

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 31507 - LIQUID BITUMINOUS MATERIALS (Cold Recycling – 1st Letting) (2011 DOT Specific Projects) (State & Federal Funds) Classification Code: 30
Award Number	:	22357-RS
Contract Period	:	July 12, 2011 through December 31, 2012
Bid Opening Date	:	May 11, 2011
Date of Issue	:	July 12, 2011
Specification Reference	:	As Incorporated In The Invitation for Bids, SPEC-919 dated September 27, 2010 and Purchasing Memorandum dated May 3, 2011
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	
Name	: José DeAndres
Title	: Purchasing Officer I
Phone	: 518-473-8572
Fax	: 518-474-8676
E-mail	: jose.deandres@ogs.ny.gov

**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.

PR # 22357

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FEIN</u>
PC65543	MIDLAND ASPHALT MATERIALS INC. 640 Young Street Tonawanda, NY 14150 <i>Open Mon-Fri 7:00 AM to 5:00 PM</i>	716/692-0730 Ext. 4418 Tim McNally Fax: 716/692-0613 E-mail: tmcnally@midlandasphalt.com Web Site: midlandasphalt.com	260038619
PC65561	SUIT-KOTE CORPORATION 1911 Lorings Crossing Rd Cortland, NY 13045 <i>Open Mon-Sat 7:00 AM to 5:00 PM</i>	800/622-5636 607/753-1100 Mike Murphy Fax: 607/758-9760 E-mail: mmurphy@suit-kote.com Web Site: www.suit-kote.com	161177189

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.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

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NOTE TO AUTHORIZED USERS:

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

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

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

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

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

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

a. Equal Employment Opportunity Requirements

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

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

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

DEBRIEFING:

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

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

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

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

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

CONTRACT PERIOD AND RENEWALS:

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

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

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.

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.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

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ESTIMATED QUANTITIES:

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

PRICE:

NET PRICING - Section 24-b of APPENDIX B, GENERAL SPECIFICATIONS, has been modified to include the following:

Price - Price for cold recycling is net per square yard completed with contractor's equipment totally by the contractor at the locations indicated herein. The price for cold recycling per square yard also includes mobilization to the project site, Work Zone Traffic Control, temporary pavement marking and rumble strips. The price per gallon for **either** the asphalt emulsion or PG 64-22 binder (liquid bituminous material) includes heating, hauling, and applying the liquid bituminous material at the project locations indicated herein. The price per ton for aggregate includes hauling and applying the necessary aggregate as per the mix design at the project locations indicated herein.

NYSDOT's Standard Specifications - Cold recycling shall be performed in accordance with NYSDOT's Standard Specifications and as per the attached material specification for cold recycling. 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 contractor.

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

ASPHALT PRICE ADJUSTMENTS:

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

The October 1, 2010 average is \$489.00 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. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month following the adjustment date.
- The unit prices of bituminous materials purchased from any award based on this specification will be subject to adjustment based on the following formula:

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

ASPHALT PRICE ADJUSTMENTS: (Cont'd)

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 October 1, 2010.

TOTAL % ASPHALT PLUS PETROLEUM:

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

Material Designation	Grade	Asphalt %	Petroleum Allowance %	Total % Asphalt Plus Petroleum Allowance
702-3201	MS-2	65	8.2	73.2
702-3301	HFMS-2	65	8.2	73.2
702-3401	HFMS-2h	65	2.7	67.7
702-3402	HFMS-2s	65	8.2	73.2
702-3501	SS-1	57	0.2	57.2
702-3601	SS-1h	57	0.2	57.2
702-4201	CMS-2	65	10.2	75.2
702-4301	CMS-2h	65	10.2	75.2
702-4401	CSS-1	57	0.2	57.2
702-4501	CSS-1h	57	0.2	57.2
	PG 64-22	100	0.2	100.2

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

EXAMPLE: Item 702-3301, HFMS-2 $\frac{\$499,000 - \$489,000}{235} \times 0.732 = \0.031 per gallon
 Base Avg. Price = \$489,000
 New Avg. Price = \$499,000
 Total % Asphalt Plus Petroleum Allowance = 73.2%

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

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

4. Work performed after the expiration of the contract, where no extension has been granted, resultant from purchase orders placed prior to expiration of the contract will receive the asphalt price adjustments applicable in effect during the last month of the contract.

