

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

**CONTRACT AWARD NOTIFICATION**

<b>Title</b>	:	<b>Group – 31505 LIQUID BITUMINOUS MATERIALS (Crack Sealer – 1<sup>st</sup> Letting) (2012 DOT Specific Projects) (Federal &amp; State Funds)</b>
		<b>Classification Code(s): 30</b>
<b>Award Number</b>	:	<b><u><a href="#">22562</a></u></b>
<b>Contract Period</b>	:	<b>June 1, 2013 through December 31, 2013</b>
<b>Bid Opening Date</b>	:	<b>August 14, 2012</b>
<b>Date of Issue</b>	:	<b>June 1, 2013</b>
<b>Specification Reference</b>	:	SPEC-919 dated September 27, 2010 (Supersedes SPEC-913 dated September 16, 2008) and as Incorporated Herein
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

**Address Inquiries To:**

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
Name : Elise Relyea	New York State Procurement
Title : Contract Management Specialist 2	Customer Services
Phone : 518-408-2383	Phone : 518-474-6717
Fax : 518-474-1160	Fax : 518-474-2437
E-mail : <a href="mailto:elise.relyea@ogs.ny.gov">elise.relyea@ogs.ny.gov</a>	E-mail : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

**The New York State Procurement 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 # 22562

(continued)

**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.# / NYS VENDOR#</u></b>
PC66087 SB WBE	ANN SEAL, INC 130 Main Street Suite 3 Johnson City, NY 13790	607/797-3737 Doug Luke Fax: 607/797-2877 E-mail: tdarling@annseal.com	030435899 1000005228
PC66088 SB	BOTHAR CONSTRUCTION, LLC 170 East Service Road Binghamton, NY 13901	607/723-5012 James E. O'Brien Jr. Fax: 607/723-4982 E-mail: jimjr@botharconst.com Web Site: www.botharconst.com	161570429 1000008391
PC66089	SUIT-KOTE CORPORATION 1911 Lorings Crossing Road Cortland, NY 13045	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 1000007846
PC66090	VESTAL ASPHALT, INC. 201 Stage Road Vestal, NY 13850	800/837-8253 607/785-3393 Garrett Guiles Fax: 607/785-3396 E-mail: gguiles@vestalaspalt.com Web Site: www.vestalaspalt.com	161201418 1000007868

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 NEW YORK STATE PROCUREMENT.

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)

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The New York State Procurement 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

**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).

**PRICE:**

General -

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

Price quoted shall be 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, cleaning of cracks, and disposal of debris shall be included in the price quoted 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 Invitation for Bids.

(continued)

PRICE: (Cont'd)

- 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 \$5,000,000 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 separate CONTRACTOR INSURANCE clause".)

Asphalt Price Adjustments -

1. Asphalt price adjustments allowed will be based on the **March 1, 2012 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 March 1, 2012 average is \$613.00 per ton.**

**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.**

2. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the "Adjustment Date", during the contract period. 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.
3. 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: none;"> <tr> <td style="text-align: center;">New Monthly Average FOB Terminal Price</td> <td style="text-align: center;">-</td> <td style="text-align: center;">Base Average Terminal Price</td> </tr> <tr> <td colspan="3" style="text-align: center; border-top: 1px solid black;">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										

4. All asphalt price adjustments will be computed to three decimal places.
5. Asphalt price adjustments allowed by this contract shall be calculated and applied to the original prices. There will not be asphalt price adjustments unless the change amounts to more than \$0.01 per gallon from the original price. In these instances, prices will revert back to the original prices.
6. 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>Total % Asphalt Petroleum Allowance</u>	<u>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	\$623.000 – \$613.000	
Base Avg. Price = \$613.000	_____	X 0.562 = + 0.024 per gallon
New Avg. Price = \$623.000	235	
Total Allowable Petroleum = 56.2%		

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

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

(continued)

**CRACK SEALER DOT SPECIFIC PROJECTS AND AWARDED CONTRACTORS:**

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>	<u>Price Per Gallon</u>	<u>Contractor</u>
1	5V1217	<b>REGION 5</b> Cattaraugus Route 62 RM 62 5102 1000-1103 10.3 CL Miles	2,213		
		Cattaraugus I-86 RM 17 5112 1000-1014 1.4 CL Miles	602		
		Cattaraugus I-86 RM 17 5112  5059-5107 4.9 CL Miles	2,106		
		Cattaraugus Route 446 RM 408 5101 1000-1050 5.0 CL Miles	1,075		
		Cattaraugus Route 241 RM 241 5101 1000-1070 7.0 CL Miles	1,504		
<b>OGS Item #1 PROJECT 5V1217 TOTAL QUANTITY</b>			<b>7,500 Gallons</b>	<b>\$14.610</b>	<b>Suit-Kote Corporation</b>

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>	<u>Price Per Gallon</u>	<u>Contractor</u>
2	5V1229	<b>REGION 5</b> Chautauqua Route 5 RM 5 5201 1000-1184 18.3 CL Miles	2,572		
		Chautauqua Route 86 RM 17 5211 1090-1192 11.2 CL Miles	3,148		
		Chautauqua Route 86 RM 17 5211 1202-1379 21.4 CL Miles	6,015		
		Chautauqua Route 394 RM 17 520 1000-1016 1.6 CL Miles	225		
		Chautauqua Route 60 RM 60 5201 3101-3174 7.4 CL Miles	1,040		
<b>OGS Item #2</b>	<b>PROJECT 5V1229</b>				
<b>TOTAL QUANTITY</b>			<b>13,000 Gallons</b>	<b>\$14.530</b>	<b>Suit-Kote Corporation</b>

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>
3	5V1236	<b>NORTH ERIE RESIDENCY</b>	
		Erie Route 5 RM 5 5302/ 4088-4119 3.1 CL Miles	728
		Erie Route 20 RM 20 5302/ 1412-1440 2.7CL Miles	918
		Erie Route 93 RM 93 5302/ 1049-1053 0.4 CL Miles	66
		Erie Route 130 RM 130 5301/ 2036-2045 0.9 CL Miles	270
		Erie Route 198 RM 198 5301/ 1004-1019 1.5 CL Miles	462
		Erie Route 198 RM 198 5301/ 1027-1032 0.7 CL Miles	359
Erie Route 265 RM 265-5301/ 2000-2030 3.0 CL Miles	1,118		

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>	<u>Price Per Gallon</u>	<u>Contractor</u>
3 (cont'd.)	5V1236	Erie Route 265 RM 265-5301/ 3010-3014 0.4 CL Miles	89		
		Erie Route 62 RM 62-5303/ 4018-4032 1.4 CL Miles	682		
		Erie Route 324 RM 324-5302/ 1131-1160 2.81 CL Miles	1,370		
		Erie Route 324 RM 324-5302/ 1198-1222 2.4 CL Miles	720		
		Erie Route 952A RM 33B-5301/ 2000-2017 1.7 CL Miles	510		
<b>OGS Item #3 PROJECT 5V1236 TOTAL QUANTITY</b>			<b>7,292 Gallons</b>	<b>\$18.630</b>	<b>Bothar Construction, LLC</b>

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>
<b>4</b>	5V1246	<b>SOUTH ERIE RESIDENCY</b>	
		Erie	924
		Route 954G RM 954G 5301/ 1100-1116 & 1026-1071 6.1 CL Miles	
		Erie	1,474
		Route 39 RM 39 5303 1066-1158 9.2 CL Miles	
		Erie	807
		Route 75 RM 75 5301/ 1163-1189 2.6 CL Miles	
		Erie1,116 Route 5 RM 5 5302/ 1158-1196 3.7 CL Miles	1,116
Erie	1,279		
Route 20 RM 20 5302/ 1164-1199 3.4 CL Miles			
Erie	459		
Route 62 RM 62 5303/ 1167-1196 3.1 CL Miles			
Erie	1,650		
Route 179 RM 179 5301/ 1000-1044 4.4 CL Miles			

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>	<u>Price Per Gallon</u>	<u>Contractor</u>
4 (cont'd.)	5V1246	Erie Route 20A RM 20A 5301/ 1119-1136 1.8 CL Miles	272		
<b>OGS Item #4 PROJECT 5V1246 TOTAL QUANTITY</b>			<b>7,981 Gallons</b>	<b>\$16.630</b>	<b>Suit-Kote Corporation</b>

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>	<u>Price Per Gallon</u>	<u>Contractor</u>
5	5V1254	<b>REGION 5</b> Niagara Various Routes (see table) 52.64 CL Miles	8,712		
<b>OGS Item #5 PROJECT 5V1254 TOTAL QUANTITY</b>			<b>8,712 Gallons</b>	<b>\$19.340</b>	<b>AnnSeal, Inc.</b>

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>
<b>6</b>	6M1201	<b>RESIDENCY 6-1</b> (Federal Aid)	
		Allegany SR 305 RM 305 6102/ 1133-1144 1.1 CL Miles	220
		Allegany SR 446 RM 408 6102/ 1000-1017 1.7 CL Miles	340
		Allegany SR 417 RM 17 6103/ 1176.5 to 1222 4.6 CL Miles	960
		Allegany SR 417 RM 17 6103/ 1037 to 1073 3.6 CL Miles	865
		Allegany I-86 Ramps - Exit 31 RM 17 6103/ 2185.5 to 2191.5+ 1.2 CL Miles	225

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>
<b>6 (cont'd)</b>		<b>RESIDENCY 6-2</b>	
		Steuben SR 54 RM 54 6401/ 1068 to 1151 8.3 CL Miles	3,320
		Steuben SR 414 RM 414 6401/ 1111 to 2023 2.6 CL Miles	780
		Steuben SR 352 RM 17 6404/ 3028 to 3029.5 0.2 CL Miles	90
		Steuben SR 352 RM 17 6404/ 3029.5 to 3036+ 0.7 CL Miles	235
		Steuben SR 352 RM 352 6401/ 1003 to 1007 0.4 CL Miles	400
		Chemung SR 223 RM 223 6201/ 1070 to 1098 2.8 CL Miles	1,400
		Chemung SR 352 RM 17 6202/ 1000 to 1015 1.6 CL Miles	640

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>	<u>Price Per Gallon</u>	<u>Contractor</u>
<b>6 (cont'd)</b>		<b>RESIDENCY 6-3</b>			
		Yates SR 14A RM 14A 6604/ 1100 to 1158 5.8 CL Miles	1,395		
		Yates SR 14 RM 14 6603/ 1000 to 1028 2.8 CL Miles	560		
		Schuyler SR 14 RM 14 6302/ 1104 to 1133 2.9 CL Miles	580		
		Schuyler SR 14A ramps at SR 14 RM 14 6301/ 1000 to 1005+ .09 CL Miles	205		

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>
6(cont'd)		<b>RESIDENCY 6-4</b>	
		Steuben I-86 RM 17 6404/ 4041 to 4141 10.0 CL Miles	4,000
		Steuben I-390 RM 390I 6401/ 1059 to 1109 5.0 CL Mile	2,000
		Steuben SR 417 RM 17 6404/ 1066 to 1086 2.0 CL Miles	700
		Steuben SR 417 RM 17 6404/ 1166 to 1194 2.8 CL Miles	980
		Steuben SR 417 RM 17 6404/ 1224 to 1259 3.5 CL Miles	1,050
		Steuben SR 417 RM 17 6404/ 1194 to 1224 3.0 CL Miles	900
		Steuben SR 36 RM 36 6401/ 3026-3220 1.5 CL Miles	900

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>	<u>Price Per Gallon</u>	<u>Contractor</u>
<b>6 (cont'd)</b>		Steuben SR 417 RM 17 6401/ 1114 to 1134 2.0 CL Miles	480		
		Steuben SR 371 RM 371 6401/ 1004 to 1028 2.4 CL Miles	575		
<b>OGS Item #6 PROJECT 6M1201 TOTAL QUANTITY</b>			<b>27,000 Gallons</b>	<b>\$13.970</b>	<b>Vestal Asphalt, Inc.</b>

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>	<u>Price Per Gallon</u>	<u>Contractor</u>
<b>7</b>	<b>980634</b>	<b>REGION 9</b> Tioga Route 17 East Bound Only RM 17 6506/ 3169-3272 Including EB 64, 65, 66 Ramps 11.5 CL Miles	2,015		
<b>OGS Item #7 PROJECT 980634 TOTAL QUANTITY</b>			<b>2,015 Gallons</b>	<b>\$13.570</b>	<b>Vestal Asphalt, Inc.</b>

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>
<b>8</b>	980635	<b>REGION 9</b>	675
		Sullivan Route 42 RM 42-9602/ 1131 – 1155 2.4 CL Miles	
		Sullivan Route 42 RM 42-9602 1182 – 1179 0.3 CL Miles	100
		Sullivan Route 17B RM 17B-9601/ 1209 – 1178 3.1 CL Miles	1,100
		Sullivan Route 97 RM 97-9602/ 1176 – 1245 6.9 CL Miles	1,950
		Sullivan Route 97 RM 97-9602/ 1454 – 1492 3.8 CL Miles	1,075
		Sullivan Route 52 RM 52-9601/ 1150 – 1172 2.2 CL Miles	620
		Sullivan Route 52 RM 52-9601/ 1218 – 1247 2.9 CL Miles	820

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>
8 (cont'd)		Sullivan Route 17B RM 17B-9601/ 1078 – 1120 4.2 CL Miles	1,200
		Sullivan Route 55 RM 55-9601/ 1314-1350 3.6 CL Miles	1,000
		Sullivan Route 55 RM 55-9601/ 1371-1382 1.1 CL Miles	300
		Sullivan Route 55 RM 55-9601/ 1418-1433 1.5 CL Miles	425
		Sullivan Route 42 RM 42-9602/ 1119 – 1130 1.1 CL Miles	480
		Sullivan Route 17 Exit 106 Off Ramp, EB & WB 0.5 CL Miles	120
		Delaware Route 206 RM 206 9303/ 1183-1229 4.6 CL Miles	1,800

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>	<u>Price Per Gallon</u>	<u>Contractor</u>
8 (cont'd)		Delaware RM 17 RM 17 9308/ 1193-1238 4.5 CL Miles	4,450		
		Sullivan Route 17 RM 17-9609/ 1073-1105 3.2 CL Miles	1,950		
<b>OGS Item #8</b>					
<b>PROJECT 980635</b>					
<b>TOTAL QUANTITY</b>			<b>18,065 Gallons</b>	<b>\$14.030</b>	<b>Vestal Asphalt, Inc.</b>

(continued)

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

<u>OGS Item</u>	<u>Project No.</u>	<u>Region or Residency/ County/ Location</u>	<u>Estimated Quantities (Gallons)</u>	<u>Price Per Gallon</u>	<u>Contractor</u>
<b>9</b>	980636	Delaware Rte 28 RM 28-9302/ 1396 – 1474 7.8 CL Miles	1,950		
		Schoharie Rte 10 RM 10-9502/ 1000 – 1064 6.4 CL Miles	1,600		
		Schoharie Rte 30 RM 30-9502/ 1134 – 1212 8.2 CL Miles	2,050		
		Delaware Rte 28 RM 28-9302/ 1188 – 1115 7.3 CL Miles	1,825		
		Schoharie 145RM 145-9502/ 1190 – 1112 7.8 CL Miles	1,950		
		Schoharie 20 (Eastbound Only) RM 20-9518/ 2175 – 1071 10.4 CL Miles	2,600		
		<b>OGS Item #9 PROJECT 980636 TOTAL QUANTITY</b>		<b>11,975 Gallons</b>	

(continued)

**REQUEST FOR CHANGE:**

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

**CONTRACT PAYMENTS:**

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

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

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

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

**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 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.

**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.

(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](http://www.osc.state.ny.us), by e-mail at [epunit@osc.state.ny.us](mailto: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.

