements specified in this Contract Award Notification. The crack sealing supervisor shall have sole responsibility for determining compliance with the specifications. All orders given to the contractor regarding construction details shall be considered final. Specifications for the preparation of the existing surface and application of the sealant will be strictly enforced by the sealing supervisor.

Cleaning and sealing cracks shall only be done on primary cracks in the existing HMA pavement. Flush fill with a 2 in. over band crack sealing shall be the ONLY type of crack sealing permitted unless directed by the RE, ROE, or their designee.

WORK ZONE TRAFFIC CONTROL:

(All projects except Project 5V1043 – OGS Item 4 & Project 5V1131 – OGS Item 8)

The Contractor shall be responsible for Work Zone Traffic Control (if specified). Traffic shall be controlled in accordance with Sections 619-1 through 619-3 of the Standard Specifications, the Manual of Uniform Traffic Control Devices (MUTCD), and as described herein. The Contractor shall submit a Work Zone Traffic Control Plan (if specified) for approval to the Resident Engineer at the Pre-Paving Conference. For two-way roadways, Figures TAST-C1R, TAST-C2R, TAST-C3R, TAST-C4R, TAST-C5R, TAST-C7R, TAST-C1UL, TAST-C2UL, TAST-C3UL, TAST-C4U, TAST-C7UL, TAST-C1UH, TAST-C2UH, TAST-C3UH, and TAST-C7UH included in this Contract Award Notification may be used as a basis for development of a Work Zone Traffic Control Plan (if specified). 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 (if specified). 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 (if specified).

All necessary flaggers for Work Zone Traffic Control (if specified) shall be provided by the contractor. For two-way, two-lane roadways, a minimum of three flaggers shall be provided while the crack sealing operation is underway. One shall be stationed at each end of the work zone and one shall be stationed at the crack sealing operation. The contractor shall station flaggers such that communication is maintained between the flaggers. Hand signals, radios, or some other means of communication may be used subject to the approval of the resident engineer. For two-way roadways with more than two lanes or one-way roadways, a minimum of two flaggers shall be provided, one at the beginning of the lane closure and one with the crack sealing operation.

The contractor shall provide temporary construction signs as specified in Section 619-1 through 619-3 of the Standard Specifications and in the MUTCD. All costs for Work Zone Traffic Control (if specified) including flagging, construction signs, and shadow vehicles are included in the price per gallon. No separate payment shall be made.

(continued)

WORK ZONE TRAFFIC CONTROL: (Cont'd):

(All projects except Project 5V1043 – OGS Item 4 & Project 5V1131 – OGS Item 8)

Shadow Vehicle Requirements - The shadow vehicles shall have a gross vehicle weight of 18,000 lb. to 20,000 lb. each. The shadow vehicles shall be equipped with a combination of four (4) rotary lights and strobes, two front and two rear and four (4) flashing amber lights, two (2) front and two (2) rear. All equipment on the shadow vehicle furnished under this contract shall be in full compliance with the latest edition of the New York State Vehicle and Traffic Law, Article 9, Sections 375 and 376. The shadow vehicles shall each be equipped with a Mobile Construction Zone Impact Attenuator, as per Section 712-06 of the NYSDOT Standard Specifications, and one Type B Arrow Panel, as described in Section 294.5 of the MUTCD. Contractor shall supply all necessary operators for the shadow vehicles.

SPECIAL NOTE: WORK ZONE INTRUSION INITIATIVE

As part of the Department of Transportation's Work Zone Intrusion Initiative, the following countermeasures shall be applied to all work in this Contract Award Notification:

Channelizing Device Spacing Reduction:

A maximum channelizing device spacing of 40 ft. shall be provided at 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 ft. from the work site (1,000 ft. for high speeds) the 40 ft. spacing shall be used in the taper as well.

Drums or vertical panels are preferred for long-duration 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 ft. intervals to discourage traffic from driving through the closed lane.

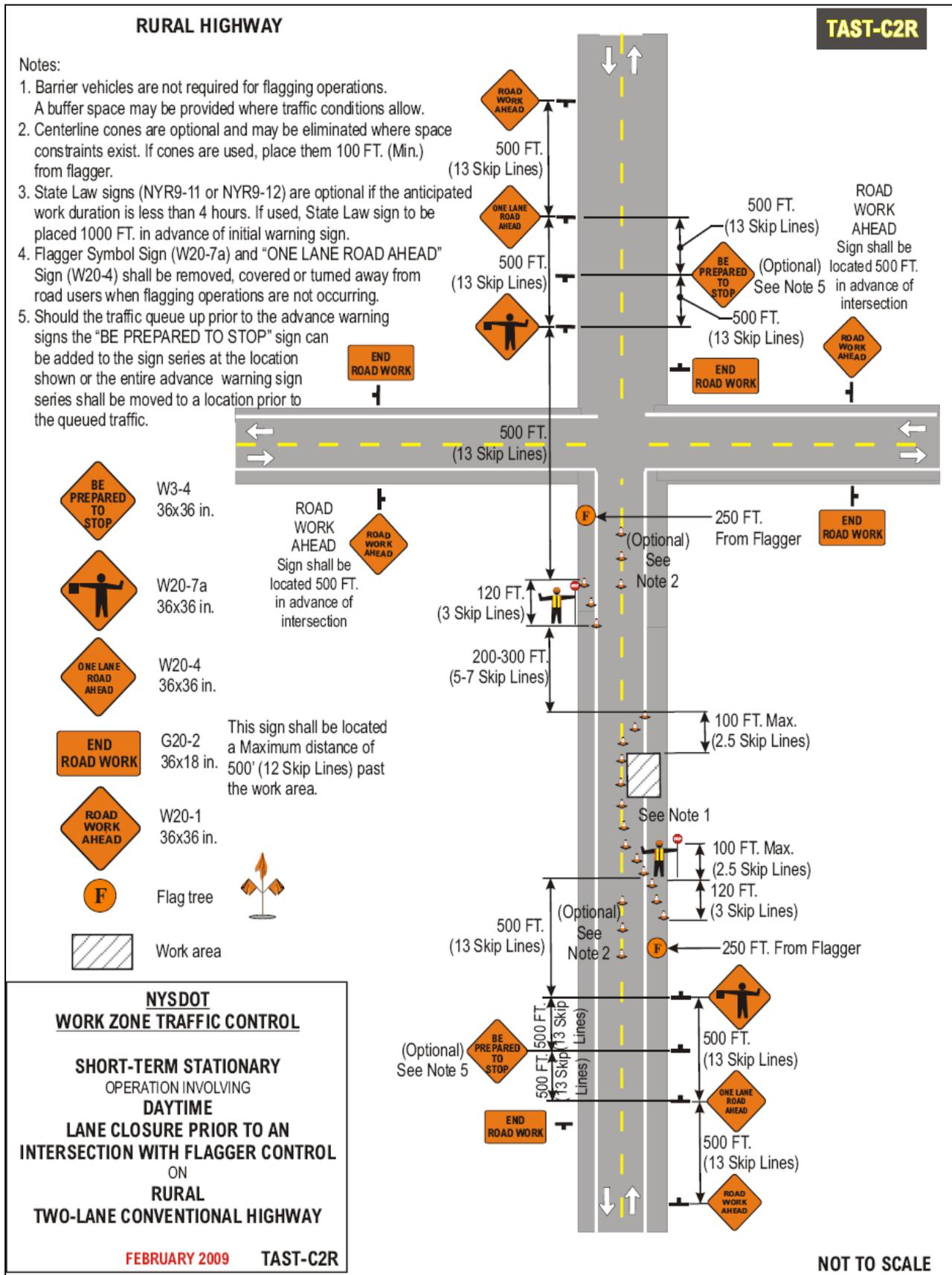
Frequent checks shall be made to reset channelizing devices dislodged by traffic.

Flagger Station Enhanced Setups:

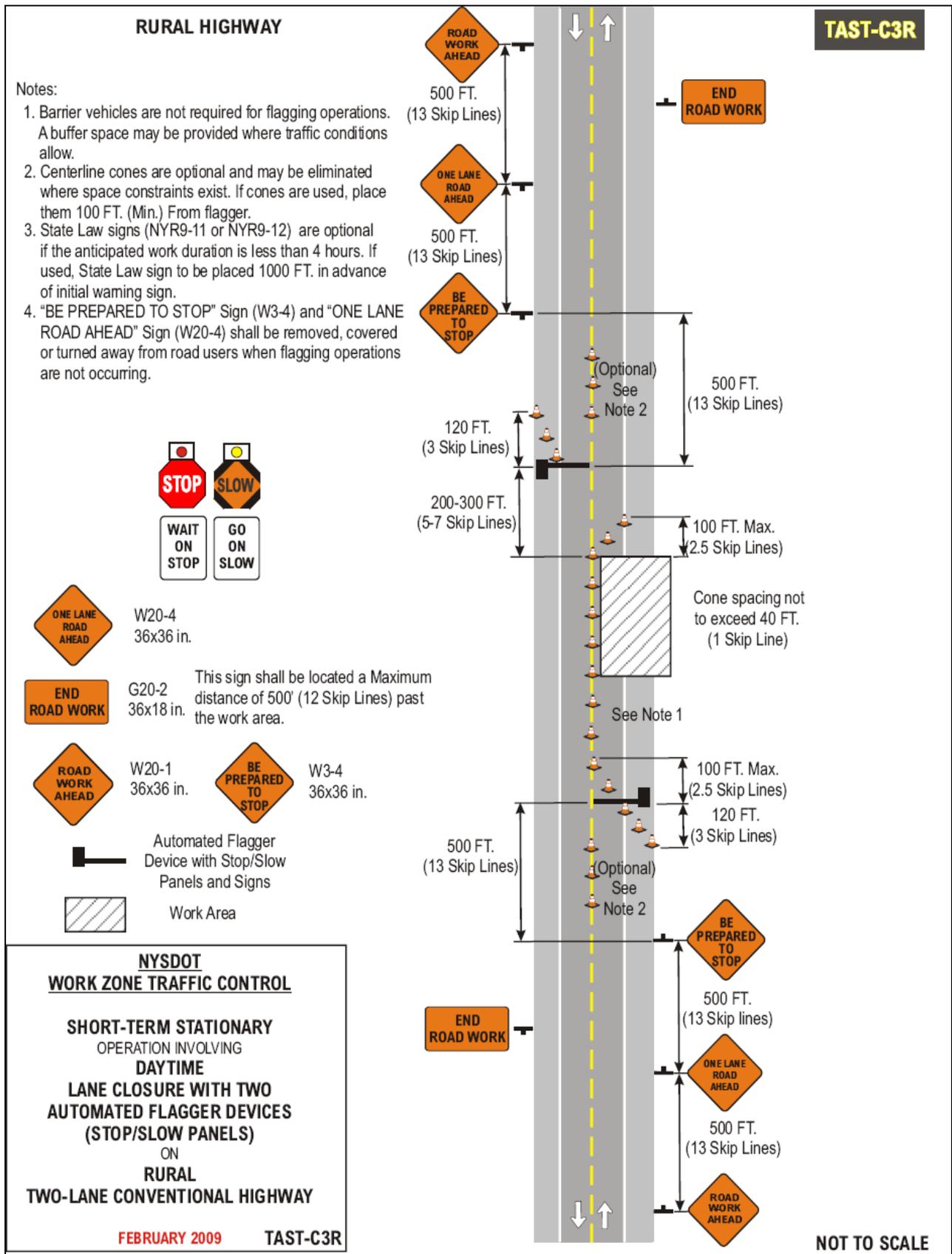
Additional cones and a flag tree meeting Section 6F.57 of the MUTCD shall be used upstream of flagger stations to provide added warning to drivers. These devices shall be used for flagger stations except those that are constantly moving or are in use at one location for no more than a few minutes. If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

The attached drawing, TAST-C1R provides additional detail on the Flagger Station Enhanced Setup.