Asphalt price adjustments for any contracts that are extended will be based on the new average for the month in which the work is done applying the same base established for that contract.

5. Asphalt price adjustments allowed by this contract shall be calculated and applied to the original prices. There will not be asphalt price adjustments unless the change amounts to more than \$0.01 per gallon from the original price. In these instances, prices will revert back to the original prices.
6. All asphalt price adjustments will be computed to three decimal places.
7. Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the State or in prices which are not truly reflective of market conditions or which are deemed by the Commissioner to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten days written notice mailed to the contractor to terminate any contract resulting from this bid opening.
8. All asphalt price adjustments shall be published by the State and issued to all contract holders whose responsibility will be to attach the appropriate State notification (based on when the work was performed) to the payment invoice submitted to agency.

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GROUP 31507 - LIQUID BITUMINOUS MATERIALS
(Cold Recycling – 1st Letting) (2011 DOT Specific Projects)
(State & Federal Funds)

<u>OGS</u> <u>Project</u> <u>Number</u>	<u>County/Location</u>	<u>Item No.</u>	<u>Estimated</u> <u>Quantity</u>	<u>Cold</u> <u>Recycling</u> <u>Type</u>	<u>Price</u> <u>per</u> <u>Unit</u>	<u>NYS</u> <u>DOT</u> <u>Plant</u> <u>Number</u>	<u>Contractor</u>
<u>1</u>							
1V1111A	Albany Co. Rte. 143 Rt. 32 to Alcove Road RM 143 1101/ 1084 to 1111 Town of Coeymans 2.7 miles	51405.0294 623.0x 702- xxxx	41,184 SY 1,792 Tons 64,247 Gal	In Place	\$1.43 \$16.78 \$2.14	L0403 I-50R L0403	Midland Asphalt Materials, Inc.
<u>2</u>							
1V1111C	Albany Co. Rte. 143 CR 103 to Nolan Road RM 143 1101/ 1129 to 1164 Town of Coeymans 3.5 miles	51405.0294 623.0x 702- xxxx	53,387 SY 2,322 Tons 83,283 Gal	In Place	\$1.43 \$16.78 \$2.14	L0403 I-50R L0403	Midland Asphalt Materials, Inc.
<u>3</u>							
1V1141	Rensselaer Co. Rte. 2 Cropseville to Grafton RM 2 1402/ 2054 to 2128 Town of Grafton 7.5 miles	51405.0294 623.0x 702- xxxx	133,540 SY 5,809 Tons 208,322 Gal	In Place	\$1.92 \$15.16 \$2.14	L0403 I-50R L0403	Midland Asphalt Materials, Inc.
<u>4</u>							
1V1151A	Saratoga Co. Rte. 147 Schenectady County Line to Galway RM 147 1502/ 1000 to 1050 Towns of Charlton & Galway 5.0 miles	51405.0294 623.0x 702- xxxx	82,133 SY 3,573 Tons 128,128 Gal	In Place	\$1.92 \$17.16 \$2.14	L0403 I-8R L0403	Midland Asphalt Materials, Inc.

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<u>OGS</u> <u>Project</u> <u>Number</u>	<u>County/Location</u>	<u>Item No.</u>	<u>Estimated</u> <u>Quantity</u>	<u>Cold</u> <u>Recycling</u> <u>Type</u>	<u>Price</u> <u>per</u> <u>Unit</u>	<u>NYS</u> <u>DOT</u> <u>Plant</u> <u>Number</u>	<u>Contractor</u>
<u>5</u>							
1V1151B	Saratoga Co. Rte. 147 Galway to Rt. 29 RM 147 1502/ 1068 to 1083 Towns of Charlton & Galway 1.5 miles	51405.0294 623.0x 702- xxxx	24,640 SY 1,072 Tons 38,438 Gal	In Place	\$1.92 \$17.16 \$2.14	L0403 I-8R L0403	Midland Asphalt Materials, Inc.
<u>6</u>							
6V1146	Steuben Co. Rte. 248 County line to Rexville RM 248 6402/ 1000 to 1060 Town of West Union 6.0 miles	51405.0294 623.0x 702- xxxx	98,100 SY 4,500 Tons 158,000 Gal	In Place	\$1.465 \$16.24 \$1.65	L0603 6-49FG L0603	Suit-Kote Corporation

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.