**NYSPRO'S DISPUTE RESOLUTION POLICY:**

It is the policy of the Office of General Services' New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO'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](http://www.ogs.ny.gov)).

(continued)

**IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew a Contract or assume the responsibility of a Contract awarded in response to the solicitation, certifies at the time the Contract is renewed or assigned that it or its assignee is not included on the prohibited entities list.

During the term of the Contract, should OGS receive information that a person is in violation of the above-referenced certification, OGS will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default. OGS reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

**DIESEL EMISSION REDUCTION ACT OF 2006:**

Pursuant to the Diesel Emissions Reduction Act, §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. These vehicles are to be operated exclusively on ULSD. 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.

The Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities. The Law provides a list of exempted vehicles. Regulations 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)

---

**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**

**POLICY STATEMENT**

The New York State Office of General Services (OGS), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("the Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting verses the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program.

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor 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 it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this contract; or (ii) employment outside New York State.

Bidder further agrees to submit with the bid a staffing plan (Form EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to OGS a workforce utilization report (Form EEO 101) identifying the work force actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), 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 conviction and prior arrest.

Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises (MWBE)

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

(continued)

**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 in parenthesis:

- a) **Commercial General Liability Insurance** with minimum liability limits of **not less than \$2,000,000.00 each occurrence** (and minimum liability limits of not less than \$5,000,000 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 both at the time of bid and 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.

(continued)

CONTRACTOR INSURANCE: (Cont'd)

- 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.

In addition, as stated above, Workers' Compensation, Employer's Liability, and Disability Benefits coverage meeting all New York State statutory requirements are required.

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.

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 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.

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.

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.

(continued)

**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 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.

**PREVAILING WAGE RATES – STATE AND FEDERALLY FUNDED PUBLIC WORKS CONTRACTS:**

Work being bid 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 and rejection of bid.

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&id=723460>

Enter **2012005509**, the applicable Prevailing Wage Rate Schedule for this project, in the PRC# field and press the "Enter" key or click on "Submit". Next, click on "Wage Schedule" beneath the header. This schedule may require several minutes to open.

For Prevailing Wage Updates, use the following DOL link:

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

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

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

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

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 #
Allegany	NY47
Cattaraugus	NY8
Chautauqua	NY8
Chemung	NY5

COUNTY	WD #
Delaware	NY21
Erie	NY8
Niagara	NY11
Schoharie	NY2

COUNTY	WD #
Schuyler	NY5
Steuben	NY18
Sullivan	NY7
Tioga	NY45

COUNTY	WD #
Yates	NY33

(continued)

---

PREVAILING WAGE RATES – STATE AND FEDERALLY FUNDED PUBLIC WORKS CONTRACTS: (Cont'd)

**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 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](http://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](http://www.labor.state.ny.us/workerprotection/publicwork/PWContents.shtm).

**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, New York State Procurement.

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 IFB. 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.

(continued)

**WORK ZONE TRAFFIC CONTROL:**

The Contractor shall be responsible for Work Zone Traffic Control. Traffic shall be controlled in accordance with Sections 619-1 through 619-3 of the Standard Specifications, the Manual of Uniform Traffic Control Devices (MUTCD), and as described herein. The Contractor shall submit a Work Zone Traffic Control Plan for approval to the Resident Engineer at the Pre-Paving Conference. For two-way roadways, Figures TAST-C1R, TAST-C2R, TAST-C3R, TAST-C4R, TAST-C5R, TAST-C7R, TAST-C1UL, TAST-C2UL, TAST-C3UL, TAST-C4U, TAST-C7UL, TAST-C1UH, TAST-C2UH, TAST-C3UH, and TAST-C7UH included in this Invitation For Bids may be used as a basis for development of a Work Zone Traffic Control Plan. For one-way roadways, Figures TAST-C5UL, TAST-C6UL, TAST-C8UL, TAST-C5UH, TAST-C6UH, and TAST-C8UH may be used as a basis for development of a Work Zone Traffic Control Plan. For one-way Freeways or Expressways, Figures TAST-E1, TAST-E2, TAST-E3, TAST-E4, TAST-E5, TAST-E6, and TAST-E7 may be used as a basis for development of a Work Zone Traffic Control Plan.

All necessary flaggers for Work Zone Traffic Control shall be provided by the contractor. For two-way, 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 including flagging, construction signs, and shadow vehicles are to be included in the price bid per gallon. No separate payment shall be made.

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 Invitation for Bids:

**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.

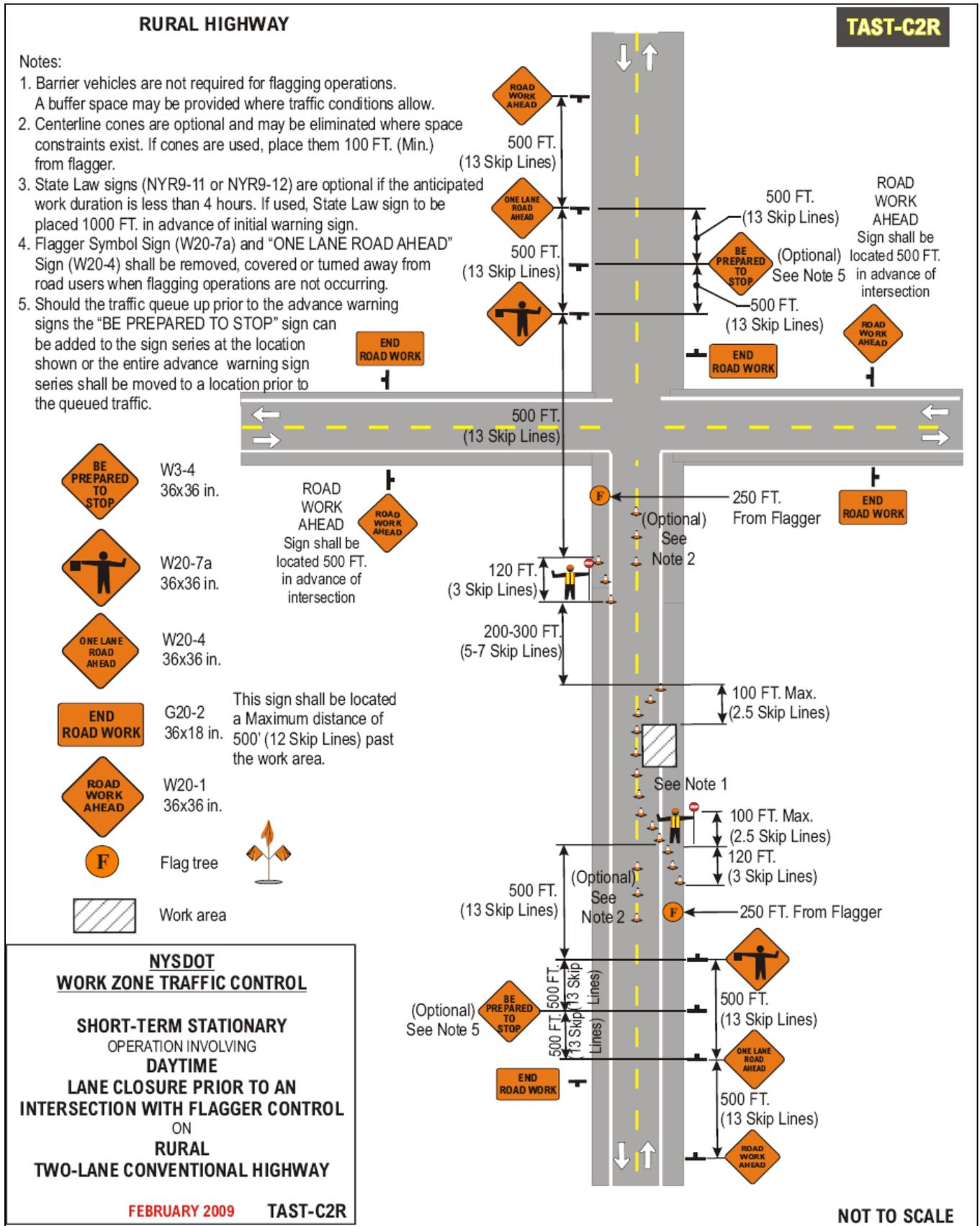
**Flagger Station Enhanced Setups:**

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.

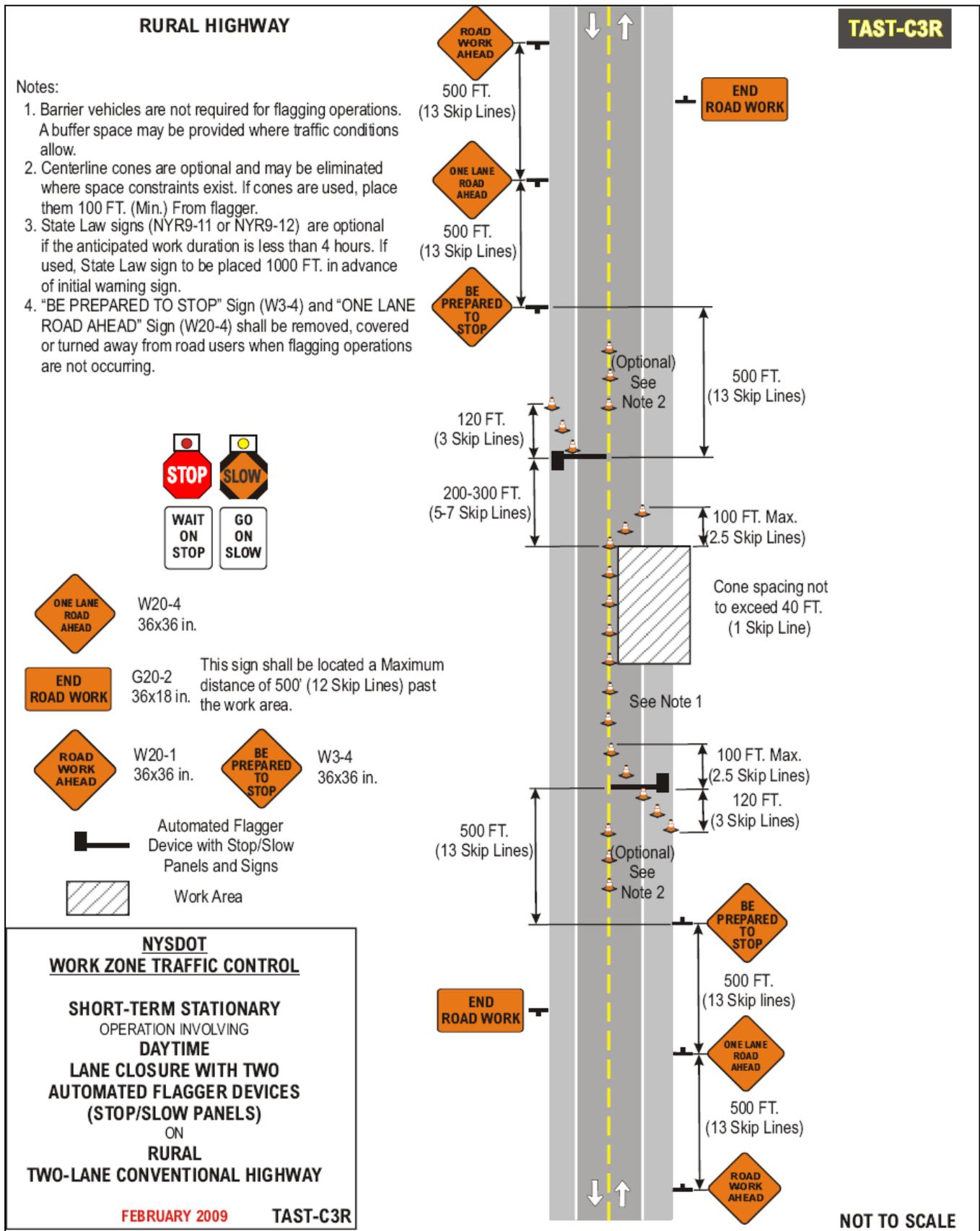
The attached drawing, TAST-C1R provides additional detail on the Flagger Station Enhanced Setup.