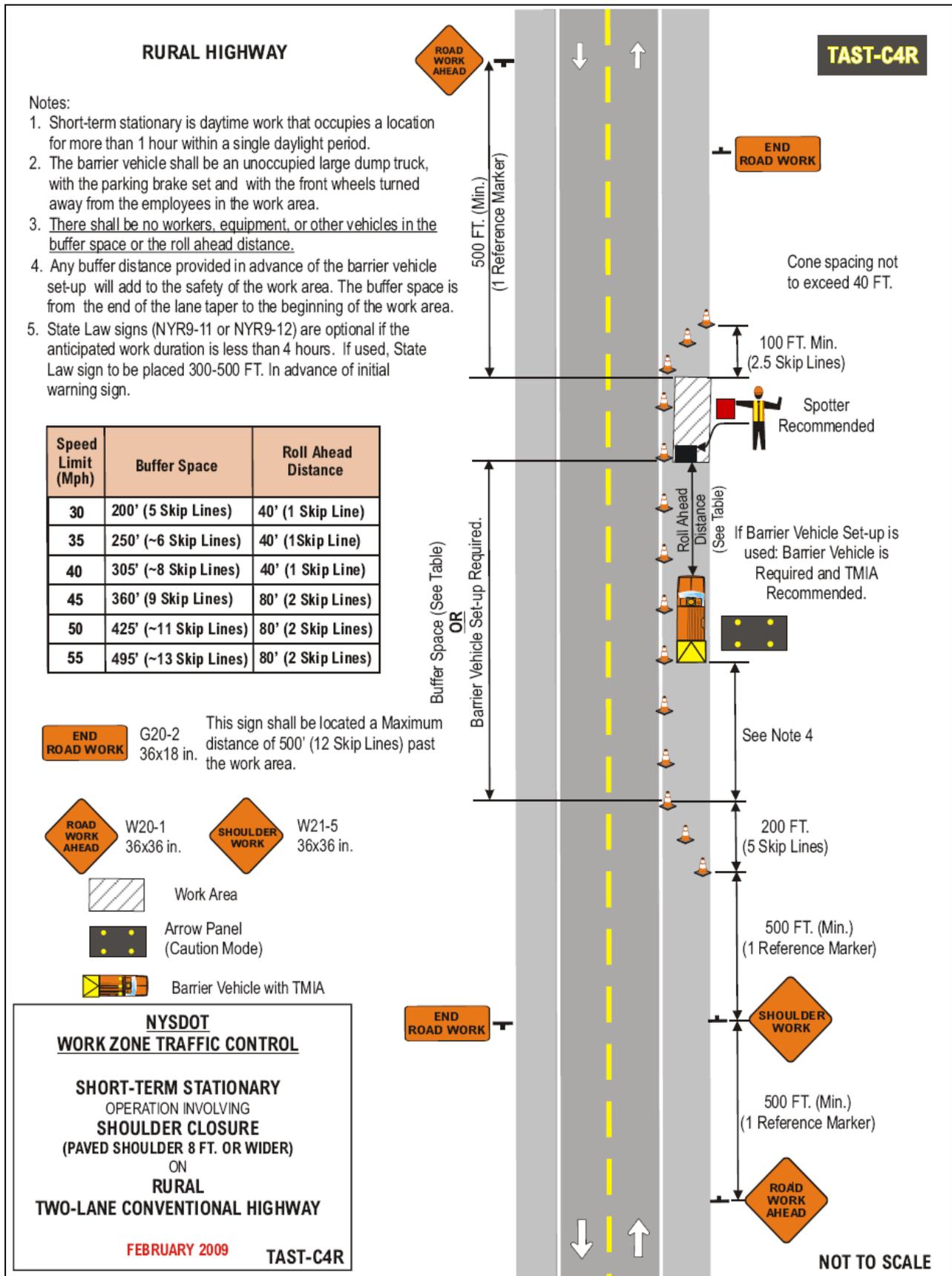
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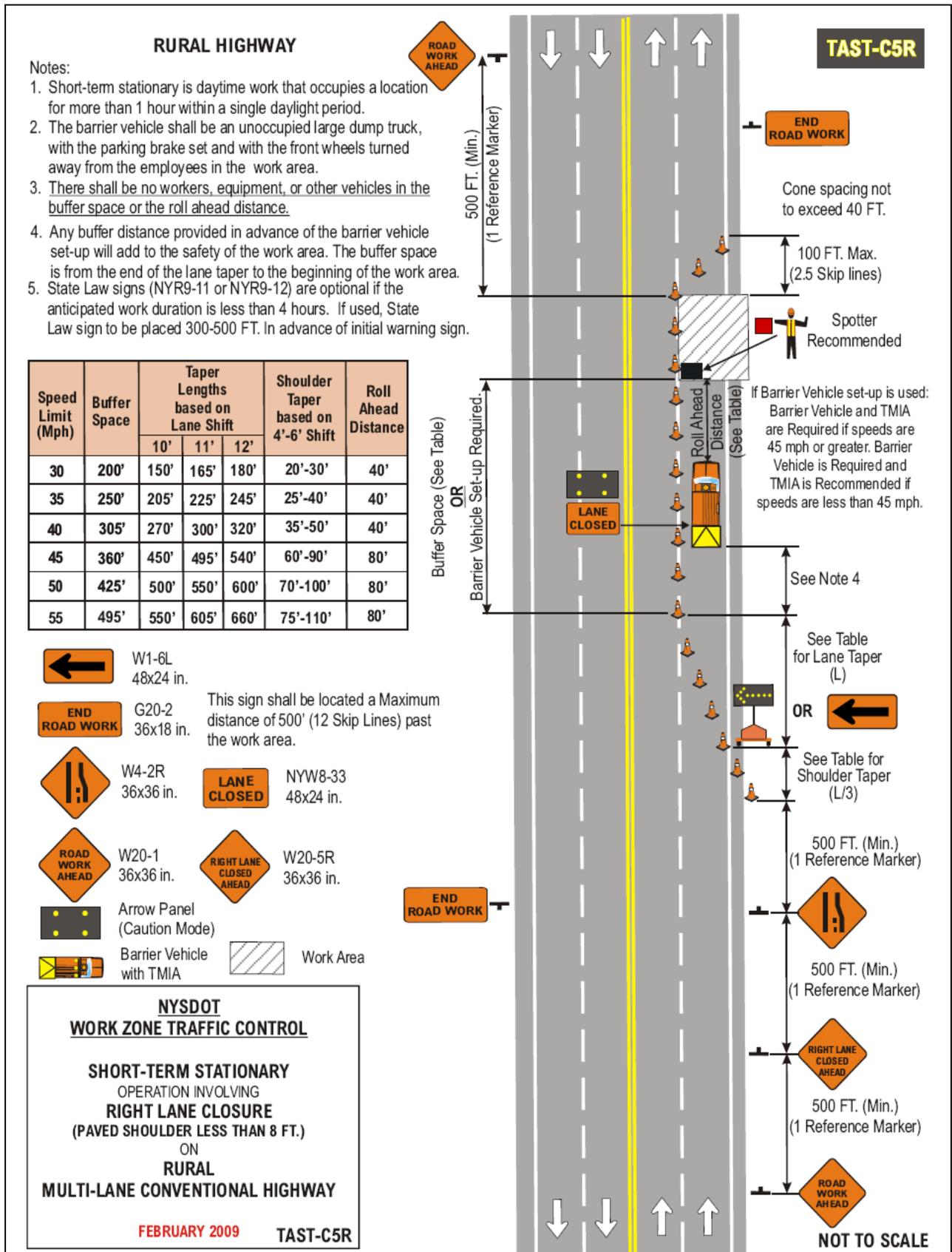
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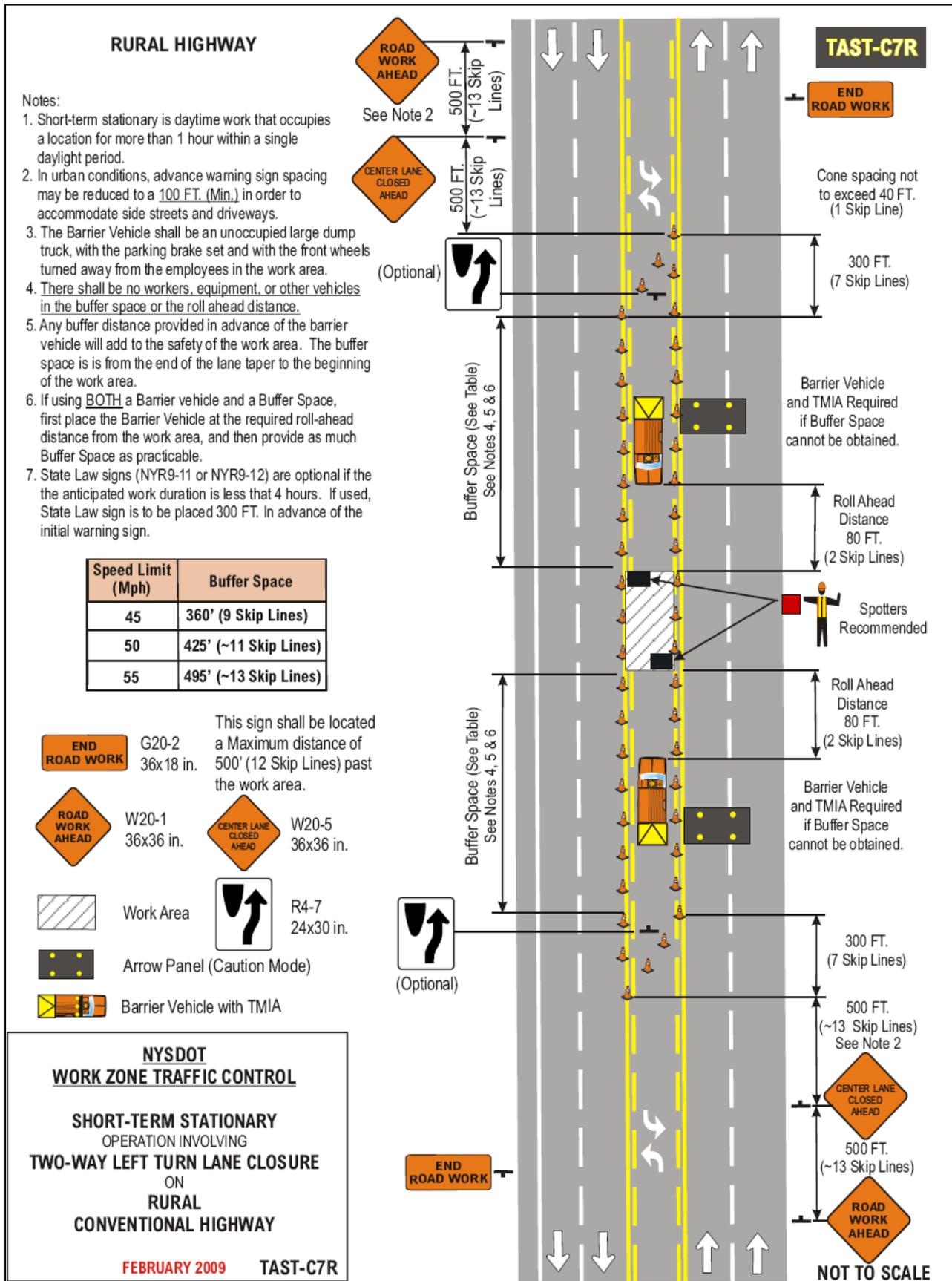
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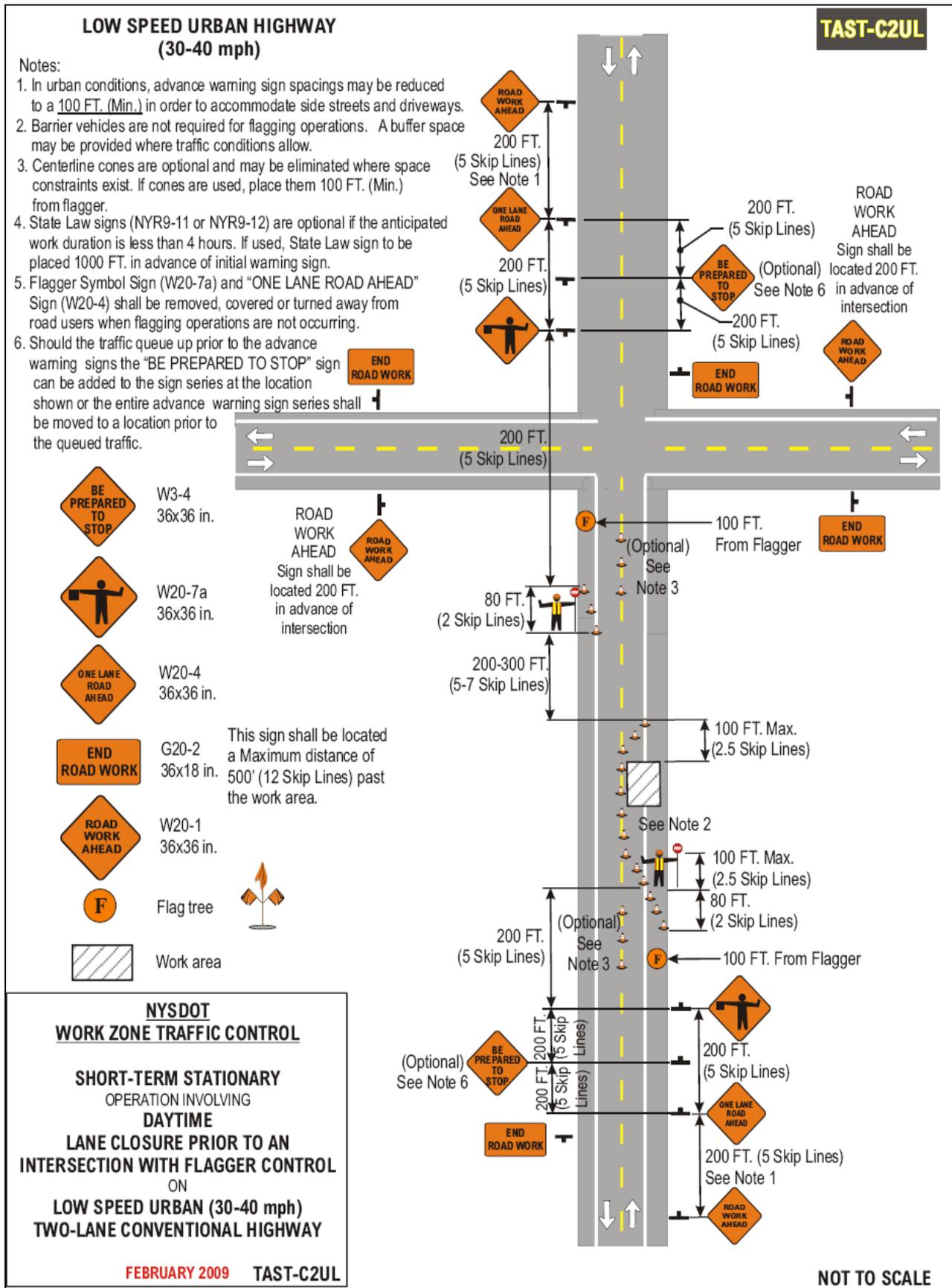
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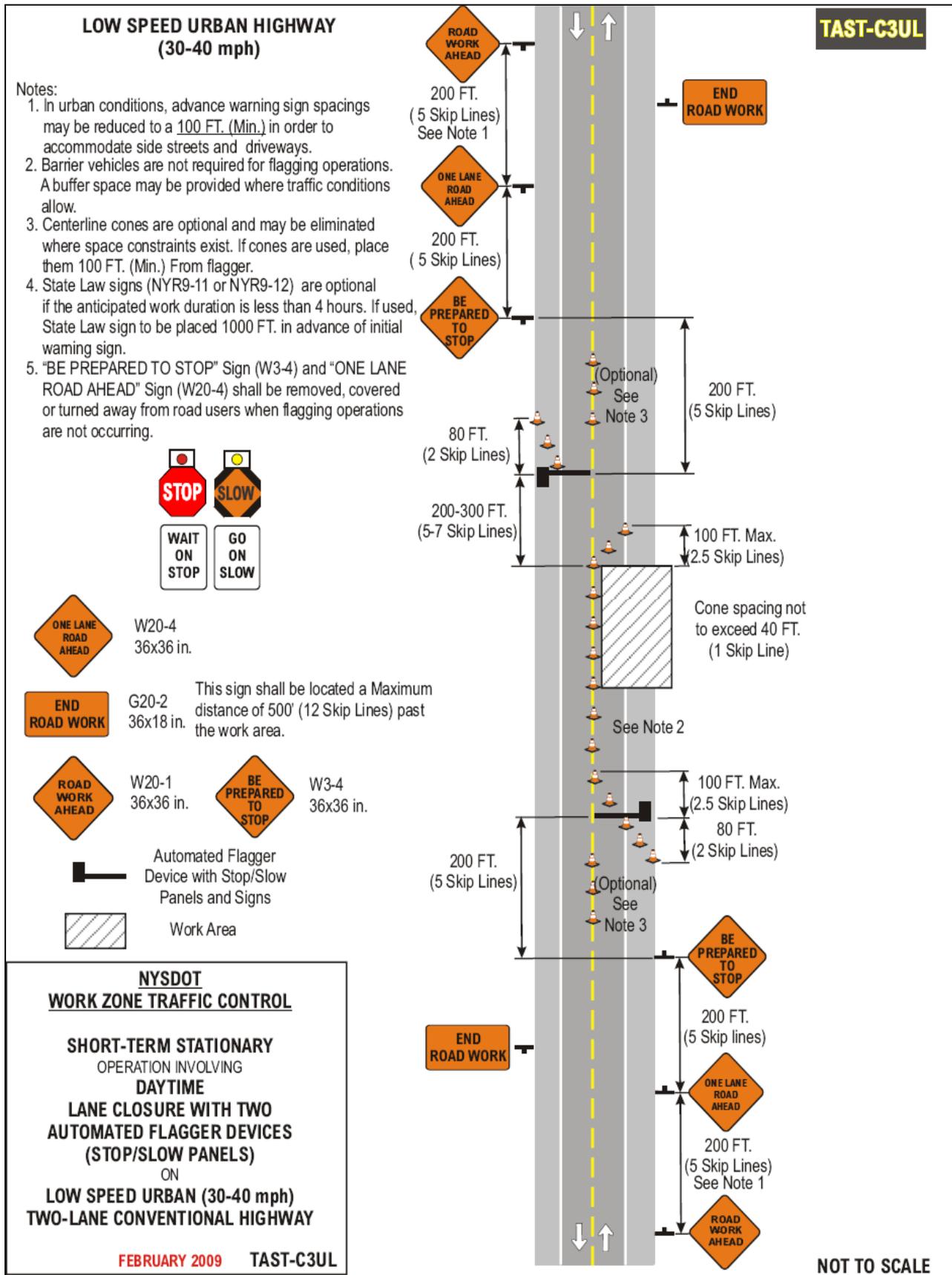