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

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

CONTRACT PAYMENTS:

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

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

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

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

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PSG's DISPUTE RESOLUTION POLICY:

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

NOTE TO CONTRACTOR:

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

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

CONTRACT BILLINGS AND PAYMENTS:

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

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

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

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

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DELIVERY:

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

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.

ASPHALT EMULSION REQUIREMENTS:

Asphalt emulsions for Cold Recycling shall be either Medium Setting (Items 702-3201, 702-3301, 702-3401, 702-3402, 702-4201, 702-4301) or Slow Setting (Items 702-3501, 702-3601, 702-4401, 702-4501).

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 primary source and subsequent suppliers. The department reserves the right to conduct sampling and testing to verify specification compliance.

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PREVAILING WAGE RATES - FEDERALLY FUNDED PUBLIC WORKS CONTRACTS:

Work being performed is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility.

Any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements or the Davis-Bacon Act but are more restrictive shall apply.

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:
<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

Enter the **PRC#2011003471**, the applicable Prevailing Wage Rate Schedule for this project, and press the "Enter" key or click on "Submit". Next, click on "Original Wage Schedule" beneath the header. This schedule may require several minutes to open.

For Prevailing Wage Updates, use the following DOL link:

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

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

The Federal Wage Rate Chart for **Albany, Rensselaer and Saratoga** Counties is located on the web at
<http://www.wdol.gov/wdol/scafiles/davisbacon/ny2.dvb>

The Federal Wage Rate Chart for **Steuben** County is located on the web at
<http://www.wdol.gov/wdol/scafiles/davisbacon/ny19.dvb>

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

WORKER NOTIFICATION – A9052; S6240

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

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

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

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

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

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CONTRACTOR INSURANCE:

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

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

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

(continued)

CONTRACTOR INSURANCE: (Cont'd)

All insurance coverage must meet the following additional requirements:

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

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

(continued)

PAYMENT:

Payment for Cold Recycling of Asphalt Concrete shall be made at the contract price for the actual number of completed square yards of cold recycling, the actual number of tons of aggregate, and the actual number of gallons of either asphalt emulsion (unmodified or modified) or PG 64-22 binder at 60 degrees F verified by the receiving agency used in the accepted portions of the work. The determination as to quantities involved in any contract shall be accepted as final and binding upon the contractor.

A delivery slip stating quantities of liquid bituminous material (unmodified or modified emulsion or PG 64-22 binder) shall accompany each shipment. An invoice listing the quantities of cold recycling shall be sent promptly by the contractor to the engineer. No additional payment shall be made if the contractor decides that it is necessary to apply a fog seal for the performance of the cold recycling during the cure period.

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 contractor during the ten day curing period and for an additional twenty days thereafter shall be done at the contractor's expense.

Payment for work zone traffic control, temporary pavement marking, and rumble strips shall be included in the payment for the number of square yards of completed cold recycling.

RESTORATION OF DISTURBED AREAS:

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

SUPERVISION:

The Department of Transportation shall provide supervision for the cold recycling operation. The resident engineer 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 contractor shall schedule a Pre-Recycling Conference with the affected resident engineer 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 contractor shall be present at this conference. At this conference the contractor shall present Certificates of Insurance evidencing compliance with the additional insurance requirements, their proposed recycling schedule, procedure and Work Zone Traffic Control Plan to the State for approval. Prior to the start of recycling, the contractor shall coordinate the details of the recycling with the resident engineer.

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.

POSSIBLE MIX DESIGN

Possible cold recycling mix designs for projects in this contract shall be supplied by the NYSDOT. The Department will core the pavement and prepare a possible mix design. This possible mix design is shown below and indicates the amount and type of added aggregate (at 20%) and the type and amount of asphalt emulsion (at 3%) and the amount of PG 64-22 binder at 2% to properly recycle the pavement. After award, the contractor may develop their own mix design using other permissible liquid bituminous materials and submit it to the agency's representative for approval. Core results and mix designs may be obtained from Hasib Khan, NYSDOT who can be reached at 518-457-1572.