(continued)





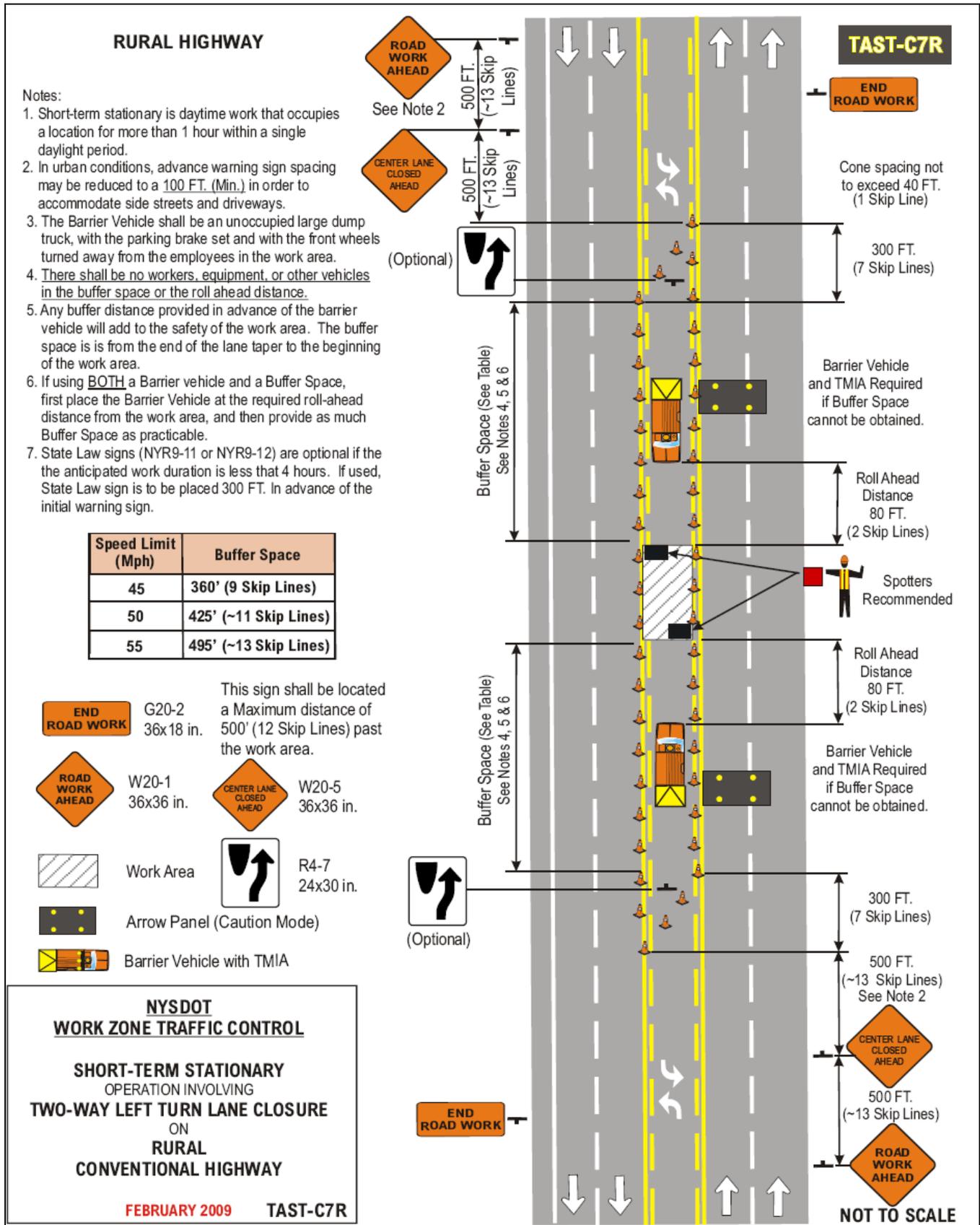
(continued)



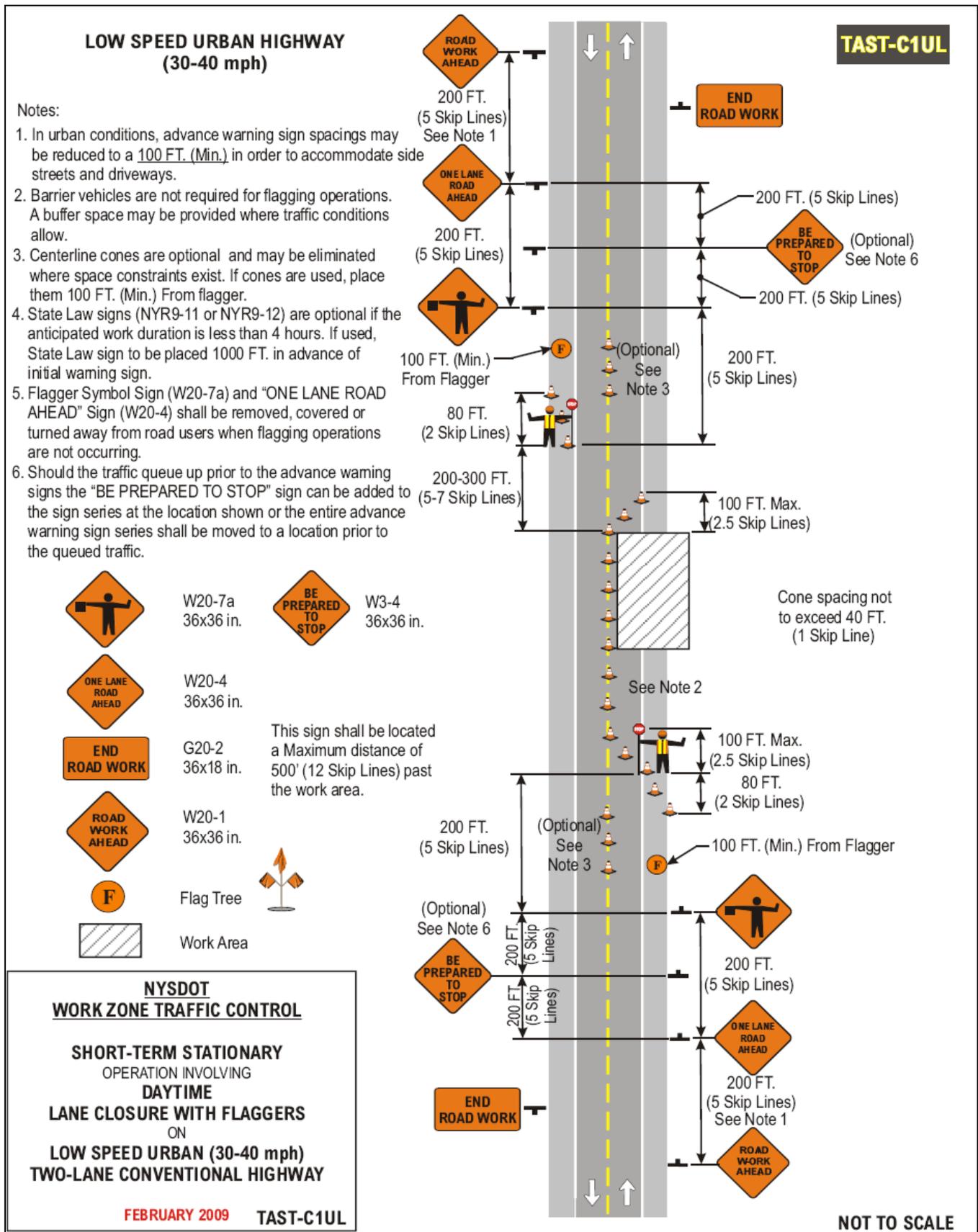
(continued)



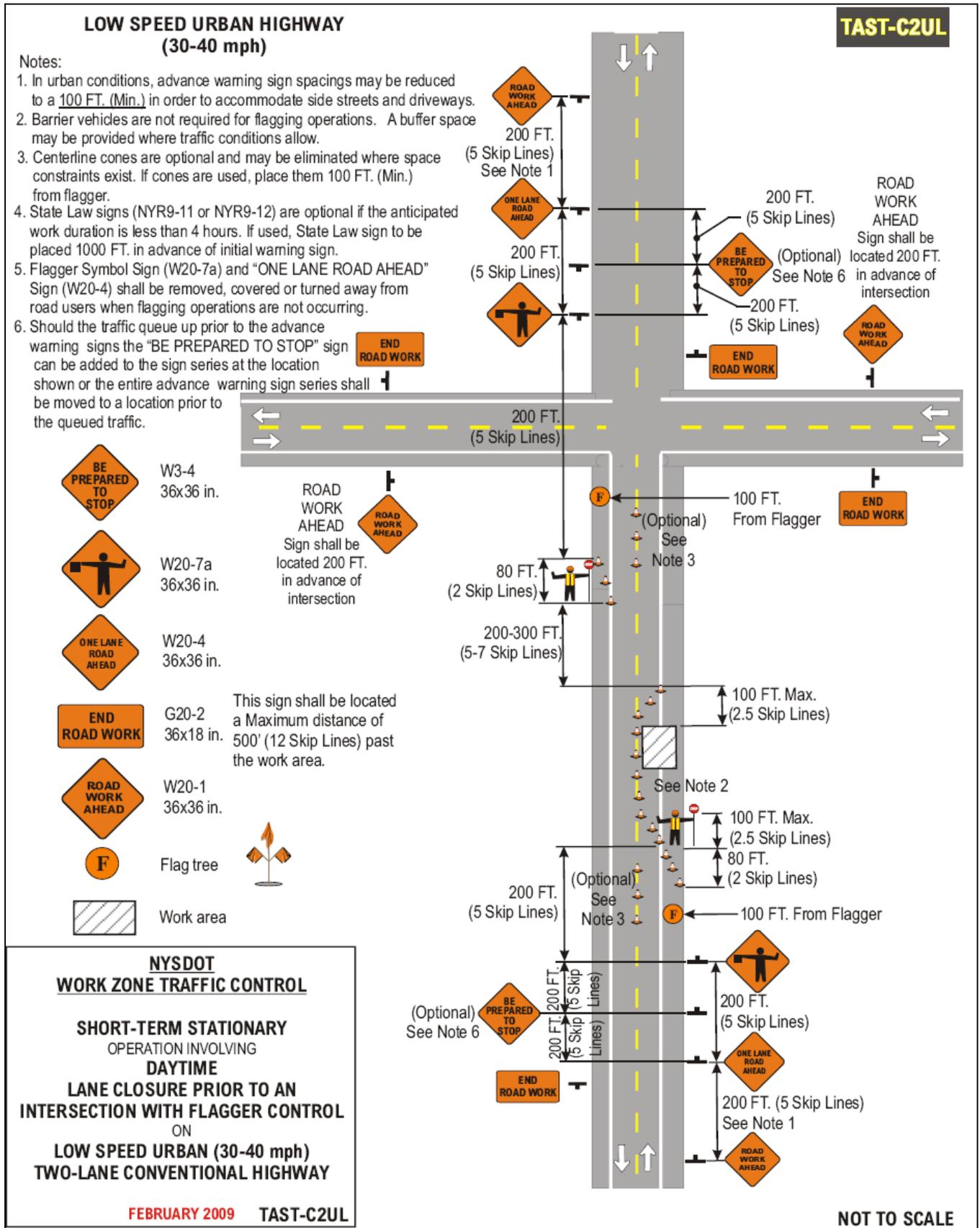




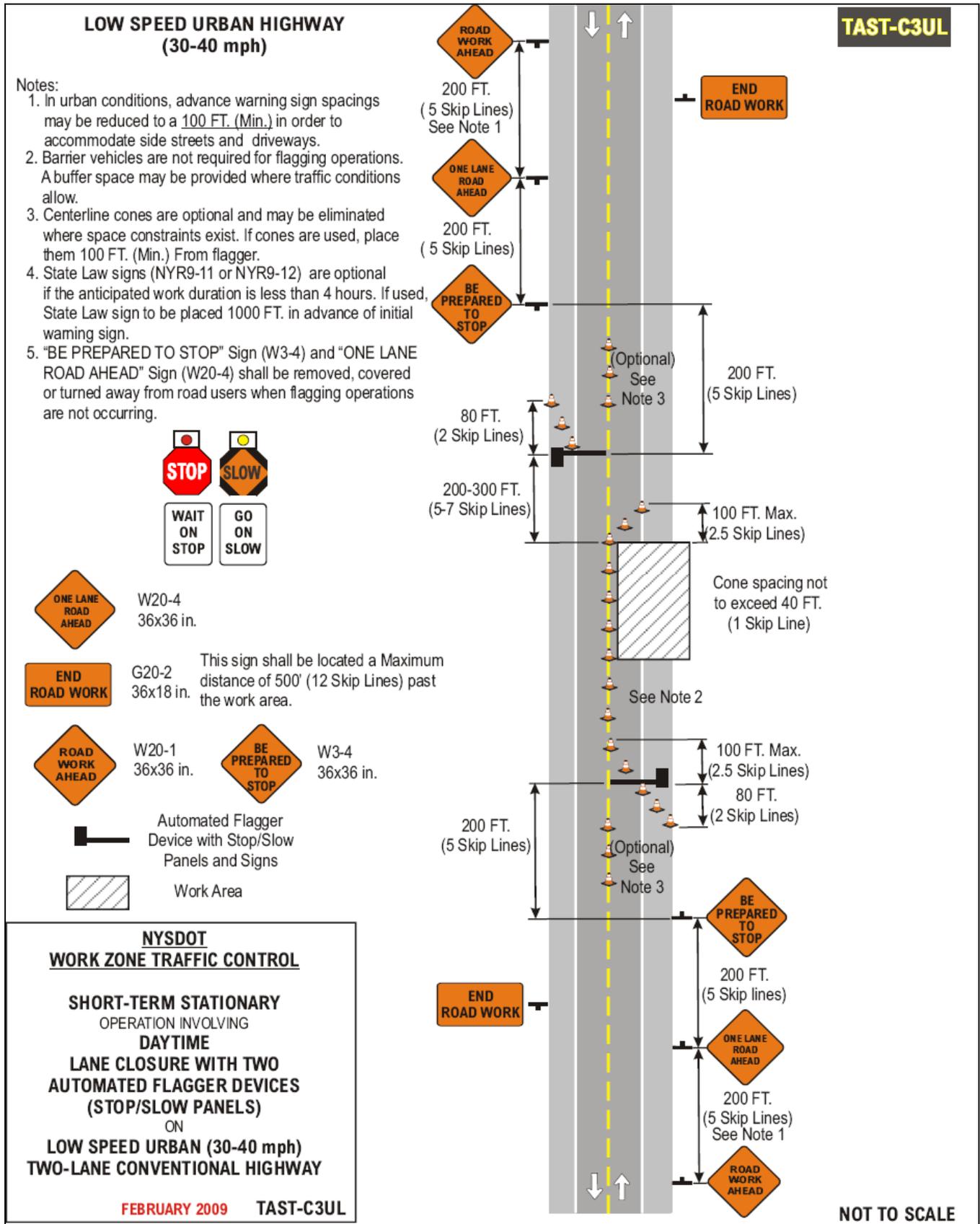
(continued)



