

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

<b>Title</b>	<b>:</b>	<b>Group 31508 – LIQUID BITUMINOUS MATERIALS (Surface Treatment – Conventional and Fiber Reinforced) (All State Agencies and Political Subdivisions) Classification Code(s): 30</b>
<b>Award Number</b>	<b>:</b>	<b><u>22194</u></b> (Replaces Award 21921)
<b>Contract Period</b>	<b>:</b>	<b>May 1, 2011 to April 30, 2013</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>March 1, 2011</b>
<b>Date of Issue</b>	<b>:</b>	<b>June 8, 2011</b>
<b>Specification Reference</b>	<b>:</b>	<b>SPEC-919 dated September 27, 2010 (Supersedes 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
<b>Name</b> : Marcos Ortiz, CPPB <b>Title</b> : Purchasing Officer I <b>Phone</b> : 518-474-1557 <b>Fax</b> : 518-474-8676 <b>E-mail</b> : marcos.ortiz@ogs.ny.gov	Procurement Services Group Customer Services <b>Phone</b> : 518-474-6717 <b>Fax</b> : 518-474-2437 <b>E-mail</b> : customer.services@ogs.ny.gov

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

### Description

Conventional Surface Treatment is a pavement preventive maintenance treatment which consists of single-sized stone embedded in a liquid bituminous material. The liquid bituminous material seals cracks in the existing pavement and the stone provides a high-friction wearing surface.

Fiber Reinforced Surface Treatment is a single course bituminous surface treatment consisting of asphalt emulsion, in-place chopped fibers and coarse aggregate applied to a paved surface.

PR # 22194

(continued)

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC65466	ALL STATES ASPHALT, INC. 325 Amherst Road Sunderland, MA 01375  <i>Open Mon-Fri 7:00 AM To 5:00PM</i>	800/343-9620 413/665-7021 Ext. 127 Alan L. Chicoine Fax: 413/665-9027 E-mail: asphalt@asmg.com Web Site: www.asmg.com	042216868
PC65467	GORMAN BROS., INC. 200 Church Street Albany, NY 12202  <i>Open Mon-Fri 7:00 AM To 3:30PM</i>	518/462-5401 Edward A. House Fax: 518/462-1296 E-mail: ehous@gormanroads.com Web Site: www.gormanroads.com	140704840
PC65468	MIDLAND ASPHALT MATERIALS INC. 640 Young Street Tonawanda, NY 14150  <i>Open Mon-Fri 7:00 AM To 5:00PM</i>	716/692-0730 Ext. 4418 Tim McNally Fax: 716/692-0613 E-mail: tmcnally@midlandasphalt.com Web Site: www.midlandasphalt.com	260038619
PC65469 SB	NEW YORK BITUMINOUS PRODUCTS CORP. 1297 Craigville Road PO Box 577 Chester, NY 10918  <i>Open Mon-Fri 8:00 AM To 5:00PM</i>	800/892-6047 845/782-7231 Daniel E. Patenaude Fax: 845/783-1787 E-mail: dpatenaude@nybit.com	061069341
PC65470 SB	NOEL J. BRUNELL & SON, INC. 4019 Route 22 Plattsburgh, NY 12901  <i>Open Mon-Fri 8:00 AM To 4:00PM</i>	518/561-1290 Robert N. Brunell Fax: 518/562-2859 E-mail: njb10000@aol.com	141456087
PC65471	PECKHAM MATERIALS CORP. 2 Union Street Ext. Athens, NY 12015  <i>Open Mon-Fri 8:00 AM To 4:30PM</i>	518/945-1120 Joseph Wildermuth Fax: 518/945-1298 E-mail: jwild@peckham.com	141470013
PC65472	SUIT-KOTE CORPORATION 1911 Lorings Crossing Rd. Cortland, NY 13045  <i>Open Mon-Sat 7:00 AM To 5:00PM</i>	800/622-5636 Ext. 332 607/753-1100 Ext. 332 Mike Murphy Fax: 607/758-9760 E-mail: mmurphy@suit-kote.com Web Site: www.suit-kote.com	161177189
PC65473	THOS. H. GANNON & SONS, INC. 75 Cedarhurst Avenue Medford, NY 11763  <i>Open Mon-Fri 6:30 AM To 3:30PM</i>	609/561-4161 Ext. 214 James MacLane Fax: 609/561-0920 E-mail: jmaclane@asphaltpavingsystems.com	112280296

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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.

**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

**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).

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**GROUP 31508 – LIQUID BITUMINOUS MATERIALS**  
**(Surface Treatment -Conventional & Fiber Reinforced)**  
**(All State Agencies & Political Subdivisions)**

**AWARD**

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LOCATION BY CONTRACTOR

<b>Contractor</b>	<b>Address</b>	<b>City, State, Zip</b>	<b>County</b>	<b>Plant</b>
All States Asphalt	325 Amherst Road	Sunderland, MA 01375	Franklin	L0108
Gorman Bros.	200 Church Street	Albany, NY 12202	Albany	L0103
Gorman Bros.	446 State Highway 161	Amsterdam, NY 12010	Montgomery	L0203
Gorman Bros.	20 Robinson Road	Clinton, NY 13323	Oneida	L0201
Midland Asphalt	4478 Lower Birch Run Road	Allegany, NY 14706	Cattaraugus	L0505
Midland Asphalt	200 Cole Road	Lyons, NY 14489	Wayne	L0403
Midland Asphalt	640 Young St.	Tonawanda, NY 14150	Erie	L0502
New York Bituminous	1297 Craigville Rd	Chester, NY 10918	Orange	L0803
Noel J. Brunell & Son	4019 RT 22	Plattsburgh, NY 12901	Clinton	L0702
Peckham Materials	2 Union St. Ext.	Athens, NY 12015	Greene	L0105
Suit-Kote	NYS Rt. 19	Belmont, NY 14813	Allegany	L0602
Suit-Kote	505 Como Park Blvd.	Buffalo, NY 14227	Erie	L0503
Suit-Kote	NYS Rt. 52	Cochecton, NY 12726	Sullivan	L0907
Suit-Kote	1911 Lorings Crossing Rd	Cortland, NY 13045	Cortland	L0301
Suit-Kote	57 Lister Street	Jamestown, NY 14701	Chautauqua	L0501
Suit-Kote	41 Clinton Rd	New Hartford, NY 13413	Oneida	L0202
Suit-Kote	Country Club Road PO Box 131	W. Oneonta, NY 13861	Otsego	L0902
Suit-Kote	2 Rockwood Street	Rochester, NY 14610	Monroe	L0401
Suit-Kote	21811 Lane Rd	Watertown, NY 13601	Jefferson	L0703
Suit-Kote	20 Fairgrounds Lane	Watkins Glen, NY 14891	Schuyler	L0603
Thos. H. Gannon & Sons	75 Cedarhurst Avenue	Medford, NY 11763	Suffolk	L1102

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**GROUP 31508 – LIQUID BITUMINOUS MATERIALS**  
**(Surface Treatment -Conventional & Fiber Reinforced)**  
**(All State Agencies & Political Subdivisions)**

**AWARD**

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LOCATION BY CITY

<b>City, State, Zip</b>	<b>Contractor</b>	<b>Address</b>	<b>County</b>	<b>Plant</b>
Albany, NY 12202	Gorman Bros.	200 Church Street	Albany	L0103
Allegany, NY 14706	Midland Asphalt	4478 Lower Birch Run Road	Cattaraugus	L0505
Amsterdam, NY 12010	Gorman Bros.	446 State Highway 161	Montgomery	L0203
Athens, NY 12015	Peckham Materials	2 Union St. Ext.	Greene	L0105
Belmont, NY 14813	Suit-Kote	NYS Rt. 19	Allegany	L0602
Buffalo, NY 14227	Suit-Kote	505 Como Park Blvd.	Erie	L0503
Chester, NY 10918	New York Bituminous	1297 Craigville Rd	Orange	L0803
Clinton, NY 13323	Gorman Bros.	20 Robinson Road	Oneida	L0201
Cochecton, NY 12726	Suit-Kote	NYS Rt. 52	Sullivan	L0907
Cortland, NY 13045	Suit-Kote	1911 Lorings Crossing Rd	Cortland	L0301
Jamestown, NY 14701	Suit-Kote	57 Lister Street	Chautauqua	L0501
Lyons, NY 14489	Midland Asphalt	200 Cole Road	Wayne	L0403
Medford, NY 11763	Thos. H. Gannon & Sons	75 Cedarhurst Avenue	Suffolk	L1102
New Hartford, NY 13413	Suit-Kote	41 Clinton Rd	Oneida	L0202
Plattsburgh, NY 12901	Noel J. Brunell & Son	4019 RT 22	Clinton	L0702
Rochester, NY 14610	Suit-Kote	2 Rockwood Street	Monroe	L0401
Sunderland, MA 01375	All States Asphalt	325 Amherst Road	Franklin	L0108
Tonawanda, NY 14150	Midland Asphalt	640 Young St.	Erie	L0502
W. Oneonta, NY 13861	Suit-Kote	Country Club Road PO Box 131	Otsego	L0902
Watertown, NY 13601	Suit-Kote	21811 Lane Rd	Jefferson	L0703
Watkins Glen, NY 14891	Suit-Kote	20 Fairgrounds Lane	Schuyler	L0603

