

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

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>	<b>Group 31507 - LIQUID BITUMINOUS MATERIALS (Cold Recycling) (All State Agencies and Political Subdivisions) Classification Code(s): 30</b>
<b>Award Number</b>	<b>:</b>	<b><u>21936-RS-PF</u></b> (Replaces Award 21638-RS-PF)
<b>Contract Period</b>	<b>:</b>	<b>May 1, 2010 - April 30, 2011</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>January 7, 2010</b>
<b>Date of Issue</b>	<b>:</b>	<b>April 6, 2010</b>
<b>Specification Reference</b>	<b>:</b>	<b>SPEC-913 dated September 16, 2008 and as amended in the Invitation for Bids</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Beverly L. Moore	Procurement Services Group
Title : Purchasing Officer I	Customer Services
Phone : 518-474-7273	Phone : 518-474-6717
Fax : 518-474-8676	Fax : 518-474-2437
E-mail : <a href="mailto:beverly.moore@ogs.state.ny.us">beverly.moore@ogs.state.ny.us</a>	E-mail : <a href="mailto:customer.services@ogs.state.ny.us">customer.services@ogs.state.ny.us</a>

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

### Description

Cold Recycling of bituminous concrete pavements is a corrective maintenance technique. The existing pavement is milled off for a depth of 3 to 4 inches (75mm to 100mm), a liquid bituminous material is added to the millings, and the resulting mixture is placed and compacted on the milled surface. A new bituminous concrete sealing layer is added later. Existing cracks are eliminated and the resulting pavement should last for many years.

**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>FEIN</u></b>
PC65007	GORMAN BROS., INC. 200 Church Street Albany, NY 12202  <i>Open Mon-Fri 7:00 AM to 3:30 PM</i>	518/462-5401 Edward A. House Fax: 518/462-1296 E-mail: <a href="mailto:ehouse@gormanroads.com">ehouse@gormanroads.com</a> Web Site: <a href="http://www.gormanroads.com">www.gormanroads.com</a>	140704840
PC65008	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. 122 Tim McNally Fax: 716/692-0613 E-mail: <a href="mailto:tmcnally@midlandasphalt.com">tmcnally@midlandasphalt.com</a> Web Site: <a href="http://midlandasphalt.com">midlandasphalt.com</a>	260038619
PC65009 SB	NEW YORK BITUMINOUS PRODUCTS CORP. 1297 Craigville Rd PO Box 577 Chester, NY 10918  <i>Open Mon-Fri 8:00 AM to 5:00 PM</i>	800/892-6047 845/782-7231 Daniel E. Patenaude Fax: 845/783-1787 E-mail: <a href="mailto:dpatenaude@nybit.com">dpatenaude@nybit.com</a> Web Site: <a href="http://roadwaymanagement.com">roadwaymanagement.com</a>	061069341
PC65010	RECLAMATION OF KINGSTON LLC 20 Haarlem Ave White Plains, NY 10603  <i>Open Mon-Fri 8:30 AM to 5:00 PM</i>	845/331-6500 Michael Haggerty Fax: 845/331-3330 E-mail: <a href="mailto:mhagg@peckham.com">mhagg@peckham.com</a> Web-Site: <a href="http://www.reclamationinc.com">www.reclamationinc.com</a>	201682491
PC65011	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 Ext. 332 Mike Murphy Fax: 607/758-9760 E-mail: <a href="mailto:mmurphy@suit-kote.com">mmurphy@suit-kote.com</a> Web-Site: <a href="http://www.suit-kote.com">www.suit-kote.com</a>	161177189
PC65012 SB	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. 328 Neil Guiles Fax: 607/785-3396 E-mail: <a href="mailto:nguiles@vestalaspalt.com">nguiles@vestalaspalt.com</a> Web Site: <a href="http://www.vestalaspalt.com">www.vestalaspalt.com</a>	161201418

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

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

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

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

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

**NOTE TO AUTHORIZED USERS:**

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

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

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

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

**ACCEPTANCE OF NYS PROCUREMENT CARD:**

<u>Contractor</u>	<u>Additional Discount for Purchases Made with Card</u>
Vestal Asphalt Inc.	0%

**SPECIAL ORDERING INSTRUCTIONS:**

The following contractor(s) offer Electronic Access Ordering (EDI):  
Vestal Asphalt Inc.

Agencies are encouraged to utilize EDI capabilities. Please contact the contractor(s) for specific information regarding electronic ordering.

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PRICE:

**General:** Section 24-b of Appendix B, the General Specifications has been modified to include the following:

**Price is to three (3) decimal places.**

**Price is FOB the vendor's location per square yard** for the Cold Recycling, at the project site for the additional cost for small and/or short projects and for the shoulder milling, FOB the vendor's location per gallon for the liquid bituminous material (without or with additive), and delivered to the location specified by the State or using agency per ton for the aggregate.

Cold Recycling shall be performed in accordance with NYSDOT's Standard Specifications and as per the attached material specification for Cold Recycling. Shoulder milling shall be performed as per these specifications. Cleaning and preparing the existing pavement will be the responsibility of the purchasing agency. Erecting warning signs and directing traffic will be the responsibility of the purchasing agency or the vendor using the optional work zone traffic control section at the discretion of the purchasing agency.

**Price for Optional Work Zone Traffic Control** is per square yard of recycling.

**Price for additional flaggers (if required )** is net per day (to the nearest quarter day) for additional flaggers.

**Price for rumble strips (if required)** is net per each linear foot of rumble strips both installed and removed (i.e., one price includes both installation and removal of rumble strips) at the project locations.

**Price for optional pilot vehicles with drivers (if required)** is net per day (to the nearest quarter day) for each pilot vehicle with driver.

**Price for additional rollers (if required)** is net per day (to the nearest quarter day) for each roller with operator.

**Price for mobilization from vendor's location to project location** is net per square yard of accepted cold recycling performed at the locations indicated by the customer/purchasing agency.

**Price for heating, hauling, and applying asphalt emulsions from vendor's location to project location** is net per gallon of asphalt emulsions (without or with additive) incorporated in the completed cold recycling.

**Price for heating, hauling, and applying PG Binder from vendor's location to project location** is net per gallon of PG Binder incorporated in the completed cold recycling.

**Price additional for small projects or projects recycled in short lengths:** Price for small projects (less than 20,000 square yards) or projects where 50% of the total area must be recycled in lengths less than 1,500 feet is the price for 20,000 square yards to 50,000 square yards for the appropriate depth plus an additional price for small projects or projects where 50% of the total area must be recycled in lengths less than 1,500 feet shall be added to this price.

**Insurance:** Price includes the following insurance coverage costs. In particular, price includes:

- 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) shall be a separate price and shall only be included when specifically called for by an ordering agency. OCP requirements should be reviewed carefully. (Please see separate CONTRACTOR INSURANCE clause, especially section on "ADDITIONAL INSURANCE REQUIREMENTS AFTER AWARD".) Note that pricing for OCP was not required to be bid and was not a requirement for award; however, if an agency requires OCP coverage the vendor must supply it. This requirement will be stated on the "Quick-Quote" form and a pass through cost will be allowed. The charge for OCP insurance will be used to determine the lowest cost for the project.

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PRICE: (Cont'd)

**Lower Pricing:** The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

**Price Reductions:** Contractors shall be permitted to reduce their pricing any time during the contract term. In addition, contractors may choose to offer lower prices in specific instances or for particular projects. Vendors may do so through the agency's use of the "Quick Quote/Price Calculation" worksheet.

ASPHALT PRICE ADJUSTMENTS:

- Asphalt Price Adjustments allowed will be based on the September 1, 2009 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 September 1, 2009 average is \$414.00 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.**

- The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the "Adjustment Date", during the contract period starting with April 20, 2010. However, Asphalt Price Adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., May 1, 2010) 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="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">New Monthly Average FOB Terminal Price</td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 45%; border-bottom: 1px solid black;">Base Average Terminal Price</td> </tr> <tr> <td colspan="3" style="border-top: 1px solid black; padding-top: 5px;">235</td> </tr> </table>	New Monthly Average FOB Terminal Price	-	Base Average Terminal Price	235			X	Total Allowable Petroleum %
New Monthly Average FOB Terminal Price	-	Base Average Terminal Price								
235										

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

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

BASE AVERAGE F.O.B. TERMINAL PRICE:

The average F.O.B. terminal price of unmodified PG 64-22 binder without anti-stripping agent as determined by the New York State Department of Transportation as of September 1, 2009.

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PRICE: (Cont'd)

ASPHALT PRICE ADJUSTMENTS: (Cont'd)

TOTAL ALLOWABLE PETROLEUM: (Cont'd)

8. All asphalt price adjustments shall be published by the State and issued to all contract holders whose responsibility will be to attach the appropriate State notification (based on when the work was performed) to the payment invoice submitted to agency.

QUICK QUOTE/PRICE CALCULATION:

During the course of this award, agencies may wish to try to obtain lower prices and contractors may wish to lower their contract price for various reasons, i.e. excess supply, slow business etc. Each quick quote situation is unique and the price is firm for that particular project only.

**The use of the quick quote format is optional.** Agencies may simply use the contract prices to fill out the price calculation worksheet to determine who has the lowest price.

If an agency wishes to try to obtain better pricing they must send a quick quote form to the contractors within proximity of the project. If bid security is an issue, the agency can require bids to be sealed and/or opened publicly.

Agencies are to accept the lowest bid meeting their specific need. There are no negotiations permitted following this "Quick Quote" and prices cannot be changed once offered. Failure to adhere to all quick quote procedures may cause any non-state agency to lose the privilege of using State contracts. If for some reason the lowest bid is not taken, the agency must prepare detailed documentation explaining the action taken (i.e., the low contractor could not provide the product in the time frame required). This explanation along with the worksheets must be made a part of the record. State Agencies are required to send copies of all worksheets along with the purchase order to the Office of the State Comptroller.

Contractors are not required to lower prices when they receive a quick quote. They may quote the contract price. However, at no time, may a price be quoted that is higher than the contract price. Either or both materials cost and hauling expenses can be lowered by the contractor during the quick quote process.

Since asphalt price adjustments will be charged/credited to all invoices (after the work is finished), **asphalt price adjustments are not a factor to be considered when offering quick quote pricing.**

AWARD PENDING:

Any contractor given an "Award Pending" for a material item may become eligible for award by reducing their price(s) to less than or equal to the "revised average price" increased by 20%. **Acceptable revised pricing for material items shall be considered up to thirty days after date issued that appears on the original Contract Award Notification and again 30 days thereafter.** A supplemental award(s) shall then be published to incorporate contractors whose material pricing is determined to be acceptable. Any contractor given an "Award Pending" for an "optional" item may become eligible for award by reducing its price(s) as previously stated. Acceptable revised pricing for "optional" items will not have time restrictions and will be handled by issuance of Purchasing Memoranda.

The following are optional items:

- Asphalt emulsion with additive
- Price per square yard for mobilization from contractor's location to project location.
- Additional cost/surcharge per square yard for small projects or projects recycled in short segments less than 15,000 square yards)
- Work Zone Traffic Control
- Price additional for rumble strips per linear foot
- Price additional per additional flagger per day
- Pilot vehicle per day per vehicle with driver
- Price additional per day per roller with operator
- Shoulder milling

(continued)

QUICK QUOTE/PRICE CALCULATION: COLD RECYCLING

Agency \_\_\_\_\_ Date \_\_\_\_\_  
 Project Name \_\_\_\_\_ Number \_\_\_\_\_ Location \_\_\_\_\_  
 Square Yards to be Recycled \_\_\_\_\_ Depth of Recycling: 3 inches \_\_\_\_\_ 4 inches \_\_\_\_\_  
 Square Yards of Shoulder to be Milled \_\_\_\_\_ Depth of Milling: 3 inches \_\_\_\_\_ 4 inches \_\_\_\_\_  
 Shoulder Milling Disposal by  Agency  Vendor  
 \*Bituminous Material Type \_\_\_\_\_ Total Gallons \_\_\_\_\_ Aggregate – Total Tons \_\_\_\_\_  
 Additional Flaggers Required  YES  NO No. of Additional Flaggers Required \_\_\_\_\_  
 Additional Rollers Required  YES  NO No. of Additional Rollers Required \_\_\_\_\_  
 Pilot Vehicle Required  YES  NO No. of Pilot Vehicles Required \_\_\_\_\_  
 Rumble Strips Required  YES  NO Linear Feet of Rumble Strips Required \_\_\_\_\_  
 Anticipated Project Initiation Date \_\_\_\_\_ WORKSHEET MUST BE RETURNED BY \_\_\_\_\_  
 Work Zone Traffic Control by Vendor  YES  NO Agency Signature \_\_\_\_\_

Does project require OCP INSURANCE? <input type="checkbox"/> YES <input type="checkbox"/> NO
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Vendor's Name \_\_\_\_\_ Telephone \_\_\_\_\_ PC No. \_\_\_\_\_  
 Plant Location \_\_\_\_\_ Plant No. \_\_\_\_\_ Estimated Haul Distance \_\_\_\_\_ PRC No. \_\_\_\_\_  
 Equipment:  Type I  Type II  Central Plant Estimated No. of Days \_\_\_\_\_ or Hours \_\_\_\_\_ to Complete Project  
 Recycling \$ \_\_\_\_\_/SqYd X \_\_\_\_\_ (#) SqYd = \$ \_\_\_\_\_  
 \*Bituminous Material \_\_\_\_\_ Gal/SqYd X \$ \_\_\_\_\_/Gal X \_\_\_\_\_ (#) SqYd = \$ \_\_\_\_\_  
 Heat/Haul/Apply \_\_\_\_\_ Gal/SqYd X \$ \_\_\_\_\_/Gal X \_\_\_\_\_ (#) SqYd = \$ \_\_\_\_\_  
 \*Aggregate \_\_\_\_\_ Lbs/SqYd / 2,000 (Lbs/Ton) X \$ \_\_\_\_\_/Ton X \_\_\_\_\_ (#) SqYd = \$ \_\_\_\_\_

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Mobilization from Contractor's Location to Project Location \$ \_\_\_\_\_/SqYd X \_\_\_\_\_ (#) SqYd = \$ \_\_\_\_\_  
 Surcharge - Small Projects/Projects Recycled in Short Segments \$ \_\_\_\_\_/SqYd X \_\_\_\_\_ (#) SqYd = \$ \_\_\_\_\_  
 Work Zone Traffic Control \$ \_\_\_\_\_/SqYd X \_\_\_\_\_ (#) SqYd = \$ \_\_\_\_\_  
 Price Additional for Rumble Strips \$ \_\_\_\_\_/LinFt X \_\_\_\_\_ (#) LinFt = \$ \_\_\_\_\_  
 Price Add'l for Add'l Flagger(s) \_\_\_\_\_ (#) Flagger(s) X \$ \_\_\_\_\_/Day X \_\_\_\_\_ (#) Days = \$ \_\_\_\_\_  
 Pilot Vehicle Per Day Per Vehicle (w/Driver) \$ \_\_\_\_\_/Day X \_\_\_\_\_ (#) Days = \$ \_\_\_\_\_  
 Price Additional for Additional Roller(s) (w/Operator) \_\_\_\_\_ (#) Roller(s) X \$ \_\_\_\_\_/Day X \_\_\_\_\_ (#) Days = \$ \_\_\_\_\_  
 Shoulder Milling - Contractor Disposal \$ \_\_\_\_\_/SqYd X \_\_\_\_\_ (#) SqYd = \$ \_\_\_\_\_  
 Shoulder Milling - State Disposal \$ \_\_\_\_\_/SqYd X \_\_\_\_\_ (#) SqYd = \$ \_\_\_\_\_  
 PRICE FOR OCP INSURANCE (\$1,000,000/occurrence; \$2,000,000 in the aggregate) = \$ \_\_\_\_\_  
**TOTAL PROJECT COST** \$ \_\_\_\_\_

Can Contractor Supply All Services and Materials?  YES  NO  
 Can Contractor Meet Agency Schedule?  YES  NO  
 Agency Comments\*\* \_\_\_\_\_

\* From Mix Design **Mix Design will be Provided by Contractor, unless provided by Agency.**

\*\* Explain under "Agency Comments" any rejection of lowest price.