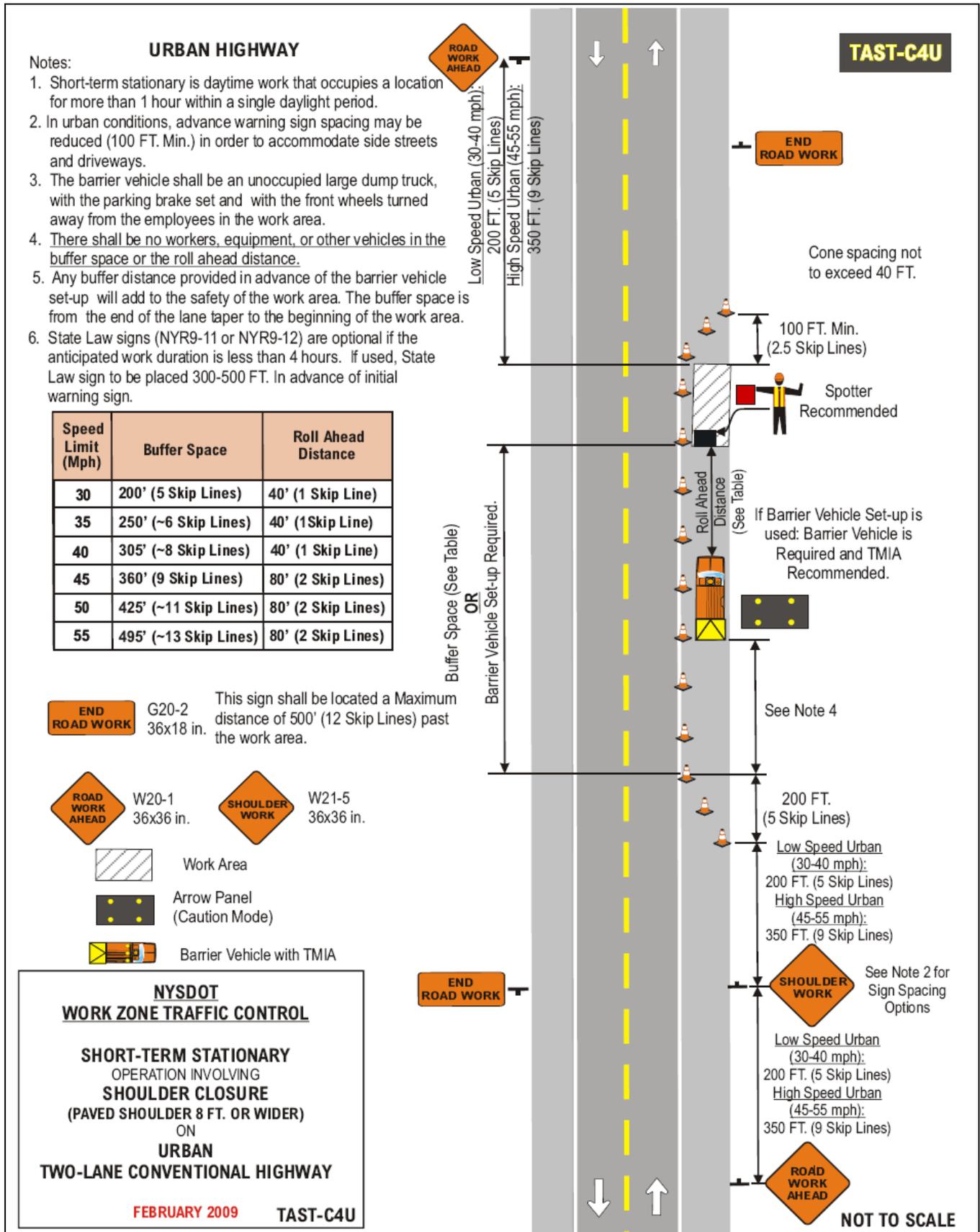
(continued)



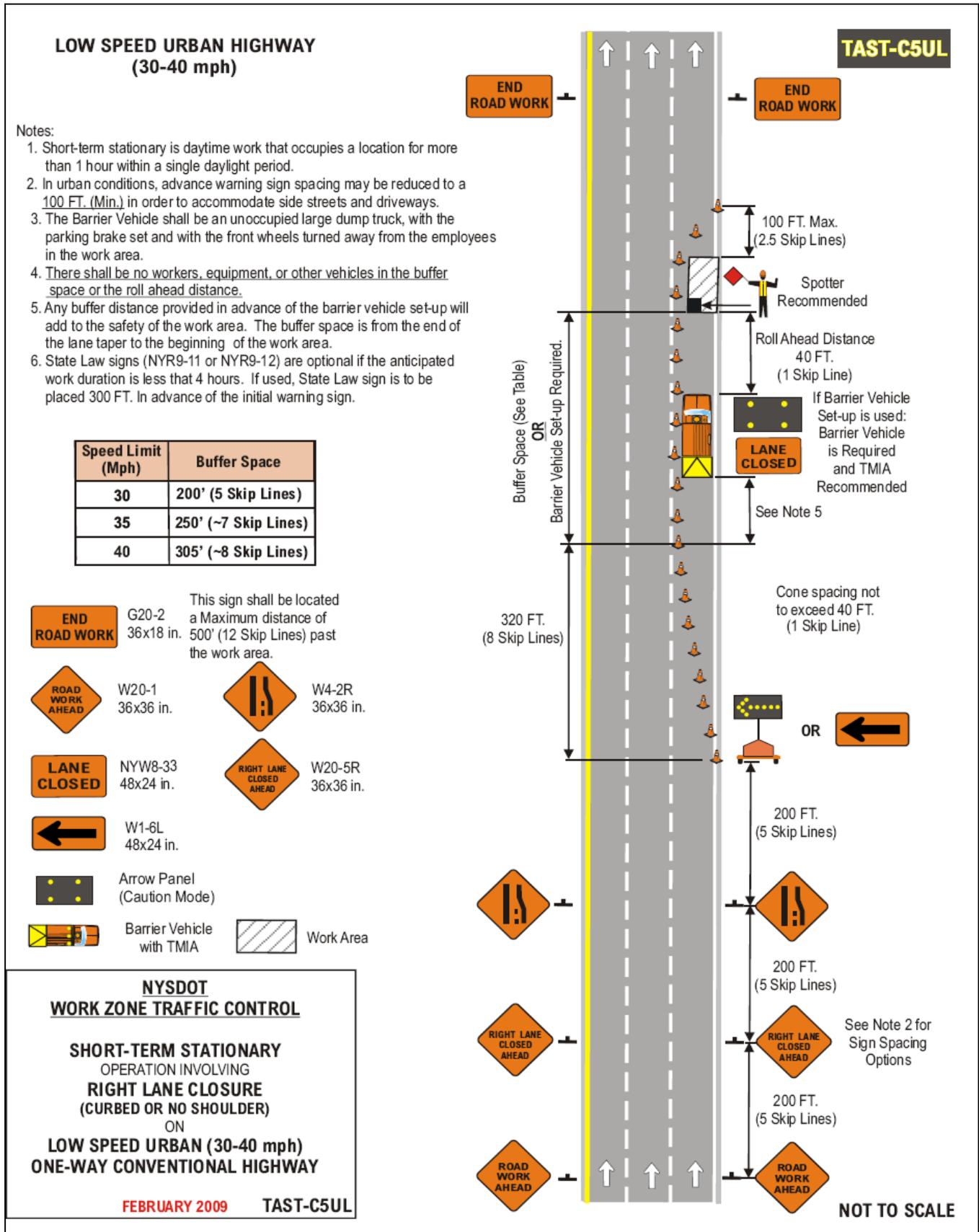
(continued)



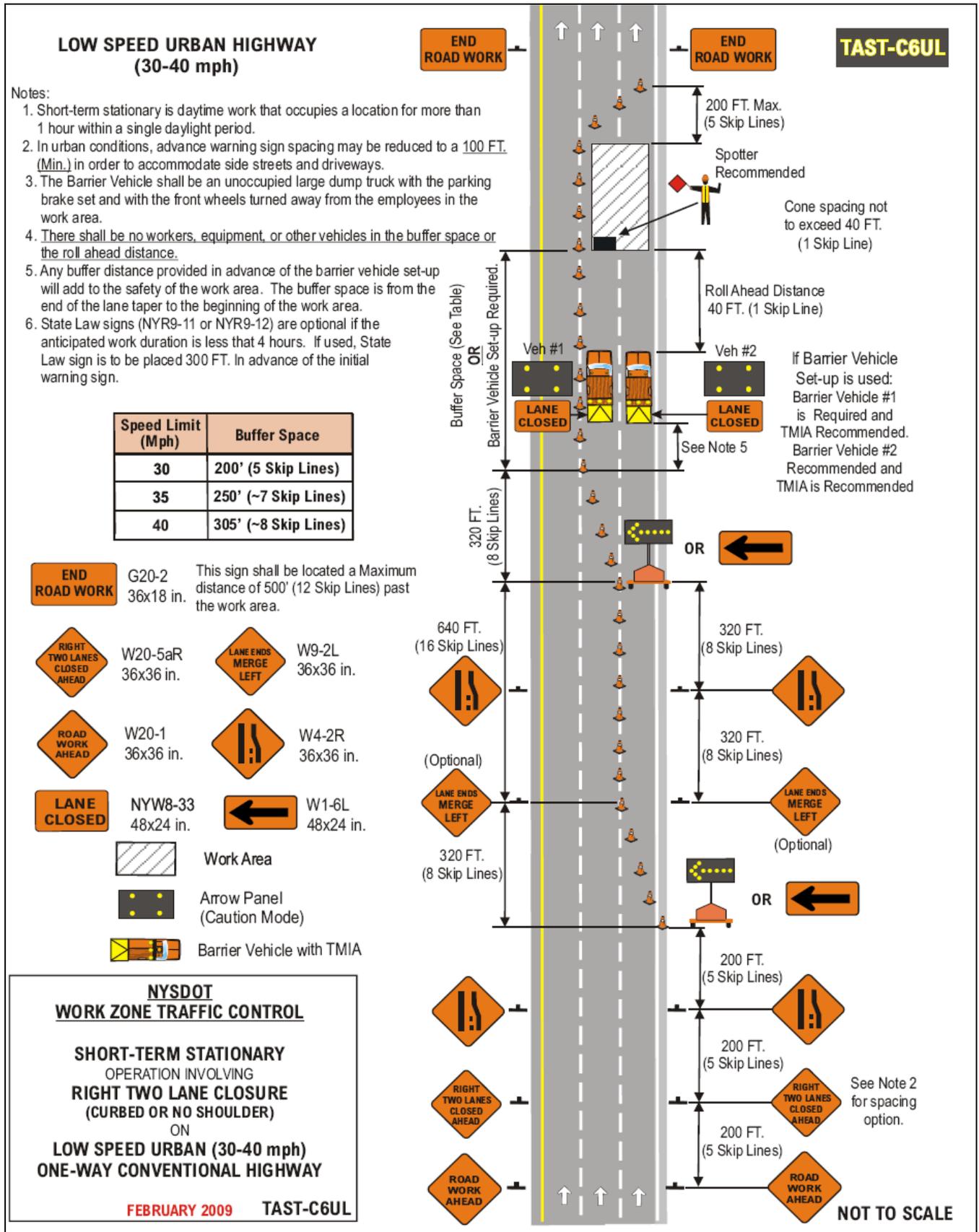
(continued)



(continued)

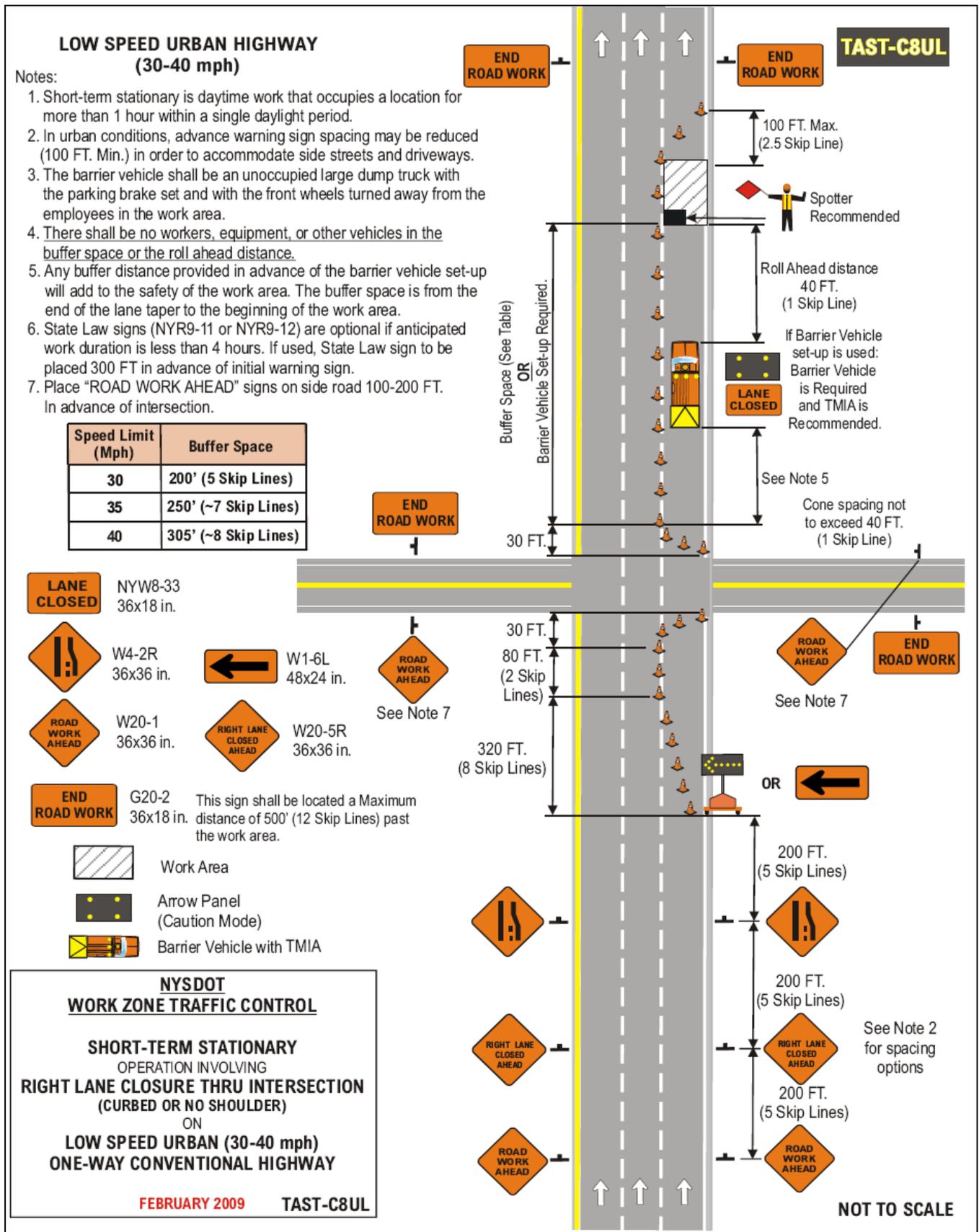


(continued)