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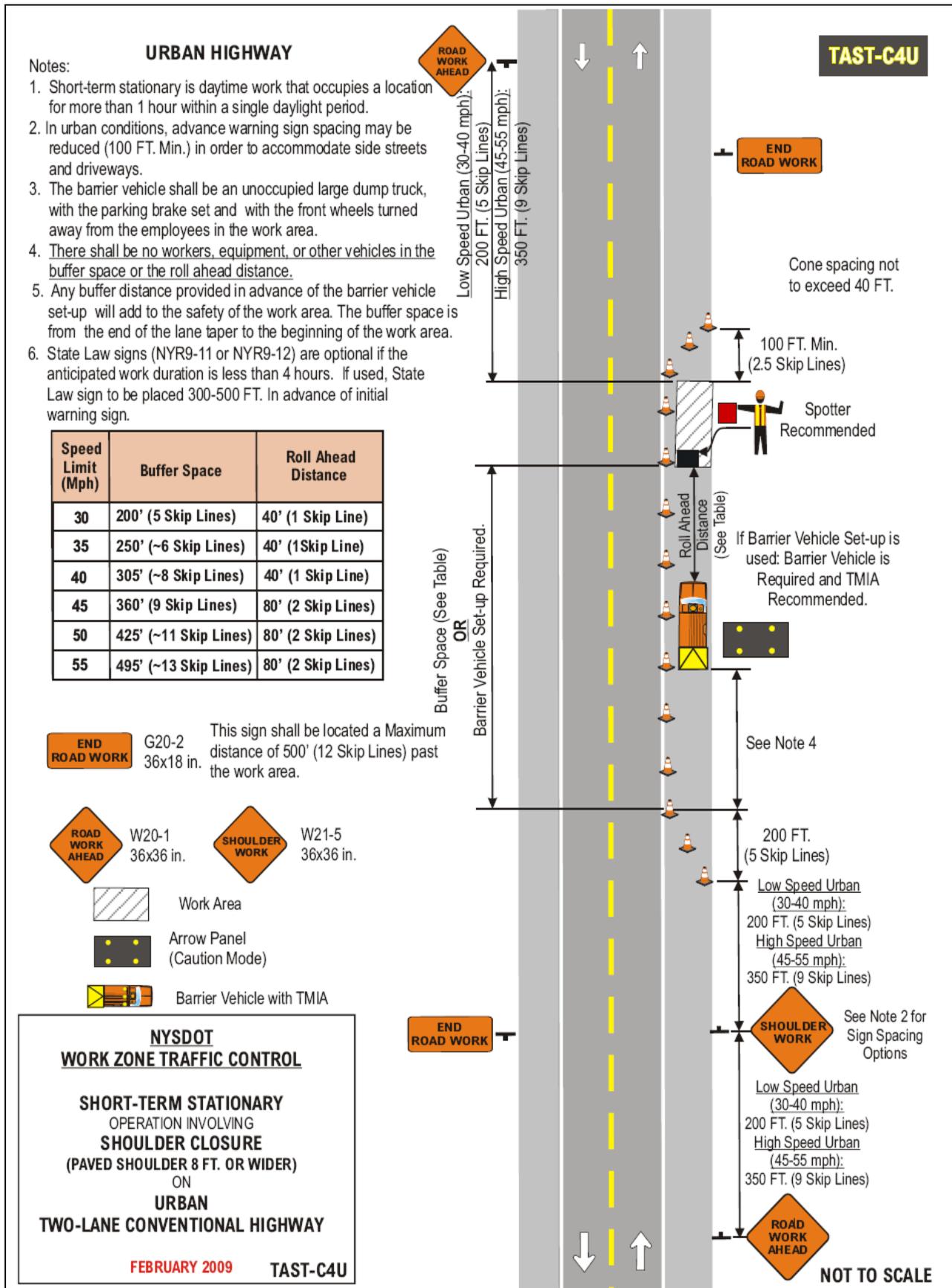
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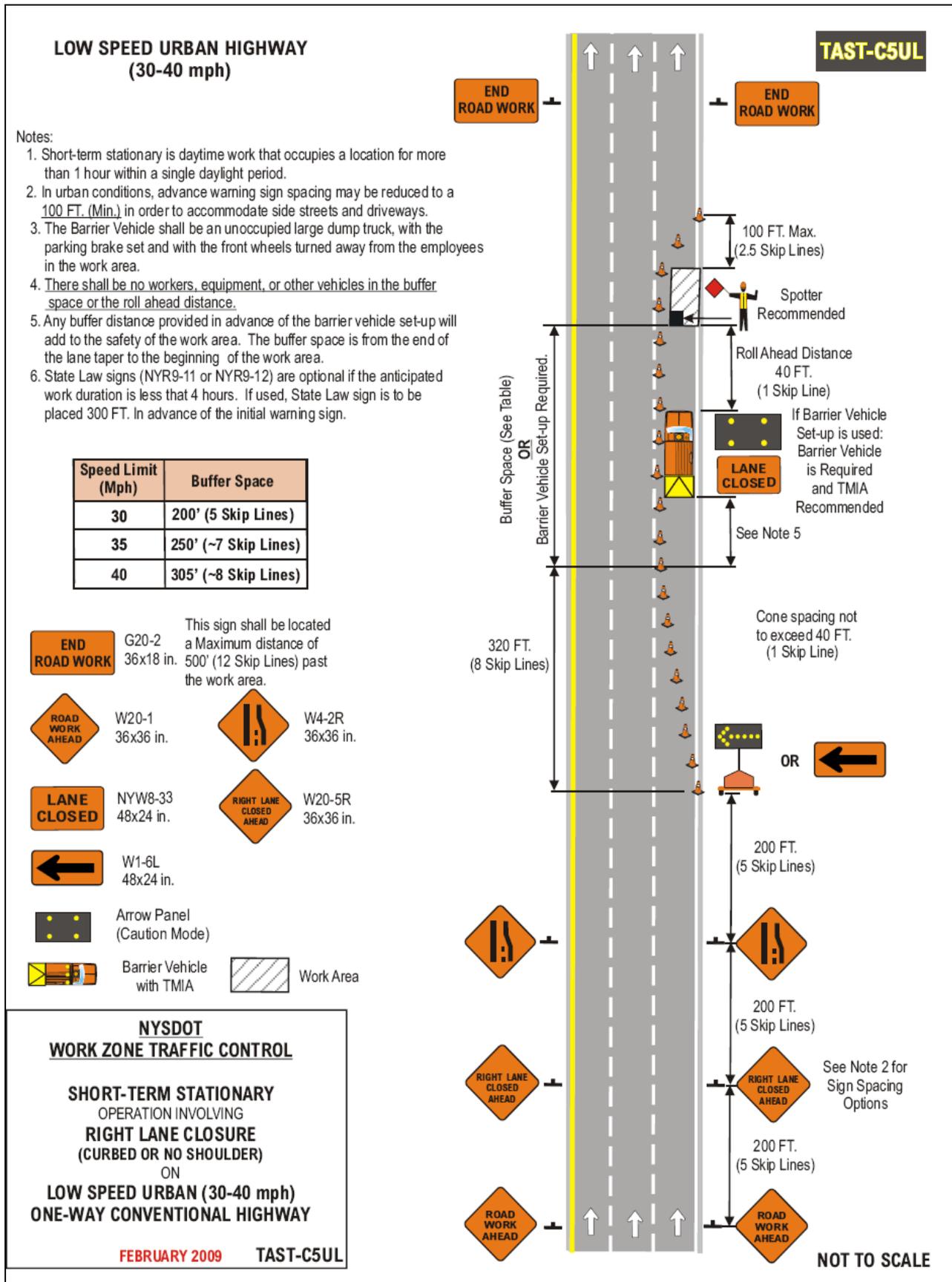
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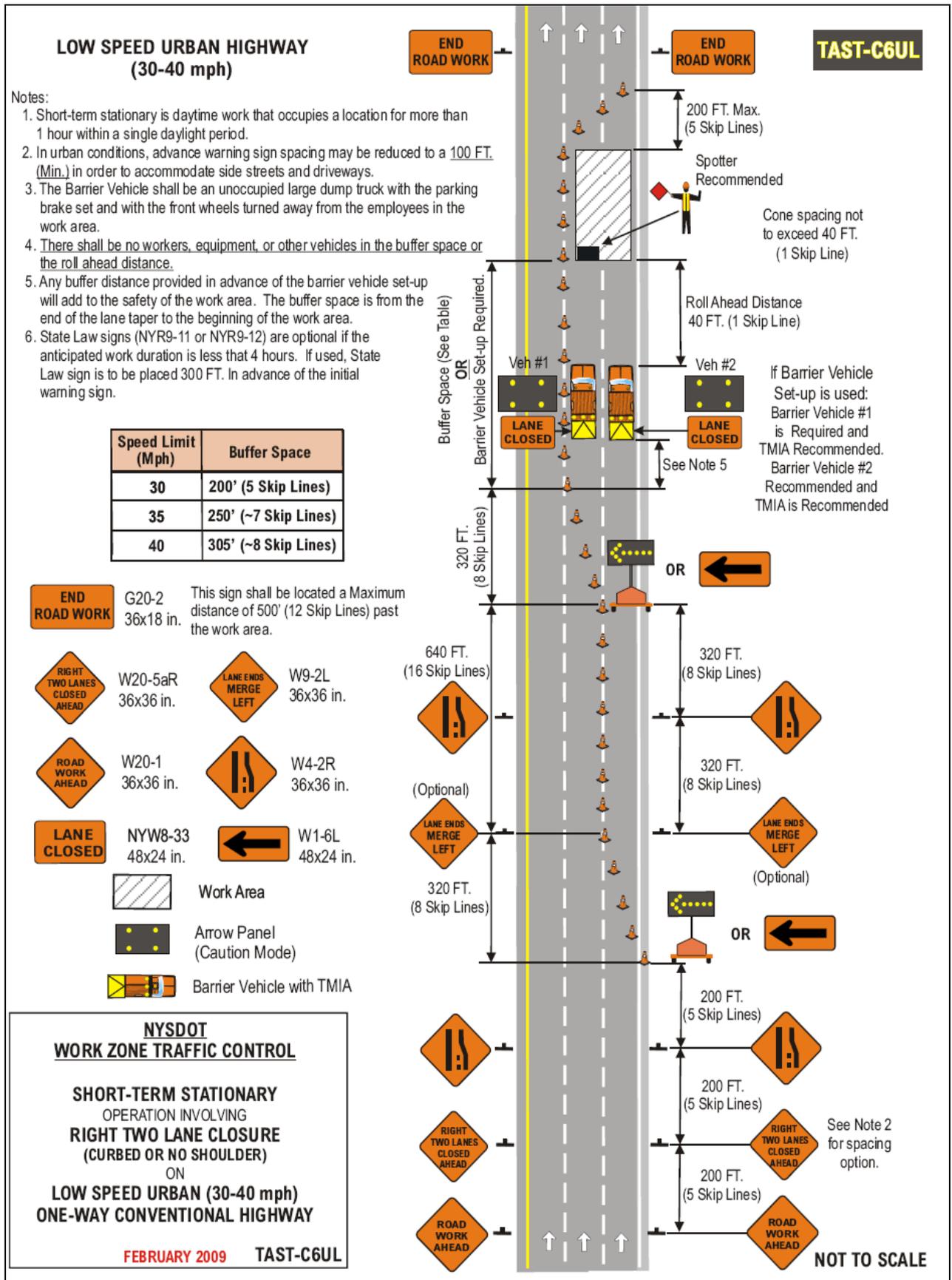
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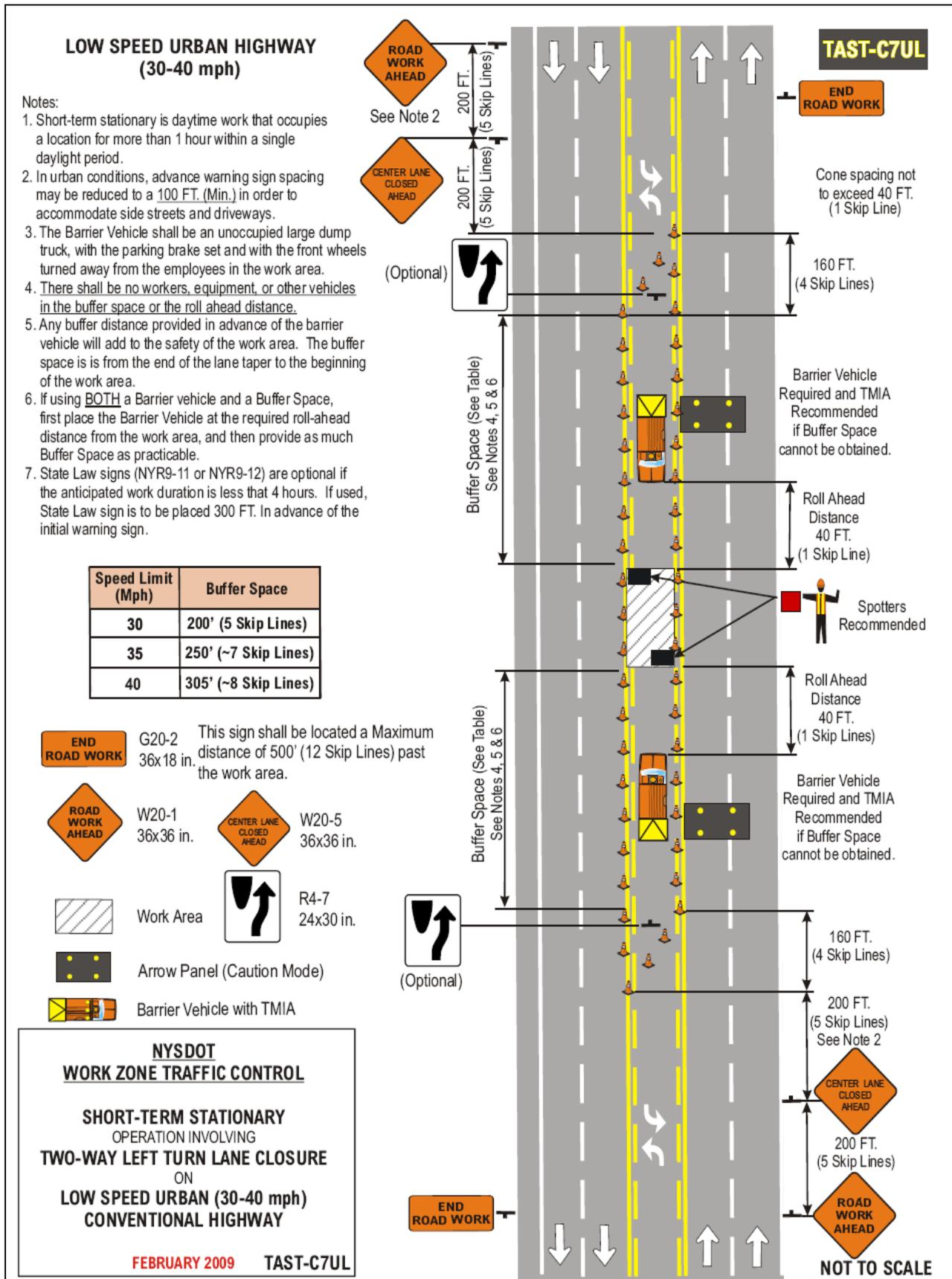
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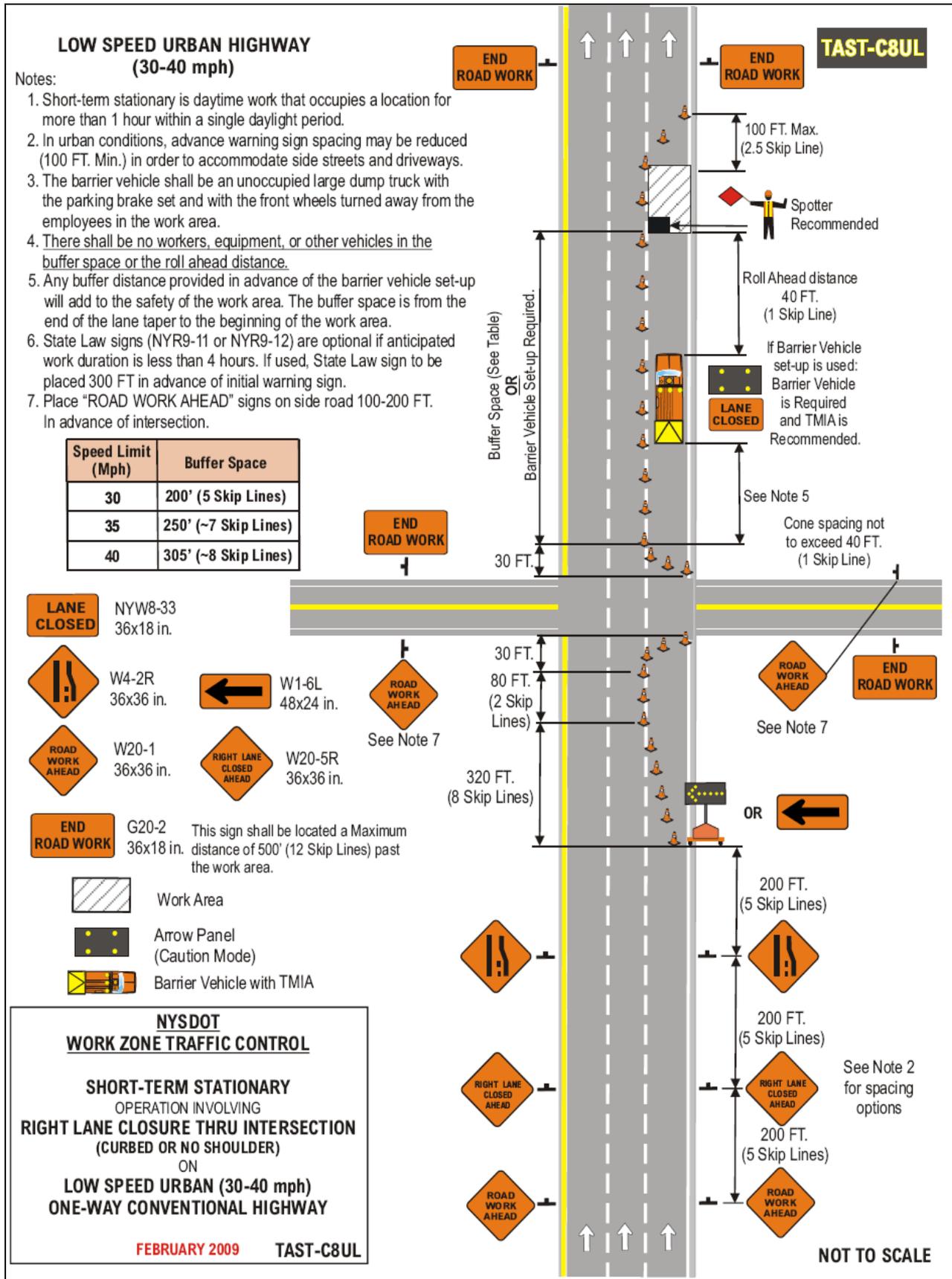