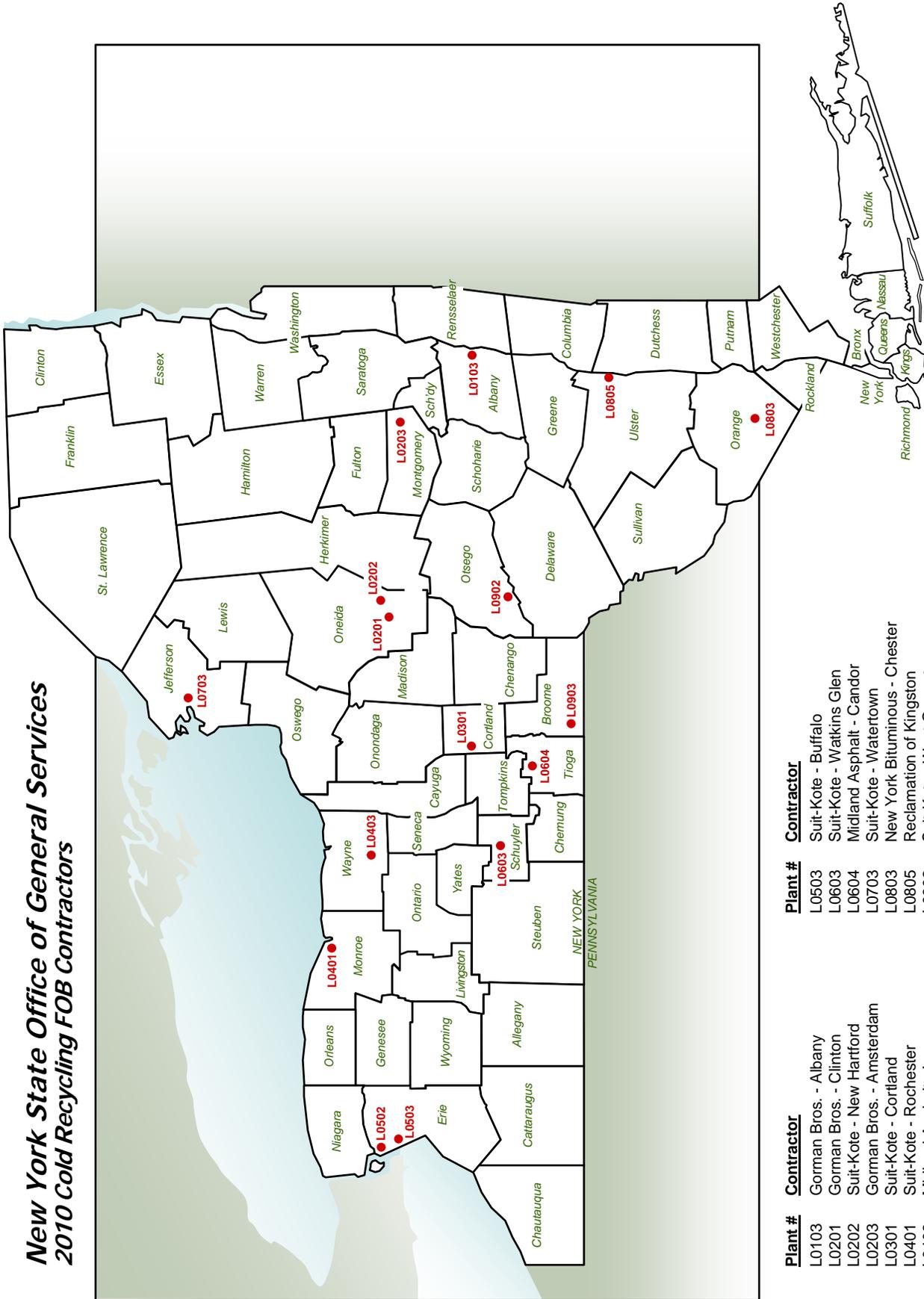
Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTE: Since price adjustments will be charged/credited to all invoices (after the work is finished), price adjustments are not a factor to be considered when offering pricing. Any reduction in prices must be based on the actual awarded price for each item in the contract.

NOTE: The applicable 5-digit PC (contract) number and 10-digit PRC (Prevailing Wage Rate Schedule) number should be cited in the spaces provided on this sheet. This form must be sent to the contractors within the proximity of the project.

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**New York State Office of General Services  
 2010 Cold Recycling FOB Contractors**



<u>Plant #</u>	<u>Contractor</u>	<u>Plant #</u>	<u>Contractor</u>
L0103	Gorman Bros. - Albany	L0503	Suit-Kote - Buffalo
L0201	Gorman Bros. - Clinton	L0603	Suit-Kote - Watkins Glen
L0202	Suit-Kote - New Hartford	L0604	Midland Asphalt - Candor
L0203	Gorman Bros. - Amsterdams	L0703	Suit-Kote - Watertown
L0301	Suit-Kote - Cortland	L0803	New York Bituminous - Chester
L0401	Suit-Kote - Rochester	L0805	Reclamation of Kingston
L0403	Midland Asphalt - Lyons	L0902	Suit-Kote - West Oneonta
L0502	Midland Asphalt - Tonawanda	L0903	Vestal Asphalt - Vestal

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**LOCATION BY CONTRACTOR**

<b>Contractor</b>	<b>Address</b>	<b>City, State</b>	<b>County</b>	<b>Plant</b>
Gorman Bros., Inc	200 Church Street	Albany, NY 12202	Albany	L0103
Gorman Bros., Inc	446 Route 161	Amsterdam, NY 12010	Montgomery	L0203
Gorman Bros., Inc	20 Robinson Road	Clinton, NY 13323	Oneida	L0201
Midland Asphalt Materials Inc.	Route 2 Route 96	Candor, NY 13743	Tioga	L0604
Midland Asphalt Materials Inc.	640 Young Street	Tonawanda, NY 14150	Erie	L0502
Midland Asphalt Materials Inc.	300 Cole Road	Lyons, NY 14489	Wayne	L0403
NY Bituminous Products	1297 Craigville Rd., PO Box 577	Chester, NY 10918	Orange	L0803
Reclamation of Kingston, LLC	445 Route 28	Kingston, NY 12401	Ulster	L0805
Suit-Kote Corp.	505 Como Park Blvd.	Buffalo, NY 14227	Erie	L0503
Suit-Kote Corp.	1911 Lorings Crossing Road	Cortland, NY 13045	Cortland	L0301
Suit-Kote Corp.	41 Clinton Road	New Hartford, NY 13413	Oneida	L0202
Suit-Kote Corp.	2 Rockwood Street	Rochester, NY 14610	Monroe	L0401
Suit-Kote Corp.	21811 Lane Road	Watertown, NY 13601	Jefferson	L0703
Suit-Kote Corp.	20 Fairgrounds Lane	Watkins Glen, NY 14891	Schuyler	L0603
Suit-Kote Corp.	2915 County Route 8	West Oneonta, NY 13861	Otsego	L0902
Vestal Asphalt Inc.	201 Stage Road	Vestal, NY 13850	Broome	L0903

**LOCATION BY CITY**

<b>City, State</b>	<b>Contractor</b>	<b>Address</b>	<b>County</b>	<b>Plant</b>
Albany, NY 12202	Gorman Bros., Inc	200 Church Street	Albany	L0103
Amsterdam, NY 12010	Gorman Bros., Inc	446 Route 161	Montgomery	L0203
Buffalo, NY 14227	Suit-Kote Corp.	505 Como Park Blvd.	Erie	L0503
Candor, NY 13743	Midland Asphalt Materials Inc.	Route 2 Route 96	Tioga	L0604
Chester, NY 10918	NY Bituminous Products	1297 Craigville Rd., PO Box 577	Orange	L0803
Clinton, NY 13323	Gorman Bros., Inc	20 Robinson Road	Oneida	L0201
Cortland, NY 13045	Suit-Kote Corp.	1911 Lorings Crossing Road	Cortland	L0301
Kingston, NY 12401	Reclamation of Kingston, LLC	445 Route 28	Ulster	L0805
Lyons, NY 14489	Midland Asphalt Materials Inc.	300 Cole Road	Wayne	L0403
New Hartford, NY 13413	Suit-Kote Corp.	41 Clinton Road	Oneida	L0202
Rochester, NY 14610	Suit-Kote Corp.	2 Rockwood Street	Monroe	L0401
Tonawanda, NY 14150	Midland Asphalt Materials Inc..	640 Young Street	Erie	L0502
Vestal, NY 13850	Vestal Asphalt Inc.	201 Stage Road	Broome	L0903
Watertown, NY 13601	Suit-Kote Corp.	21811 Lane Road	Jefferson	L0703
Watkins Glen, NY 14891	Suit-Kote Corp.	20 Fairgrounds Lane	Schuyler	L0603
West Oneonta, NY 13861	Suit-Kote Corp.	2915 County Route 8	Otsego	L0902

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**LOCATION BY COUNTY**

<b>County</b>	<b>Contractor</b>	<b>Address</b>	<b>City, State</b>	<b>Plant</b>
Albany	Albany, NY 12202	Gorman Bros., Inc	200 Church Street	L0103
Broome	Vestal, NY 13850	Vestal Asphalt Inc.	201 Stage Road	L0903
Cortland	Cortland, NY 13045	Suit-Kote Corp.	1911 Lorings Crossing Road	L0301
Erie	Buffalo, NY 14227	Suit-Kote Corp.	505 Como Park Blvd.	L0503
Erie	Tonawanda, NY 14150	Midland Asphalt Materials Inc.	640 Young Street	L0502
Jefferson	Watertown, NY 13601	Suit-Kote Corp.	21811 Lane Road	L0703
Monroe	Rochester, NY 14610	Suit-Kote Corp.	2 Rockwood Street	L0401
Montgomery	Amsterdam, NY 12010	Gorman Bros., Inc	446 Route 161	L0203
Oneida	Clinton, NY 13323	Gorman Bros., Inc	20 Robinson Road	L0201
Oneida	New Hartford, NY 13413	Suit-Kote Corp.	41 Clinton Road	L0202
Orange	Chester, NY 10918	NY Bituminous Products	1297 Craigville Rd., PO Box 577	L0803
Otsego	West Oneonta, NY 13861	Suit-Kote Corp.	2915 County Route 8	L0902
Schuyler	Watkins Glen, NY 14891	Suit-Kote Corp.	20 Fairgrounds Lane	L0603
Tioga	Candor, NY 13743	Midland Asphalt Materials Inc.	Route 2 Route 96	L0604
Ulster	Kingston, NY 12401	Reclamation of Kingston, LLC	445 Route 28	L0805
Wayne	Lyons, NY 14489	Midland Asphalt Materials Inc.	300 Cole Road	L0403

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**PRICE PER SQUARE YARD FOR RECYCLING**

**Item 51405.0294 – COLD RECYCLING**

**RECYCLING TRAIN TYPE 1**

<b>Contractor</b>	<b>Plant</b>	<b>3 Inch Depth 20,000- 50,000 SY</b>	<b>4 Inch Depth 20,000- 50,000 SY</b>	<b>3 Inch Depth 50,001+ SY</b>	<b>4 Inch Depth 50,001+ SY</b>
Gorman Bros. - Albany	L0103	2.860	2.930	2.650	2.700
Gorman Bros. - Amsterdam	L0203	2.700	2.770	2.540	2.590
Gorman Bros. - Clinton	L0201	2.700	2.770	2.540	2.590
Midland Asphalt - Candor	L0604	2.850	2.910	2.800	2.860
Midland Asphalt - Lyons	L0403	2.850	2.910	2.800	2.860
Midland Asphalt - Tonawanda	L0502	2.850	2.910	2.800	2.860

**RECYCLING TRAIN TYPE 2**

Gorman Bros. - Albany	L0103	2.550	2.610	2.330	2.390
Gorman Bros. - Amsterdam	L0203	2.390	2.450	2.230	2.280
Gorman Bros. - Clinton	L0201	2.390	2.450	2.230	2.280
Midland Asphalt - Candor	L0604	2.540	2.590	2.490	2.540
Midland Asphalt - Lyons	L0403	2.540	2.590	2.490	2.540
Midland Asphalt - Tonawanda	L0502	2.540	2.590	2.490	2.540
NY Bituminous - Chester	L0803	2.620	2.660	2.510	2.550
Reclamation of Kingston	L0805	2.450	2.400	2.250	2.300
Suit-Kote - Buffalo	L0503	2.290	2.331	2.231	2.256
Suit-Kote - Cortland	L0301	2.109	2.118	1.991	2.026
Suit-Kote - New Hartford	L0202	2.306	2.340	2.181	2.198
Suit-Kote - Rochester	L0401	2.256	2.306	2.189	2.231
Suit-Kote - Watertown	L0703	2.331	2.357	2.256	2.281
Suit-Kote - Watkins Glen	L0603	2.315	2.315	2.206	2.223
Suit-Kote - West Oneonta	L0902	2.315	2.340	2.248	2.290

**AP** – Award Pending      **NB** - No Bid

(continued)

**PRICE PER SQUARE YARD FOR RECYCLING**

**Item 51405.0294 - COLD RECYCLING**

**CENTRAL PLANT**

<b>Contractor</b>	<b>Plant</b>	<b>3 Inch Depth 20,000- 50,000 SY</b>	<b>4 Inch Depth 20,000- 50,000 SY</b>	<b>3 Inch Depth 50,001+ SY</b>	<b>4 Inch Depth 50,001+ SY</b>
Gorman Bros. - Albany	L0103	3.860	3.960	3.570	3.640
Gorman Bros. - Amsterdam	L0203	3.640	3.740	3.420	3.490
Gorman Bros. - Clinton	L0201	3.640	3.740	3.420	3.490
Suit-Kote - Buffalo	L0503	3.302	3.363	3.218	3.254
Suit-Kote - Cortland	L0301	3.084	3.097	2.927	2.963
Suit-Kote - New Hartford	L0202	3.327	3.375	3.145	3.169
Suit-Kote - Rochester	L0401	3.254	3.327	3.157	3.218
Suit-Kote - Watertown	L0703	3.363	3.399	3.254	3.290
Suit-Kote - Watkins Glen	L0603	3.339	3.339	3.181	3.205
Suit-Kote - West Oneonta	L0902	3.339	3.375	3.242	3.302
Vestal Asphalt - Vestal	L0903	<b>AP</b>	<b>AP</b>	<b>AP</b>	<b>AP</b>