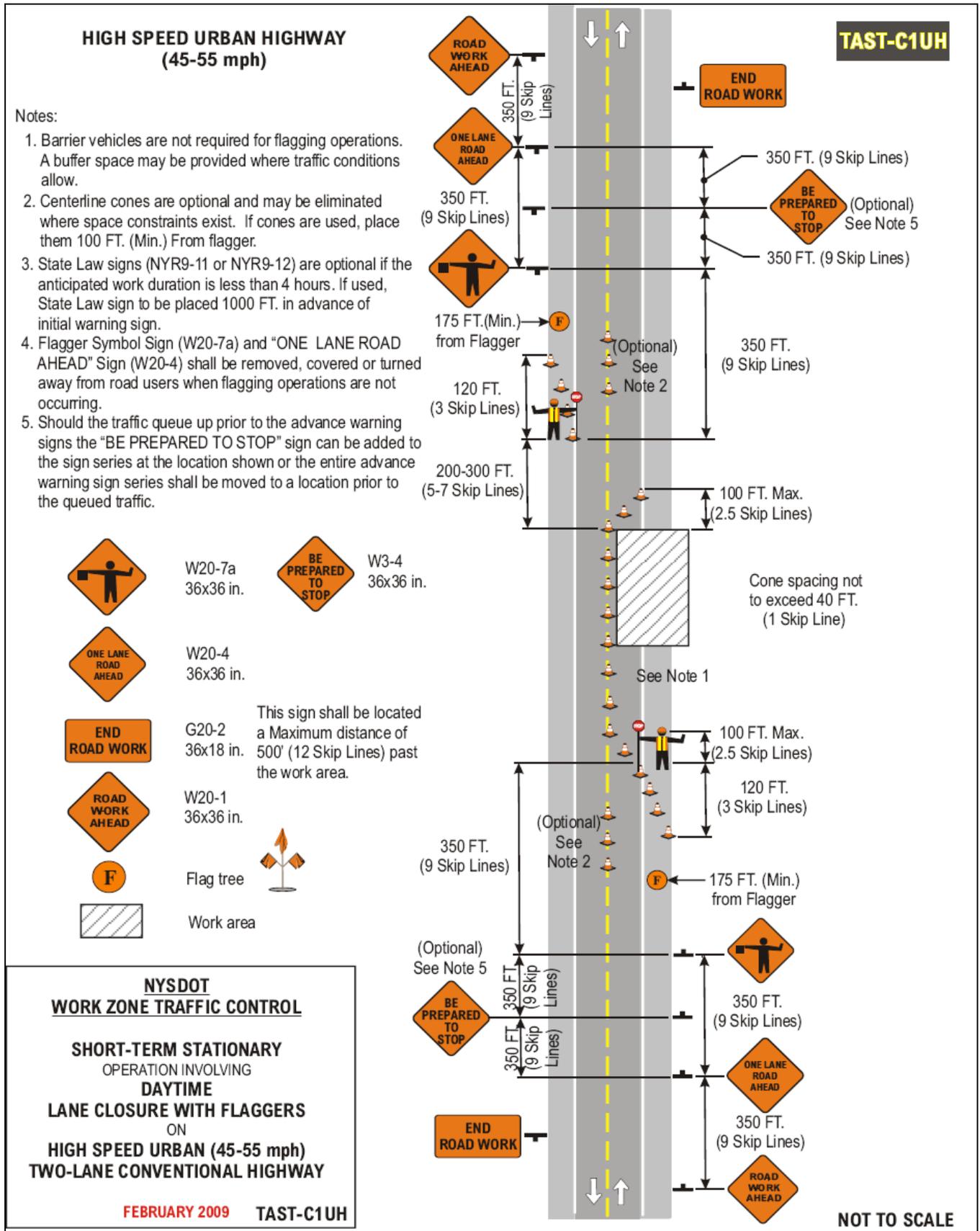


(continued)



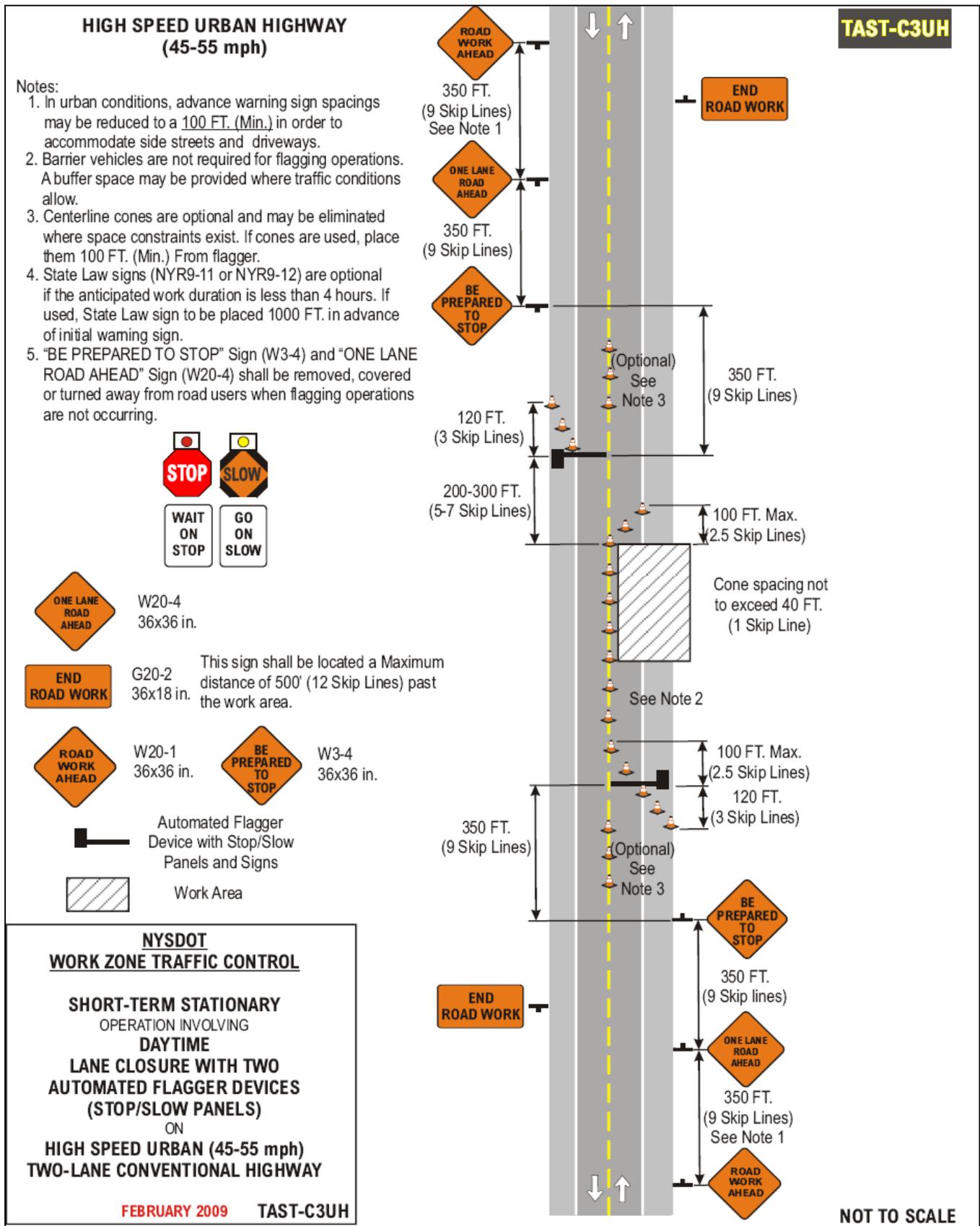


(continued)

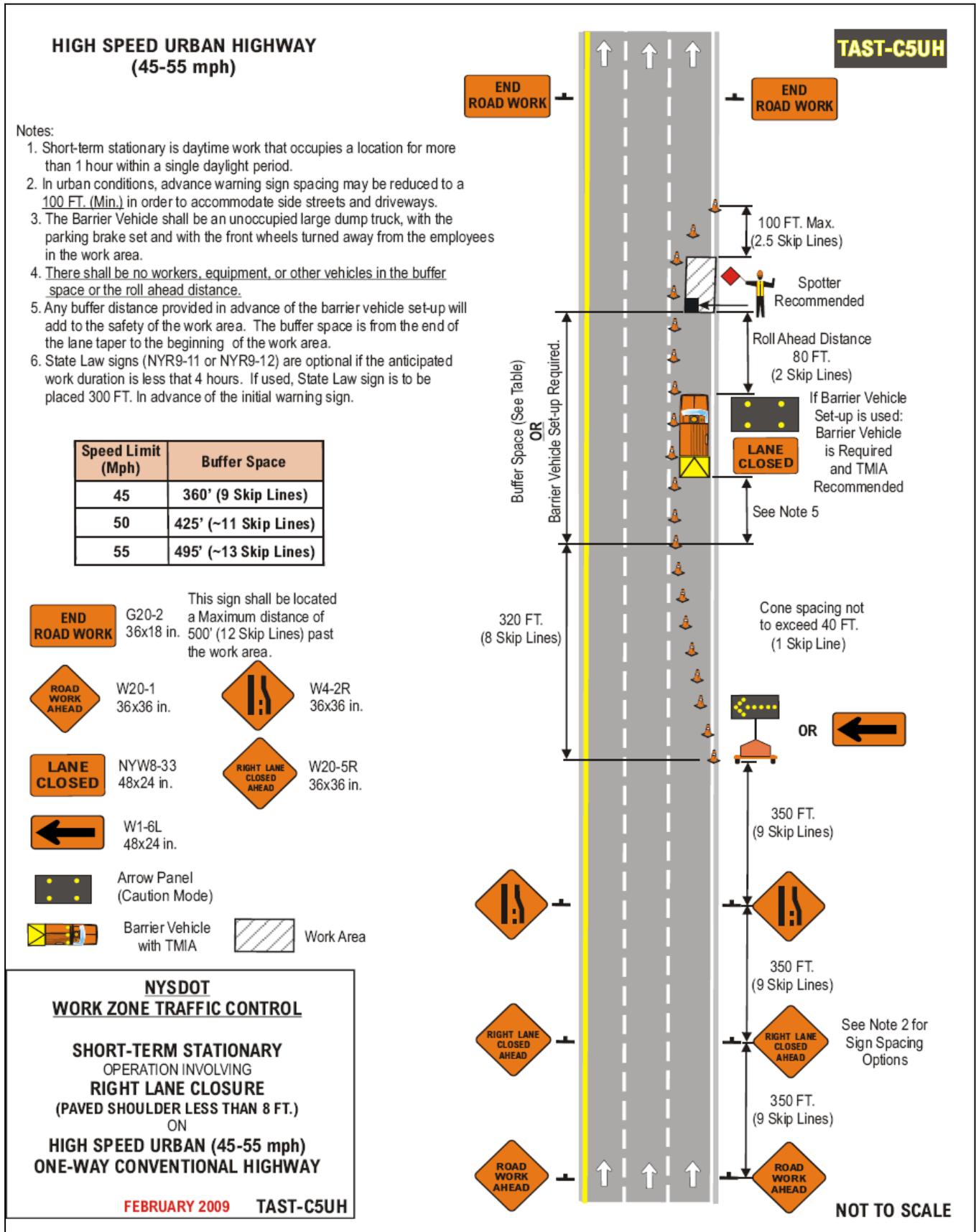


(continued)