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**GROUP 31508 – LIQUID BITUMINOUS MATERIALS  
(Surface Treatment -Conventional & Fiber Reinforced)  
(All State Agencies & Political Subdivisions)**

**AWARD**

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LOCATION BY COUNTY

<b>County</b>	<b>Contractor</b>	<b>Address</b>	<b>City, State, Zip</b>	<b>Plant</b>
Albany	Gorman Bros.	200 Church Street	Albany, NY 12202	L0103
Allegany	Suit-Kote	NYS Rt. 19	Belmont, NY 14813	L0602
Cattaraugus	Midland Asphalt	4478 Lower Birch Run Road	Allegany, NY 14706	L0505
Chautauqua	Suit-Kote	57 Lister Street	Jamestown, NY 14701	L0501
Clinton	Noel J. Brunell & Son	4019 RT 22	Plattsburgh, NY 12901	L0702
Cortland	Suit-Kote	1911 Lorings Crossing Rd	Cortland, NY 13045	L0301
Erie	Suit-Kote	505 Como Park Blvd.	Buffalo, NY 14227	L0503
Erie	Midland Asphalt	640 Young St.	Tonawanda, NY 14150	L0502
Franklin	All States Asphalt	325 Amherst Road	Sunderland, MA 01375	L0108
Greene	Peckham Materials	2 Union St. Ext.	Athens, NY 12015	L0105
Jefferson	Suit-Kote Corporation	21811 Lane Rd	Watertown, NY 13601	L0703
Monroe	Suit-Kote Corporation	2 Rockwood Street	Rochester, NY 14610	L0401
Montgomery	Gorman Bros.	446 State Highway 161	Amsterdam, NY 12010	L0203
Oneida	Gorman Bros.	20 Robinson Road	Clinton, NY 13323	L0201
Oneida	Suit-Kote	41 Clinton Rd	New Hartford, NY 13413	L0202
Orange	New York Bituminous	1297 Craigville Rd	Chester, NY 10918	L0803
Otsego	Suit-Kote	Country Club Road PO Box 131	W. Oneonta, NY 13861	L0902
Schuyler	Suit-Kote	20 Fairgrounds Lane	Watkins Glen, NY 14891	L0603
Suffolk	Thos. H. Gannon & Sons	75 Cedarhurst Avenue	Medford, NY 11763	L1102
Sullivan	Suit-Kote	NYS Rt. 52	Cohecton, NY 12726	L0907
Wayne	Midland Asphalt	200 Cole Road	Lyons, NY 14489	L0403

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**ITEM 410.0101 SURFACE TREATMENT IN PLACE PER SQUARE YARD**

<b>Contractor</b>	<b>Facility</b>	<b>SQUARE YARDS</b>		
		<b>5,000- 12,000</b>	<b>12,001- 35,000</b>	<b>35,001+</b>
All States Asphalt	L0108	\$1.350	\$0.905	\$0.860
Gorman Bros. - Albany	L0103	\$1.340	\$0.895	\$0.840
Gorman Bros. - Amsterdam	L0203	\$1.280	\$0.890	\$0.820
Gorman Bros. - Clinton	L0201	\$1.280	\$0.790	\$0.770
Midland Asphalt - Allegany	L0505	\$1.245	\$0.825	\$0.760
Midland Asphalt - Lyons	L0403	\$1.245	\$0.825	\$0.760
Midland Asphalt - Tonawanda	L0502	\$1.245	\$0.825	\$0.760
New York Bituminous	L0803	\$1.297	\$0.878	\$0.809
Noel J. Brunell & Son	L0702	\$1.164	\$0.746	\$0.713
Peckham Materials	L0105	\$1.190	\$0.815	\$0.720
Suit-Kote - Belmont	L0602	\$1.210	\$0.800	\$0.735
Suit-Kote - Buffalo	L0503	\$1.210	\$0.800	\$0.735
Suit-Kote - Cochection	L0907	\$1.239	\$0.892	\$0.810
Suit-Kote - Cortland	L0301	\$1.063	\$0.708	\$0.653
Suit-Kote - Jamestown	L0501	\$1.210	\$0.800	\$0.735
Suit-Kote - New Hartford	L0202	\$1.102	\$0.756	\$0.692
Suit-Kote - W. Oneonta	L0902	\$1.063	\$0.708	\$0.653
Suit-Kote - Rochester	L0401	\$1.210	\$0.800	\$0.735
Suit-Kote - Watertown	L0703	\$1.256	\$0.846	\$0.765
Suit-Kote - Watkins Glen	L0603	\$1.210	\$0.800	\$0.735
Thos. H. Gannon & Sons	L1102	NB	NB	NB

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

(continued)

**ITEM 410.0201 SURFACE TREATMENT IN PLACE PER SQUARE YARD**

<b>Contractor</b>	<b>Facility</b>	<b>SQUARE YARDS</b>		
		<b>5,000- 12,000</b>	<b>12,001- 35,000</b>	<b>35,001+</b>
All States Asphalt	L0108	\$1.340	\$0.860	\$0.840
Gorman Bros. - Albany	L0103	\$1.320	\$0.855	\$0.800
Gorman Bros. - Amsterdam	L0203	\$1.240	\$0.850	\$0.760
Gorman Bros. - Clinton	L0201	\$1.240	\$0.800	\$0.730
Midland Asphalt - Allegany	L0505	\$1.280	\$0.855	\$0.790
Midland Asphalt - Lyons	L0403	\$1.280	\$0.855	\$0.790
Midland Asphalt - Tonawanda	L0502	\$1.280	\$0.855	\$0.790
New York Bituminous	L0803	\$1.307	\$0.887	\$0.819
Noel J. Brunell & Son	L0702	\$1.183	\$0.834	\$0.728
Peckham Materials	L0105	\$1.230	\$0.830	\$0.735
Suit-Kote - Belmont	L0602	\$1.240	\$0.830	\$0.765
Suit-Kote - Buffalo	L0503	\$1.240	\$0.830	\$0.765
Suit-Kote - Cochection	L0907	\$1.359	\$0.922	\$0.840
Suit-Kote - Cortland	L0301	\$1.093	\$0.738	\$0.683
Suit-Kote - Jamestown	L0501	\$1.240	\$0.830	\$0.765
Suit-Kote - New Hartford	L0202	\$1.133	\$0.787	\$0.723
Suit-Kote - W. Oneonta	L0902	\$1.093	\$0.738	\$0.683
Suit-Kote - Rochester	L0401	\$1.240	\$0.830	\$0.765
Suit-Kote - Watertown	L0703	\$1.286	\$0.876	\$0.794
Suit-Kote - Watkins Glen	L0603	\$1.240	\$0.830	\$0.765
Thos. H. Gannon & Sons	L1102	NB	NB	NB

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

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**ITEM 410.0301 SURFACE TREATMENT IN PLACE PER SQUARE YARD**

<b>Contractor</b>	<b>Facility</b>	<b>SQUARE YARDS</b>		
		<b>5,000- 12,000</b>	<b>12,001- 35,000</b>	<b>35,001+</b>
All States Asphalt	L0108	\$1.480	\$1.080	\$0.998
Gorman Bros. - Albany	L0103	\$1.270	\$0.950	\$0.810
Gorman Bros. - Amsterdam	L0203	\$1.220	\$0.920	\$0.800
Gorman Bros. - Clinton	L0201	\$1.220	\$0.920	\$0.800
Midland Asphalt - Allegany	L0505	\$1.260	\$0.970	\$0.825
Midland Asphalt - Lyons	L0403	\$1.260	\$0.970	\$0.825
Midland Asphalt - Tonawanda	L0502	\$1.260	\$0.970	\$0.825
New York Bituminous	L0803	\$1.414	\$1.004	\$0.936
Noel J. Brunell & Son	L0702	\$1.174	\$0.834	\$0.742
Peckham Materials	L0105	\$1.250	\$0.855	\$0.755
Suit-Kote - Belmont	L0602	\$1.288	\$0.911	\$0.855
Suit-Kote - Buffalo	L0503	\$1.288	\$0.911	\$0.855
Suit-Kote - Cochection	L0907	\$1.407	\$1.003	\$0.930
Suit-Kote - Cortland	L0301	\$1.141	\$0.819	\$0.773
Suit-Kote - Jamestown	L0501	\$1.288	\$0.911	\$0.855
Suit-Kote - New Hartford	L0202	\$1.181	\$0.868	\$0.813
Suit-Kote - W. Oneonta	L0902	\$1.141	\$0.819	\$0.773
Suit-Kote - Rochester	L0401	\$1.288	\$0.911	\$0.855
Suit-Kote - Watertown	L0703	\$1.334	\$0.957	\$0.884
Suit-Kote - Watkins Glen	L0603	\$1.288	\$0.911	\$0.855
Thos. H. Gannon & Sons	L1102	NB	NB	NB