**AP** – Award Pending      **NB** - No Bid

(continued)

**PRICE PER GALLON FOR ASPHALT EMULSIONS AND PG BINDER (FOB)**

**RECYCLING TRAIN TYPE 1**

<b>Contractor</b>	<b>Plant</b>	<b>702-XXXX-MS Medium Setting</b>	<b>A702-XXXX-MS Medium Setting w/Additive</b>	<b>702-XXXX-SS Slow Setting</b>	<b>A702-XXXX-SS Slow Setting w/Additive</b>	<b>PG Binder</b>
Gorman Bros. - Albany	L0103	1.960	2.360	1.910	2.310	NB
Gorman Bros. - Amsterdam	L0203	1.960	2.360	1.910	2.310	NB
Gorman Bros. - Clinton	L0201	1.960	2.360	1.910	2.310	NB
Midland Asphalt - Candor	L0604	2.030	NB	1.850	NB	NB
Midland Asphalt - Lyons	L0403	2.030	NB	1.850	NB	NB
Midland Asphalt - Tonawanda	L0502	2.030	NB	1.850	NB	NB

**PRICE PER GALLON FOR ASPHALT EMULSIONS AND PG BINDER (FOB)**

**RECYCLING TRAIN TYPE 1I**

<b>Contractor</b>	<b>Plant</b>	<b>702-XXXX-MS Medium Setting</b>	<b>A702-XXXX-MS Medium Setting w/Additive</b>	<b>702-XXXX-SS Slow Setting</b>	<b>A702-XXXX-SS Slow Setting w/Additive</b>	<b>PG Binder</b>
Gorman Bros. - Albany	L0103	1.960	2.360	1.910	2.310	NB
Gorman Bros. - Amsterdam	L0203	1.960	2.360	1.910	2.310	NB
Gorman Bros. - Clinton	L0201	1.960	2.360	1.910	2.310	NB
Midland Asphalt - Candor	L0604	2.030	NB	1.850	NB	NB
Midland Asphalt - Lyons	L0403	2.030	NB	1.850	NB	NB
Midland Asphalt - Tonawanda	L0502	2.030	NB	1.850	NB	NB
NY Bituminous - Chester	L0803	1.960	2.260	1.880	2.180	NB
Reclamation of Kingston	L0805	1.990	2.390	1.960	2.360	2.260
Suit-Kote - Buffalo	L0503	1.899	2.104	1.881	2.086	NB
Suit-Kote - Cortland	L0301	1.816	2.021	1.798	2.003	NB
Suit-Kote - New Hartford	L0202	1.888	2.093	1.870	2.075	NB
Suit-Kote - Rochester	L0401	1.854	2.059	1.836	2.041	NB
Suit-Kote - Watertown	L0703	1.880	2.085	1.862	2.067	NB
Suit-Kote - Watkins Glen	L0603	1.888	2.093	1.870	2.075	NB
Suit-Kote - West Oneonta	L0902	1.899	2.104	1.881	2.086	NB

**AP** – Award Pending      **NB** - No Bid

(continued)

**PRICE PER GALLON FOR ASPHALT EMULSIONS AND PG BINDER (FOB)**

**CENTRAL PLANT**

<b>Contractor</b>	<b>Plant</b>	<b>702-XXXX-MS Medium Setting</b>	<b>A702-XXXX-MS Medium Setting w/Additive</b>	<b>702-XXXX-SS Slow Setting</b>	<b>A702-XXXX-SS Slow Setting w/Additive</b>	<b>PG Binder</b>
Gorman Bros. - Albany	L0103	1.960	2.360	1.910	2.310	NB
Gorman Bros. - Amsterdam	L0203	1.960	2.360	1.910	2.310	NB
Gorman Bros. - Clinton	L0201	1.960	2.360	1.910	2.310	NB
Suit-Kote - Buffalo	L0503	1.939	2.144	1.921	2.126	NB
Suit-Kote - Cortland	L0301	1.856	2.061	1.838	2.043	NB
Suit-Kote - New Hartford	L0202	1.928	2.133	1.910	2.115	NB
Suit-Kote - Rochester	L0401	1.894	2.099	1.876	2.081	NB
Suit-Kote - Watertown	L0703	1.920	2.125	1.902	2.107	NB
Suit-Kote - Watkins Glen	L0603	1.928	2.133	1.910	2.115	NB
Suit-Kote - West Oneonta	L0902	1.939	2.144	1.921	2.126	NB
Vestal Asphalt - Vestal	L0903	1.900	1.920	1.950	1.990	NB

**PRICE PER GALLON TO HEAT, HAUL AND APPLY LIQUID BITUMINOUS MATERIALS  
FROM THE CONTRACTOR'S STORAGE FACILITY TO THE PROJECT**

<b>Contractor</b>	<b>Plant</b>	<b>0-75 Miles</b>	<b>76-150 Miles</b>	<b>151+ Miles</b>
Gorman Bros. - Albany	L0103	0.130	0.240	0.280
Gorman Bros. - Amsterdam	L0203	0.120	0.230	0.270
Gorman Bros. - Clinton	L0201	0.120	0.230	0.270
Midland Asphalt - Candor	L0604	0.156	0.233	0.297
Midland Asphalt - Lyons	L0403	0.156	0.233	0.297
Midland Asphalt - Tonawanda	L0502	0.156	0.233	0.297
NY Bituminous - Chester	L0803	0.150	0.240	0.290
Reclamation of Kingston	L0805	0.130	0.220	0.270
Suit-Kote - Buffalo	L0503	0.147	0.195	0.247
Suit-Kote - Cortland	L0301	0.079	0.221	0.279
Suit-Kote - New Hartford	L0202	0.141	0.205	0.261
Suit-Kote - Rochester	L0401	0.102	0.245	0.298
Suit-Kote - Watertown	L0703	0.149	0.151	0.195
Suit-Kote - Watkins Glen	L0603	0.094	0.244	0.279
Suit-Kote - West Oneonta	L0902	0.153	0.245	0.298
Vestal Asphalt - Vestal	L0903	<b>AP</b>	<b>AP</b>	<b>AP</b>

**AP** – Award Pending      **NB** - No Bid

(continued)

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**PRICE PER TON TO FURNISH, HAUL, AND APPLY  
THE AGGREGATE REQUIRED BY THE MIX DESIGN**

<b>Contractor</b>	<b>Plant</b>	<b>51623.0594</b>
Gorman Bros. - Albany	L0103	20.500
Gorman Bros. - Amsterdam	L0203	20.500
Gorman Bros. - Clinton	L0201	20.500
Midland Asphalt - Candor	L0604	21.000
Midland Asphalt - Lyons	L0403	21.000
Midland Asphalt - Tonawanda	L0502	21.000
NY Bituminous - Chester	L0803	24.000
Reclamation of Kingston	L0805	25.000
Suit-Kote - Buffalo	L0503	20.900
Suit-Kote - Cortland	L0301	19.150
Suit-Kote - New Hartford	L0202	20.900
Suit-Kote - Rochester	L0401	20.900
Suit-Kote - Watertown	L0703	21.150
Suit-Kote - Watkins Glen	L0603	20.900
Suit-Kote - West Oneonta	L0902	21.150
Vestal Asphalt - Vestal	L0903	<b>AP</b>

**AP** – Award Pending      **NB** - No Bid

(continued)

**PRICE PER SQUARE YARD FOR MOBILIZATION  
FROM CONTRACTOR'S LOCATION TO PROJECT LOCATION**

<b>Contractor</b>	<b>Plant</b>	<b>0-75 Miles</b>	<b>76-150 Miles</b>	<b>151+ Miles</b>
<b>20,000 – 50,000 Square Yards</b>				
Gorman Bros. - Albany	L0103	0.050	0.035	0.080
Gorman Bros. - Amsterdam	L0203	0.050	0.035	0.080
Gorman Bros. - Clinton	L0201	0.050	0.035	0.080
Midland Asphalt - Candor	L0604	0.043	<b>AP</b>	0.130
Midland Asphalt - Lyons	L0403	0.043	<b>AP</b>	0.130
Midland Asphalt - Tonawanda	L0502	0.043	<b>AP</b>	0.130
NY Bituminous - Chester	L0803	0.055	<b>AP</b>	0.125
Reclamation of Kingston	L0805	<b>AP</b>	<b>AP</b>	<b>AP</b>
Suit-Kote - Buffalo	L0503	0.045	0.073	0.108
Suit-Kote - Cortland	L0301	0.043	0.086	0.092
Suit-Kote - New Hartford	L0202	0.047	0.075	0.104
Suit-Kote - Rochester	L0401	0.038	0.076	0.106
Suit-Kote - Watertown	L0703	0.045	0.076	0.104
Suit-Kote - Watkins Glen	L0603	0.042	0.074	0.109
Suit-Kote - West Oneonta	L0902	0.045	0.076	0.104
Vestal Asphalt - Vestal	L0903	<b>AP</b>	<b>AP</b>	<b>AP</b>
<b>50,001+ Square Yards</b>				
Gorman Bros. - Albany	L0103	<b>AP</b>	<b>AP</b>	0.070
Gorman Bros. - Amsterdam	L0203	<b>AP</b>	<b>AP</b>	0.070
Gorman Bros. - Clinton	L0201	<b>AP</b>	<b>AP</b>	0.070
Midland Asphalt - Candor	L0604	0.033	0.055	0.076
Midland Asphalt - Lyons	L0403	0.033	0.055	0.076
Midland Asphalt - Tonawanda	L0502	0.033	0.055	0.076
NY Bituminous - Chester	L0803	0.038	0.053	0.078
Reclamation of Kingston	L0805	<b>AP</b>	<b>AP</b>	<b>AP</b>
Suit-Kote - Buffalo	L0503	0.034	0.045	0.060
Suit-Kote - Cortland	L0301	0.026	0.045	0.069
Suit-Kote - New Hartford	L0202	0.033	0.040	0.057
Suit-Kote - Rochester	L0401	0.026	0.037	0.056
Suit-Kote - Watertown	L0703	0.030	0.036	0.067
Suit-Kote - Watkins Glen	L0603	0.028	0.051	0.069
Suit-Kote - West Oneonta	L0902	0.035	0.042	0.067
Vestal Asphalt - Vestal	L0903	<b>AP</b>	<b>AP</b>	<b>AP</b>

**AP** – Award Pending      **NB** - No Bid

(continued)

**ADDITIONAL COST/SURCHARGE PER SQUARE YARD  
 FOR SMALL PROJECTS OR PROJECTS RECYCLED IN SHORT SEGMENTS**

<b>Contractor</b>	<b>Plant</b>	<b>Type I</b>	<b>Type II</b>	<b>Central Plant</b>
Gorman Bros. - Albany	L0103	0.900	0.900	0.900
Gorman Bros. - Amsterdam	L0203	0.900	0.900	0.900
Gorman Bros. - Clinton	L0201	0.900	0.900	0.900
Midland Asphalt - Candor	L0604	0.880	0.880	NB
Midland Asphalt - Lyons	L0403	0.880	0.880	NB
Midland Asphalt - Tonawanda	L0502	0.880	0.880	NB
NY Bituminous - Chester	L0803	NB	0.890	NB
Reclamation of Kingston	L0805	NB	0.850	NB
Suit-Kote - Buffalo	L0503	NB	0.874	0.874
Suit-Kote - Cortland	L0301	NB	0.949	0.949
Suit-Kote - New Hartford	L0202	NB	0.854	0.854
Suit-Kote - Rochester	L0401	NB	0.874	0.874
Suit-Kote - Watertown	L0703	NB	0.884	0.884
Suit-Kote - Watkins Glen	L0603	NB	0.874	0.874
Suit-Kote - West Oneonta	L0902	NB	0.884	0.884
Vestal Asphalt - Vestal	L0903	NB	NB	<b>AP</b>

**OPTIONAL WORK ZONE TRAFFIC CONTROL**

<b>Contractor</b>	<b>Plant</b>	<b>Price Per Sq Yd</b>
Gorman Bros. - Albany	L0103	0.360
Gorman Bros. - Amsterdam	L0203	0.360
Gorman Bros. - Clinton	L0201	0.360
Midland Asphalt - Candor	L0604	0.400
Midland Asphalt - Lyons	L0403	0.400
Midland Asphalt - Tonawanda	L0502	0.400
NY Bituminous - Chester	L0803	0.400
Reclamation of Kingston	L0805	0.350
Suit-Kote - Buffalo	L0503	0.339
Suit-Kote - Cortland	L0301	0.329
Suit-Kote - New Hartford	L0202	0.345
Suit-Kote - Rochester	L0401	0.338
Suit-Kote - Watertown	L0703	0.340
Suit-Kote - Watkins Glen	L0603	0.338
Suit-Kote - West Oneonta	L0902	0.345
Vestal Asphalt - Vestal	L0903	<b>AP</b>

**AP** – Award Pending      **NB** - No Bid

(continued)

**PRICE ADDITIONAL FOR ADDITIONAL FLAGGER PER DAY PER FLAGGER**

<b>Contractor</b>	<b>Plant</b>	<b>Additional Flagger</b>
Gorman Bros. - Albany	L0103	635.000
Gorman Bros. - Amsterdam	L0203	635.000
Gorman Bros. - Clinton	L0201	635.000
Midland Asphalt - Candor	L0604	650.000
Midland Asphalt - Lyons	L0403	650.000
Midland Asphalt - Tonawanda	L0502	650.000
NY Bituminous - Chester	L0803	645.000
Reclamation of Kingston	L0805	600.000
Suit-Kote - Buffalo	L0503	650.000
Suit-Kote - Cortland	L0301	650.000
Suit-Kote - New Hartford	L0202	650.000
Suit-Kote - Rochester	L0401	650.000
Suit-Kote - Watertown	L0703	650.000
Suit-Kote - Watkins Glen	L0603	650.000
Suit-Kote - West Oneonta	L0902	650.000
Vestal Asphalt - Vestal	L0903	695.000