(continued)

POSSIBLE MIX DESIGN: (Cont'd)

Quantities for NYSDOT provided possible mix designs:

<u>Project #</u>	<u>Item #</u>	<u>Quantity</u>
1V1111A	51405.0294 623.0x	41,184 SY 1,792 Tons
	702-xxxx OR PG 64-22	64,247 Gallons OR 42,831 Gallons
1V1111C	51405.0294 623.0x	53,387 SY 2,322 Tons
	702-xxxx OR PG 64-22	83,283 Gallons OR 55,522 Gallons
1V1141	51405.0294 623.0x	133,540 SY 5,809 Tons
	702-xxxx OR PG 64-22	208,322 Gallons OR 138,881 Gallons
1V1151A	51405.0294 623.0x	82,133 SY 3,573 Tons
	702-xxxx OR PG 64-22	128,128 Gallons OR 85,418 Gallons
1V1151B	51405.0294 623.0x	24,640 SY 1,072 Tons
	702-xxxx OR PG 64-22	38,438 Gallons OR 25,625 Gallons
6V1146	51405.0294 623.0x	98,100 SY 4,500 Tons
	702-xxxx OR PG 64-22	158,000 Gallons OR 105,333 Gallons

(continued)

WORK ZONE TRAFFIC CONTROL:

Work zone traffic control as prescribed by this specification shall be provided by the contractor and it shall be included in the price for the cold recycling.

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 contractor shall submit a Work Zone Traffic Control Plan for approval to the resident engineer at the Pre-Recycling Conference. Figures TAST-C5 and TAST-C6 may be used as a basis for development of a Work Zone Traffic Control Plan.

All necessary flaggers for Work Zone Traffic Control Plan shall be provided by the contractor. 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 contractor shall station flaggers such that communication is maintained between the flaggers. Hand signals, radios, or some other means of communication may be used subject to the approval of the resident engineer.

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

Sign	Minimum Size	Location
ROAD WORK NEXT ____ MILES	G20-1 36" x 18"	On main line at start of project in each direction
END ROAD WORK	G20-2 36" x 18"	On main line 500 feet after end of project in each direction
ROAD WORK 500 FT.	W20-1 36" x 36"	On main line 500 feet in advance of project in each direction and on major intersecting roads 300 to 500 feet in advance of project. Sign should be covered if it conflicts with temporary signing in the vicinity.
DO NOT PASS	R4-1C 24" x 30"	On main line spaced every 1000 feet along project in each direction (if centerline tracks are used instead of temporary pavement markings)
NO CENTER STRIPE	W8-12 36" x 36"	On main line 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 State, County, Town, Village, or City roads. The contractor may provide portable signs as shown in Figure 6F-2 of the MUTCD and meeting the requirements of Section 619 of the Standard Specifications for lane closures during work hours.

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

(continued)

WORK ZONE TRAFFIC CONTROL PLAN: (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 work day, whichever comes soonest except for areas that are open during the work shift with channelizing devices or flaggers. Temporary pavement markings shall meet the requirements of Section 619 of the Standard Specifications. As indicated in Section 619-3.06 C., two-lane, two way highways may be left unmarked for a maximum of 3 calendar days provided that NO CENTER STRIPE (W8-12) and DO NOT PASS (R4-1) signs are used in conjunction with centerline tracks installed on a 40 foot cycle to delineate the centerline location at no additional cost to the state.

All costs for work zone traffic control including flagging, temporary pavement marking, and construction signs are included in the price 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.

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

**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 Contract Award Notification:

Channelizing Device Spacing Reduction:

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

Where tapers are located less than 500 feet from the work site (1000 feet for high speeds) the 40 foot spacing shall be used in the taper as well.

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

In long lane or shoulder closures, at least two channelizing devices shall be placed transversely at maximum 800 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.

The attached drawing TAST-C5 provides additional detail on the Flagger Station Enhanced Setup.