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

(continued)

**ITEM 410.0401 SURFACE TREATMENT IN PLACE PER SQUARE YARD**

<b>Contractor</b>	<b>Facility</b>	<b>SQUARE YARDS</b>		
		<b>5,000- 12,000</b>	<b>12,001- 35,000</b>	<b>35,001+</b>
All States Asphalt	L0108	\$1.460	\$1.060	\$1.040
Gorman Bros. - Albany	L0103	\$1.300	\$0.950	\$0.930
Gorman Bros. - Amsterdam	L0203	\$1.250	\$0.920	\$0.870
Gorman Bros. - Clinton	L0201	\$1.250	\$0.920	\$0.870
Midland Asphalt - Allegany	L0505	\$1.290	\$0.970	\$0.900
Midland Asphalt - Lyons	L0403	\$1.290	\$0.970	\$0.900
Midland Asphalt - Tonawanda	L0502	\$1.290	\$0.970	\$0.900
New York Bituminous	L0803	\$1.424	\$1.014	\$0.946
Noel J. Brunell & Son	L0702	\$1.242	\$0.878	\$0.907
Peckham Materials	L0105	\$1.260	\$0.870	\$0.765
Suit-Kote - Belmont	L0602	\$1.294	\$0.917	\$0.861
Suit-Kote - Buffalo	L0503	\$1.294	\$0.917	\$0.861
Suit-Kote - Cochection	L0907	\$1.413	\$1.009	\$0.936
Suit-Kote - Cortland	L0301	\$1.147	\$0.825	\$0.779
Suit-Kote - Jamestown	L0501	\$1.294	\$0.917	\$0.861
Suit-Kote - New Hartford	L0202	\$1.187	\$0.874	\$0.819
Suit-Kote - W. Oneonta	L0902	\$1.147	\$0.825	\$0.779
Suit-Kote - Rochester	L0401	\$1.294	\$0.917	\$0.861
Suit-Kote - Watertown	L0703	\$1.340	\$0.963	\$0.890
Suit-Kote - Watkins Glen	L0603	\$1.294	\$0.917	\$0.861
Thos. H. Gannon & Sons	L1102	NB	NB	NB

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

(continued)

**ITEM 410.0501 FIBER REINFORCED SURFACE TREATMENT IN PLACE PER SQUARE YARD**

<b>Contractor</b>	<b>Facility</b>	<b>SQUARE YARDS</b>		
		<b>5,000-12,000</b>	<b>12,001-35,000</b>	<b>35,001+</b>
All States Asphalt	L0108	NB	NB	NB
Gorman Bros. - Albany	L0103	\$2.380	\$1.720	\$1.660
Gorman Bros. - Amsterdam	L0203	\$2.210	\$1.570	\$1.510
Gorman Bros. - Clinton	L0201	\$2.210	\$1.570	\$1.510
Midland Asphalt - Allegany	L0505	\$2.390	\$1.650	\$1.580
Midland Asphalt - Lyons	L0403	\$2.390	\$1.650	\$1.580
Midland Asphalt - Tonawanda	L0502	\$2.390	\$1.650	\$1.580
New York Bituminous	L0803	NB	NB	NB
Noel J. Brunell & Son	L0702	NB	NB	NB
Peckham Materials	L0105	NB	NB	NB
Suit-Kote - Belmont	L0602	NB	NB	NB
Suit-Kote - Buffalo	L0503	NB	NB	NB
Suit-Kote - Cochection	L0907	NB	NB	NB
Suit-Kote - Cortland	L0301	NB	NB	NB
Suit-Kote - Jamestown	L0501	NB	NB	NB
Suit-Kote - New Hartford	L0202	NB	NB	NB
Suit-Kote - W. Oneonta	L0902	NB	NB	NB
Suit-Kote - Rochester	L0401	NB	NB	NB
Suit-Kote - Watertown	L0703	NB	NB	NB
Suit-Kote - Watkins Glen	L0603	NB	NB	NB
Thos. H. Gannon & Sons	L1102	NB	NB	NB

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

(continued)

**ITEM 410.0601 FIBER REINFORCED SURFACE TREATMENT IN PLACE PER SQUARE YARD**

<b>Contractor</b>	<b>Facility</b>	<b>SQUARE YARDS</b>		
		<b>5,000- 12,000</b>	<b>12,001- 35,000</b>	<b>35,001+</b>
All States Asphalt	L0108	NB	NB	NB
Gorman Bros. - Albany	L0103	\$2.340	\$1.680	\$1.600
Gorman Bros. - Amsterdam	L0203	\$2.220	\$1.550	\$1.490
Gorman Bros. - Clinton	L0201	\$2.220	\$1.550	\$1.490
Midland Asphalt - Allegany	L0505	\$2.370	\$1.680	\$1.615
Midland Asphalt - Lyons	L0403	\$2.370	\$1.680	\$1.615
Midland Asphalt - Tonawanda	L0502	\$2.370	\$1.680	\$1.615
New York Bituminous	L0803	NB	NB	NB
Noel J. Brunell & Son	L0702	NB	NB	NB
Peckham Materials	L0105	NB	NB	NB
Suit-Kote - Belmont	L0602	NB	NB	NB
Suit-Kote - Buffalo	L0503	NB	NB	NB
Suit-Kote - Cochection	L0907	NB	NB	NB
Suit-Kote - Cortland	L0301	NB	NB	NB
Suit-Kote - Jamestown	L0501	NB	NB	NB
Suit-Kote - New Hartford	L0202	NB	NB	NB
Suit-Kote - W. Oneonta	L0902	NB	NB	NB
Suit-Kote - Rochester	L0401	NB	NB	NB
Suit-Kote - Watertown	L0703	NB	NB	NB
Suit-Kote - Watkins Glen	L0603	NB	NB	NB
Thos. H. Gannon & Sons	L1102	NB	NB	NB

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

(continued)

**ITEM 410.0701 FIBER REINFORCED SURFACE TREATMENT IN PLACE PER SQUARE YARD**

<b>Contractor</b>	<b>Facility</b>	<b>SQUARE YARDS</b>		
		<b>5,000- 12,000</b>	<b>12,001- 35,000</b>	<b>35,001+</b>
All States Asphalt	L0108	NB	NB	NB
Gorman Bros. - Albany	L0103	\$3.270	\$2.550	\$2.270
Gorman Bros. - Amsterdam	L0203	\$3.270	\$2.550	\$2.270
Gorman Bros. - Clinton	L0201	\$3.270	\$2.550	\$2.270
Midland Asphalt - Allegany	L0505	\$4.090	\$2.885	\$2.770
Midland Asphalt - Lyons	L0403	\$4.090	\$2.885	\$2.770
Midland Asphalt - Tonawanda	L0502	\$4.090	\$2.885	\$2.770
New York Bituminous	L0803	NB	NB	NB
Noel J. Brunell & Son	L0702	NB	NB	NB
Peckham Materials	L0105	NB	NB	NB
Suit-Kote - Belmont	L0602	NB	NB	NB
Suit-Kote - Buffalo	L0503	NB	NB	NB
Suit-Kote - Cochection	L0907	NB	NB	NB
Suit-Kote - Cortland	L0301	NB	NB	NB
Suit-Kote - Jamestown	L0501	NB	NB	NB
Suit-Kote - New Hartford	L0202	NB	NB	NB
Suit-Kote - W. Oneonta	L0902	NB	NB	NB
Suit-Kote - Rochester	L0401	NB	NB	NB
Suit-Kote - Watertown	L0703	NB	NB	NB
Suit-Kote - Watkins Glen	L0603	NB	NB	NB
Thos. H. Gannon & Sons	L1102	NB	NB	NB

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

(continued)