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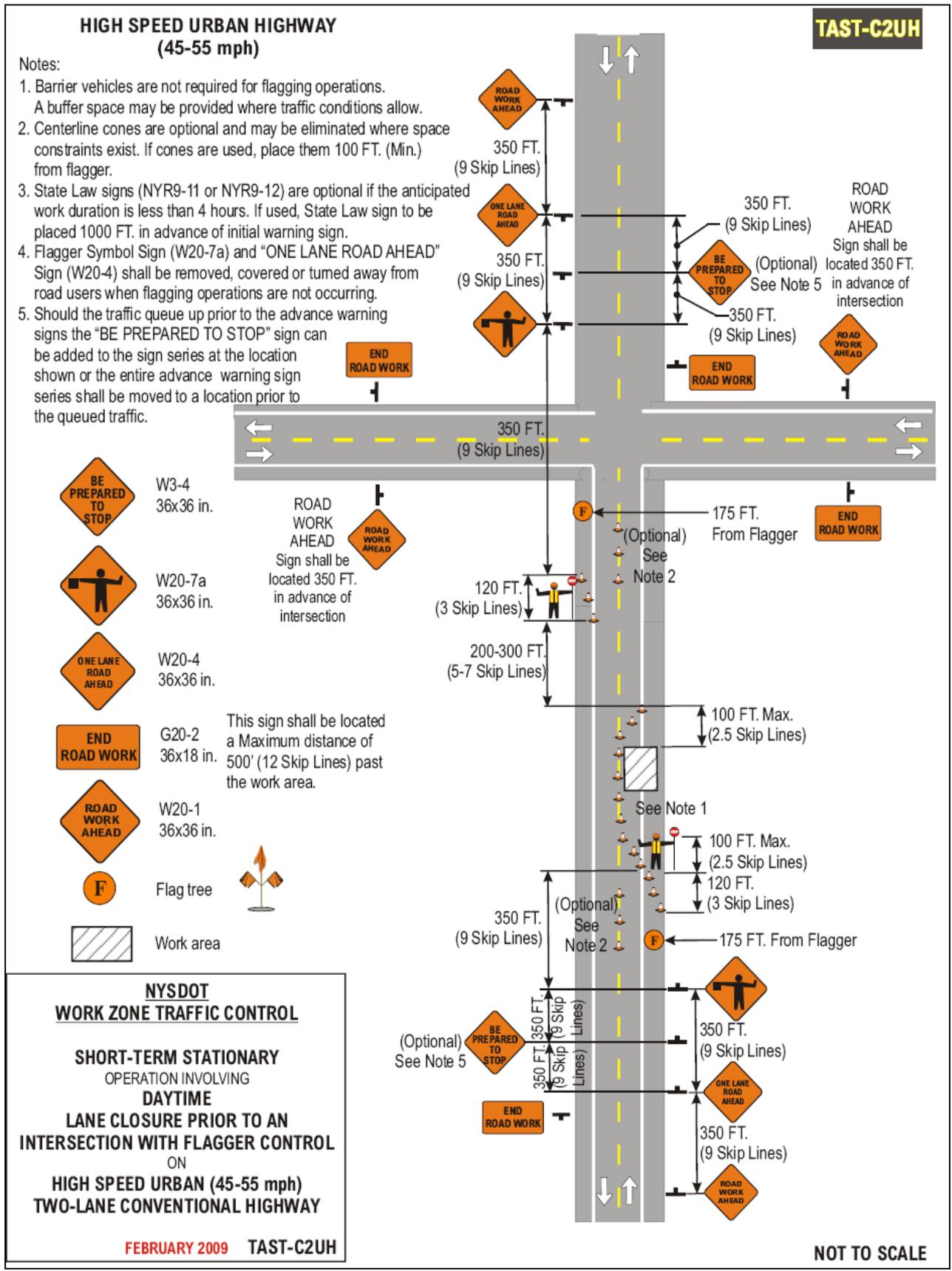
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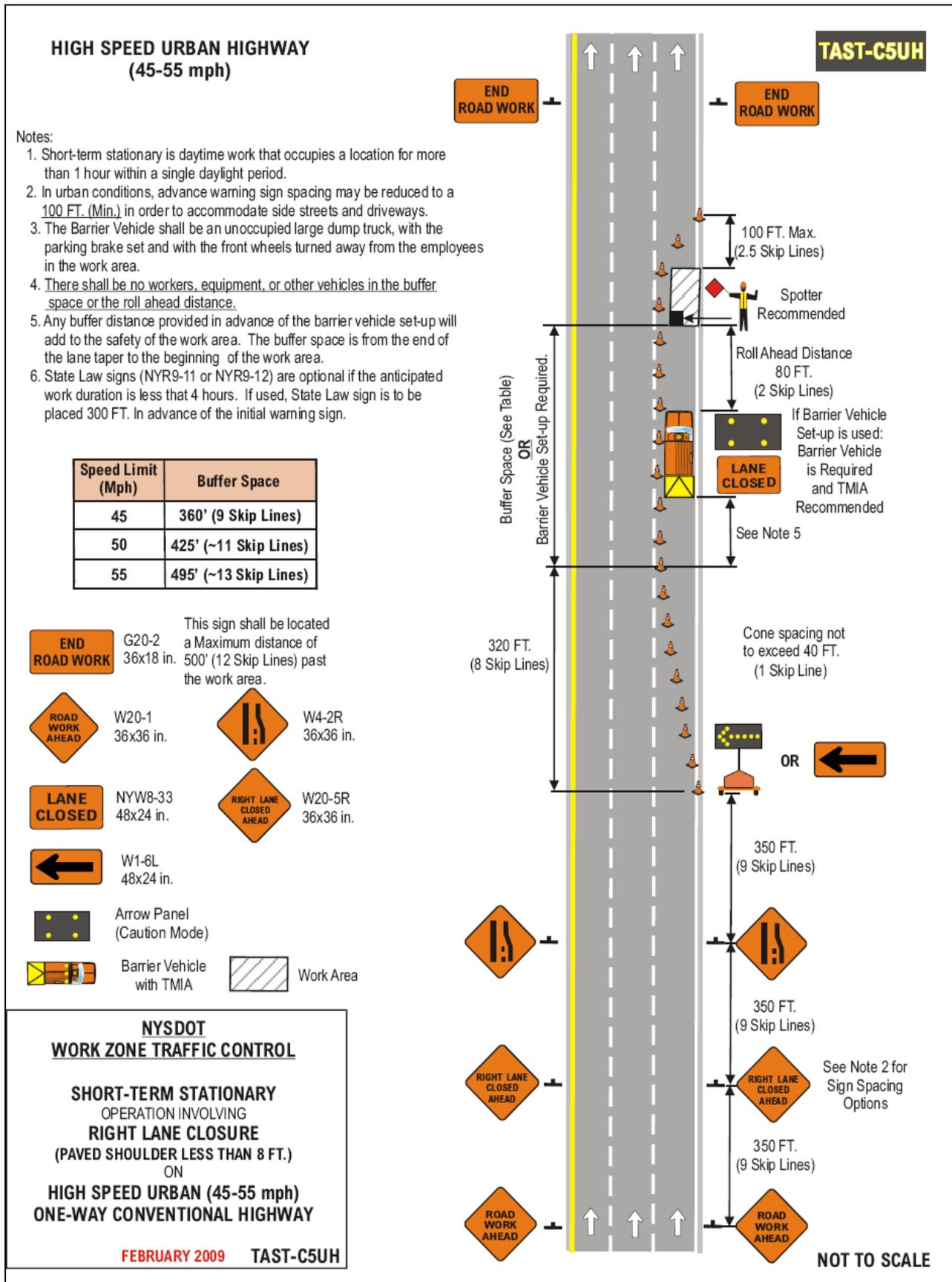
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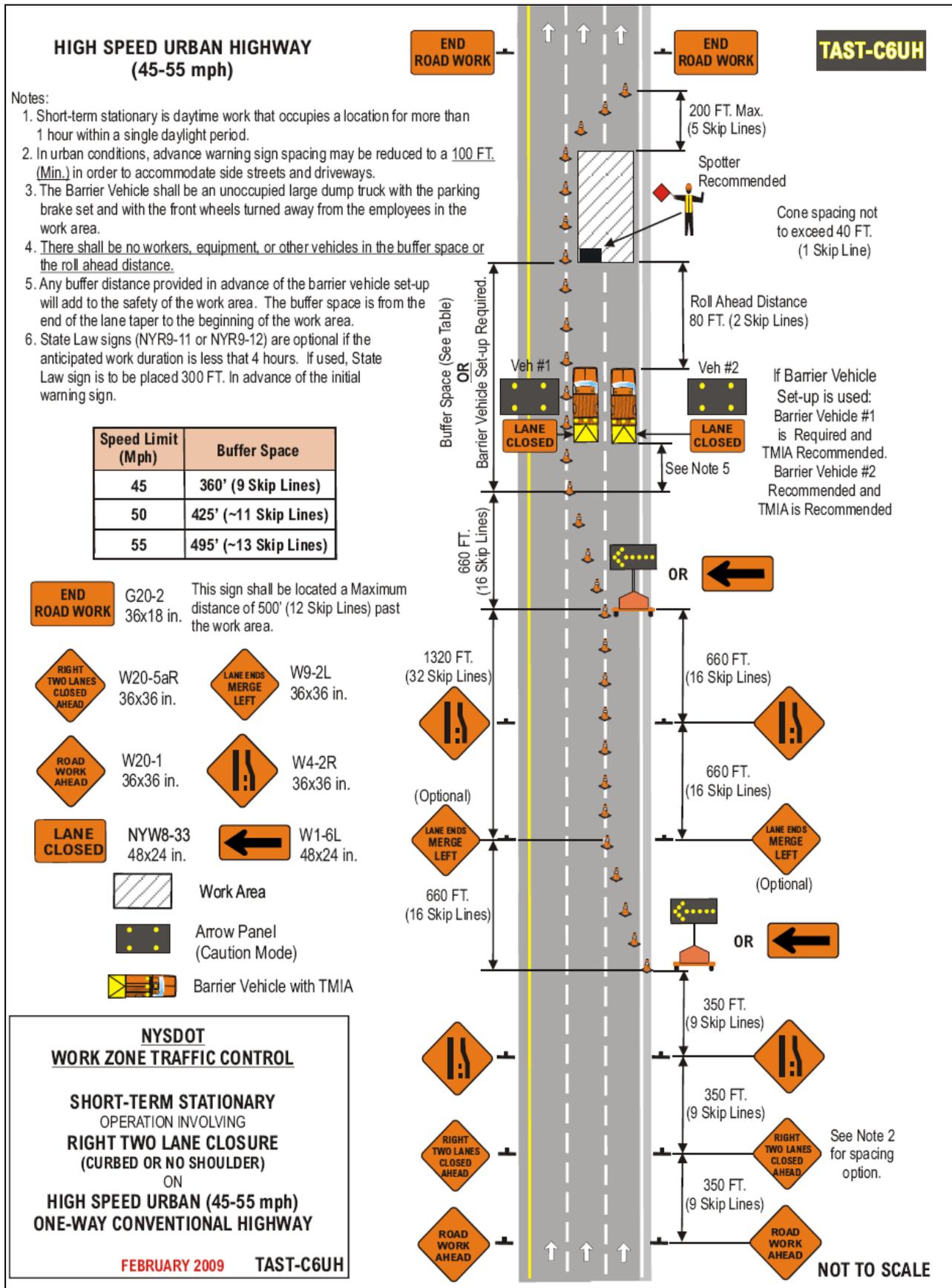
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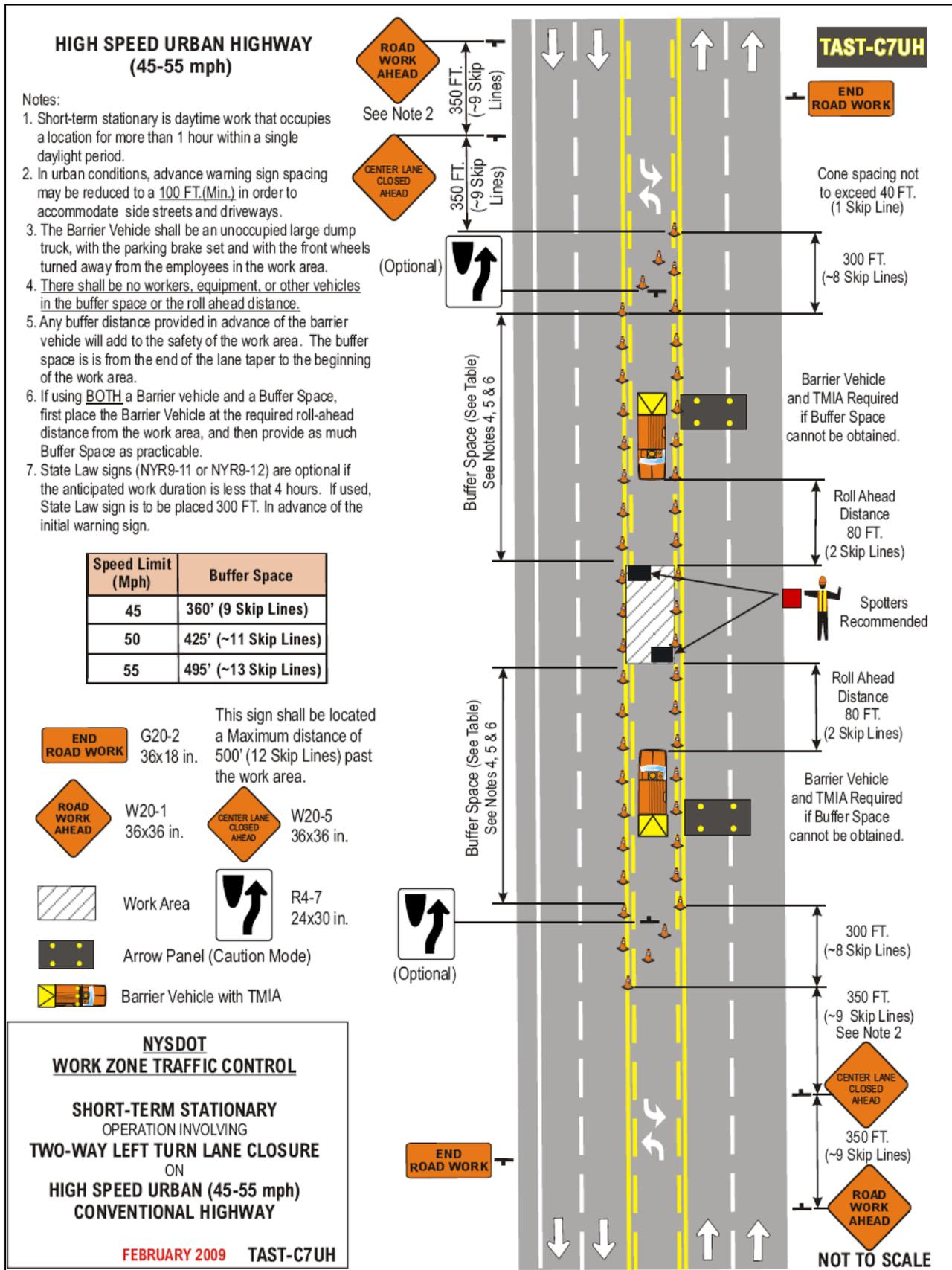