Temporary Rumble Strips:

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

(continued)

WORK ZONE INTRUSION INITIATIVE: (Cont'd)

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 Contract Award Notification or as directed by the Engineer.

Materials:

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

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

Raised asphalt rumble strips shall be formed from asphalt concrete meeting the requirements of Type 5 Shim Course or Type 7 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.

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 \pm 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 contractor shall completely remove the rumble strips from the pavement. Rumble strips shall be removed upon completion of work and concurrently with the removal of other temporary traffic control signs and devices. Any pavement that is damaged in the process of removing the rumble strips shall be repaired by the contractor to the satisfaction of the Engineer at no additional expense to the Purchasing Agency.

Raised Removable Tape Rumble Strips:

The rumble strips shall be formed by applying one or more layers of removable 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 \pm 0.1 inch and is between 6 inches and 9 inches in width.

Any raised rumble strips that fail to adhere to the pavement, or become damaged or flattened such that, in the opinion of the Engineer, they are no longer performing their intended function, shall be replaced or repaired by the contractor to the satisfaction of the Engineer. Any associated damage to the pavement shall also be

(continued)

repaired by the contractor to the satisfaction of the Engineer. These replacements or repairs shall be made at no additional expense to the Purchasing Agency.

(continued)

WORK ZONE INTRUSION INITIATIVE: (Cont'd)

CONSTRUCTION DETAILS: (Cont'd)

Raised Removable Tape Rumble Strips: (Cont'd)

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

BASIS OF PAYMENT:

All costs for the installation, maintenance and removal of temporary rumble strips are included in the price per square yard of cold recycling.

SPECIAL NOTES:

FUNDING SOURCE

Project 6V1146 is funded with Federal funds. All other projects in this Contract Award Notification are State funded.

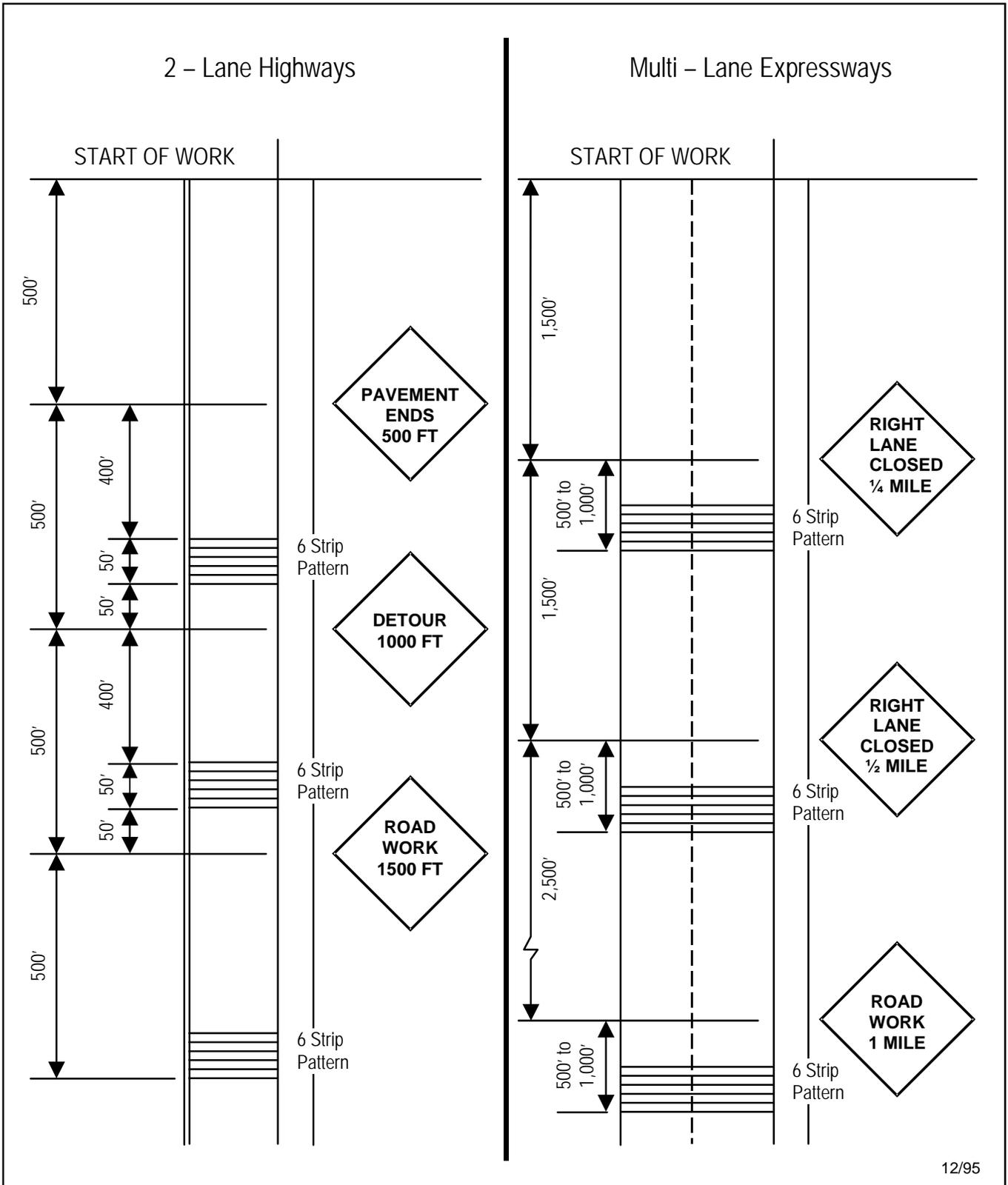
REGION 1 SPECIAL NOTES:

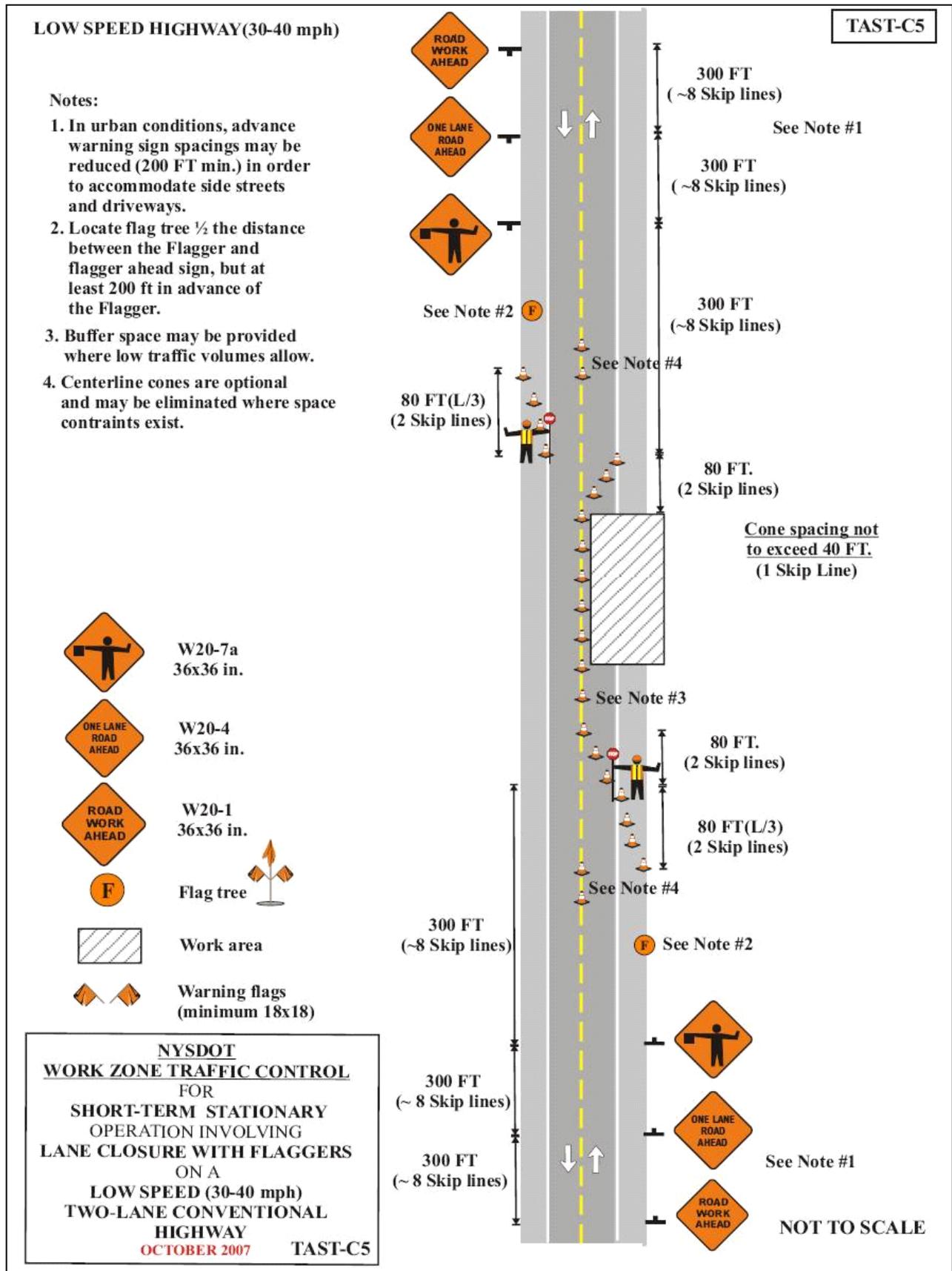
Projects 1V1111A, 1V1111C, 1V1141, 1V1151A, and 1V1151B