**ITEM 410.0801 FIBER REINFORCED SURFACE TREATMENT IN PLACE PER SQUARE YARD**

<b>Contractor</b>	<b>Facility</b>	<b>SQUARE YARDS</b>		
		<b>5,000-12,000</b>	<b>12,001-35,000</b>	<b>35,001+</b>
All States Asphalt	L0108	NB	NB	NB
Gorman Bros. - Albany	L0103	\$3.220	\$2.500	\$2.250
Gorman Bros. - Amsterdam	L0203	\$3.220	\$2.500	\$2.250
Gorman Bros. - Clinton	L0201	\$3.220	\$2.500	\$2.250
Midland Asphalt - Allegany	L0505	\$4.120	\$2.915	\$2.805
Midland Asphalt - Lyons	L0403	\$4.120	\$2.915	\$2.805
Midland Asphalt - Tonawanda	L0502	\$4.120	\$2.915	\$2.805
New York Bituminous	L0803	NB	NB	NB
Noel J. Brunell & Son	L0702	NB	NB	NB
Peckham Materials	L0105	NB	NB	NB
Suit-Kote - Belmont	L0602	NB	NB	NB
Suit-Kote - Buffalo	L0503	NB	NB	NB
Suit-Kote - Cochection	L0907	NB	NB	NB
Suit-Kote - Cortland	L0301	NB	NB	NB
Suit-Kote - Jamestown	L0501	NB	NB	NB
Suit-Kote - New Hartford	L0202	NB	NB	NB
Suit-Kote - W. Oneonta	L0902	NB	NB	NB
Suit-Kote - Rochester	L0401	NB	NB	NB
Suit-Kote - Watertown	L0703	NB	NB	NB
Suit-Kote - Watkins Glen	L0603	NB	NB	NB
Thos. H. Gannon & Sons	L1102	NB	NB	NB

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

(continued)

**GROUP 31508 – LIQUID BITUMINOUS MATERIALS**  
**(Surface Treatment -Conventional & Fiber Reinforced)**  
**(All State Agencies & Political Subdivisions)**

**AWARD**

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**MISCELLANEOUS ITEMS**

<b>Contractor</b>	<b>Facility</b>	<b>Cover Sand (In Place) /Sq. Yard</b>	<b>FOB Liq. Bit. Mat./Gallon</b>	<b>FOB Fog Seal /Gallon</b>
All States Asphalt	L0108	\$0.270	\$2.691	\$2.728
Gorman Bros. - Albany	L0103	\$0.240	\$2.640	\$2.280
Gorman Bros. - Amsterdam	L0203	\$0.240	\$2.640	\$2.280
Gorman Bros. - Clinton	L0201	\$0.240	\$2.640	\$2.280
Midland Asphalt - Allegany	L0505	\$0.260	\$3.050	\$2.490
Midland Asphalt - Lyons	L0403	\$0.260	\$3.050	\$2.490
Midland Asphalt - Tonawanda	L0502	\$0.260	\$3.050	\$2.490
New York Bituminous	L0803	\$0.273	\$2.633	\$2.340
Noel J. Brunell & Son	L0702	\$0.228	\$2.086	\$2.212
Peckham Materials	L0105	\$0.265	\$2.920	<b>AP</b>
Suit-Kote - Belmont	L0602	\$0.270	\$2.540	\$2.432
Suit-Kote - Buffalo	L0503	\$0.270	\$2.540	\$2.432
Suit-Kote - Cochection	L0907	\$0.289	\$2.650	\$2.550
Suit-Kote - Cortland	L0301	\$0.261	\$2.540	\$2.311
Suit-Kote - Jamestown	L0501	\$0.270	\$2.540	\$2.432
Suit-Kote - New Hartford	L0202	\$0.270	\$2.540	\$2.413
Suit-Kote - W. Oneonta	L0902	\$0.261	\$2.540	\$2.311
Suit-Kote - Rochester	L0401	\$0.270	\$2.540	\$2.432
Suit-Kote - Watertown	L0703	\$0.280	\$2.590	\$2.490
Suit-Kote - Watkins Glen	L0603	\$0.270	\$2.540	\$2.432
Thos. H. Gannon & Sons	L1102	\$0.250	\$2.460	\$2.260

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

(continued)

**PRICE ADDITIONAL PER DAY FOR ADDITIONAL FLAGGERS**  
**AND PRICE ADDITIONAL FOR PICKUP SWEEPER PER DAY PER SWEEPER w/OPERATOR**  
**AND PRICE ADDITIONAL FOR ABRADING EXISTING PAVEMENT MARKINGS**  
**w/WORK ZONE TRAFFIC CONTROL BY VENDOR**

<b>Contractor</b>	<b>Facility</b>	<b>Price Additional Flaggers (Per Flagger Per Day)</b>	<b>Price Additional Pickup Sweeper (Per Sweeper w/Operator Per Day</b>	<b>Price Additional for Abrading Existing Pavement Markings w/Work Zone Traffic Control/ Lin. Ft.</b>
All States Asphalt	L0108	\$655.000	\$1,600.000	\$0.750
Gorman Bros. - Albany	L0103	\$665.000	\$1,600.000	\$0.770
Gorman Bros. - Amsterdam	L0203	\$665.000	\$1,600.000	\$0.770
Gorman Bros. - Clinton	L0201	\$665.000	\$1,600.000	\$0.770
Midland Asphalt - Allegany	L0505	\$670.000	\$1,500.000	\$0.800
Midland Asphalt - Lyons	L0403	\$670.000	\$1,500.000	\$0.800
Midland Asphalt - Tonawanda	L0502	\$670.000	\$1,500.000	\$0.800
New York Bituminous	L0803	\$680.000	\$1,680.000	\$0.750
Noel J. Brunell & Son	L0702	\$627.840	\$1,512.000	\$0.672
Peckham Materials	L0105	\$635.000	\$1,400.000	<b>AP</b>
Suit-Kote - Belmont	L0602	\$675.000	\$1,550.000	\$0.700
Suit-Kote - Buffalo	L0503	\$675.000	\$1,550.000	\$0.700
Suit-Kote - Cochection	L0907	\$675.000	\$1,550.000	\$0.700
Suit-Kote - Cortland	L0301	\$675.000	\$1,550.000	\$0.700
Suit-Kote - Jamestown	L0501	\$675.000	\$1,550.000	\$0.700
Suit-Kote - New Hartford	L0202	\$675.000	\$1,550.000	\$0.700
Suit-Kote - W. Oneonta	L0902	\$675.000	\$1,550.000	\$0.700
Suit-Kote - Rochester	L0401	\$675.000	\$1,550.000	\$0.700
Suit-Kote - Watertown	L0703	\$675.000	\$1,550.000	\$0.700
Suit-Kote - Watkins Glen	L0603	\$675.000	\$1,550.000	\$0.700
Thos. H. Gannon & Sons	L1102	\$690.000	\$1,550.000	\$0.700

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

(continued)

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

<b>Contractor</b>	<b>Facility</b>	<b>MILES</b>			
		<b>0-30</b>	<b>31-60</b>	<b>61-90</b>	<b>91+</b>
All States Asphalt	L0108	\$0.250	\$0.290	\$0.310	\$0.330
Gorman Bros. - Albany	L0103	\$0.230	\$0.260	\$0.280	\$0.300
Gorman Bros. - Amsterdam	L0203	\$0.230	\$0.260	\$0.280	\$0.300
Gorman Bros. - Clinton	L0201	\$0.230	\$0.260	\$0.280	\$0.300
Midland Asphalt - Allegany	L0505	\$0.220	\$0.260	\$0.290	\$0.315
Midland Asphalt - Lyons	L0403	\$0.220	\$0.260	\$0.290	\$0.315
Midland Asphalt - Tonawanda	L0502	\$0.220	\$0.260	\$0.290	\$0.315
New York Bituminous	L0803	\$0.244	\$0.273	\$0.302	\$0.322
Noel J. Brunell & Son	L0702	\$0.209	\$0.238	\$0.262	\$0.291
Peckham Materials	L0105	\$0.240	\$0.260	\$0.290	\$0.290
Suit-Kote - Belmont	L0602	\$0.215	\$0.250	\$0.280	\$0.305
Suit-Kote - Buffalo	L0503	\$0.215	\$0.250	\$0.280	\$0.305
Suit-Kote - Cochection	L0907	\$0.227	\$0.266	\$0.296	\$0.319
Suit-Kote - Cortland	L0301	\$0.204	\$0.231	\$0.259	\$0.282
Suit-Kote - Jamestown	L0501	\$0.215	\$0.250	\$0.280	\$0.305
Suit-Kote - New Hartford	L0202	\$0.208	\$0.243	\$0.273	\$0.300
Suit-Kote - W. Oneonta	L0902	\$0.204	\$0.231	\$0.259	\$0.282
Suit-Kote - Rochester	L0401	\$0.215	\$0.250	\$0.280	\$0.305
Suit-Kote - Watertown	L0703	\$0.227	\$0.266	\$0.296	\$0.319
Suit-Kote - Watkins Glen	L0603	\$0.215	\$0.250	\$0.280	\$0.305
Thos. H. Gannon & Sons	L1102	\$0.220	\$0.220	\$0.220	\$0.220