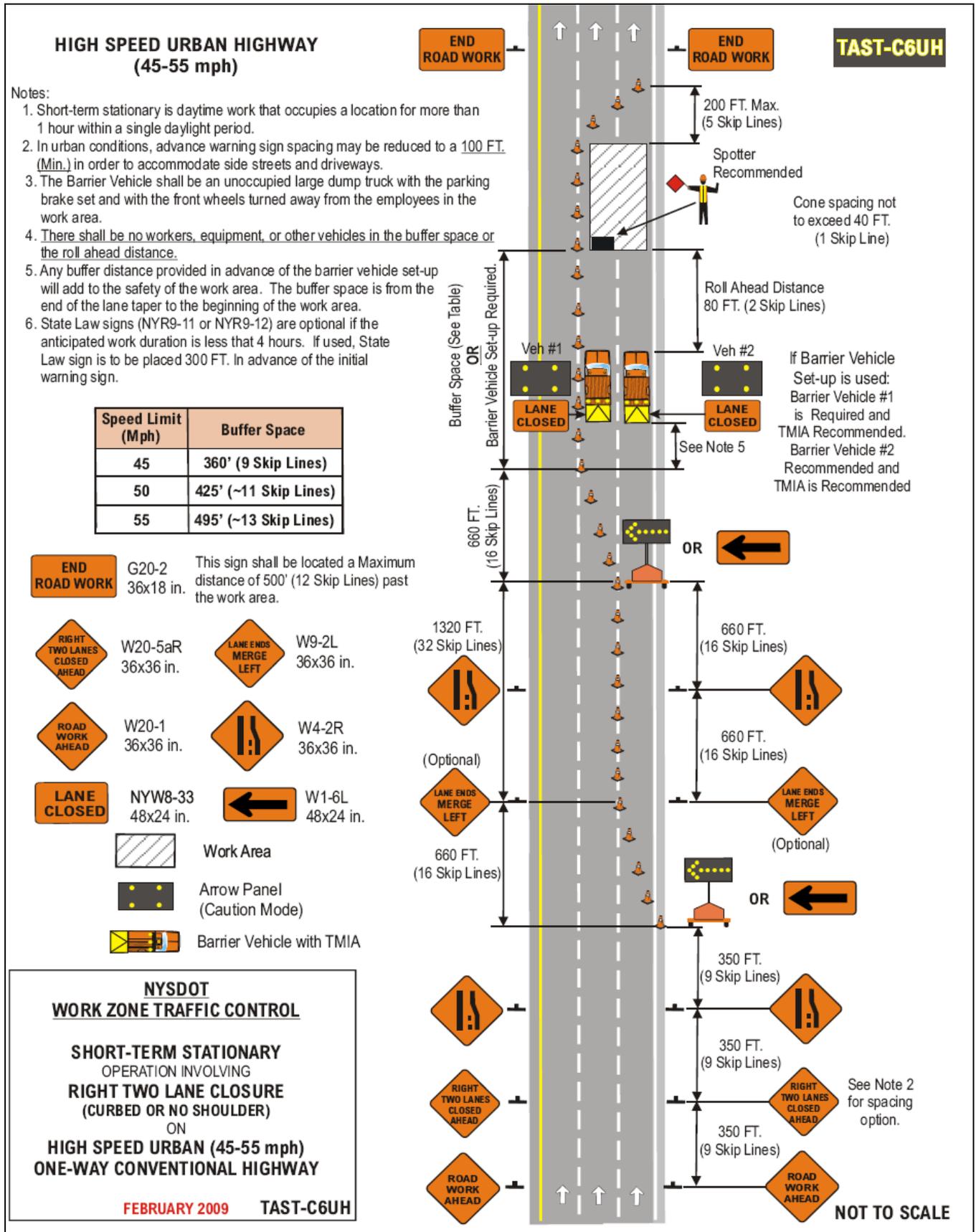




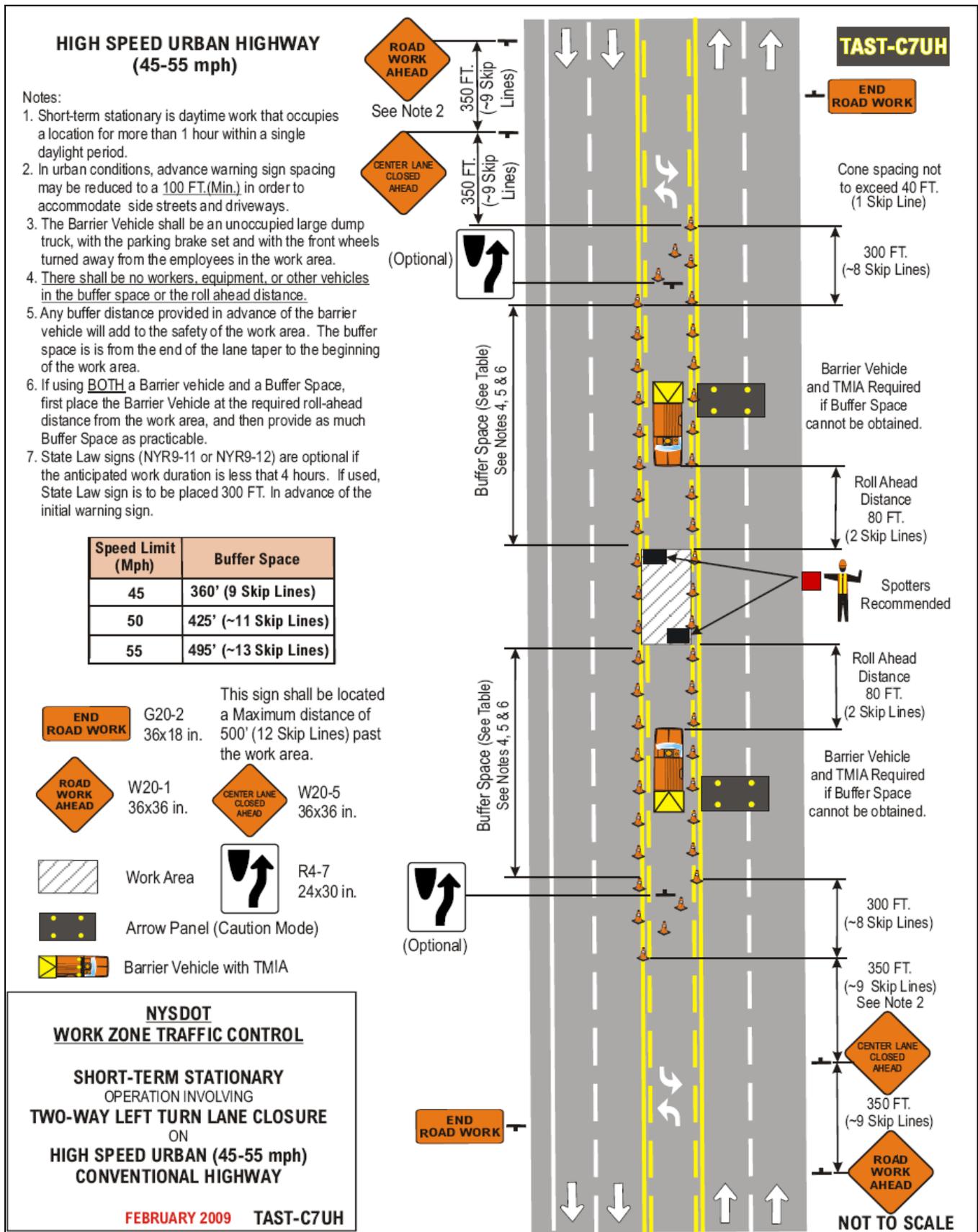
(continued)



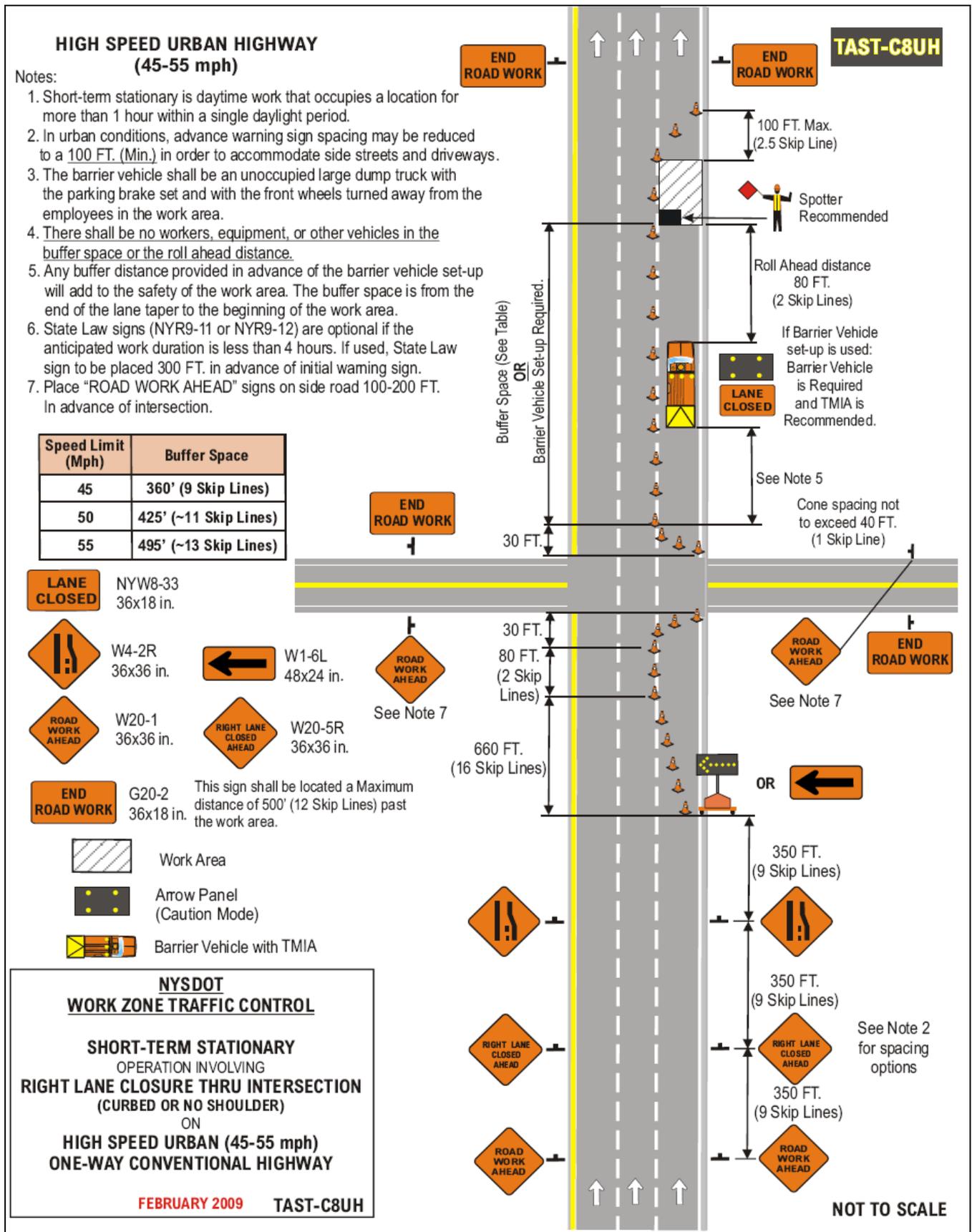
(continued)



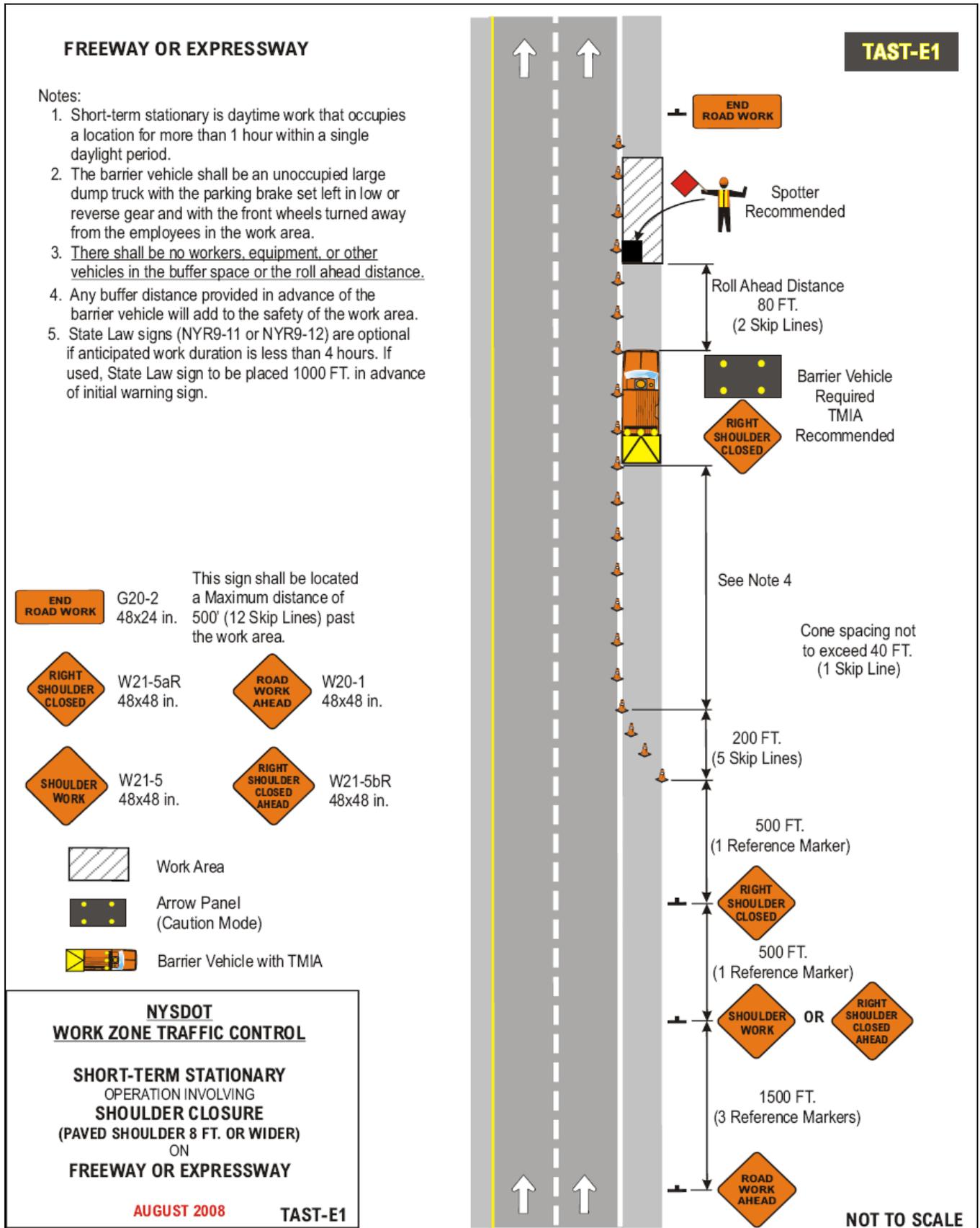
(continued)



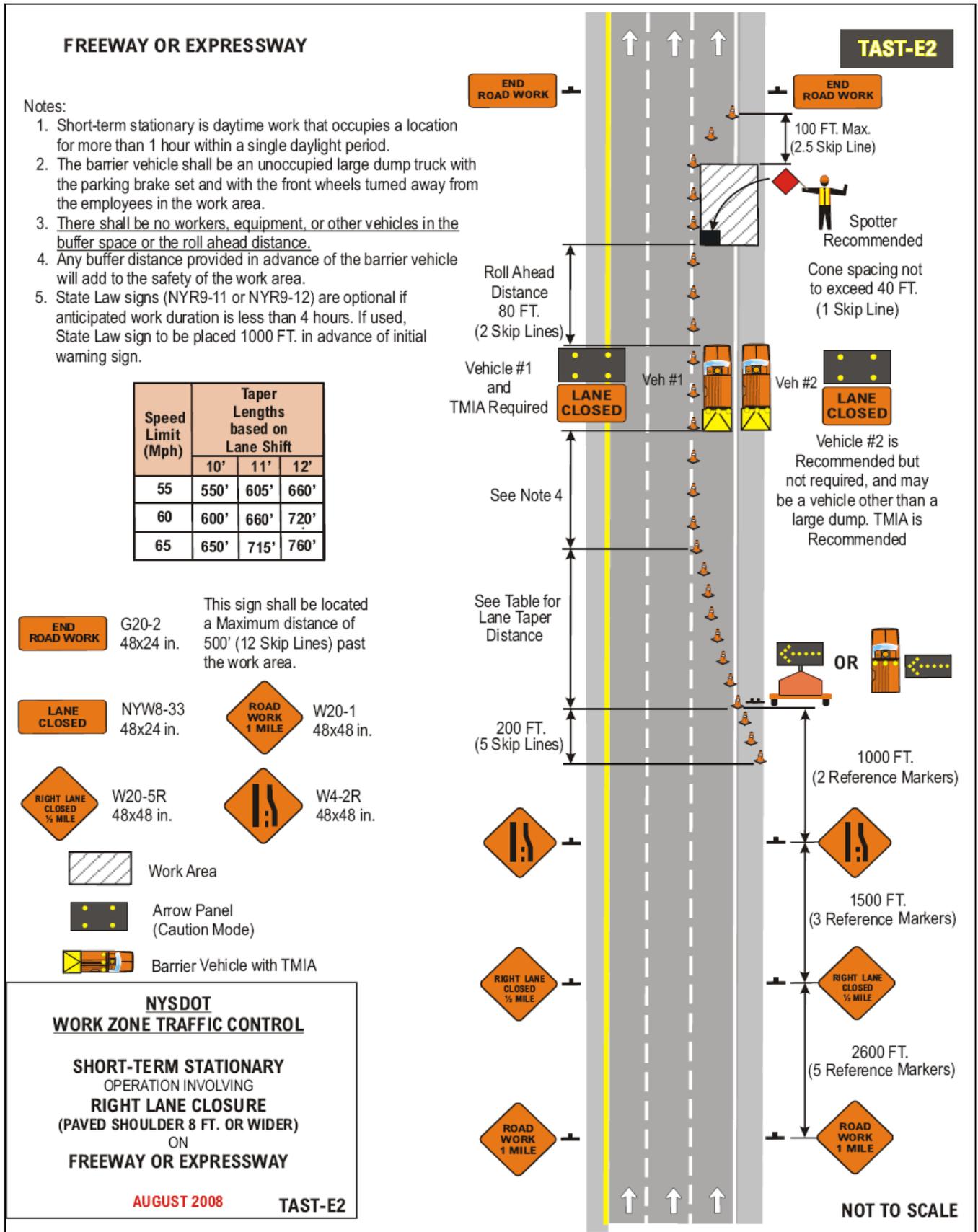
(continued)



(continued)



(continued)



(continued)

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

**TAST-E3**

**Notes:**

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

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

**END ROAD WORK** G20-2  
48x24 in.

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

**LANE CLOSED** NYW8-33  
48x24 in.

**ROAD WORK 1 MILE** W20-1  
48x48 in.

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

**LANE CLOSED AHEAD** W4-2R  
48x48 in.

Work Area

Arrow Panel (Caution Mode)