These projects involve HMA overlays after cold recycling through separate contractors. These projects shall require that the cold recycling contractor coordinates their work with paving contractor(s) to minimize disruption to the traveling public and the time traffic is running on a recycled surface.

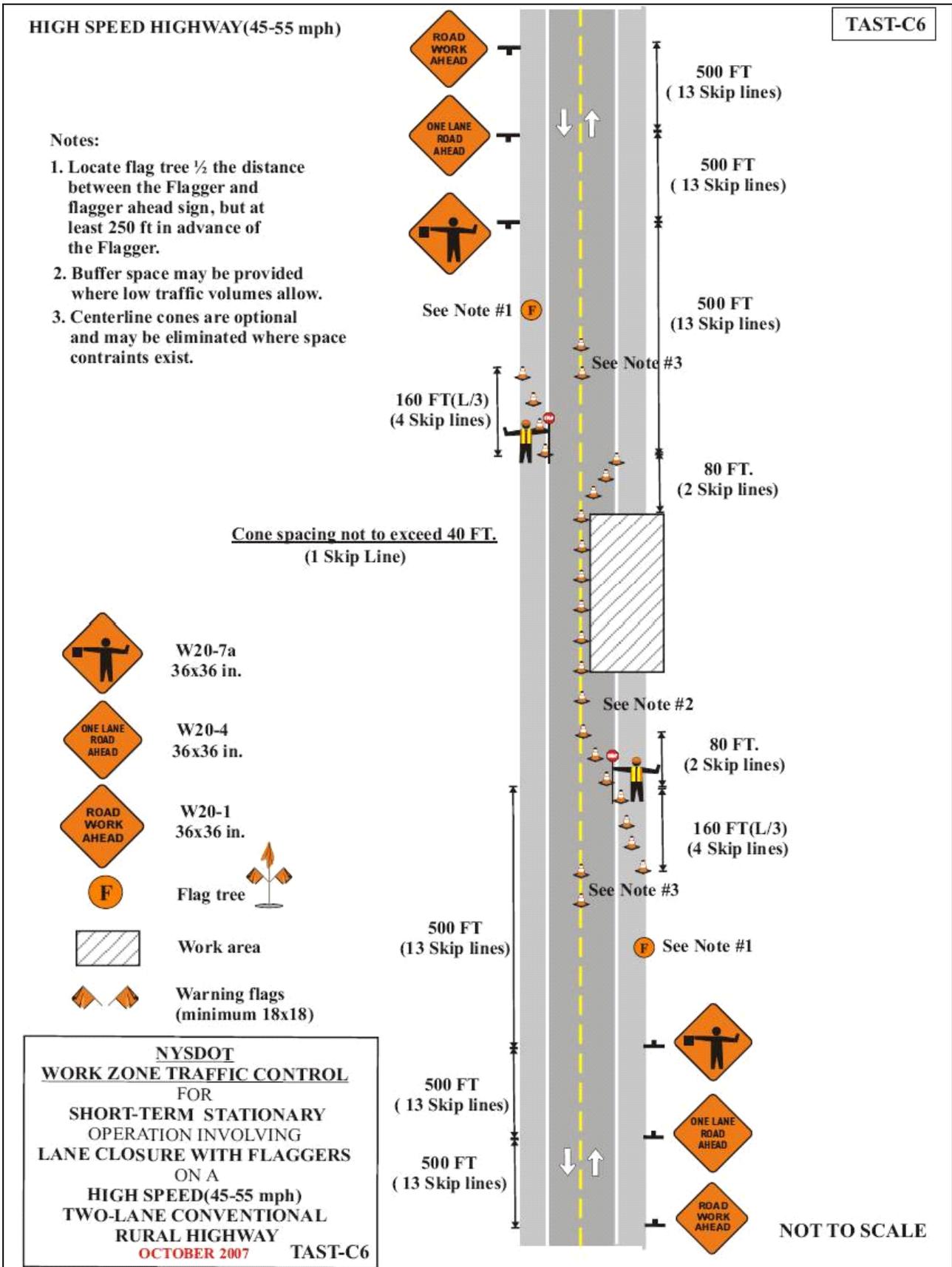
(continued)