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

(continued)

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

**5,000-12,000 SQUARE YARDS**

<b>Contractor</b>	<b>Facility</b>	<b>MILES</b>			
		<b>0-30</b>	<b>31-60</b>	<b>61-90</b>	<b>91+</b>
All States Asphalt	L0108	\$0.220	\$0.240	\$0.260	\$0.320
Gorman Bros. - Albany	L0103	\$0.200	\$0.220	\$0.250	\$0.280
Gorman Bros. - Amsterdam	L0203	\$0.200	\$0.220	\$0.250	\$0.280
Gorman Bros. - Clinton	L0201	\$0.200	\$0.220	\$0.250	\$0.280
Midland Asphalt - Allegany	L0505	\$0.215	\$0.265	\$0.300	\$0.340
Midland Asphalt - Lyons	L0403	\$0.215	\$0.265	\$0.300	\$0.340
Midland Asphalt - Tonawanda	L0502	\$0.215	\$0.265	\$0.300	\$0.340
New York Bituminous	L0803	\$0.234	\$0.263	\$0.293	\$0.332
Noel J. Brunell & Son	L0702	\$0.204	\$0.213	\$0.223	\$0.267
Peckham Materials	L0105	\$0.220	\$0.235	\$0.255	\$0.275
Suit-Kote - Belmont	L0602	\$0.210	\$0.255	\$0.290	\$0.330
Suit-Kote - Buffalo	L0503	\$0.210	\$0.255	\$0.290	\$0.330
Suit-Kote - Cochection	L0907	\$0.219	\$0.267	\$0.315	\$0.372
Suit-Kote - Cortland	L0301	\$0.191	\$0.236	\$0.271	\$0.311
Suit-Kote - Jamestown	L0501	\$0.210	\$0.255	\$0.290	\$0.330
Suit-Kote - New Hartford	L0202	\$0.210	\$0.255	\$0.290	\$0.330
Suit-Kote - W. Oneonta	L0902	\$0.191	\$0.236	\$0.271	\$0.311
Suit-Kote - Rochester	L0401	\$0.210	\$0.255	\$0.290	\$0.330
Suit-Kote - Watertown	L0703	\$0.210	\$0.255	\$0.298	\$0.347
Suit-Kote - Watkins Glen	L0603	\$0.210	\$0.255	\$0.290	\$0.330
Thos. H. Gannon & Sons	L1102	\$0.210	\$0.210	\$0.210	\$0.210

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

(continued)

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

**12,001-35,000 SQUARE YARDS**

<b>Contractor</b>	<b>Facility</b>	<b>MILES</b>			
		<b>0-30</b>	<b>31-60</b>	<b>61-90</b>	<b>91+</b>
All States Asphalt	L0108	\$0.130	\$0.150	\$0.170	\$0.230
Gorman Bros. - Albany	L0103	\$0.120	\$0.140	\$0.160	\$0.180
Gorman Bros. - Amsterdam	L0203	\$0.120	\$0.140	\$0.160	\$0.180
Gorman Bros. - Clinton	L0201	\$0.120	\$0.140	\$0.160	\$0.180
Midland Asphalt - Allegany	L0505	\$0.120	\$0.140	\$0.170	\$0.210
Midland Asphalt - Lyons	L0403	\$0.120	\$0.140	\$0.170	\$0.210
Midland Asphalt - Tonawanda	L0502	\$0.120	\$0.140	\$0.170	\$0.210
New York Bituminous	L0803	\$0.127	\$0.156	\$0.185	\$0.215
Noel J. Brunell & Son	L0702	\$0.107	\$0.124	\$0.131	\$0.184
Peckham Materials	L0105	\$0.110	\$0.130	\$0.145	\$0.180
Suit-Kote - Belmont	L0602	\$0.115	\$0.142	\$0.165	\$0.205
Suit-Kote - Buffalo	L0503	\$0.115	\$0.142	\$0.165	\$0.205
Suit-Kote - Cochection	L0907	\$0.115	\$0.142	\$0.165	\$0.213
Suit-Kote - Cortland	L0301	\$0.110	\$0.117	\$0.140	\$0.188
Suit-Kote - Jamestown	L0501	\$0.115	\$0.142	\$0.165	\$0.205
Suit-Kote - New Hartford	L0202	\$0.115	\$0.142	\$0.165	\$0.205
Suit-Kote - W. Oneonta	L0902	\$0.110	\$0.117	\$0.140	\$0.188
Suit-Kote - Rochester	L0401	\$0.115	\$0.142	\$0.165	\$0.205
Suit-Kote - Watertown	L0703	\$0.115	\$0.142	\$0.165	\$0.205
Suit-Kote - Watkins Glen	L0603	\$0.115	\$0.142	\$0.165	\$0.205
Thos. H. Gannon & Sons	L1102	\$0.120	\$0.120	\$0.120	\$0.120

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

(continued)

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

**35,001+ SQUARE YARDS**

<b>Contractor</b>	<b>Facility</b>	<b>MILES</b>			
		<b>0-30</b>	<b>31-60</b>	<b>61-90</b>	<b>91+</b>
All States Asphalt	L0108	\$0.100	\$0.120	\$0.140	\$0.158
Gorman Bros. - Albany	L0103	\$0.100	\$0.110	\$0.120	\$0.130
Gorman Bros. - Amsterdam	L0203	\$0.100	\$0.110	\$0.120	\$0.130
Gorman Bros. - Clinton	L0201	\$0.100	\$0.110	\$0.120	\$0.130
Midland Asphalt - Allegany	L0505	\$0.095	\$0.105	\$0.120	\$0.135
Midland Asphalt - Lyons	L0403	\$0.095	\$0.105	\$0.120	\$0.135
Midland Asphalt - Tonawanda	L0502	\$0.095	\$0.105	\$0.120	\$0.135
New York Bituminous	L0803	\$0.107	\$0.117	\$0.127	\$0.146
Noel J. Brunell & Son	L0702	\$0.082	\$0.092	\$0.102	\$0.131
Peckham Materials	L0105	\$0.085	\$0.090	\$0.110	\$0.125
Suit-Kote - Belmont	L0602	\$0.094	\$0.102	\$0.115	\$0.130
Suit-Kote - Buffalo	L0503	\$0.094	\$0.102	\$0.115	\$0.130
Suit-Kote - Cochection	L0907	\$0.098	\$0.106	\$0.124	\$0.138
Suit-Kote - Cortland	L0301	\$0.095	\$0.098	\$0.110	\$0.122
Suit-Kote - Jamestown	L0501	\$0.094	\$0.102	\$0.115	\$0.130
Suit-Kote - New Hartford	L0202	\$0.094	\$0.102	\$0.115	\$0.130
Suit-Kote - W. Oneonta	L0902	\$0.095	\$0.098	\$0.110	\$0.122
Suit-Kote - Rochester	L0401	\$0.094	\$0.102	\$0.115	\$0.130
Suit-Kote - Watertown	L0703	\$0.102	\$0.106	\$0.132	\$0.138
Suit-Kote - Watkins Glen	L0603	\$0.094	\$0.102	\$0.115	\$0.130
Thos. H. Gannon & Sons	L1102	\$0.100	\$0.100	\$0.100	\$0.100

**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.

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

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

**DEBRIEFING:**

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

**CONTRACT BILLINGS AND PAYMENTS:**

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

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

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

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

**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](http://www.ogs.ny.gov)).

(continued)

**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.

**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)

(continued)

**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.

**MINIMUM PROJECT SIZE:**

The minimum project size for surface treatment under this contract shall be 5,000 square yards. This is approximately 0.4 mile of two lane highway at 20 feet wide. A quantity/price change occurs at 12,000 square yards, which is approximately 1.0 mile of a 2-lane highway at 20 feet wide. A second quantity/price change occurs at 35,000 square yards, which is approximately 3.0 miles of a 2-lane highway at 20 feet wide.

**Note To Bidders -**

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

References are made herein to New York State Department of Transportation, Standard Specifications, Construction and Materials, dated May 1, 2008 and all current addenda. A copy may be obtained through the Department's publication unit. Call 518-457-2124 for information.

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.