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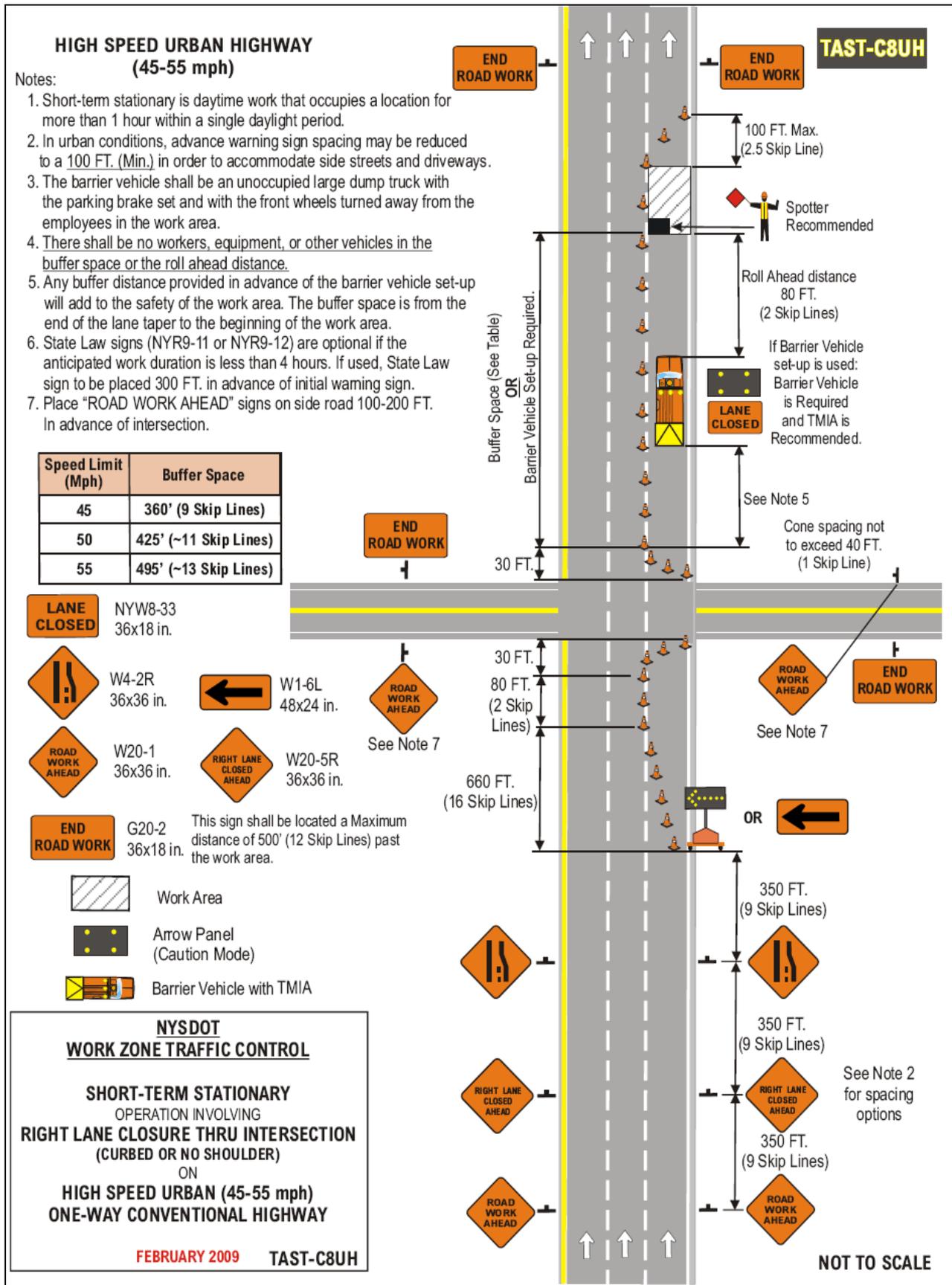