**PRICE ADDITIONAL FOR PILOT VEHICLES PER DAY PER VEHICLE (WITH DRIVERS)**

<b>Contractor</b>	<b>Plant</b>	<b>Pilot Vehicle</b>
Gorman Bros. - Albany	L0103	705.000
Gorman Bros. - Amsterdam	L0203	705.000
Gorman Bros. - Clinton	L0201	705.000
Midland Asphalt - Candor	L0604	700.000
Midland Asphalt - Lyons	L0403	700.000
Midland Asphalt - Tonawanda	L0502	700.000
NY Bituminous - Chester	L0803	725.000
Reclamation of Kingston	L0805	700.000
Suit-Kote - Buffalo	L0503	690.000
Suit-Kote - Cortland	L0301	690.000
Suit-Kote - New Hartford	L0202	690.000
Suit-Kote - Rochester	L0401	690.000
Suit-Kote - Watertown	L0703	690.000
Suit-Kote - Watkins Glen	L0603	690.000
Suit-Kote - West Oneonta	L0902	690.000
Vestal Asphalt - Vestal	L0903	<b>AP</b>

**AP** – Award Pending      **NB** - No Bid

(continued)

**PRICE PER LINEAR FOOT FOR RUMBLE STRIPS**

<b>Contractor</b>	<b>Plant</b>	<b>Price Per Linear Foot</b>
Gorman Bros. - Albany	L0103	12.500
Gorman Bros. - Amsterdam	L0203	12.500
Gorman Bros. - Clinton	L0201	12.500
Midland Asphalt - Candor	L0604	14.600
Midland Asphalt - Lyons	L0403	14.600
Midland Asphalt - Tonawanda	L0502	14.600
NY Bituminous - Chester	L0803	14.940
Reclamation of Kingston	L0805	14.500
Suit-Kote - Buffalo	L0503	13.000
Suit-Kote - Cortland	L0301	13.000
Suit-Kote - New Hartford	L0202	13.000
Suit-Kote - Rochester	L0401	13.000
Suit-Kote - Watertown	L0703	13.000
Suit-Kote - Watkins Glen	L0603	13.000
Suit-Kote - West Oneonta	L0902	13.000
Vestal Asphalt - Vestal	L0903	11.490

**PRICE ADDITIONAL PER DAY PER ROLLER (WITH OPERATOR)**

<b>Contractor</b>	<b>Plant</b>	<b>Roller</b>
Gorman Bros. - Albany	L0103	1,200.000
Gorman Bros. - Amsterdam	L0203	1,200.000
Gorman Bros. - Clinton	L0201	1,200.000
Midland Asphalt - Candor	L0604	1,250.000
Midland Asphalt - Lyons	L0403	1,250.000
Midland Asphalt - Tonawanda	L0502	1,250.000
NY Bituminous - Chester	L0803	1,320.000
Reclamation of Kingston	L0805	1,250.000
Suit-Kote - Buffalo	L0503	1,300.000
Suit-Kote - Cortland	L0301	1,300.000
Suit-Kote - New Hartford	L0202	1,300.000
Suit-Kote - Rochester	L0401	1,300.000
Suit-Kote - Watertown	L0703	1,300.000
Suit-Kote - Watkins Glen	L0603	1,300.000
Suit-Kote - West Oneonta	L0902	1,300.000
Vestal Asphalt - Vestal	L0903	<b>AP</b>

**AP** – Award Pending      **NB** - No Bid

(continued)

**PRICE PER SQUARE YARD FOR SHOULDER MILLING – CONTRACTOR DISPOSAL**  
**(4,000 SQUARE YARD MINIMUM)**

Contractor	Plant	DEPTH/WIDTH OF MILLING					
		3 Inches 2-3 Feet	4 Inches 2-3 Feet	3 Inches 3-4 Feet	4 Inches 3-4 Feet	3 Inches 4+Feet	4 Inches 4+Feet
Gorman Bros. - Albany	L0103	3.200	3.250	2.500	2.600	2.400	2.300
Gorman Bros. - Amsterdam	L0203	3.200	3.250	2.500	2.600	2.400	2.300
Gorman Bros. - Clinton	L0201	3.200	3.250	2.500	2.600	2.400	2.300
Midland Asphalt - Candor	L0604	3.690	3.810	2.940	3.040	2.710	2.500
Midland Asphalt - Lyons	L0403	3.690	3.810	2.940	3.040	2.710	2.500
Midland Asphalt - Tonawanda	L0502	3.690	3.810	2.940	3.040	2.710	2.500
NY Bituminous - Chester	L0803	3.710	3.790	2.920	3.000	2.770	<b>AP</b>
Reclamation of Kingston	L0805	3.000	3.120	2.420	2.520	2.330	2.430
Suit-Kote - Buffalo	L0503	3.190	3.240	2.470	2.550	2.350	2.160
Suit-Kote - Cortland	L0301	3.190	3.240	2.470	2.550	2.350	2.160
Suit-Kote - New Hartford	L0202	3.190	3.240	2.470	2.550	2.350	2.160
Suit-Kote - Rochester	L0401	3.190	3.240	2.470	2.550	2.350	2.160
Suit-Kote - Watertown	L0703	3.190	3.240	2.470	2.550	2.350	2.160
Suit-Kote - Watkins Glen	L0603	3.190	3.240	2.470	2.550	2.350	2.160
Suit-Kote - West Oneonta	L0902	3.190	3.240	2.470	2.550	2.350	2.160
Vestal Asphalt - Vestal	L0903	NB	NB	NB	NB	NB	NB

**PRICE PER SQUARE YARD FOR SHOULDER MILLING – STATE DISPOSAL**  
**(4,000 SQUARE YARD MINIMUM)**

Contractor	Plant	3 Inches 2-3 Feet	4 Inches 2-3 Feet	3 Inches 3-4 Feet	4 Inches 3-4 Feet	3 Inches 4+Feet	4 Inches 4+Feet
Gorman Bros. - Albany	L0103	2.300	2.400	1.550	1.650	1.150	1.250
Gorman Bros. - Amsterdam	L0203	2.300	2.400	1.550	1.650	1.150	1.250
Gorman Bros. - Clinton	L0201	2.300	2.400	1.550	1.650	1.150	1.250
Midland Asphalt - Candor	L0604	2.530	2.620	1.770	1.900	1.280	1.390
Midland Asphalt - Lyons	L0403	2.530	2.620	1.770	1.900	1.280	1.390
Midland Asphalt - Tonawanda	L0502	2.530	2.620	1.770	1.900	1.280	1.390
NY Bituminous - Chester	L0803	2.600	2.680	1.920	2.000	1.300	1.380
Reclamation of Kingston	L0805	2.200	2.420	1.620	1.720	<b>AP</b>	<b>AP</b>
Suit-Kote - Buffalo	L0503	2.231	2.281	1.520	1.590	1.115	1.165
Suit-Kote - Cortland	L0301	2.231	2.281	1.520	1.590	1.115	1.165
Suit-Kote - New Hartford	L0202	2.231	2.281	1.520	1.590	1.115	1.165
Suit-Kote - Rochester	L0401	2.231	2.281	1.520	1.590	1.115	1.165
Suit-Kote - Watertown	L0703	2.231	2.281	1.520	1.590	1.115	1.165
Suit-Kote - Watkins Glen	L0603	2.231	2.281	1.520	1.590	1.115	1.165
Suit-Kote - West Oneonta	L0902	2.231	2.281	1.520	1.590	1.115	1.165
Vestal Asphalt - Vestal	L0903	NB	NB	NB	NB	NB	NB

**AP** – Award Pending      **NB** - No Bid

(continued)

**REQUEST FOR CHANGE:**

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

**ELECTRONIC PAYMENTS:**

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

**CENTRALIZED PROCUREMENT CONTRACT FEE (CPCF):**

Amendments to State Finance Law §163-c imposed a centralized procurement contract fee (procurement fee) to be paid by contractors awarded OGS centralized contracts for the purchase of commodities, services or technology. The pricing offered by contractors for the commodity, service or technology is considered by the Office of General Services (OGS) to be inclusive of the fee. The procurement fee is one half of one percent (.005) of total sales made by Authorized Users of centralized contracts.

The fee, covering the applicable preceding calendar quarter, as well as an accompanying return, must be made by the contractor to the New York State Department of Taxation and Finance ("DTF") no later than forty-five (45) days after the close of each calendar quarter. Payment of the procurement fee, as well as filing of the accompanying return, must be made electronically to DTF. Prior to electronically filing the initial return and electronically paying the initial procurement fee, contractors must register on DTF's Online Tax Center:

<http://www.tax.state.ny.us/nyshome/online.htm>

Quarterly returns must be filed with DTF even if no sales were made under the centralized contract during the preceding calendar quarter. Simultaneously, the contractor must provide its sales report for such preceding calendar quarter to OGS in the format and with details set forth in this solicitation (even if no sales occurred). Contractors must fully cooperate with DTF and OGS relative to such payments and filings. Penalties for failure to comply with the filing and payment requirements are provided for by Article 27 of the Tax Law.

In addition to the penalties prescribed by Article 27 of the Tax Law, failure by a contractor to timely and accurately remit the procurement fee, provide the sales report and file the return for each calendar quarter shall constitute a breach of contract, and the Commissioner of General Services may exercise discretion to terminate such centralized contract on written notice to the contractor.

Additional information including FAQs is available at:

<http://www.ogs.state.ny.us/purchase/ProcurementContractFee.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.

**PSG's DISPUTE RESOLUTION POLICY:**

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

**CONTRACT PERIOD AND RENEWALS:**

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.

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

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

a. **Equal Employment Opportunity Requirements**

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

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

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

**METHOD OF ORDERING:**

Orders for the purchase of material will be placed with the contractor whose source of supply offers the lowest ultimate cost (including hauling costs) to the State at the destination.

**STORAGE FACILITY:**

The contractor shall supply asphalt emulsions in the quantity and date specified on the order. The storage facility shall be approved by NYS DOT in the current calendar year before asphalt emulsions can be supplied.

**PG BINDER REQUIREMENTS:**

Acceptance of the PG Binder is based on the name of the primary source appearing on the Department’s Approved List of Performance-Graded Binders for Hot Mix Asphalt (HMA) Paving and is contingent upon certification of compliance to these specification requirements by the primary source and subsequent suppliers. The Department reserves the right to conduct sampling and testing to verify specification compliance.

**DELIVERY:**

**General** - 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.

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

**Delivery Ticket** - A delivery ticket shall be provided with each load of bituminous asphalt emulsions stating the following:

1. Storage facility identification
2. Ticket Number
3. Date/time
4. Item Number and Type
5. Quantity ticket printed by machine
6. Quantity in 60° F gallons for emulsions.

(continued)

DELIVERY: (Cont'd)

**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.

**Sampling, Testing, Inspection and Reporting** - All asphalt emulsions intended for use on State agency and non-State agency projects shall be sampled, tested, inspected, certified and shipped in accordance with NYS DOT Materials Method N.Y. 8.1, 8.2 and 8.3 and addenda. The State reserves the right to inspect asphalt emulsions supply facilities and the equipment of any successful bidder at any time for conformance with the requirements listed herein; if deficiencies are found, such deficiencies shall be corrected within 10 days or the contractor will be considered in default.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from the original bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

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.

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

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**PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS:**

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

For access to the Department of Labor (DOL) Prevailing Wage Schedule for this award, use the link <http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=441079> or copy and paste into your browser. Next, click on "Original Wage Schedule" beneath the header. This schedule is in excess of 2,100 pages in length and may require several minutes to open.

The applicable Prevailing Wage Rate Schedule for this award is **PRC #2009010719**. For Prevailing Wage Updates, use the DOL link <http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt> or copy and paste into your browser. Links to schedule updates appear in the table at the bottom of the web page.

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

**WORKER NOTIFICATION – A9052; S6240**

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

**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.

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CONTRACTOR INSURANCE: (Cont'd)

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 \$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.

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 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.

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CONTRACTOR INSURANCE: (Cont'd)

- 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.

ADDITIONAL OCP INSURANCE - Contractor understands and agrees that any Authorized User, in particular the New York State Department of Transportation (NYSDOT) may also require Owners and Contractors Protective Insurance Coverage (OCP) in addition to the above-referenced insurance. **The OCP insurance required shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.**

The request for OCP shall be indicated by the Authorized User on the Quick Quote form. All Quick Quotes submitted must state the cost for such coverage which will be included as part of the Total Cost per Project and evaluated accordingly by the Authorized User.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter. The Grand Total Sales Reports for State and Non-State Agencies are due at the same time the procurement fee is payable to the Department of Taxation and Finance, where applicable.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

Product/ Service Description	Total Quantity Shipped to <u>State</u> <u>Agencies</u>	Total Quantity Shipped to <u>Authorized</u> <u>Non-State Agencies</u>	Total Sales \$ <u>State Agencies</u>	Total Sales \$ Authorized Non-State <u>Agencies</u>
				\$
		Grand Total Sales- State & Non-State Agencies		\$

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REPORT OF CONTRACT PURCHASES: (Cont'd)

The report is to be submitted electronically in Microsoft Excel 2003 or lower format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

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.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price  
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.state.ny.us/procurecounc/pdfdoc/guidelines.pdf>

Non-contract vendors furnishing materials under "OGS or Less" shall meet the same qualifications as those required of contract vendors. In addition, non-contract vendors are subject to all other requirements and conditions appearing in this Invitation for Bids including Group Specification, Appendix A, Appendix B and any and all applicable Purchasing Memoranda.

Price shall include ALL required insurance coverage costs (see "CONTRACTOR INSURANCE" clauses).

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.

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**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW): (Cont'd)**

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 contractor 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.

**MINIMUM PROJECT SIZE:**

The minimum project size for Cold Recycling under this contract without an extra charge shall be 20,000 square yards. This is approximately 1.7 miles of two lane highway at 20 feet wide. A quantity/price change occurs at 50,000 square yards, which is approximately 4.2 miles of a 2-lane highway at 20 feet wide.

The minimum width of shoulder milling shall be 2 feet. The minimum quantity of shoulder milling shall be 4,000 square yards. A quantity/price change occurs at 20,000 square yards.

An additional cost, bid by the vendor, shall be assessed per square yard for projects less than 20,000 square yards or on any projects where more than 50% of the total area (square yards) must be recycled in short lengths (less than 1,500 feet in length).

**UNITS OF MEASURE:**

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

**NYSDOT's STANDARD SPECIFICATIONS:**

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

**MATERIALS:**

Materials offered must be from a NYS Dept. of Transportation approved location.

Inspection of storage locations not currently approved may be requested directly from NYSDOT and subsequently certified for consideration in future IFBs.

Materials offered must be from the NYS Dept. of Transportation approved list of materials.

**PREAPPROVED SOURCES:**

For information regarding how to become an approved facility, or, to make arrangements for inspection of materials or equipment when required, contact the Materials Bureau of the Department of Transportation at 518-457-3240

**ESTIMATED QUANTITIES:**

Each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

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**PAYMENT:**

Payment for Cold Recycling of Asphalt Concrete shall be made at the contract price per unit bid for the actual number of square yards of recycling at 3 inches or 4 inches deep, the actual number of square yards of shoulder milling (and disposal if required) at 3 inches or 4 inches deep, the actual number of tons of aggregate, the actual number of gallons of asphalt emulsion (without or with additive) at 60°F and the actual number of gallons of PG binder verified by the receiving agency used in the accepted portion of the work. The determination as to quantities involved in any contract shall be accepted as final and binding upon the vendor.