**PRICE:**

**General** - Clause 24B of the General Specifications has been modified to include the following:

Price quoted shall be FOB the contractor's location per square yard for bituminous surface treatment (conventional and fiber reinforced). Price quoted for cover sand shall be in place at the project location for cover sand. COVER SAND AND FOG SEAL SHALL BE REQUIRED FOR NYSDOT PROJECTS AND OPTIONAL FOR PROJECTS DONE BY OTHER AGENCIES OR POLITICAL SUBDIVISIONS. Price quoted shall be FOB the contractor's location per gallon for the liquid bituminous material (used for surface treatment (conventional and fiber reinforced) and fog sealing). The price bid per square yard for the bituminous surface treatment (conventional and fiber reinforced) and for cover sand shall include the cost of work zone traffic control.

Price quoted for additional flaggers (if required) shall be net per day (to the nearest quarter day) for additional flaggers. Price quoted for optional pickup sweeper(s) (if required) shall be net per day (to the nearest quarter day) for optional pickup sweeper(s) with operator(s). Price quoted for abrading existing pavement markings with work zone traffic control by the vendor (if required) shall be net per linear foot at 4 inches wide of pavement markings to be abraded. This price shall include all costs for pavement marking abrading including all labor, materials, and equipment necessary to abrade the pavement markings and to properly control traffic.

The contractor is to furnish all necessary labor and equipment to complete the work under this contract including work zone traffic control. Permanent pavement striping will be the responsibility of the State or political subdivision upon completion of the surface treatment after the contractor has vacated the project site.

Surface treatment (conventional and fiber reinforced) shall be performed in accordance with NYSDOT's Standard Specifications and as per the enclosed specification for surface treatment (conventional and fiber reinforced). Cleaning and preparing the existing pavement will be the responsibility of the contractor. Erecting warning signs and directing traffic will be the responsibility of the contractor using the work zone traffic control section of this Invitation for Bids. The equipment supplied to place the surface treatment (conventional and fiber reinforced) shall meet the appropriate requirements of the Detailed Specifications included in this Invitation for Bids. Self propelled rotary power brooms, pickup sweepers, liquid bituminous material distributors, self propelled aggregate spreaders and pneumatic tire rollers shall meet the requirements of Section 410 of the New York State Department of Transportation Standard Specifications. All necessary operators shall be supplied along with the rotary broom, pickup sweepers, the liquid bituminous material distributor, the aggregate spreader, and the rollers. All personnel supplied for the surface treatment (conventional and fiber reinforced) shall be qualified and experienced in bituminous surface treatment (conventional and fiber reinforced) and fog sealing.

(continued)

PRICE: (Cont'd.)

**Price Quoted for Mobilization from Contractor's Location to Project Location and to Heat, Haul and Apply Bituminous Material with Contractor's Equipment -**

Price quoted for mobilization from contractor's location to project location shall be net per square yard of accepted surface treatment (conventional and fiber reinforced) in place performed at the locations indicated by the State's Resident Engineer or political subdivision's representative. Price quoted for heating, hauling and applying bituminous material from contractor's location to project location shall be net per gallon of bituminous material incorporated in the completed surface treatment (conventional and fiber reinforced) in place.

**Bond:** - Price shall include cost of bond (please see separate clause "BONDING REQUIREMENTS".)

**Insurance** - Price bid shall include the following insurance coverage costs. In particular, price shall include:

- Commercial General Liability Insurance with a limit of not less than \$5,000,000 each occurrence ;
- Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident;

Owners and Contractors Protective Insurance Coverage (OCP) 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 is not required to be bid and is 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.

**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:**

**General** -

1. 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.**

2. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the "Adjustment Date", during the contract period starting with April 20, 2011. 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, 2011) following the adjustment date.

(continued)

ASPHALT PRICE ADJUSTMENTS: (Cont'd)

**General** – (Cont'd)

3. The unit prices of bituminous materials purchased from any award based on this specification will be subject to adjustment based on the following formula:

Price Adjustment (per gallon)	=	$\frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average Terminal Price}}{235}$	X	Total Allowable Petroleum %
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**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 Allowable Petroleum** -

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

<u>Material Designation</u>	<u>Grade</u>	<u>Asphalt %</u>	<u>Petroleum Allowance %</u>	<u>Total Allowable Petroleum %</u>
702-0700	18-60	100	0.2	100.2%
702-3001	RS-1	55	1.7	56.7%
702-3002	RS-1h	55	1.7	56.7%
702-3101	RS-2	63	2.7	65.7%
702-3102	HFRS-2	63	2.7	65.7%
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%
702-3701	RS-2p	63	2.7	65.7%
702-3801	HFRS-2p	63	2.7	65.7%
702-4001	CRS-1	60	2.7	62.7%
702-4002	CRS-1h	60	2.7	62.7%
702-4101	CRS-2	65	2.7	67.7%
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%
702-4601	CQS-1h	62	0.2	62.2%
702-4701	CRS-1p	60	2.7	62.7%
702-4702	CRS-2p	65	2.7	67.7%
702-4801	CQS-1p	62	0.2	62.2%
702-90	Tack Coat	40	0.2	40.2%

Asphalt Price Adjustments will not be allowed for materials which do not have an asphalt cement base.

(continued)

ASPHALT PRICE ADJUSTMENTS: (Cont'd)

**Total Allowable Petroleum** (Cont'd)

EXAMPLE:

Item 702-3101	\$499.000 - \$489.000				
Base Avg. Price = \$489.000	235	x	0.657	=	+ \$0.028 per gallon
New Avg. Price = \$499.000					
Total Allowable Petroleum = 65.7%					

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

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

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 \$0.010 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.

**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.**

(continued)

**GROUP 31508 – LIQUID BITUMINOUS MATERIALS  
(Surface Treatment -Conventional & Fiber Reinforced)  
(All State Agencies & Political Subdivisions)**

**AWARD**

**PAGE 28**

**QUICK QUOTE/PRICE CALCULATION WORKSHEET  
LIQUID BITUMINOUS PRODUCTS – SURFACE TREATMENT (CONVENTIONAL AND FIBER REINFORCED)**

Agency \_\_\_\_\_ Date \_\_\_\_\_

Project Name \_\_\_\_\_ Number \_\_\_\_\_ Project Location \_\_\_\_\_

Average Annual Daily Traffic (AADT) \_\_\_\_\_ CONVENTIONAL  FIBER REINFORCED

Surface Treatment – Pavement \_\_\_\_\_ SY Item No. \_\_\_\_\_

Surface Treatment – Shoulders \_\_\_\_\_ SY Item No. \_\_\_\_\_

Estimated Total Quantity \_\_\_\_\_ SY OCP Insurance Required?  YES  NO

Fog Seal Required?  YES  NO Cover Sand Required?  YES  NO

Additional Flaggers Required?  YES  NO Number of Additional Flaggers Required \_\_\_\_\_

\*\*\*Pickup Sweeper(s) Required?  YES  NO Number of Pickup Sweeper(s) Required \_\_\_\_\_

Abrade Existing Pavement Markings  YES  NO Quantity \_\_\_\_\_ LF

Anticipated Project Initiation Date \_\_\_\_\_ WORKSHEET MUST BE RETURNED BY \_\_\_\_\_

Agency Signature \_\_\_\_\_ Agency Name \_\_\_\_\_

\*NOTE: Agency representative must complete top of form. Vendor completes bottom of form.  
Agency is only required to consider those contractors whose distance from their plant location to the project location is a practical distance to assure the proper quality and production controls of the Bituminous Materials.

Vendor Name \_\_\_\_\_ Telephone \_\_\_\_\_ PC Number \_\_\_\_\_

Plant Location \_\_\_\_\_ Plant Number \_\_\_\_\_ Estimated Haul Distance \_\_\_\_\_ PRC Number \_\_\_\_\_

Estimated Number of Days \_\_\_\_\_ or Hours \_\_\_\_\_ to Complete Project

\*\*Liquid Bituminous Material Type \_\_\_\_\_ Polymer Modified?  YES  NO

Surface Treatment in Place - Pavement	\$ _____ / SY	X	_____ (#)SY	=	\$ _____
Surface Treatment in Place - Shoulders	\$ _____ / SY	X	_____ (#)SY	=	\$ _____
**Liquid Bituminous Material	<u>0.40</u> Gal/SY	X	\$ _____ /Gal.	X	_____ (#)SY = \$ _____
Heat/Haul/Apply	_____ Gal/SY	X	\$ _____ /Gal.	X	_____ (#)SY = \$ _____
Mobilization from Contractor's Location to Project Location	\$ _____ / SY	X	_____ (#)SY.	=	\$ _____
Liquid Bit. Material (Fog Seal)	<u>0.10</u> Gal/SY	X	\$ _____ /Gal.	X	_____ (#)SY = \$ _____
Cover Sand in Place	\$ _____ / SY	X	_____ (#)SY	=	\$ _____
Price Additional for Additional Flagger(s) Per Day Per Flagger	_____ Flagger(s)	X	\$ _____ /Day	X	_____ (#) Days = \$ _____
Price for Optional Pickup Sweepers	_____ Sweepers	X	\$ _____ /Day	X	_____ (#) Days = \$ _____
Price for Abrading Existing Pavement Markings			\$ _____ /LF	X	_____ (#)LF = \$ _____
OCP Insurance (if required)	\$1,000,000/occurrence; \$2,000,000 in the aggregate				= \$ _____

**TOTAL PROJECT COST** \$ \_\_\_\_\_

Can vendor supply materials and meet schedule?  YES  NO

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

Agency Comments\* \_\_\_\_\_

\* This form must be sent to the contractors within the proximity of the project.  
\* Explain under "Agency Comments" any rejection of lowest price.  
\*\* From Mix Design **Mix design will be Provided by the Vendor.**  
\*\*\* Pickup Sweepers are required when two way AADT exceeds 2,000  
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.