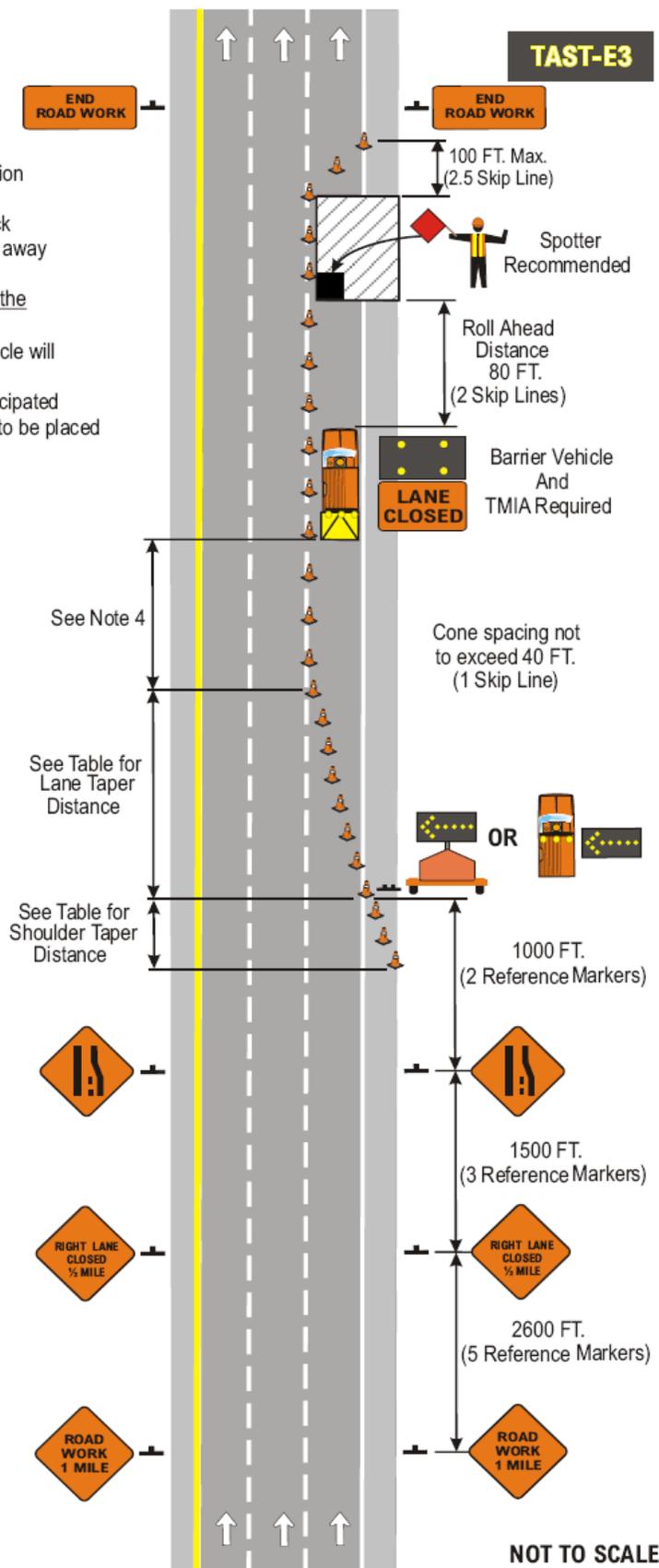
Barrier Vehicle with TMIA

**NYSDOT  
WORK ZONE TRAFFIC CONTROL**

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

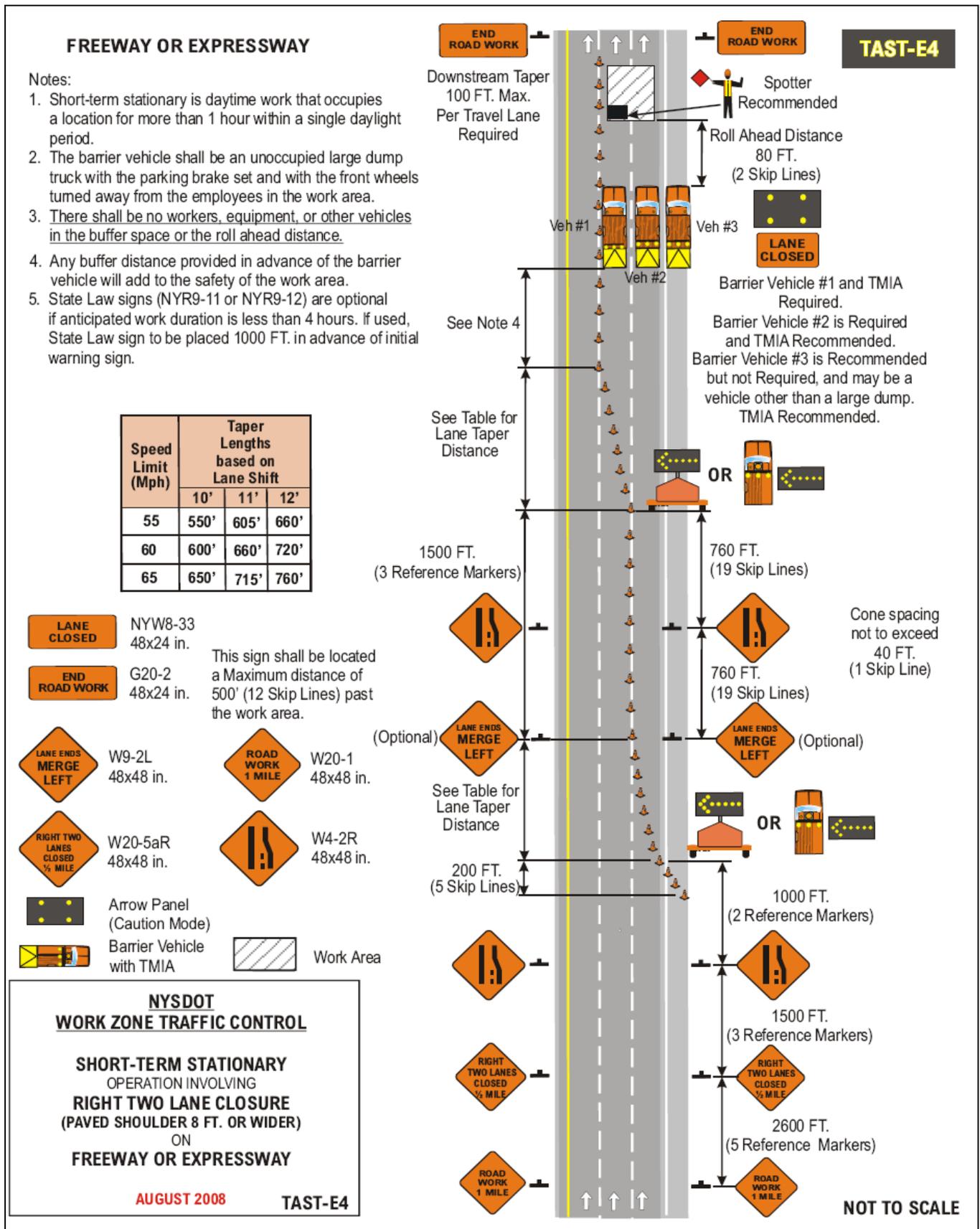
**AUGUST 2008**

**TAST-E3**

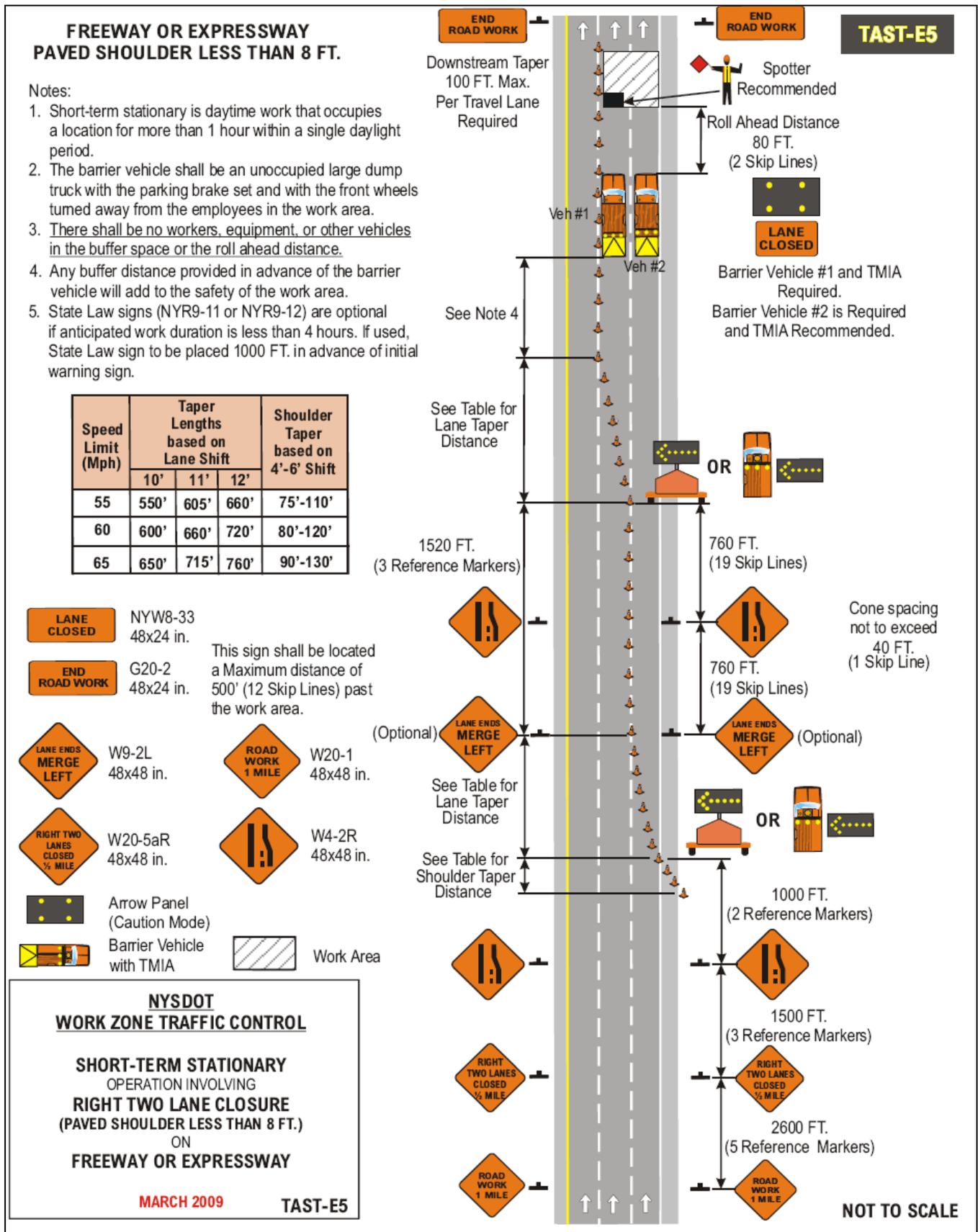


**NOT TO SCALE**

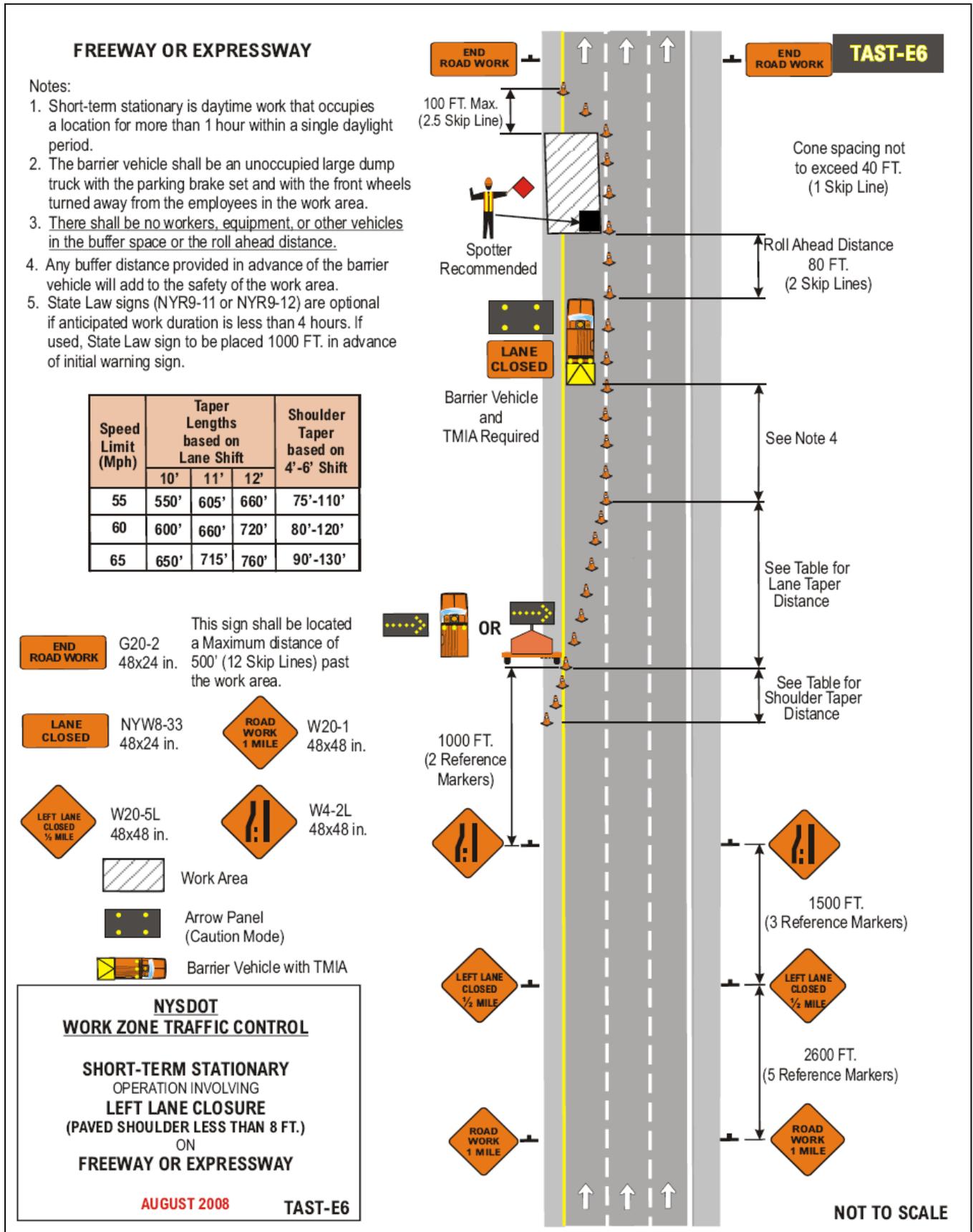
(continued)