If the engineer or agency authorized individual orders the vendor to spread the recycled mixture over a wider area than the milled area, the vendor shall be due extra compensation for the non-milled area. The actual number of square yards not milled but covered by recycled material shall be measured in square yards and payment for that area shall be computed at 50 percent of the bid price for recycling plus mobilization.

If the agency orders the vendor to recycle a project less than 20,000 square yards in area or a project where the total area to be recycled must be recycled in short lengths (less than 1,500 feet in length) the vendor shall be paid the amount bid per square yard for small projects and/or short projects for the actual number of square yards of accepted Cold Recycling. If the project is both small (less than 20,000 square yards) and also must be recycled in short lengths (less than 1,500 feet in length) then only one additional payment for small and/or short lengths projects shall be made. If the project is small or must be recycled in short lengths, payment for the Cold Recycling itself shall be made per square yard of accepted Cold Recycling at the price bid for 20,000 square yards to 50,000 square yards for the appropriate depth. Even if the project is both small and has short segments, only one surcharge per square yard shall be paid.

A delivery slip stating quantities of asphalt emulsions (without or with additive) or PG binder shall accompany each shipment. An invoice listing the quantities of Cold Recycling, asphalt emulsions (without or with additive) or PG binder, and aggregate shall be sent promptly by the vendor to the engineer or agency authorized individual. Measurement of asphalt emulsions shall be based on the volume of the asphalt emulsions (without or with additive) at a temperature of 60°F. The temperature/volume correction to obtain the correct volume at 60°F shall be 0.00025 gallons per degree F for all asphalt emulsions (without or with additive). Fog seal may only be paid for when the originally estimated amount for asphalt emulsion has not been totally utilized for the recycling. In that case the amount of asphalt emulsion that may be paid for fog seal and for the recycling is limited to an amount equal to 110% of the originally estimated amount of asphalt emulsion. Measurement of PG binder shall be based on the volume of the PG binder at a temperature of 60° F . The temperature/volume correction to obtain the correct volume at 60° F shall be 0.00035 gallons per degree F for all PG binders.

No separate payment will be made for the use of water in the mixing process. Any work required for the maintenance and repair of the Cold Recycling by the vendor during the ten day curing period and for an additional twenty days thereafter shall be done at the vendor's expense.

Payment for optional work zone traffic control (if required) will be made based on the number of square yards of completed recycling. Payment for additional flaggers (if required) will be made based on the number of days (computed to the nearest quarter day) that additional flaggers are utilized as directed by the engineer or agency authorized individual.

Payment for rumble strips (if required) will be based on the number of linear feet of rumble strips that are actually installed and removed as per the specifications included herein.

Payment for optional pilot vehicles with drivers will be made based on the number of days (computed to the nearest quarter day) that optional pilot vehicles with drivers are utilized as directed by the engineer or agency authorized individual.

Payment for optional additional rollers (if required) will be made based on the number of days (computed to the nearest quarter day) that the additional rollers with operators are utilized as directed by the engineer or agency authorized individual.

The price per unit arrived at (mutually estimated) by the vendor and the using agency on the Price Calculation Worksheet or the price per unit resultant from the quick quote process (whichever is applicable) shall be the price per unit paid to the vendor. The quantity of asphalt emulsions (without or with additive) or PG Binder per square yard for Cold Recycling shall be considered binding upon the vendor, such that final payment quantities of asphalt emulsions (without or with additive) or PG Binder shall not exceed 110% of the per square yard rate listed on the price calculation worksheet or the quick quote form (whichever is applicable) multiplied by the number of square yards of Cold Recycling actually accomplished.

(continued)

**SUPERVISION:**

The Department of Transportation or agency authorized individual shall provide supervision for the Cold Recycling operation. The resident engineer or agency authorized individual shall designate a recycling 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-RECYCLING CONFERENCE:**

The vendor shall schedule a Pre-Recycling Conference with the affected resident engineer or agency authorized individual after the acceptance of the mix design by the State and at least one week prior to the start of the recycling. Project-level supervisors for both the owner agency and the vendor should be present at this conference. At this conference the vendor shall present Certificates of Insurance evidencing compliance with the additional insurance requirements, their proposed recycling schedule, procedure and Traffic Control Plan (if applicable) to the State or other agency for approval. Prior to the start of recycling, the vendor shall coordinate the details of the recycling with the resident engineer or agency authorized individual.

**WORK HOURS**

Work will not be permitted on Sundays and Holidays. If the contractor desires to work overtime on other days, dispensation from the NYS Labor Department must be obtained using Department of Labor Form PW-30 (5/93).

**MIX DESIGN:**

Cold recycling mix designs may be developed by two different methods under this contract. The first method will require that the owner agency will core the pavement and prepare the mix design. The agency will specify the amount and type of added aggregate and the vendor will be responsible for specifying the type and amount of asphalt emulsion (without or with additive) or PG Binder to properly recycle the pavement.

The second method will require that the vendor will core the pavement and complete the entire mix design.

After a vendor receives a verbal or written request for a mix design for a specific pavement section from the State, the vendor must supply a mix design for approval to the Director, Materials Bureau within 15 workdays unless additional time is granted by the resident engineer. Copies shall be sent by facsimile to the resident engineer and the Director, Materials Bureau. The telephone numbers for the various facsimile machines shall be supplied to the vendor by the resident engineer. Core holes drilled by the vendor to derive information for a mix design must be filled the day drilled with cold mix bituminous concrete approved by the resident engineer. Traffic control for the coring operation shall be performed by the vendor with prior approval of the lane closure scheme by the resident engineer.

After a vendor receives a verbal or written request for a mix design for a specific pavement section from an agency other than the State, the vendor must supply a mix design for approval to the agency authorized individual within 15 workdays unless additional time is granted by the agency authorized individual. Copies shall be sent by facsimile to the agency authorized individual or their designee. The telephone numbers for the various facsimile machines shall be supplied to the vendor by the agency authorized individual. Core holes drilled by the vendor to derive information for a mix design must be filled the day drilled with cold mix bituminous concrete approved by the agency authorized individual. Traffic control for the coring operation shall be performed by the vendor with prior approval of the lane closure scheme by the agency authorized individual.

**CORING BY THE VENDOR FOR NON NYSDOT PROJECTS:**

If the vendor is responsible for the mix design this section will apply. Use 6 inch diameter cores to determine the asphalt content and aggregate gradation of the pavement to be recycled. The agency authorized representative will designate the locations from which the cores will be taken. One location will be designated for each lane mile of pavement with a minimum of six cores for each mix design. Core locations should be uniformly spaced along the length of the project and designated in alternating lanes.

(continued)

**CORING BY THE VENDOR FOR NON NYSDOT PROJECTS: (Cont'd)**

If shoulders are included in the reclaimed material, take a minimum of six additional cores from the shoulders for the mix design. If the pavement or shoulder condition, such as material type or overlay history, changes at some point in the project a separate mixture design will be generated using a separate set of core locations. Follow the same coring and design procedures for each additional mixture design.

The agency authorized representative will approve the plan for work zone traffic control before any coring takes place. Take all pavement cores from the center of the lane within 10 feet of the location marked by the agency authorized representative. Take all shoulder cores within 2 feet of the outer edge of the shoulder and 10 feet of the location marked by the agency authorized representative.

Submit a completed mixture design form to the agency authorized representative for approval. In addition to the information required on the design form, provide the following information:

1. Core locations.
2. Depth of asphalt pavement at each core location.
3. Aggregate gradation and asphalt content of each core from the portion of the core representing the pavement to be recycled. List pavement cores separately from shoulder cores.
4. Average of all gradation and asphalt content results. When the design contains both pavement and shoulder cores, weight the average appropriately to reflect the proper proportion of shoulder material and pavement material to be recycled.
5. Gradation of additional aggregate.
6. The combined gradation of the average core gradation and the additional aggregate.
7. Graph showing the average core gradation, combined gradation, and the mix design control limits plotted on a graph of percent passing v. sieve size raised to the 0.45 power.
8. Completed Price Calculation Worksheet (if necessary).

**OPTIONAL ADDITIONAL ROLLERS WITH OPERATORS:**

If required by the engineer or agency authorized individual, the vendor shall provide an additional 8-ton vibratory roller that appears on the current Approved List - Bituminous Concrete Vibratory Compaction Equipment. Payment shall be by the day for each roller with operator provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. No extra payment shall be provided if the vendor elects to work a longer day than the standard eight-hour day. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual. Optional additional rollers shall be used as indicated under COMPACTION included in the detailed specification for COLD RECYCLING OF ASPHALT CONCRETE contained elsewhere in the contract documents.

**SHOULDER MILLING:**

If the engineer or agency-authorized representative orders the vendor to mill out unsuitable material from the shoulders, the vendor shall do so in compliance with this section. Material shall be removed from shoulders (a minimum of 2 feet in width) by suitable milling machines and removed from the project site by the vendor or by the state or purchasing agency. When removal and disposal by the vendor is specified, the vendor shall be required to remove and dispose of the material at their own expense. When removal and disposal by the State or purchasing agency is specified, the vendor shall load the material into State or purchasing agency trucks for disposal. Shoulder milling shall be 3 inches or 4 inches deep as specified by the engineer or agency authorized individual. The resulting surface of shoulder milling shall be in reasonably close conformity with the grades and cross slopes of the shoulder as originally constructed, except for the elevation change.

**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 owner. Any and all debris generated as part of the work shall be removed by the contractor upon completion of the project.

(continued)

**OPTIONAL WORK ZONE TRAFFIC CONTROL:**

The vendor shall submit a per square yard price for work zone traffic control as prescribed by this specification. When requesting mix designs from the vendors, the purchasing agency may, at their option, include work zone traffic control by the vendor for the specific project anticipated.

If optional work zone traffic control is included in the mix design request, the vendor shall be responsible for traffic control. Traffic shall be controlled in accordance with Sections 619-1 through 619-3 of the Standard Specifications and the Manual of Uniform Traffic Control Devices (MUTCD). The vendor shall submit a Traffic Control Plan for approval to the resident engineer or agency authorized individual at the Pre-Recycling Conference. Figures TAST-C1R, TAST-C2R, TAST-C3R, TAST-C4R, TAST-C5R, TAST-C1UL, TAST-C2UL, TAST-C3UL, and TAST-C4U appearing on the following pages may be used as a basis for development of a Work Zone Traffic Control Plan.

All necessary flaggers for traffic control shall be provided by the vendor. A minimum of three flaggers shall be provided while the recycling operation is underway. One shall be stationed at each end of the operation and one shall be stationed with the milling machine/paver. The vendor 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 or agency authorized individual.

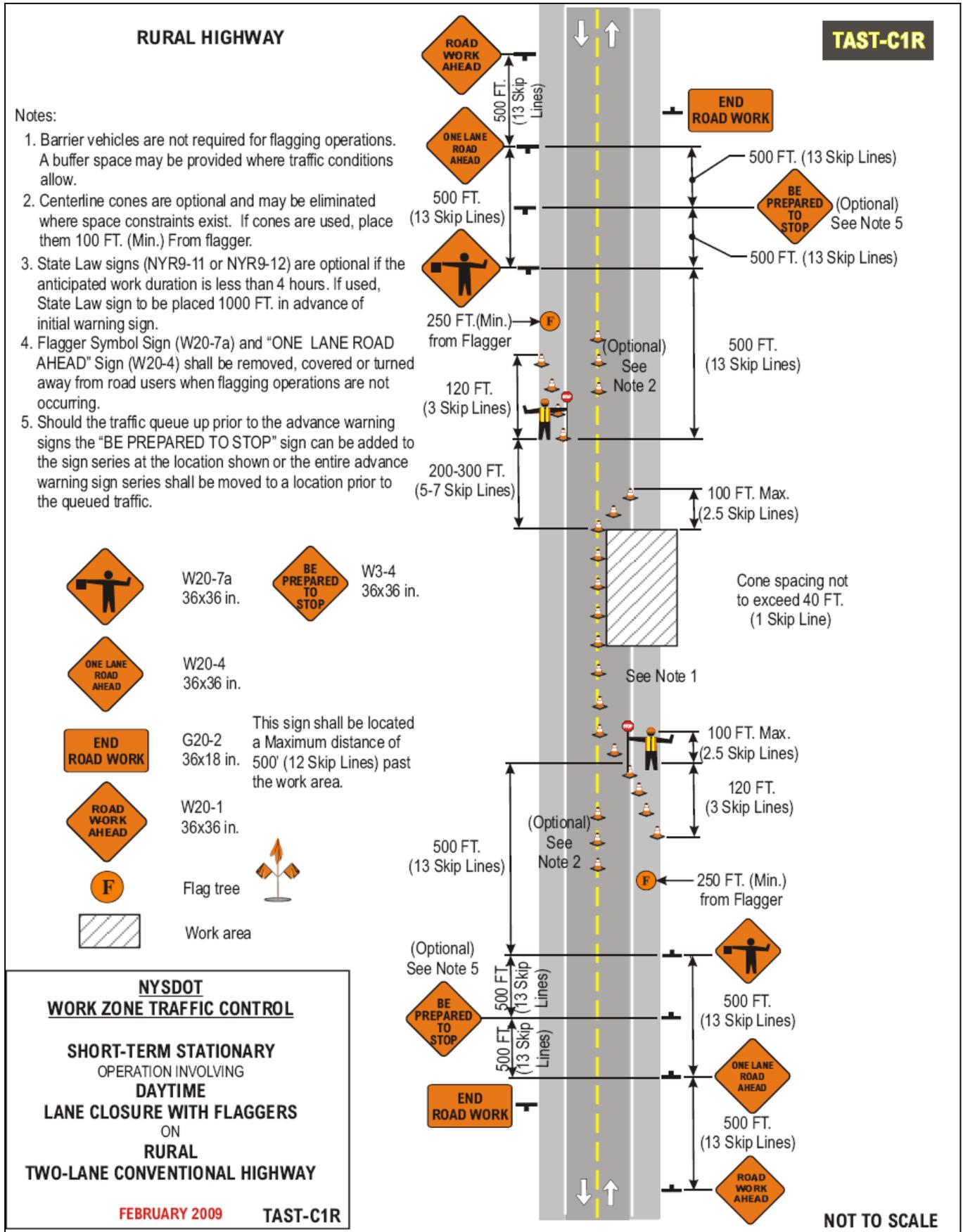
The vendor shall provide construction signs as specified in Section 619-1 through 619-3 of the Standard Specifications and in the MUTCD. At a minimum the vendor shall install the following permanent construction signs:

<b>SIGN</b>	<b>MINIMUM SIZE</b>	<b>LOCATION</b>
ROAD WORK NEXT _____ MILES	<u>G20-1</u> 36" X 18" (900 mm X 450 mm)	On main line upstream of project in each direction
END ROAD WORK	<u>G20-2</u> 36" X 18" (900 mm X 450 mm)	On main line after end of project in each direction
ROAD WORK 500 FT.	<u>W20-1</u> 36" X 36" (900 mm X 900 mm)	On main line 500 feet in advance of the affected highway segment in each direction and on major intersecting roads 300-500 feet in advance of main line. Sign should be covered if it conflicts with temporary signing in the vicinity.
DO NOT PASS	<u>R4-1C</u> 24" X 30" (600 mm X 750 mm)	On main line spaced every 1,000 feet along project in each direction (if centerline tracks are used instead of temporary pavement markings)
NO CENTER STRIPE	<u>W8-12</u> 36" X 36" (900 mm X 900 mm)	On mainline spaced every 2 miles along project in each direction and after every major intersecting road (if centerline tracks are used instead of temporary pavement markings)

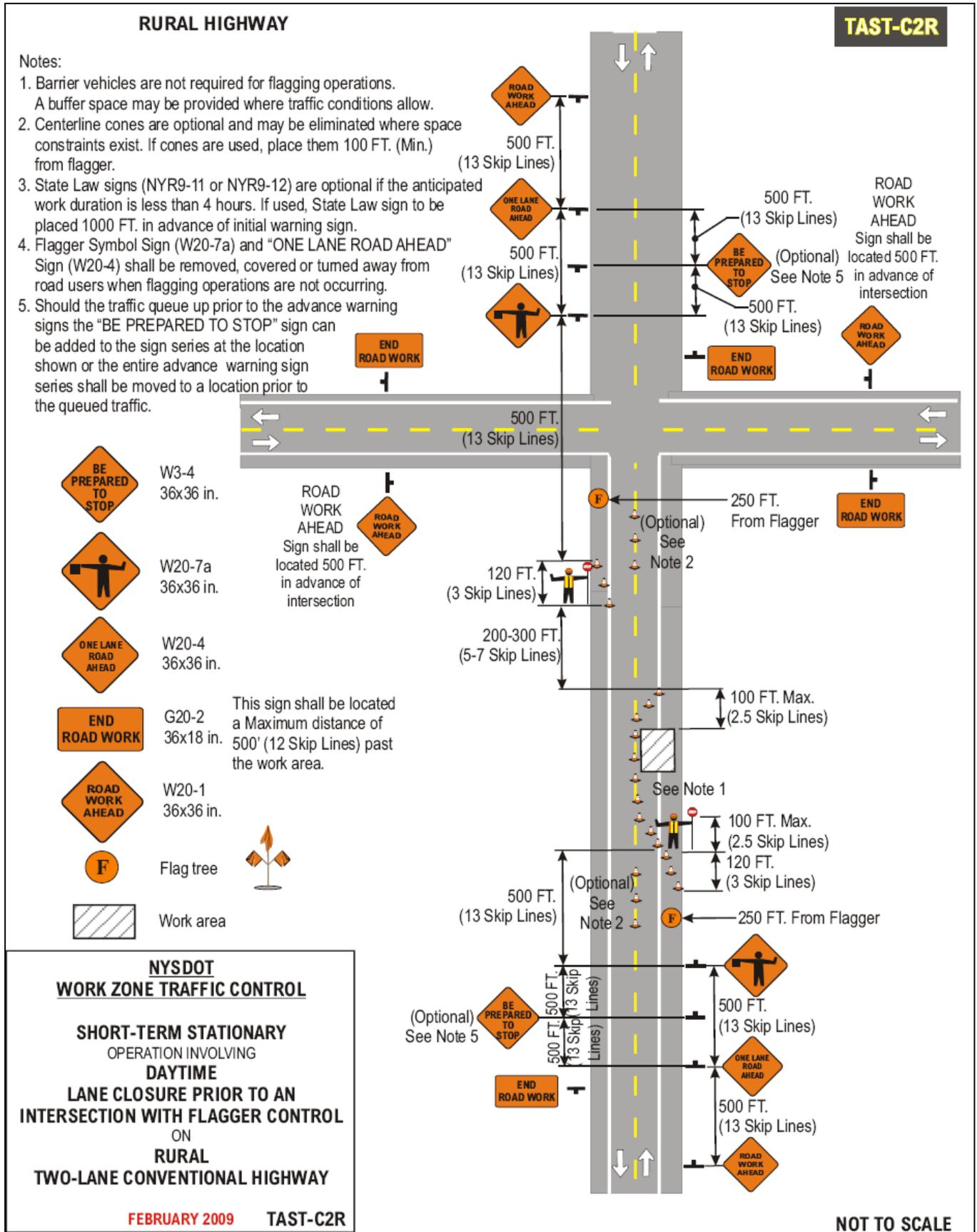
Major intersecting roads are defined as through State, County, Town, Village, or City roads. The vendor may provide portable signs as shown in Figure 6F-2 of the MUTCD and meeting the requirements of Section 619 of the Standard Specifications for lane closures during work hours.

With prior permission of the State's Resident Engineer or political subdivision's representative, the vendor may provide portable signs as shown in Figure 6F-2 for the above referenced DO NOT PASS and NO CENTER STRIPE signs. Signs left active at night shall be rigid and reflectorized in accordance with the Standard Specifications. The vendor shall be responsible for assuring that these signs will be in their upright, visible positions twenty-four hours a day, seven days a week while temporary pavement delineation is in place.

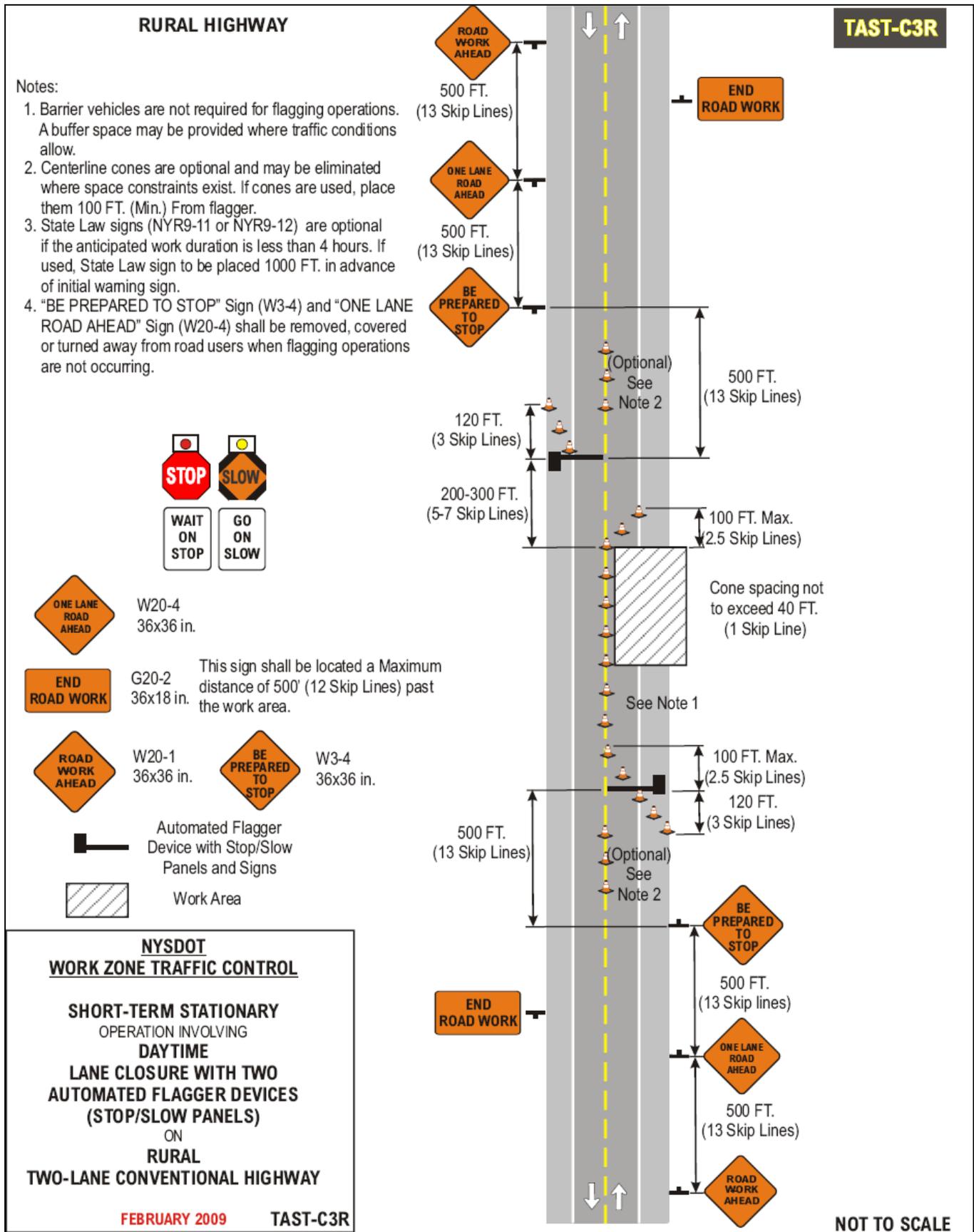
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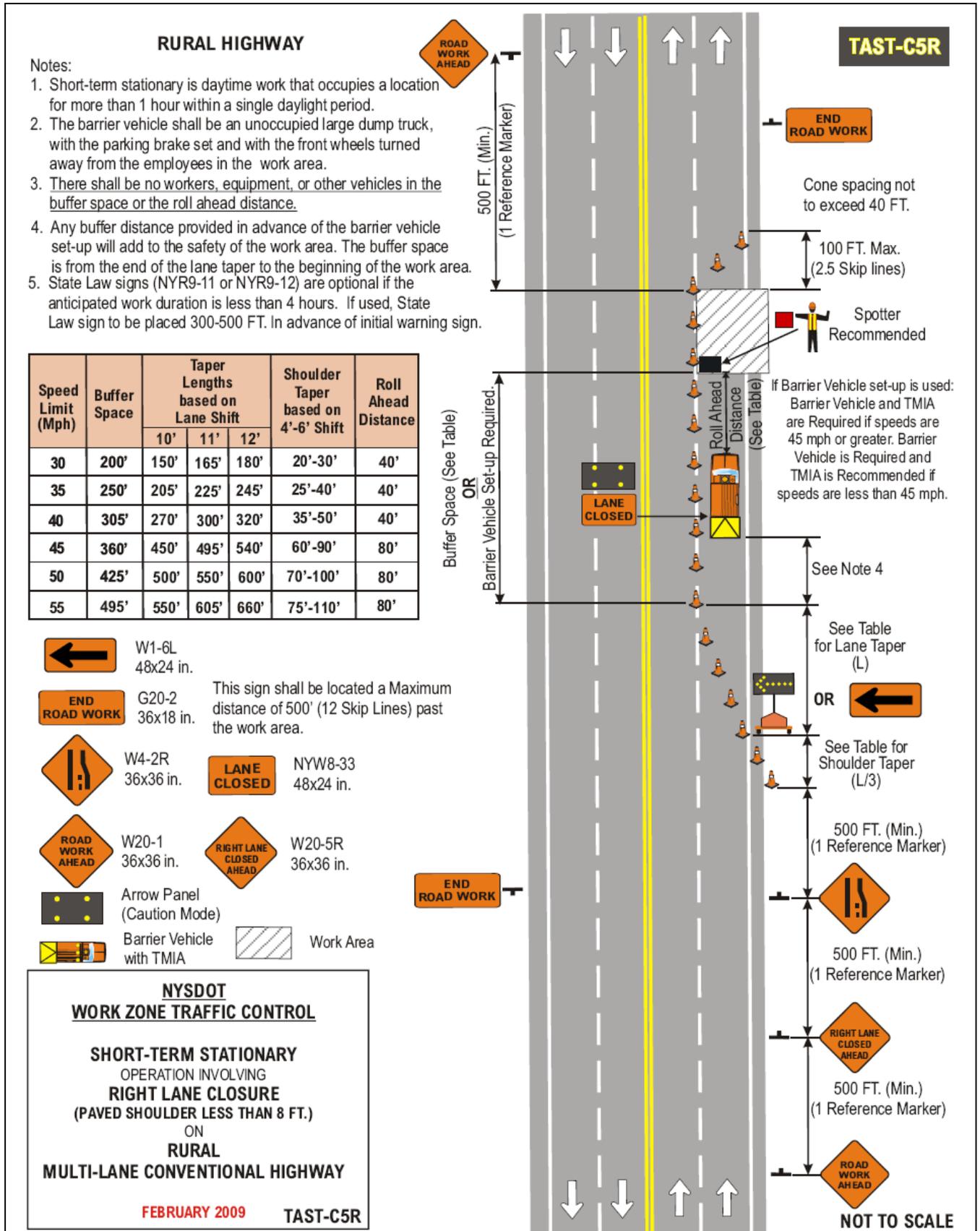