(continued)

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:

- PRICE PER SQUARE YARD FOR MOBILIZATION FROM CONTRACTOR'S LOCATION TO PROJECT LOCATION
- PRICE PER GALLON TO HAUL, HEAT AND APPLY THE LIQUID BITUMINOUS MATERIALS FROM THE CONTRACTOR'S STORAGE FACILITY TO THE PROJECT
- PRICE PER LINEAR FOOT FOR ABRADING EXISTING PAVEMENT MARKINGS - OPTIONAL WORK ZONE TRAFFIC CONTROL PROVIDED BY VENDOR
- PRICE FOR ADDITIONAL FLAGGERS
- PRICE FOR PICKUP SWEEPER W/OPERATOR

**All pricing recommended for award based on the above criteria will be subject to comparison to previous years pricing and current market trends.**

**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 insured thereunder. Such written proof shall be in the form and substance acceptable to The New York State Office of General Services (“OGS”). Acceptance and/or approval by The New York State Office of General Services (“OGS”) of the written proof of insurance does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract to obtain the required coverage.

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

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

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.

(continued)

CONTRACTOR INSURANCE: (Cont'd)

- 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.

**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.

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

(continued)

**PAYMENT:**

Payment for surface treatment (conventional and fiber reinforced) in place shall be made at the contract price per unit bid for the actual number of square yards of surface treatment (conventional and fiber reinforced) in place including work zone traffic control, the actual number of square yards of cover sand in place (if used) at the project location including work zone traffic control, the actual number of gallons of asphalt emulsion for the surface treatment (conventional and fiber reinforced) and the fog seal (if used) at 60° F verified by the State or receiving political subdivision and used in the accepted portion of the work. 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 optional pickup sweepers (if required) will be made based on the number of days (computed to the nearest quarter day) that optional pickup sweepers are utilized as directed by the engineer or agency authorized individual. Payment for abrading existing pavement markings with work zone traffic control by the vendor (if required) will be made based on the number of linear feet at 4 inches wide of pavement markings actually abraded as directed by the engineer or agency authorized individual. 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 shall accompany each shipment. An invoice listing the quantities of surface treatment (conventional and fiber reinforced) and cover sand in place (if used) and liquid bituminous material used for the surface treatment (conventional and fiber reinforced) and the fog seal (if used) shall be sent promptly by the contractor to the State's resident engineer or to the political subdivision's representative placing the order. Measurement shall be based on the volume of the liquid bituminous material at a temperature of 60°F. The temperature/volume correction to obtain the correct volume at 60°F shall be 0.00025 per degree F for all asphalt emulsions.

**PAYMENT FOR MOBILIZATION FROM CONTRACTOR'S LOCATION TO PROJECT LOCATION AND TO HEAT, HAUL, AND APPLY BITUMINOUS MATERIAL WITH CONTRACTOR'S EQUIPMENT:**

Payment for mobilization from contractor's location to project location shall be made based on the actual number of accepted square yards of surface treatment (conventional and fiber reinforced) in place at the locations indicated by the State's Resident Engineer or political subdivision's representative at the contract price for mobilization from contractor's location to project location per square yard of surface treatment (conventional and fiber reinforced) for the appropriate distance and quantity range. Payment for heating, hauling and applying bituminous material from contractor's location to project location shall be made for the actual number of gallons of asphalt emulsion at 60° F at the appropriate price bid for the actual distance to the project verified by the State or receiving political subdivision and used in the accepted portion of the work.

**PRE-SURFACE TREATMENT CONFERENCE:**

The contractor shall schedule a Pre-Surface Treatment (conventional and fiber reinforced) Conference with the State or political subdivision at least two weeks prior to the start of work under this contract. Project Level supervisors for both the owner agency and the vendor will be present at this conference. At this conference the contractor shall present their proposed surface treatment (conventional and fiber reinforced) schedule, mix design, numbers and type of equipment, and surface treatment (conventional and fiber reinforced) procedure and Work Zone Traffic Control Plan to the State or political subdivision for approval. The mix design must clearly show the quantity in gallons per square yard of fog seal (if used), the quantity in pounds per square yard of cover sand (if used), the quantity in gallons and the type of liquid bituminous material per square yard, the quantity in pounds per square yard of aggregate, percent of polymer used to modify the asphalt emulsion, and the design curing time. All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project. Adjustments may be required during construction based on field conditions and with the approval of the State or political subdivision.

The contractor shall also furnish the State or political subdivision copies of the calibrations of the liquid bituminous material distributor and the aggregate spreader at this time. The contractor shall indicate the aggregate source. At least one week prior to the start of work under this contract, the contractor shall coordinate the details of the surface treatment (conventional and fiber reinforced) with the owner's representative.

(continued)

**SUPERVISION:**

The contractor is solely responsible for the control and application of materials and other related operations. The State or political subdivision shall designate a surface treatment (conventional and fiber reinforced) supervisor who will monitor the contractor's operations. The contractor shall inform the surface treatment (conventional and fiber reinforced) supervisor of substantial deviations from these specifications. All orders pertaining to work zone traffic control from the surface treatment (conventional and fiber reinforced) supervisor to the contractor shall be binding on the contractor. 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.

**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).

**CONSTRUCTION DETAILS:**

The construction details shall comply with the requirements specified in the enclosed DETAILED SPECIFICATION. The contractor shall inform the Surface treatment (conventional and fiber reinforced) Supervisor of significant deviations from the specifications.

**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.

**DAMAGED OR DEFICIENT AREAS:**

Prior to acceptance and payment for the surface treatment (conventional and fiber reinforced) by the State or political subdivision, any surface treatment (conventional and fiber reinforced) that ravel, delaminates, fails to properly cure, or is in any way defective shall be redone to the satisfaction of the State's or political subdivision's representative at the contractor's expense. After acceptance, the terms and conditions of the section of this Invitation for Bids entitled BONDING REQUIREMENTS, Section A, Item.1, Maintenance Material Bond shall control when the contractor shall repair all defective surface treatment (conventional and fiber reinforced).

**DAMAGE CLAIMS:**

Sub-Section 107-09, Damage, of the Standard Specifications shall apply to this contract except as modified herein. The contractor's responsibility for damage includes, but is not limited to, all claims of damages to vehicles and/or injuries to bicyclists or pedestrians traveling on the highway right of way of roads surface treated (conventional and fiber reinforced) under this contract caused by loose stone and/or excess bituminous material until final acceptance by the State or political subdivision. Final acceptance of the surface treatment (conventional and fiber reinforced) project shall not occur until 72 hours after the completion of the surface treatment (conventional and fiber reinforced) project. The contractor shall supply the owner's representative with a name and address where damage and/or injury claims should be sent.

**SELECTION OF SURFACE TREATMENT ITEMS**

Requirements for surface treatment on pavement (travel lanes) and shoulders differ as aggregate for use on pavements must meet certain friction requirements. When Average Annual Daily Traffic (AADT) is above 500 vehicles per day, emulsions for surface treatment of pavement (travel lanes) must contain polymers to enhance stone retention. Aggregates for surface treatment of shoulders are not required to meet friction requirements. Emulsions for surface treatment of shoulders do not require the addition of polymers.

When AADT is above 2000, surface treatment on pavement requires the use of 1ST aggregate and pick up sweepers.