Suggested Layout Details -- Temporary Rumble Strips





(continued)



(continued)

DETAILED SPECIFICATIONS

ITEM 51405.0294 COLD RECYCLING

DESCRIPTION:

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 sample 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.

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.

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 (Cont'd)

MATERIALS REQUIREMENTS: (Cont'd)

Design Guidelines: (Cont'd)

Design the recycled mixture to conform to the following gradation:

<u>Sieve</u>	<u>Percent Passing Minimum</u>	<u>Maximum</u>
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 NYSDOT calibration procedures. 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 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:

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.

If a second recycling train is brought to the project, four samples should again be taken and tested following the frequencies detailed above.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

CONSTRUCTION: (Cont'd)

Milling:

The milling depth called out in the contract documents will determine the depth of cut. The depth of cut will be measured at the centerline.

When recycling 4" the Contractor may adjust the depth at the edge of traffic lane to account for changes in road profile. The depth at the edge of the travel lane shall be no less than 3". All changes to milling depth will be approved by the Engineer

Recycling:

The Contractor shall follow the submitted mix design. The contractor shall be allowed to make changes to liquid added based on field conditions. The contractor shall request permission from the Engineer for any change to the liquid amount greater than 10% of the submitted design value. The contractor shall record and report the amount and location of all changes from design values.

Spreading:

The mixture shall be placed using a bituminous paver equipped with a profile 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 finished roller. This vibratory roller may be used as the initial or intermediate roller and the finish roller.

Establish rolling operations consistent with §402, 70 Series Compaction. 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.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

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.

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.

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.

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.

Curing Asphalt Emulsion:

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.

Curing Foamed Asphalt:

Allow the recycled material to cure for a minimum of 3 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.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

CONSTRUCTION: (Cont'd)

Fog Seal: (Cont'd)

The liquid bituminous material and rate of application for the fog seal shall be chosen by the Contractor. The rate of application shall not exceed 0.1 gallons/yard. 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.

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.

Variations in tolerance exceeding 3/8 inch shall be satisfactorily corrected at no additional cost to the Department. The repair method will be approved by the Engineer.

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.

RECYCLING DIMENSIONS:

Project Number	Resurfacing Depth (in)	Travel Lanes Width (ft) (total)	Lane Width (ft) (one lane)	Shoulder Width (ft) (one shldr)	Number Lanes
1V1111A	4	22	11	2	2
1V1111C	4	22	11	2	2
1V1141	4	24	12	4	2
1V1151A	4	22	11	3	2
1V1151B	4	22	11	3	2
6V1146	4	24	12	2	2

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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 2nd Tower - Empire State Plaza
 Albany, New York 12242
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