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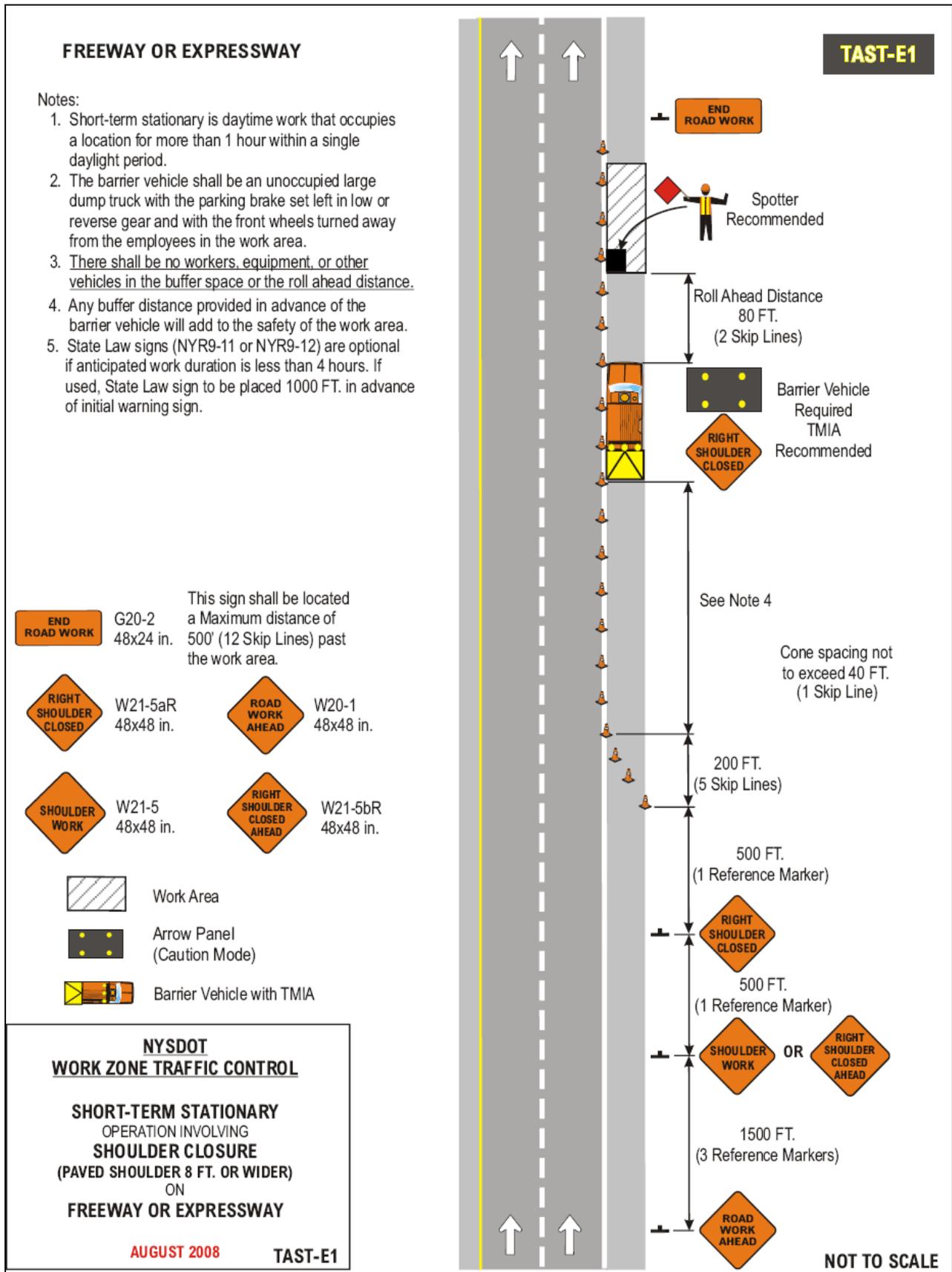
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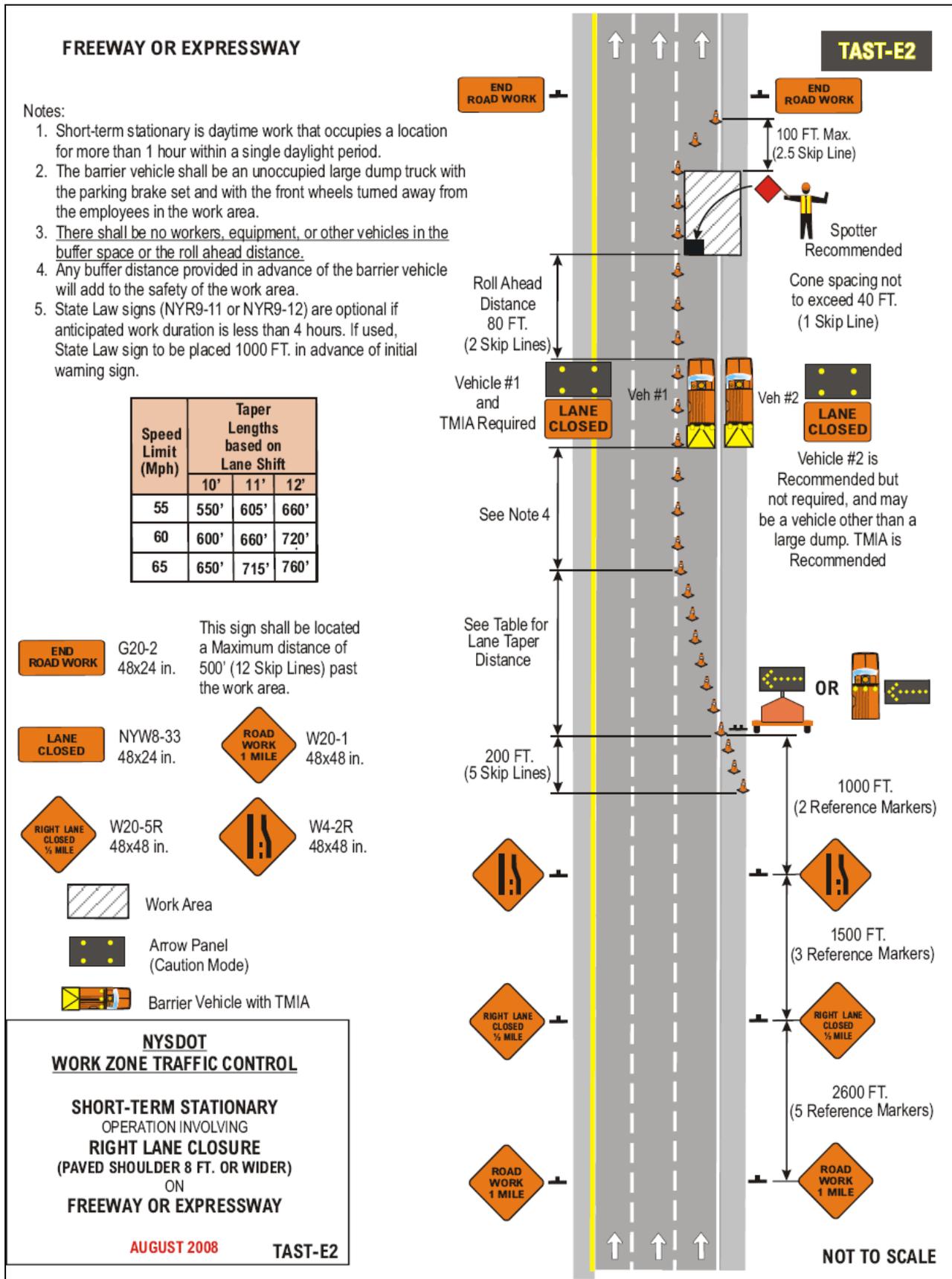
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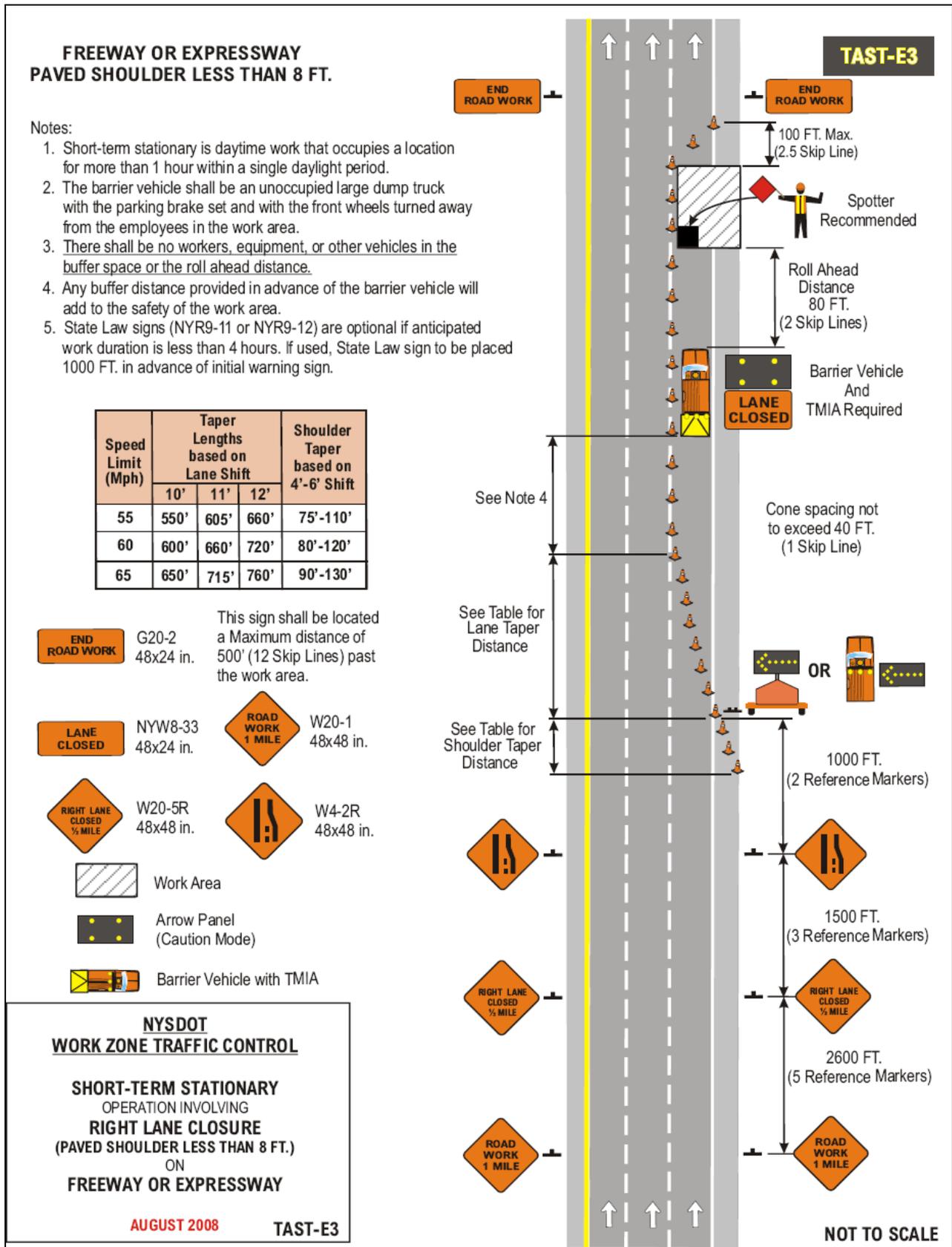
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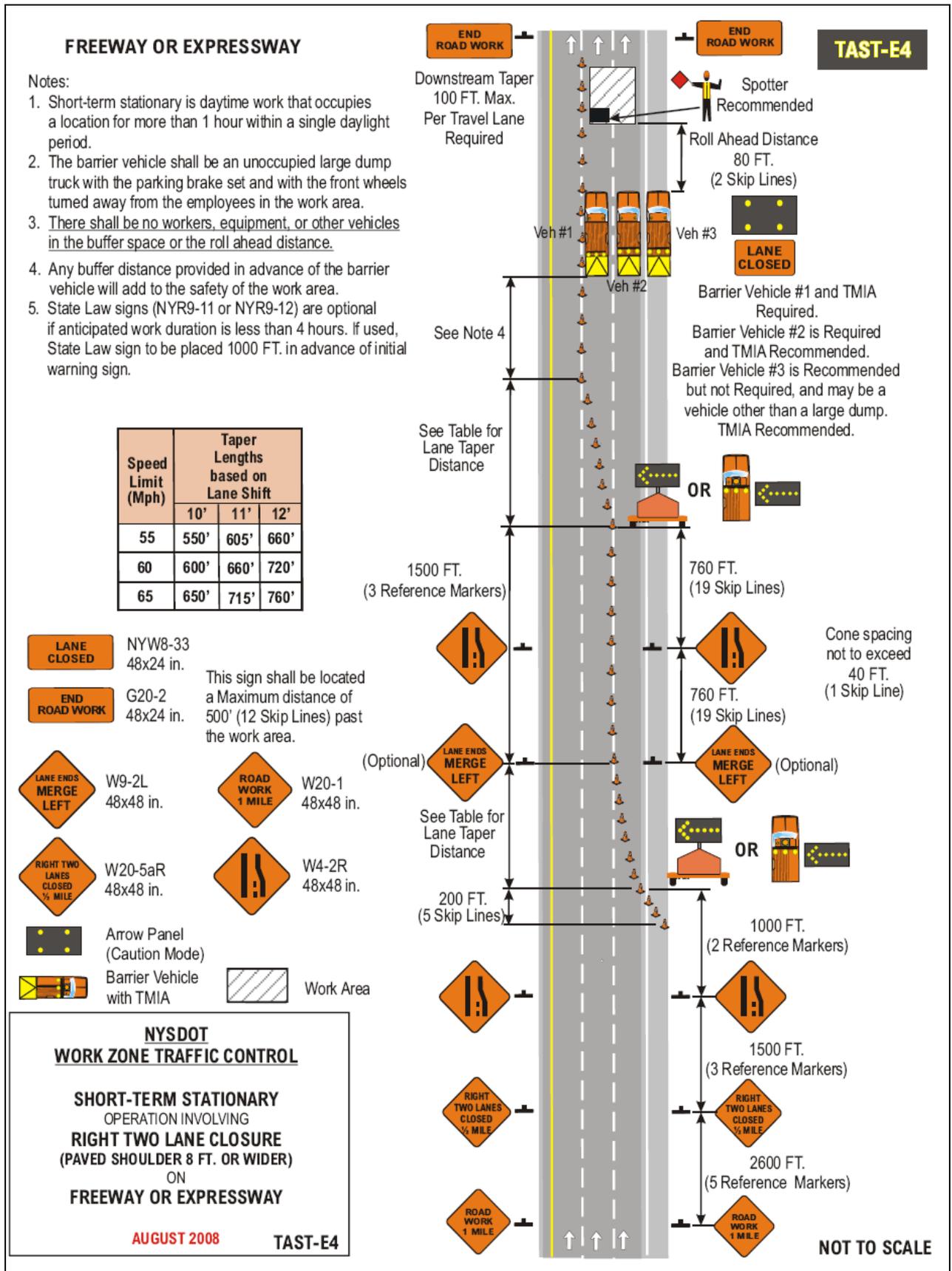