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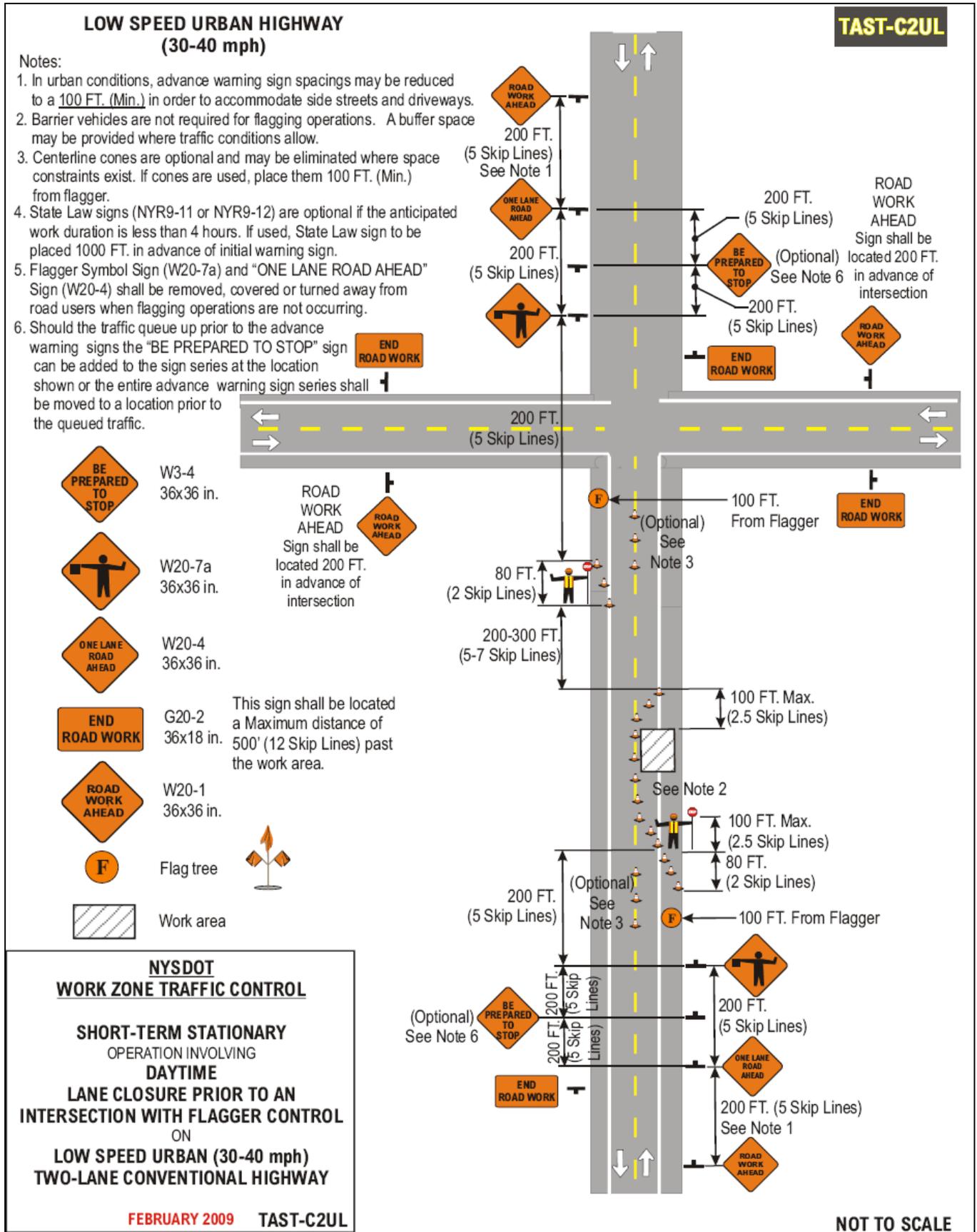
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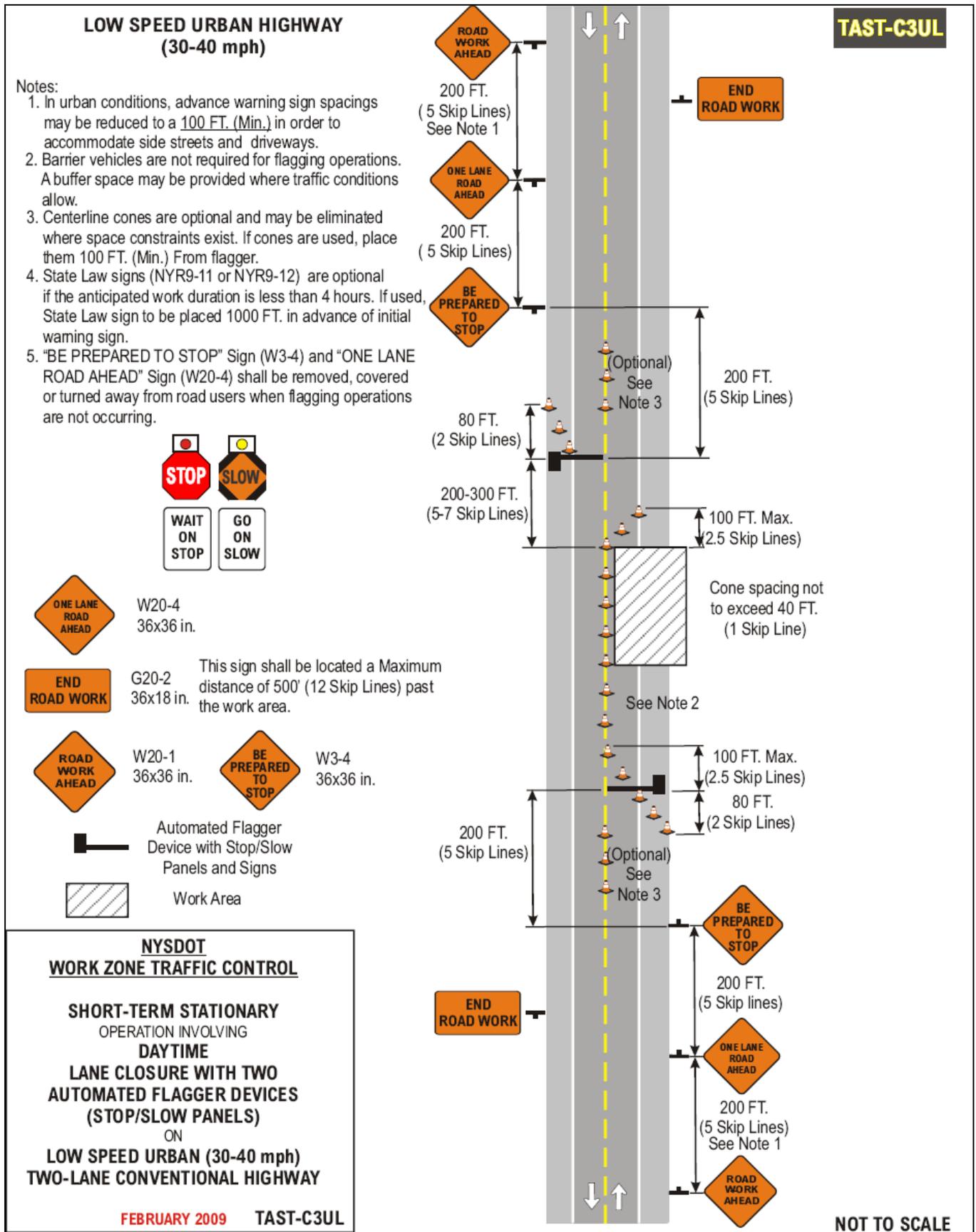


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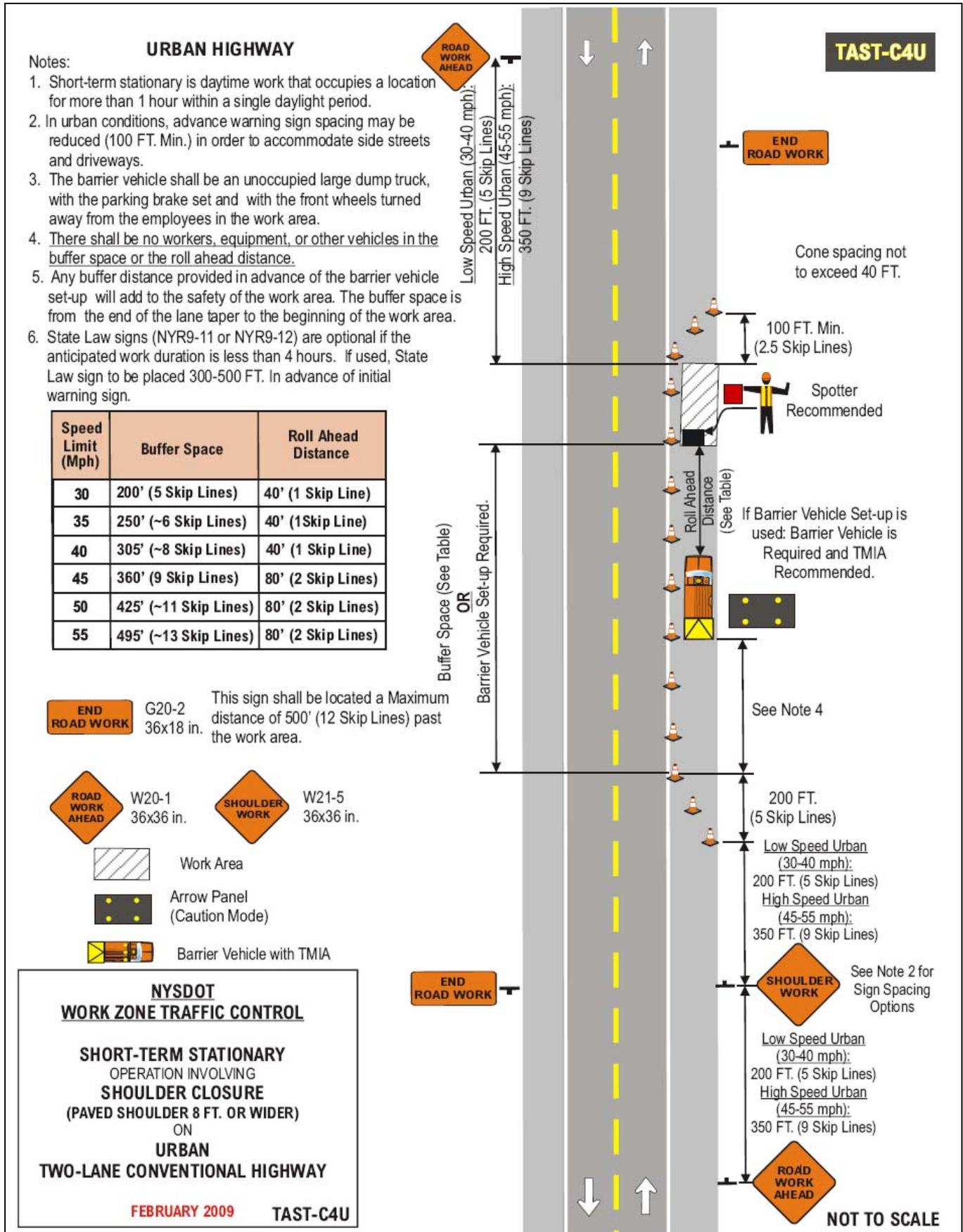




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**OPTIONAL WORK ZONE TRAFFIC CONTROL: (Cont'd.)**

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

All costs for work zone traffic control including flagging, pavement marking, and construction signs are to be included in the price bid per square yard.

Whenever traffic is permitted to use a travel lane and the adjacent shoulder is not brought up to grade, construction warning signs meeting the requirements of 6F.42 of the MUTCD sign shall be placed.

<b>SIGN</b>	<b>MINIMUM SIZE</b>	<b>LOCATION</b>
LOW SHOULDER or	<u>W8-9</u> 30" X 30" (750 mm X 750 mm)	On main line spaced every 2 miles along project in each direction and after every major intersecting road.
SHOULDER DROP OFF	<u>W8-9a</u> 30" X 30" (750 mm X 750 mm)	Same as above

**Additional Flaggers for Work Zone Traffic Control**

If the engineer or agency authorized individual determines that more than 3 flaggers are necessary to properly control traffic on two-way roadways or more than 2 flaggers are necessary to properly control traffic on one-way roadways and the vendor is responsible for Work Zone Traffic Control under this Invitation for Bids, the vendor shall provide additional flaggers under the Additional Flaggers item. The price bid per flagger per day shall include all costs of providing a flagger where directed by the engineer or agency authorized individual with all the necessary safety equipment, i.e., stop/slow paddle, flag, vest, hardhat, etc. Payment shall be by the day for each flagger provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. No extra payment shall be provided if the vendor elects to work a longer day than the standard eight-hour workday. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual.

**Optional Pilot Vehicles with Drivers**

If required by the engineer or agency authorized individual, the vendor shall provide sufficient two-way radio equipped pilot vehicles with drivers to guide traffic around the Cold Recycling work zone at a maximum of 20 miles per hour. Payment shall be by the day for each pilot vehicle with driver provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. No extra payment shall be provided if the vendor elects to work a longer day than the standard eight-hour workday. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual.

The pilot vehicle(s) shall be equipped with construction signs meeting the requirements of Section 6F.54 of the MUTCD:

<b>SIGN</b>	<b>MINIMUM SIZE</b>	<b>LOCATION</b>
PILOT VEHICLE FOLLOW ME	<u>G20-4</u> 36" X 18" (900 mm X 450 mm)	On the back of the pilot vehicle

The pilot vehicles shall have the name of the vendor prominently displayed.

(continued)

**WORK ZONE INTRUSION INITIATIVE:**

**ATTENTION - Special Note:**

As part of the Department of Transportation's Work Zone Intrusion Initiative, the following countermeasures shall be applied to Cold Recycling Projects in this Invitation for Bids if the Vendor is responsible for Optional Work Zone Traffic Control:

**Channelizing Device Spacing Reduction:**

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

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

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

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

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

**Flagger Station Enhanced Setups:**

Additional cones and a flag tree meeting the requirements of 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.

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

**Temporary Rumble Strips:**

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

**Description:**

This work shall consist of the installation, maintenance and subsequent removal of temporary rumble strips in Cold Recycling work zones at the locations indicated in the Invitation for Bids or as directed by the Engineer.

**Materials:**

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

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

Raised asphalt rumble strips shall be formed from asphalt concrete meeting the requirements of Hot Mix Asphalt Shim Course F9 or 9.5 F3 Top Course. Tack coat meeting the requirements of Materials Designation 702-90 Asphalt Emulsion Tack Coat shall be used to adhere the rumble strip to the existing pavement.

(continued)

**CONSTRUCTION DETAILS:**

**Raised Asphalt Rumble Strips:**

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

Temporary rumble strips shall be placed in a succession of three 6 Strip Patterns according to the attached “Suggested Layout Details - Temporary Rumble Strips.” Each strip shall be placed on 10-foot centers and traversing the full width of each travel lane. On curbed roadways, rumble strips shall end a minimum of 3 feet from the curb so as to not interfere with drainage. Rumble strips shall be between 6 inches and 9 inches in width and have a final compacted thickness of 0.4 inch ± 0.1 inch.

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

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

**Raised Removable Tape Rumble Strips:**

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

Temporary rumble strips shall be placed in a succession of three 6-Strip Patterns according to the attached “Suggested Layout Details - Temporary Rumble Strips.” Each strip shall be placed on 10-foot centers and traversing the full width of each travel lane. On curbed roadways, rumble strips shall end a minimum of 3 feet from the curb so as to not interfere with drainage. Sufficient layers of tape shall be applied such that each finished rumble strip has a thickness of 0.4 inch ± 0.1 inch is between 6 inches and 9 inches in width.