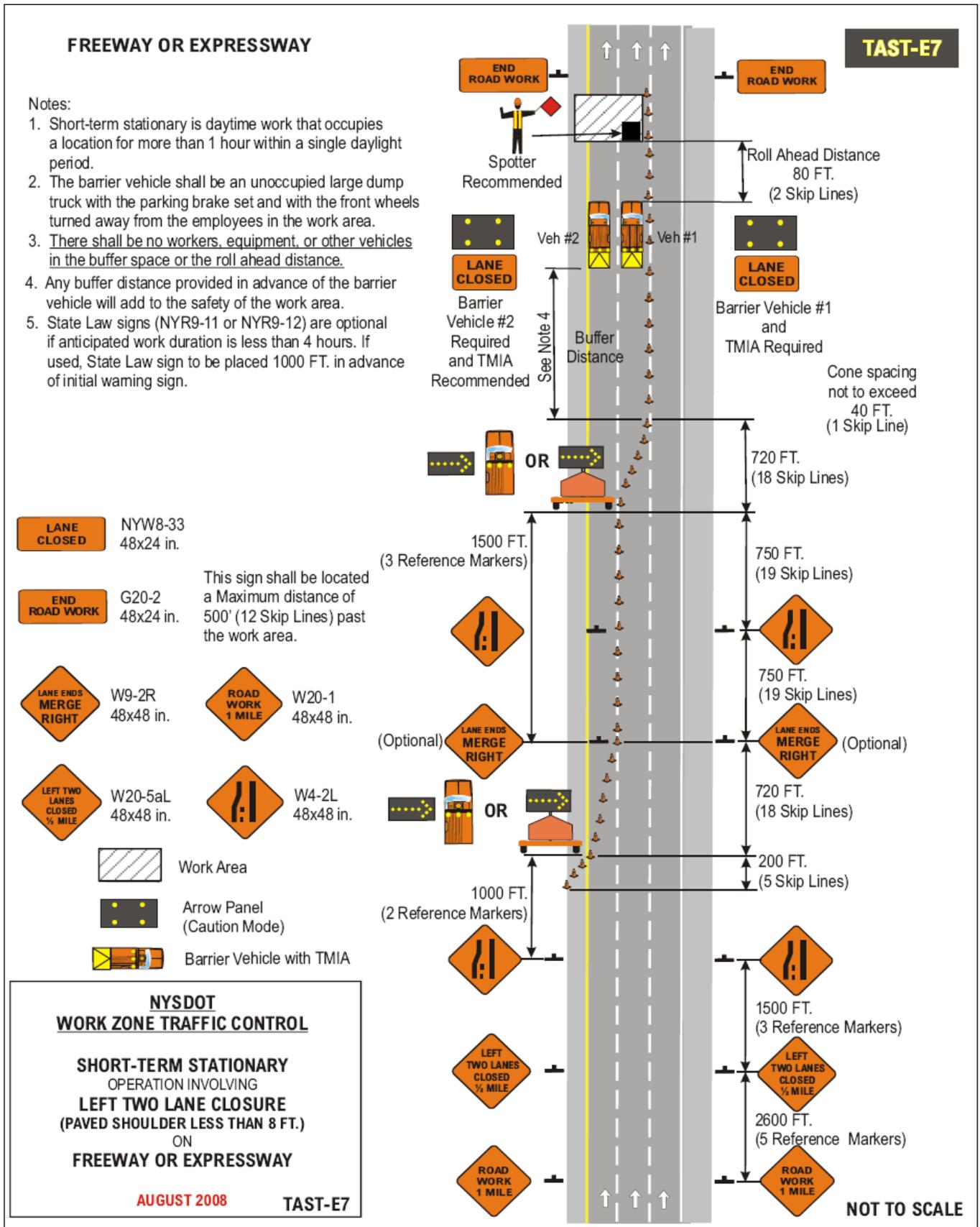
(continued)



(continued)



(continued)



(continued)

**SPECIAL NOTES**

**SPECIAL NOTE – Funding Source**

Project 6M1201 is funded with Federal funds. All other projects in this Invitation for Bids are State funded.

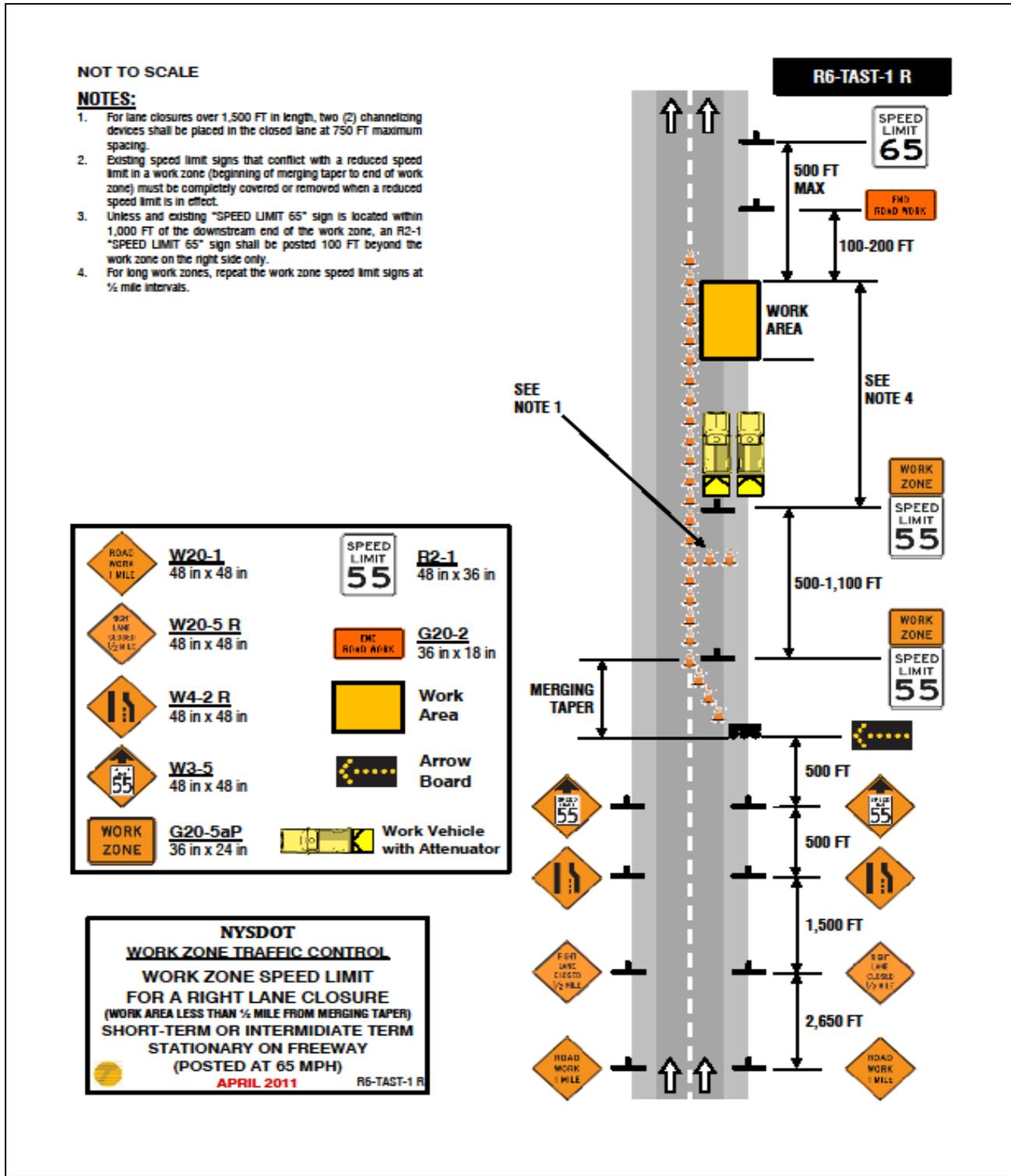
**SPECIAL NOTES for Project 5V1254**

Crack sealing locations for Project 5V1254 are shown below:

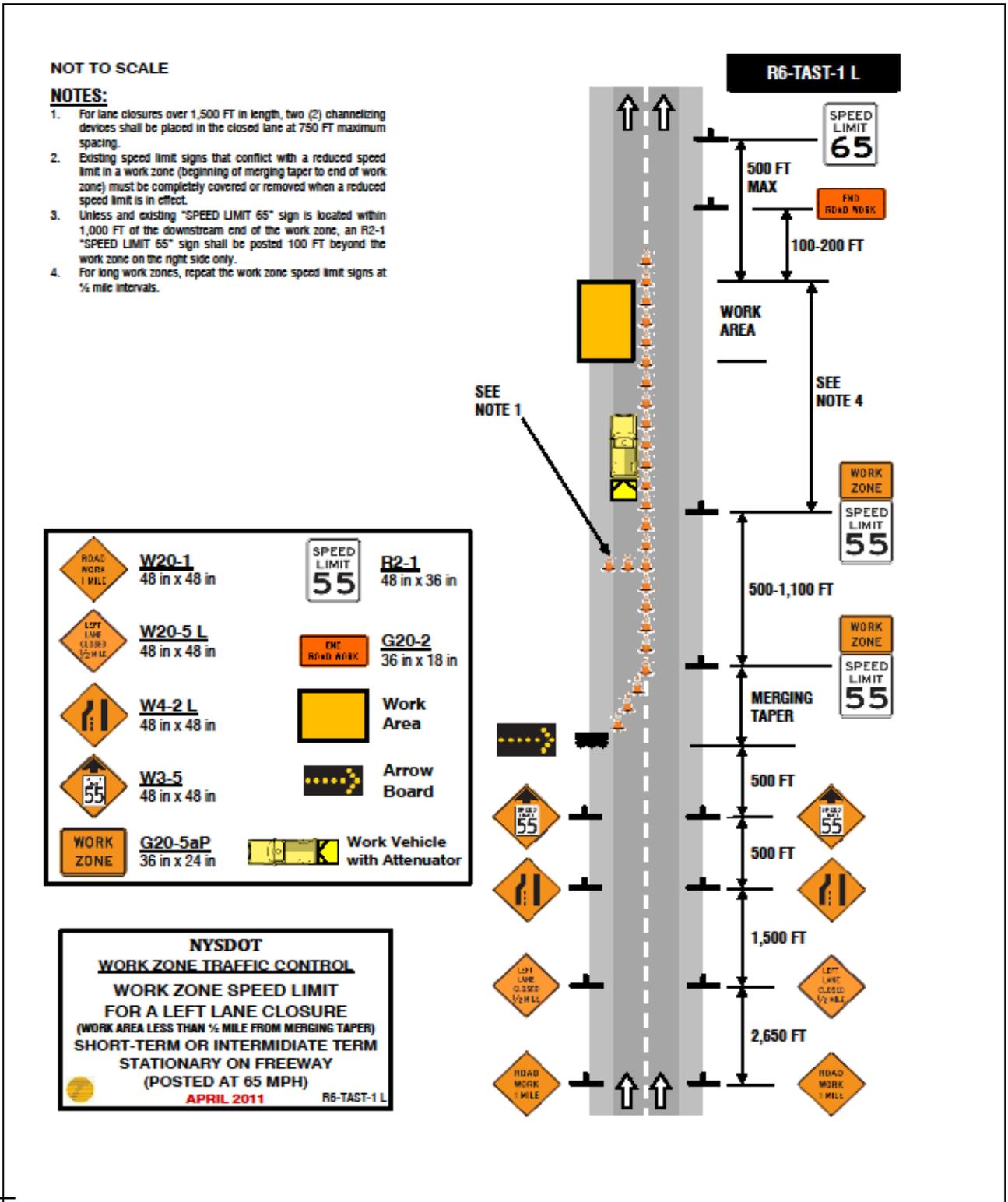
<b>CRACK SEALING TABLE (NIAGARA COUNTY, RESIDENCY 5-5)</b>								
ITEM 18402.76020018								
CLEANING AND SEALING CRACKS IN HOT MIX ASPHALT PAVEMENT USING HOT APPLIED SEALANT								
Rte No.	Highway Name	Segment Description	Reference Markers		No. of Lanes	Center Lane (mi)	Lane (mi)	Estimate Gal.
			Begin	End				
62	Niagara Falls Blvd	Military Rd to Packard Rd	62-5404-4012	62-5404-4034	4/5	2.25	9.5	665.00
62	Niagara Falls Blvd	Krueger Rd to Cayuga Dr	62-5404-3014	62-5404-3045	4	3.37	13.48	943.60
77	Chestnut Ridge Rd	Rt.31 to Genesee CL	77-5403-1000	77-5403-1104	2	10.44	20.88	1357.20
93	Akron/Dysinger/Robinson	Transit Rd to Erie County Line	93-5401-1207	93-5401-3098	2	10.7	21.4	1391.00
265	Military Rd	Niagara Falls Blvd to Packard Rd	265-5402-3018	265-5402-4014	5	1.56	7.8	468.00
265	Military Rd	Rt 31 to Rt 104	265-5402-4032	265-5402-4060	2	2.78	5.56	333.60
104	Lewiston Rd	Niagara Falls CL to Rt 18 (Creek Rd)	104-5401-2000	104-5401-2026	2	2.25	4.5	270.00
61	Hyde Park Blvd	Bridge over CSX to Niagara Falls NCL	61-5401-1022	61-5401-1036	4	1.37	5.48	328.80
61	Hyde Park Blvd	Niagara Falls NCL to Rt 104	61-5401-2000	61-5401-2025	4	0.26	1.04	62.40
957B	Robert Moses St Pkwy	W. River Rd to S GI Bridge	957B- 5301-1000	957B- 5301-1025	4	2.52	10.08	604.80
957C	Robert Moses St Pkwy	S Pkwy to Long Rd	957C-5301-1000	957C-5301-1085	2	8.51	17.02	1021.20
324	Grand Island Blvd	I190 to Long Rd	324-5302-1017	324-5302-1060	2/3/4	4.23	10.5	630.00
951A	LaSalle Expressway	I190 to Williams Rd	951A-5401-1000	951A-5401-2002	4/5	2.4	10.6	636.00
<b>TOTAL</b>						<b>52.64</b>	<b>137.84</b>	<b>8711.60</b>
<i>Total Item</i>			<i>18402.76020018</i>		<i>8711.6 gallons</i>			
<b><u>NOTES:</u></b>								
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)

**SPECIAL NOTE for Project 6M1201 - Region 6 Special Work Zone Traffic Control on I86 and I390**  
 Lane closures within Region 6 on I86 or I390 shall comply with the details shown in the attached drawings R6-TAST-1R or R6-TAST-1L.



(continued)



(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.

(continued)

---

**DETAILED SPECIFICATIONS** (Cont'd)

**CONSTRUCTION DETAILS** (Cont'd)

**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.

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  $40^{\circ}\text{F}$ .

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  $60^{\circ}\text{F}$  used to properly clean and seal cracks in conformance with this specification.

(continued)

**DETAILED SPECIFICATIONS** (Cont'd)

**BASIS OF PAYMENT**

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

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

(continued)

**State of New York  
 Office of General Services  
 NEW YORK STATE PROCUREMENT  
 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 NEW YORK STATE PROCUREMENT  
 Customer Services, 38th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
 \* \* \* \* \*

(continued)