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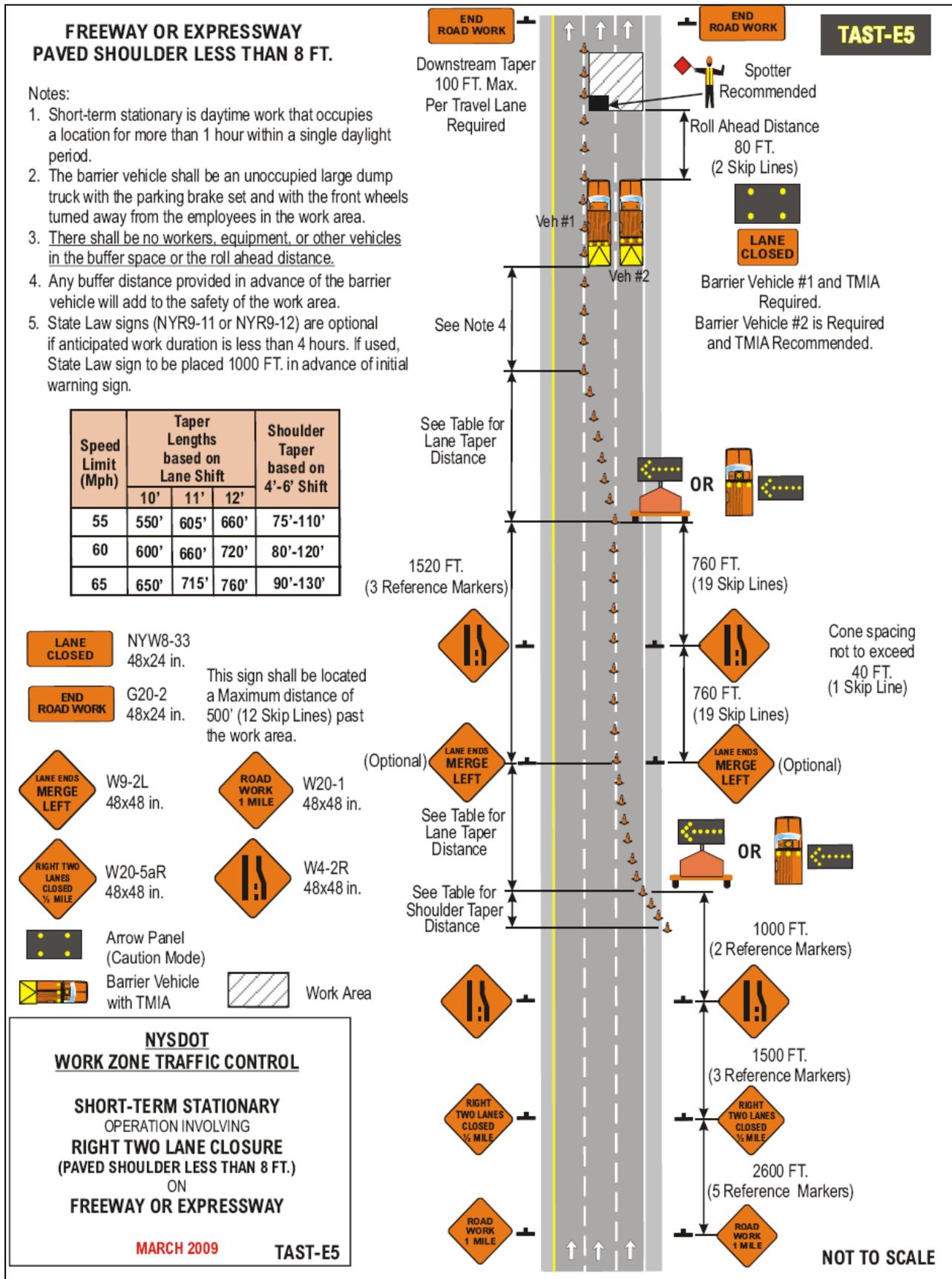
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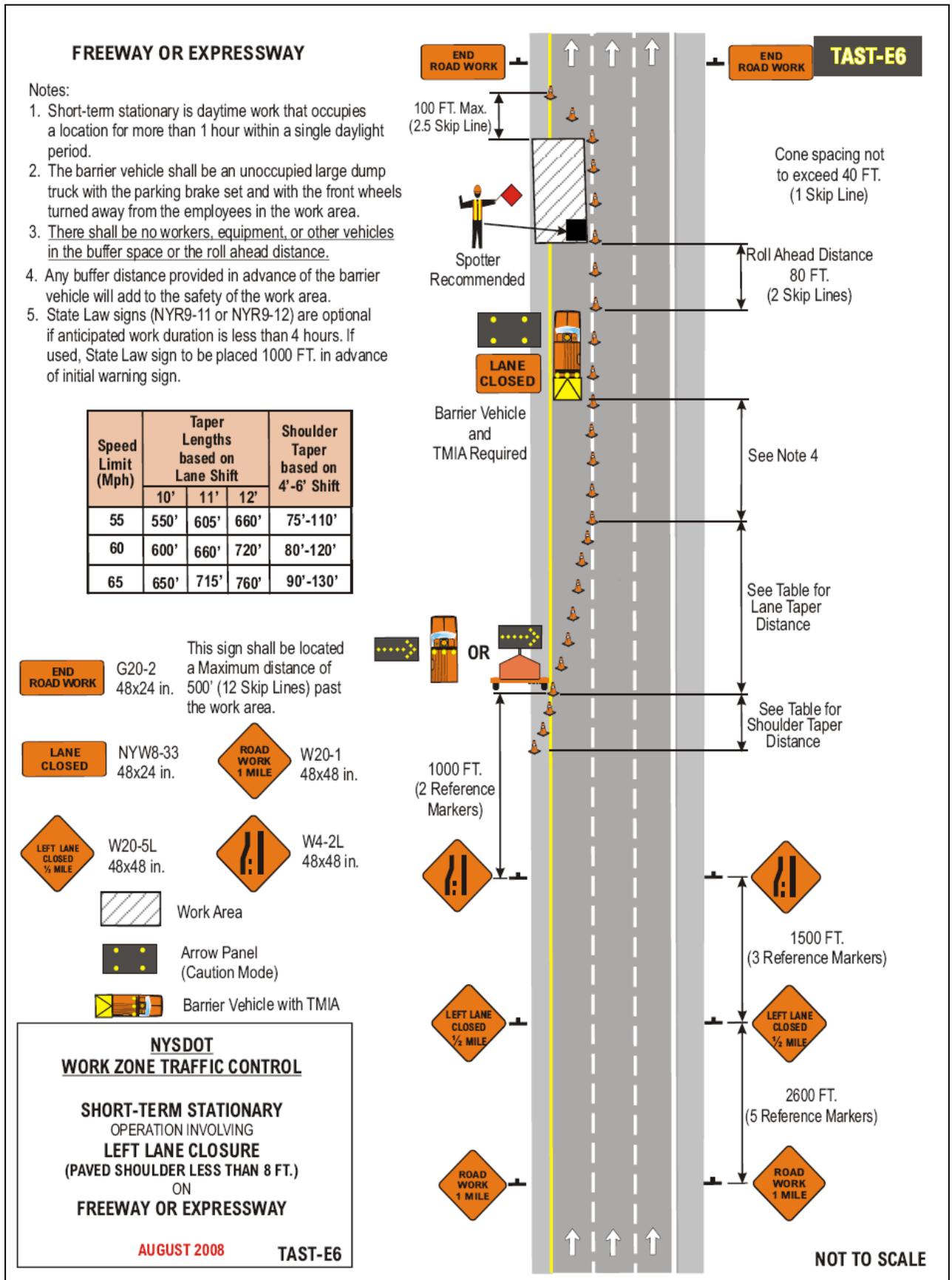
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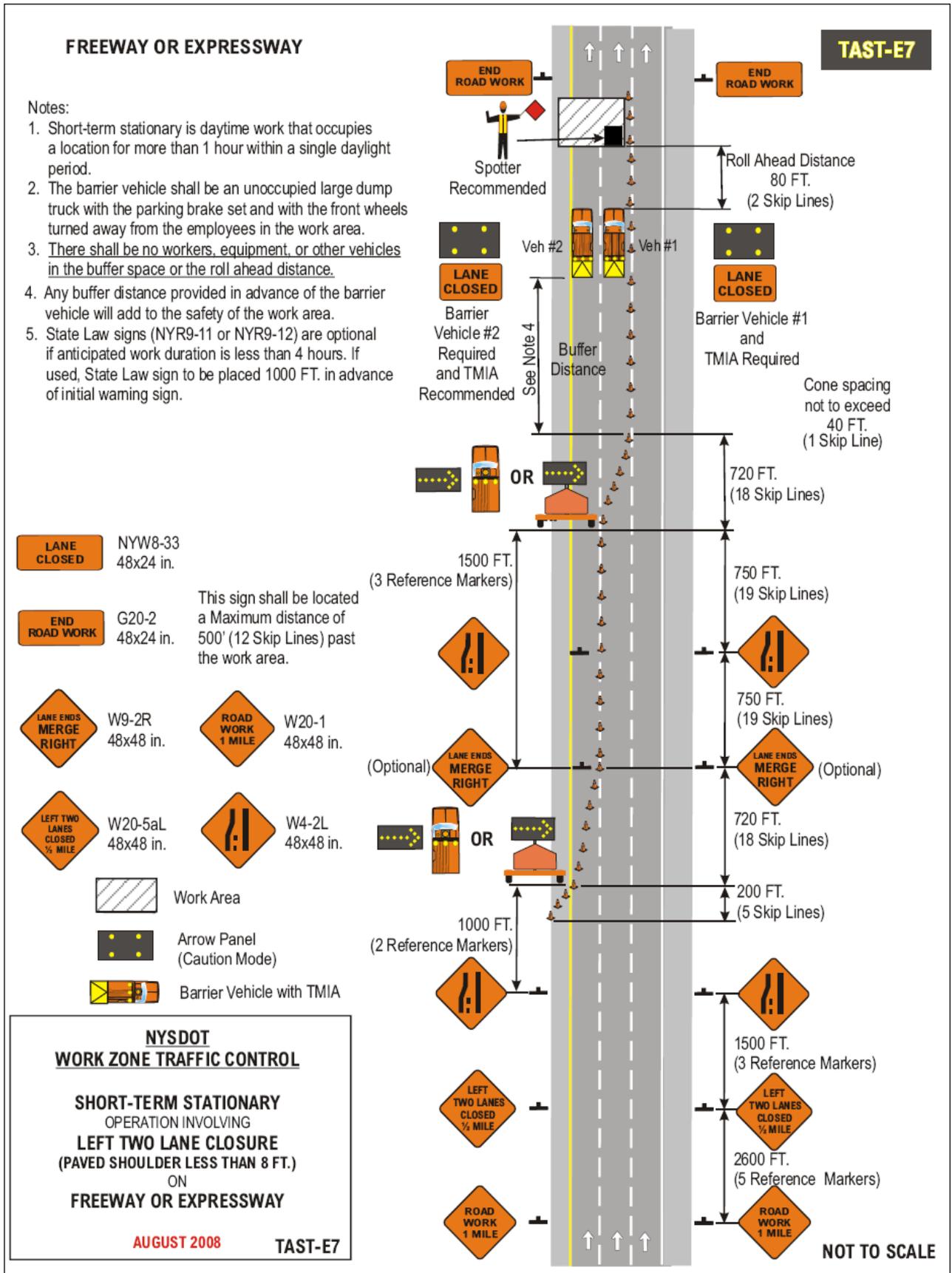
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PREVAILING WAGE RATES - FEDERALLY FUNDED PUBLIC WORKS CONTRACTS:

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.

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

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

Enter **PRC# 2011003786**, the applicable Prevailing Wage Rate Schedule for this project, and press the "Enter" key or click on "Submit". Next, click on "Original Wage Schedule" beneath the header. This schedule may require several minutes to open.

For Prevailing Wage Updates, use the following DOL link:

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

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

The Federal Wage Rate Chart for **Allegany, Schuyler, Steuben and Yates** Counties is located on the web at

<http://www.wdol.gov/wdol/scafiles/davisbacon/ny57.dvb>

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

WORKER NOTIFICATION – A9052; S6240

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

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

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

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

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

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CONTRACTOR INSURANCE:

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

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

- a) **Commercial General Liability Insurance** with minimum liability limits of not less than \$5,000,000.00 each occurrence after notice of award. Such liability shall be written on the ISO occurrence form CG 00 01© (current edition) or a substitute form providing equivalent coverages and shall cover liability arising from premises or operations, independent contractors, broad form property damage, personal & advertising injury, cross liability coverage, contractual damages, and products or completed operations, if applicable (including the tort liability of another assumed in a contract), and explosion, collapse & underground coverage. If such insurance contains an aggregate limit, it shall apply separately on a per job basis. General Liability Additional Insured Endorsement shall be on Insurance Service Office’s (ISO) form number **CG 2010 1185**.
- b) **Comprehensive Business Automobile Liability Insurance** with minimum liability limits of not less than \$2,000,000.00 each accident after notice of award. Such insurance shall cover liability arising out of any automobile including Owned (if any), Hired and Non-Owned automobiles.
- c) **Workers’ Compensation, Employer’s Liability, and Disability Benefits** meeting all New York State statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers Compensation Act must be included. Also, if the contract is for temporary staffing services or involves renting equipment with operators, the Alternate Employer Endorsement WC 00 03 01A must be included on the policy naming the People of the State of New York as the alternate employer.
- d) **OCP Insurance*** - Owners and Contractors Protective Insurance Coverage (OCP) is required by the New York Department of Transportation (NYSDOT) on any NYSDOT project on or near active highway right of way.
The OCP insurance required shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
* Contractor shall provide written proof of such coverage to the Authorized User prior to commencement of work at the Pre-paving/Pre-production conference

(continued)

CONTRACTOR INSURANCE: (Cont'd)

All insurance coverage must meet the following additional requirements:

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

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

(continued)

CONTRACT PERIOD AND RENEWALS:

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

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

SHORT TERM EXTENSION:

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

CANCELLATION FOR CONVENIENCE

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

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.

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

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

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

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

(continued)

SPECIAL NOTES

SPECIAL NOTE – Funding Source

Project 6M1101 is funded with Federal funds. All other projects in this Contract Award Notification are State funded.

SPECIAL NOTES for Project 5V1043

Price for Project 5V1043 does not include Work Zone Traffic Control. Work Zone Traffic Control will be provided by the State forces.

Crack sealing locations for Project 5V1043 are shown below:

CRACK SEALING TABLE -SOUTH ERIE (Table 1)						
Route	Beginning Milepost	End Milepost	Length (Miles)	Lanes	Lane Miles	Limits
16	16.26	18.21	1.95	2	3.90	NY 400 to US 20A
16	29.91	30.46	0.55	4	2.20	NY 240 to Buffalo CL
20A	11.08	11.75	0.67	2	1.34	NY 400 IC
39	15.63	27.11	11.48	2	22.96	US 219 to NY 16
187	0.00	3.09	3.09	2	6.18	US 20A to US 20
240	27.67	28.49	0.82	4	3.28	Ridge Rd to Potters Rd
277	8.88	11.90	3.02	4	12.08	NY 240 to NY 400
354	8.58	12.87	4.29	2	8.58	Bowen Rd to Two Rod Rd
950M	0.00	0.69	0.69	4	2.76	Buffalo CL to NY 240
951E	0.00	0.43	0.43	2	0.86	US 62 to Thruway Bridge
951V	0.00	2.06	2.06	2	4.12	NY 16 to NY 400
CATT TER	0.00	7.00	7.00	2	14.00	Milestrip, Farnham, Burning Springs, Bush, Hare, Sulphur Springs South
			36.05		82.26	

SPECIAL NOTES for Project 5V1131

Price for Project 5V1131 does not include Work Zone Traffic Control, which will be provided by the State forces.

(continued)

SPECIAL NOTES (Cont'd)

SPECIAL NOTES for Project 5V1151

Crack sealing locations for Project 5V1151 are shown in the following table:

2011 - CRACK SEALING TABLE (NIAGARA COUNTY, RESIDENCY 5-5) (Table 2)

ITEM 402.76020018 CLEANING AND SEALING CRACKS IN HOT MIX ASPHALT PAVEMENT USING HOT APPLIED SEALANT

Route No.	Highway Name	Segment Description	Reference Markers		No. of Lanes	Center Lane (mi)	Lane (mi)	Estimate Gal.	Item
			Begin	End					
957A	Robert Moses Pkwy	I-190 to J.B. Daly Blvd.	957A-5401-1000	957A-5401-1032	4	3.23	12.92	775.20	402.76020018
425	Twin Cities Hwy	Erie County Line to Erie Ave	950H-5402-1000	950H-5402-1009	4	0.92	3.68	294.40	402.76020018
425	Cambria Wilson Road	Rt. 104 to Rt. 18	425-5401-2110	425-5401-2192	2	7.99	15.98	958.80	402.76020018
93	Youngstown Lockport Rd	Rt. 18F to Rt. 425	93-5401-1000	93-5401-1120	2	12.08	24.16	1932.80	402.76020018
93	Cambria Wilson Road	Upper Mtn. Road to Rt. 104	93-5401-1188	93-5401-1158	2	2.81	5.62	449.60	402.76020018
77	Chestnut Ridge Road	Rt. 31 to Orleans County Line	77-5403-1000	77-5403-1104	2	10.45	20.9	1672.00	402.76020018
62	Niagara Falls Blvd	Packard Rd. to Military Rd.	62-5404-4012	62-5404-4034	5	2.25	11.25	731.25	402.76020018
					TOTAL	39.73	94.51	6814.05	

NOTES:

1. The estimated volume of Asphalt crack sealer is based on available information. Field conditions will govern actual quantity necessary.
2. The Engineer-in-Charge reserves the right to modify the limits of sealing based on needs and field conditions.

(continued)

DETAILED SPECIFICATIONS

**ITEM 402.76020018 - CLEANING AND SEALING CRACKS IN HOT MIX ASPHALT PAVEMENT USING
HOT APPLIED SEALANT**

DESCRIPTION

Clean and seal only primary cracks at locations shown in the contract documents or where directed by the Engineer along their entire length. Do not treat secondary radial cracks. The Engineer will determine which cracks are to be cleaned and sealed. In this specification, the word crack also means joint.

Primary cracks are defined as those greater than or equal to 1/8 inch and less than or equal to 1 inch wide.

MATERIALS

Crack Sealant

Use a sealant meeting the requirements of 705-02, Highway Joint Sealants, and ASTM D6690 Type II; Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements. Deliver the sealant in the manufacturer's original sealed container legibly marked with the following information:

- Manufacture's name.
- Trade name of sealant.
- Manufacturer's batch or lot number.
- ASTM D6690, Type II.
- Minimum application temperature.
- Maximum (or Safe) heating temperature.

Provide the Engineer with a copy of the manufacturer's recommendations pertaining to heating and application of the sealant prior to commencing work.

CONSTRUCTION DETAILS

General

Complete all pavement repairs contained in the contract documents bordering pavement cracks prior to commencing work.

Furnish all equipment that is necessary for cleaning and sealing the pavement cracks. Use equipment meeting the description and/or performance requirements described herein and approved by the Engineer.

Replace pavement markings that become covered and/ or obliterated more than 25% of their width with the sealant at no additional cost to the State.

Crack Preparation

Prepare cracks for sealing on the same day that they are to be sealed.

Use a high pressure air lance or hot air lance to thoroughly clean cracks to a minimum depth of 2 inch of dust, dirt, foreign material, sand and any other extraneous materials immediately prior to sealing. Do not burn, scorch or ignite the adjoining pavement when using a hot air lance.

Install suitable traps or devices on the compressed air equipment to prevent moisture and oil from contaminating the crack surfaces. Maintain these devices and see that they are functioning properly.

Protect the public from potentially objectionable and/or hazardous airborne debris.

Sealant Melting

Heat and melt the sealant in a melter constructed either as a double boiler filled with a heat-transfer medium between the inner and outer shells, or with internal tubes or coils carrying the sealant through a heated oil bath and into a heated double wall hopper. The melter will be equipped with separate thermometers to indicate the temperature of the heat transfer medium and the sealant material, positive temperature controls and with a mechanical agitator or a recirculating pump to assure a homogeneous blend of the sealant. Maintain the sealant at the pouring temperature $\pm 10^{\circ}\text{F}$ indicated on the material packaging.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

CONSTRUCTION DETAILS (Cont'd)

Sealant Melting (Cont'd)

Check the discharge temperature of the sealant with a non-contact infrared thermometer. Discharge the sealant at a temperature between the manufacturer's recommended pouring and safe heating temperatures indicated on the material packaging. Submit an alternate method for measuring the discharge temperature to the Engineer for approval if desired.

Sealing is not permitted if the melter and discharge temperatures do not meet with the requirements described above.

Equip the discharge hose with a thermostatically controlled heating apparatus or insulate it to maintain the proper sealant pouring temperature. Holster the discharge hose to the melter if it is not thermostatically heat controlled. Circulate the sealant from the discharge hose and the melter to maintain the proper sealant pouring temperature.

Do not use sealant material heated beyond the safe heating temperature.

If the manufacturer's recommendations allow the sealant to be reheated or heated in excess of six hours, recharge the melter with fresh material amounting to at least 20 percent of the volume of the material remaining in the melter.

Sealing

Sealing is to be done when ambient air temperature is at or above 40°F.

Seal the crack by placing the applicator wand in or directly over the crack opening and carefully discharge the sealant. Strike-off the sealant flush with the pavement surface using a squeegee or sealing shoe pressed firmly against the pavement. Only a narrow thin film of material measuring from 1 to 2 inches wide and 1/16 inch thick is allowed on the pavement surface after sealing the crack. If the sealant sinks into the crack more than 3/8 inch below the pavement surface, clean it with high pressure air and seal it to meet the specified thin film amount.

A low pressure, light spray of water may be used to accelerate cooling of the sealant. Blotting the sealant with fine aggregate is not allowed. Remove and dispose sealant in excess of the specified thin "film" dimensions or that has not bonded to both sides of the crack.

Do not allow traffic on the sealed cracks until the seal has cured so as not to track. Clean sealed cracks damaged from traffic with high pressure air and reseal them to meet the specified thin film amount at no additional cost to the State.

The finished work shall produce a water tight crack sealed flush with the pavement surface.

METHOD OF MEASUREMENT

The Engineer will measure the number of gallons of sealant corrected to 60° F used to properly clean and seal cracks in conformance with this specification.

BASIS OF PAYMENT

In the unit price, includes the cost of all material, equipment and labor necessary to complete the work.

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
402.76020018	Cleaning and Sealing Cracks in HMA Pavements Using Hot Applied Sealant	Gallons

(continued)

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

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

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

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____
 Address: _____ Title: _____
 _____ Date: _____
 _____ Phone: _____
 _____ E-mail: _____

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

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