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

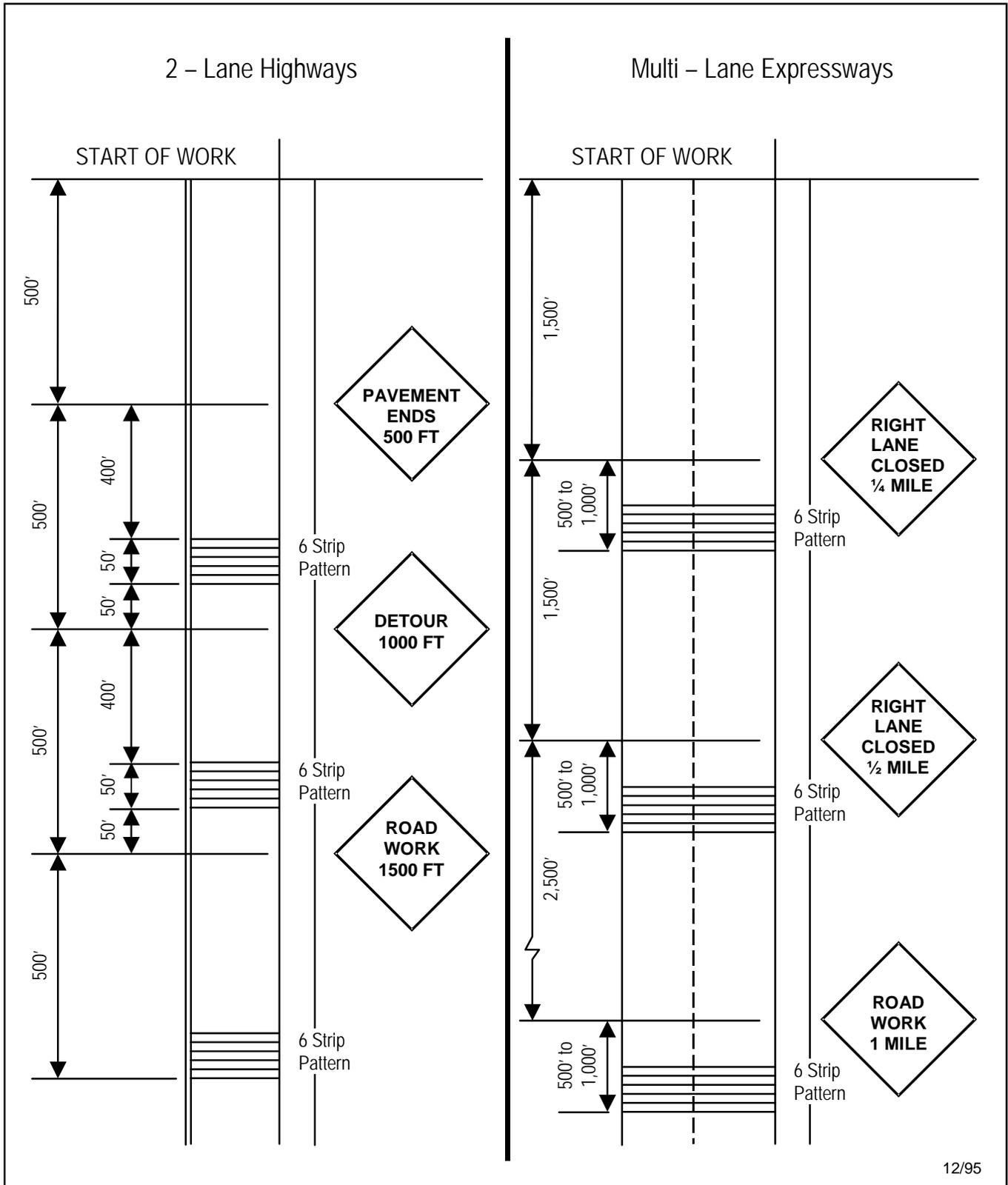
When directed by the Engineer, (e.g. prior to the start of the winter plowing season), or prior to the placement of successive pavement courses, the vendor shall completely remove the rumble strips from the pavement. Rumble strips shall be removed upon completion of work and concurrently with the removal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

**Basis of Payment:**

All costs for the installation, maintenance and removal of temporary rumble strips shall be included in the price bid per linear foot of rumble strips.

(continued)

Suggested Layout Details -- Temporary Rumble Strips



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DETAILED SPECIFICATIONS

**DESCRIPTION:**

This specification covers the requirements for cold recycling asphalt concrete. This work shall consist of coring the existing pavement, preparing a mix design and recycling the existing asphalt concrete pavement. The recycling shall be a continuous process of milling the existing pavement, remixing with bituminous material (unmodified or modified) and aggregate, reshaping, and compacting the asphalt mixture. Pavement locations that are milled shall have material replaced on the same day. All work under this item shall be in accordance with these specifications and in reasonably close conformity with the limits established by the Engineer or agency authorized representative.

**MATERIAL REQUIREMENTS:**

**Bituminous Material:**

Liquid bituminous material shall be obtained from a Department approved facility. All bituminous material proposed for use on Department projects shall be approved by the Director, Materials Bureau. The engineer or agency authorized representative shall take one sample from each tank truck of bituminous material arriving on the project in accordance with Materials Method - NY 8.2. The sample shall be sent to the Materials Bureau with a completed BR170d attached.

**Additives:**

Additives may be used to improve the quality of the resulting recycled pavement. Additives may be combined with the bituminous material prior to construction or may be added to the mix during construction. The proportion and amounts of additive shall be determined by the Contractor and approved by the Director, Materials Bureau.

**Aggregates:**

Additional aggregates for cold recycling of pavements shall conform to the requirements of Section 703-02, Coarse Aggregate, of the Standard Specifications. The gradation and source of the aggregates shall be specified by the Contractor and included in the proposed mix design.

**Reclaimed Material:**

Asphalt pavement and any milled material which has been removed and/or processed from the pavement will be referred to as reclaimed material. The reclaimed material shall pass the 2 inch sieve size.

**Design Guidelines:**

The recycled mixture consists of reclaimed material, additional aggregate, liquid bituminous material, additives and water.

The minimum design liquid bituminous material content is 3% for asphalt emulsions, and 2% for performance-graded binders. The liquid bituminous material is calculated as a percentage of the dry mass of millings:

$$[\text{mass of liquid bituminous material} / \text{mass of millings}] \times 100 = \% \text{ liquid bituminous material}$$

Recycled mixtures may be designed with or without additional aggregate, depending on the existing pavement's gradation. When additional aggregate is used, the minimum content is 5.0% and the maximum content is 20.0%, regardless of the recycled mixture's design gradation. The percentage of additional aggregate is calculated as a percentage of the dry mass of millings:

$$[\text{mass of additional aggregate} / \text{mass of millings}] \times 100 = \% \text{ additional aggregate}$$

(continued)

DETAILED SPECIFICATIONS

MATERIAL REQUIREMENTS: (Cont'd)

Design Guidelines:

Design the recycled mixture to conform to the following gradation:

Sieve	Percent Passing	
	Minimum	Maximum
1½	100	-
1	95	100
½	70	85
¼	48	68
⅛	32	54
20	15	30
40	8	22
80	4	14
200	2	8

For NYSDOT projects, the Department shall supply the core results to the Contractor for the determination by the Contractor of the amount and type of bituminous material to properly recycle the pavement.

EQUIPMENT:

Use equipment capable of:

- milling the existing pavement to the appropriate depth
- processing the reclaimed material to pass a 2 inch sieve
- mixing the reclaimed material with bituminous material
- Paving the reclaimed material to the correct grade

Calibration:

Calibrate the mixing equipment prior to the start of work, in accordance with established calibration procedures as detailed in the Procedural Directives of the Director, Materials Bureau. Submit the calibration results for approval to the Director, Materials Bureau at least 7 days prior to the start of work. The first calibration of each calendar year must be witnessed by Department personnel. Submit subsequent calibrations with written certification that proper procedures were followed and that all measurements and calculations are accurate. If the results submitted in subsequent calibrations are more than 5.0% different from the first calibration of the season, the equipment must be calibrated in the presence of Department personnel. Calibration approval is valid for 90 days from the date of calibration. Provide a copy of the calibration approval letter to the Engineer or agency authorized representative before the start of work. No cold recycling will be allowed under this contract until the calibration has been completed and approved. No payment will be made for material recycled by equipment without a valid calibration.

CONSTRUCTION:

Weather Limitations:

This work will not be permitted when the existing pavement contains frost, or when the air or surface temperature is below 45 °F or expected to drop below 45 °F within 24 hours. No material shall be placed from the last Saturday in September to May 1.

Testing:

Prior to starting recycling operations, test two aggregate samples to verify the gradation. Supply the test results to the Engineer or agency authorized representative before the start of work.

Once continuous production has been achieved, test four samples of the recycled mixture for gradation and total asphalt content. Submit the test results to the Engineer and Regional Materials Engineer or agency authorized representative before the end of the next workday. For each subsequent day of production, take a minimum of one sample of the recycled mixture from each ½ mile, or fraction thereof, of pavement recycled. Test each sample for gradation and total asphalt content. Submit the test results from the mix samples taken from each ½ mile of pavement within two workdays. Make adjustments to the mix proportions or additional aggregate gradation based on the test results to comply with the approved mix design and construct a stable pavement layer.

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DETAILED SPECIFICATIONS

CONSTRUCTION: (Cont'd)

Testing: (Cont'd)

Should it be necessary to bring a second recycling train to the project, four samples should again be taken and tested following the frequencies detailed above.

Spreading:

The mixture shall be deposited in a windrow or directly into an approved bituminous paver equipped with a 30 foot moving reference and mechanically spread in a uniform layer so as to produce the specified thickness and surface tolerance after compaction. Excessive amounts of non-coated reclaimed material which spill onto the milled surface shall be removed, as ordered by the Engineer or agency authorized representative, prior to placing the mixture.

Compaction:

After the bituminous mixture has been spread, struck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking or shoving. All courses shall be initially rolled with the roller traveling parallel to the centerline of the pavement beginning at each edge and working toward the center. Banked curves shall be rolled starting at the low side edge and working toward the super-elevated edge. The roller drive roll or wheel shall be nearest the paver.

A pneumatic tire roller with a minimum ground contact pressure (GCP) of 80 psi will be supplied by the Contractor for compacting the cold recycled mix. The Contractor may choose to use vibratory compaction equipment for initial or intermediate rolling. The vibratory roller shall appear on the Department's current Materials and Equipment Approved List.

Initial and intermediate rollers shall operate at a uniform speed not to exceed 2.5 miles per hour (220 feet per minute). All turning of the compaction equipment shall be completed on material which has had a minimum of one roller pass. The Contractor will note that if vibratory compaction equipment is used, they assume full responsibility for the cost of repairing all damages which may occur to highway components and adjacent property.

The pavement course shall be finish rolled with a steel wheel tandem roller having a minimum weight of 8 tons. This finish roller shall add a minimum of two passes. Dual vibrating drum rollers meeting the requirements of a tandem roller and operating in the static mode may be used for the finish roller. This vibratory roller may be used as the initial or intermediate roller and the finish roller.

On the first day of production, establish a roller pattern consistent with §402-3.07 C. 70 Series Compaction Method. Proposed changes to the roller pattern shall be approved by the Engineer or agency authorized representative. Material that cannot be properly and adequately compacted to a stable condition shall be removed and replaced, as ordered by the Engineer or agency authorized representative, at the Contractor's expense.

Along forms, curbs, headers, walls and other areas not accessible to the rollers, the mixture shall be thoroughly compacted with mechanical tampers as directed by the Engineer or agency authorized representative. On depressed areas, a trench roller or a small vibratory roller approved by the Engineer or agency authorized representative may be used.

Any displacement occurring as a result of reversing the direction of the roller, or from other causes shall be corrected at once by the use of rakes and addition of fresh mixture as required. Care shall be exercised in rolling not to displace the line and grade of the edges of the bituminous mixture. To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water mixed with small quantities of detergent or other approved material, but in no case shall a solvent having an adverse affect upon the bituminous pavement be used.

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DETAILED SPECIFICATIONS

**CONSTRUCTION: (Cont'd)**

**Longitudinal Joints:**

A longitudinal joint shall be located at the centerline. All other longitudinal joints should coincide with pavement lane lines whenever possible. If the Contractor proposes longitudinal joint locations that do not coincide with pavement lane lines, the following procedure shall be used:

- Pave recycled mat.
- Compact using established roller pattern.
- Upon next milling pass, reclaim a minimum of 6 inches of the adjoining, compacted recycled mat.

Paving operations shall match multiple lanes at the completion of the work day to minimize the exposure of longitudinal joints to traffic overnight. If any length of longitudinal joint is exposed at the end of the working day, construct the joint using a pneumatic tire roller to form the joint into a wedge shape and provide a smooth transition for traffic. Construct the wedge of recycled material at a slope of 1 on 8 or flatter to meet the existing pavement elevation. Do not overlap recycled material onto the existing pavement.

**Brooming:**

The pavement and shoulders shall be broomed by the Contractor, as ordered by the Engineer or agency authorized representative, to remove loose stone or reclaimed material resulting from the recycling process.

**Tolerance:**

The recycled surface shall be constructed to a 3/8 inch tolerance. The elevation difference at the longitudinal joint shall be constructed to a 3/16 inch tolerance. If, in the opinion of the Engineer or agency authorized representative, the pavement has not been constructed to these tolerances based upon visual observation or upon riding quality he/she may test the surface with a 15 foot straight edge or string line placed parallel to the center line of the pavement. He/she may also test with a 10 foot straight edge or string line placed transversely to the center line of the pavement on any portion of the pavement. Variations exceeding 3/8 inch shall be satisfactorily corrected or the pavement re-laid at no additional cost to the Department or other agency as ordered by the Engineer or agency authorized representative.

**Existing Pavement Cross Slopes:**

If the existing pavement's cross slopes meet appropriate standards, then the cross slopes of the finished cold recycling shall match the existing. If the existing pavement's cross slopes are not in accordance with the appropriate standards, then the Contractor shall present a plan to the Engineer or agency authorized representative that attempts to bring the cross slopes of the finished cold recycling into conformance with the appropriate standards. The Contractor will not be responsible for corrections to the cross slopes where sufficient material does not exist in the pavement to make such corrections.

**Curing:**

Allow the recycled material to cure for a minimum of 10 days before placing the next paving course. The provisions of the paragraphs above, Brooming and Tolerance, apply from the time of recycling until the recycled material is overlaid, not to exceed 30 days.

**Fog Seal:**

If the Contractor determines that the recycled pavement surface requires a fog seal to correct an overly dry surface or to reduce the quantity of dry stone or reclaimed material pulled out by traffic and the Engineer or agency authorized representative agrees with that determination, fog seal may be applied. Fog seal is paid for only when the originally estimated amount for liquid bituminous material has not been totally utilized. The amount of bituminous material that may be paid for fog seal and for the recycling is limited to an amount equal to 110% of the originally estimated amount of liquid bituminous material.

The liquid bituminous material and rate of application for the fog seal shall be chosen by the Contractor. The Contractor shall be responsible for work zone traffic control for the fog seal operation. A work zone traffic control plan for the fog seal operation shall be developed by the Contractor and submitted to the Engineer or agency authorized representative for approval. No extra payment shall be made for the fog seal application or the work zone traffic control.

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DETAILED SPECIFICATIONS

CONSTRUCTION: (Cont'd)

Damaged or Deficient Areas:

Any mixture that ravels, becomes loose or broken, mixed with dirt, or is in anyway defective shall be reworked or removed and replaced with fresh recycled mix or fresh hot mixture and shall be compacted to conform with the surrounding area.

Any area showing an excess or deficiency of bituminous material shall be corrected to the satisfaction of the Engineer or agency authorized representative.

Ruts 3/8 inch or greater in depth which occur in the recycled mixture which cannot be corrected by rolling shall be corrected by a method approved by the Engineer or agency authorized representative.

All repairs or remedial actions necessary to correct damaged or deficient areas of recycled pavement shall be carried out at the Contractor's expense. The Contractor shall not be responsible for damage to the recycled mix as a result of other work performed on the pavement or shoulders.

Repairs:

Immediately after becoming aware of damage or deficiencies in the recycled mix the Engineer or agency authorized representative will notify the Contractor or the Contractor's designated representative. The Contractor shall make arrangements to repair the damaged or deficient areas to the satisfaction of the Engineer or agency authorized representative.

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**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 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
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