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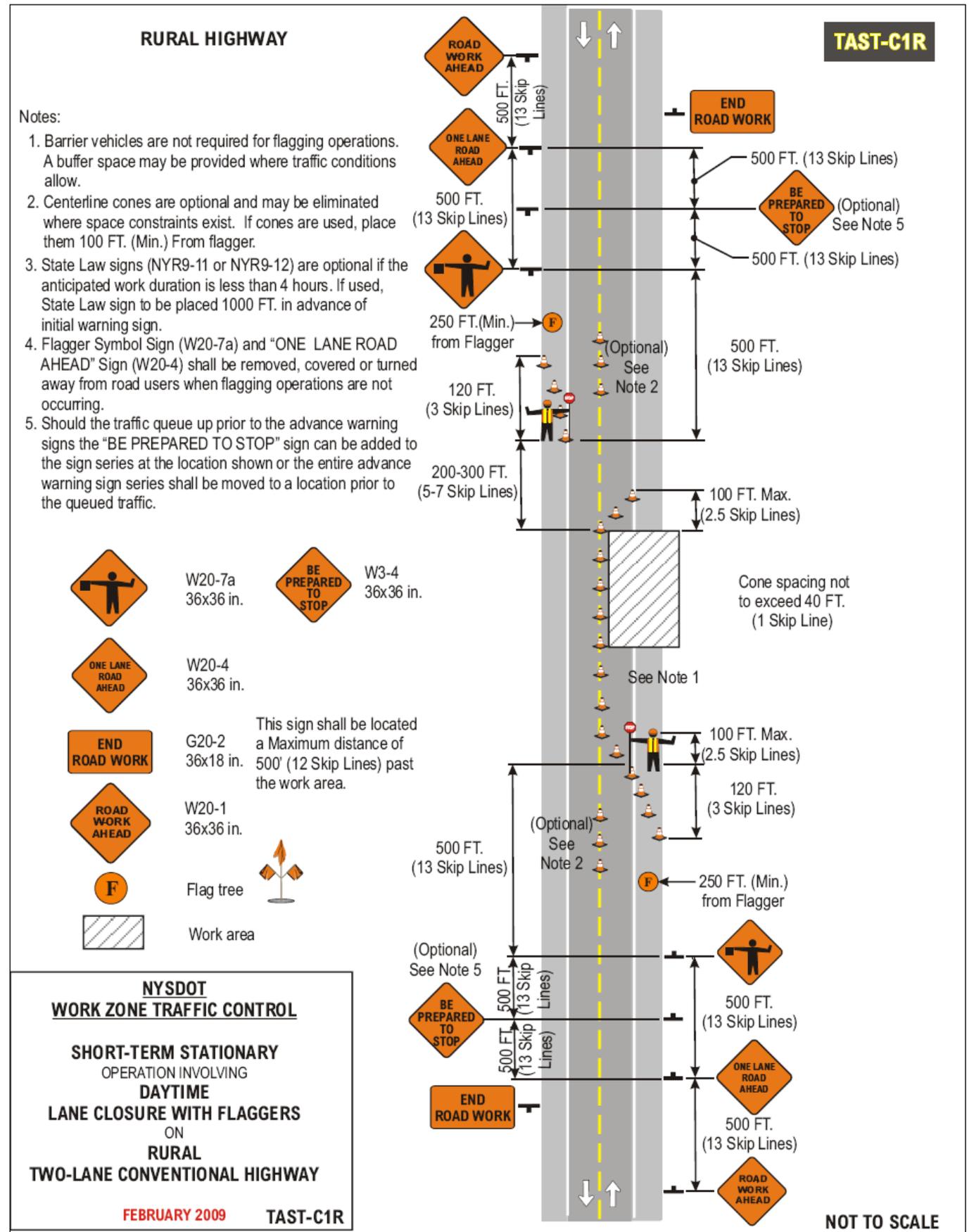
**WORK ZONE TRAFFIC CONTROL:**

The contractor shall be responsible for work zone traffic control 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 owner's representative at the Pre Surface Treatment (conventional and fiber reinforced) Conference. For two-way roadways, Figure TAST-C1R, TAST-C2R, TAST-C3R, TAST-C4R, TAST-C5R, and TAST-C7R may be used as a basis for development of a Work Zone Traffic Control Plan. Significant deviations from the Work Zone Traffic Control Plan without prior approval of the resident engineer or political subdivision representative shall be cause to stop the work until the deviations are corrected to the satisfaction of the State's resident engineer or political subdivision representative.

All necessary flaggers for traffic control shall be provided by the contractor. A minimum of three flaggers shall be provided while the surface treatment (conventional and fiber reinforced) operation is underway. One shall be stationed at each end of the operation and one shall be stationed with the aggregate spreader. 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 owner.

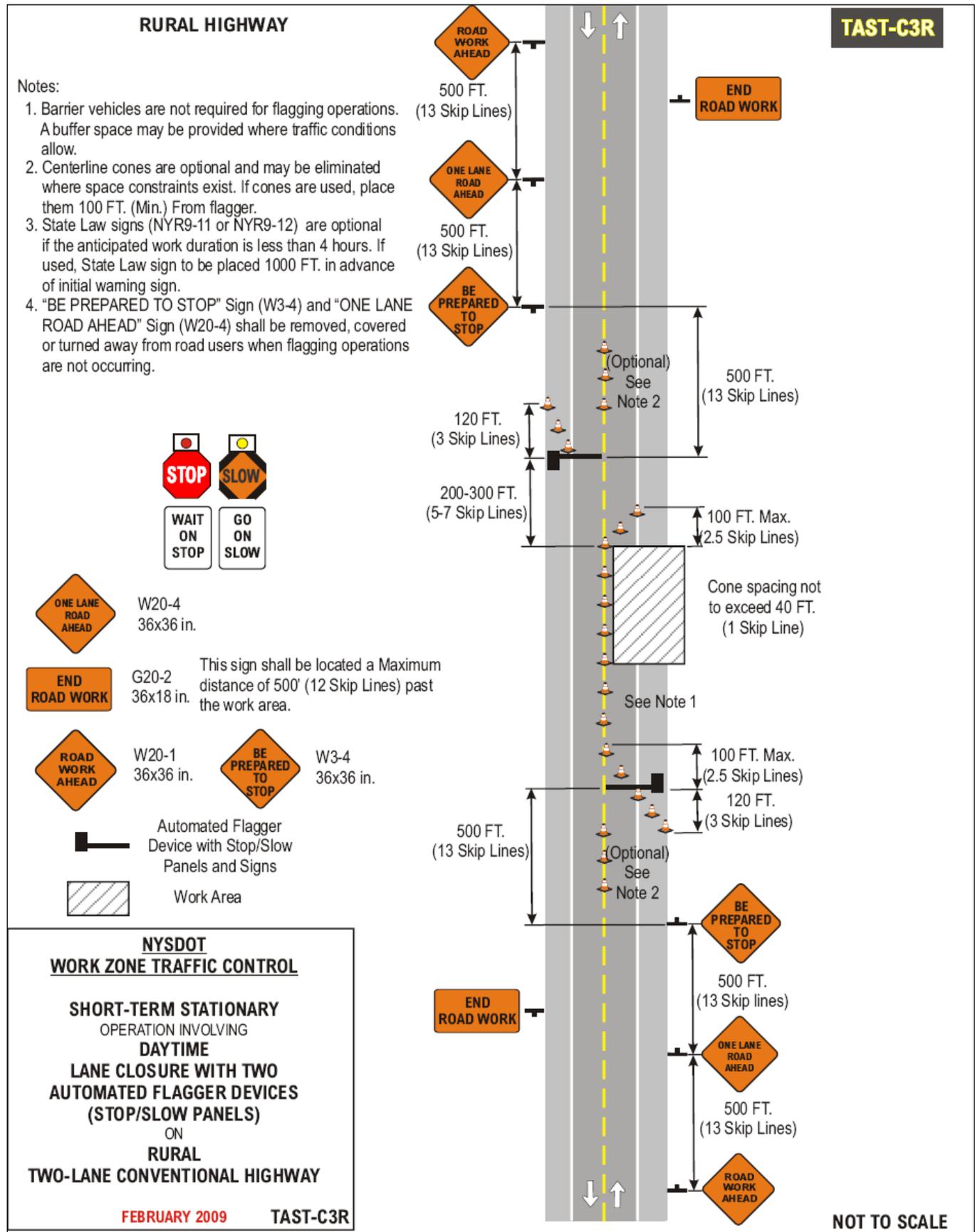
Unless otherwise specified, the highway shall be kept open to traffic at all times. Traffic shall be discontinued on the lane being surface treated (conventional and fiber reinforced); and as soon as the final layer is applied and rolled, controlled traffic may be permitted thereon. Traffic shall be controlled at a speed not to exceed 15 miles per hour for a period of four hours after placement of the surface treatment (conventional and fiber reinforced) by the use of two-way radio equipped patrol vehicles. The requirements for Patrol Vehicles are listed in the Detailed Specifications, CONSTRUCTION DETAILS, 410-3.01 Bituminous Surface Treatment, H. Opening to Traffic.

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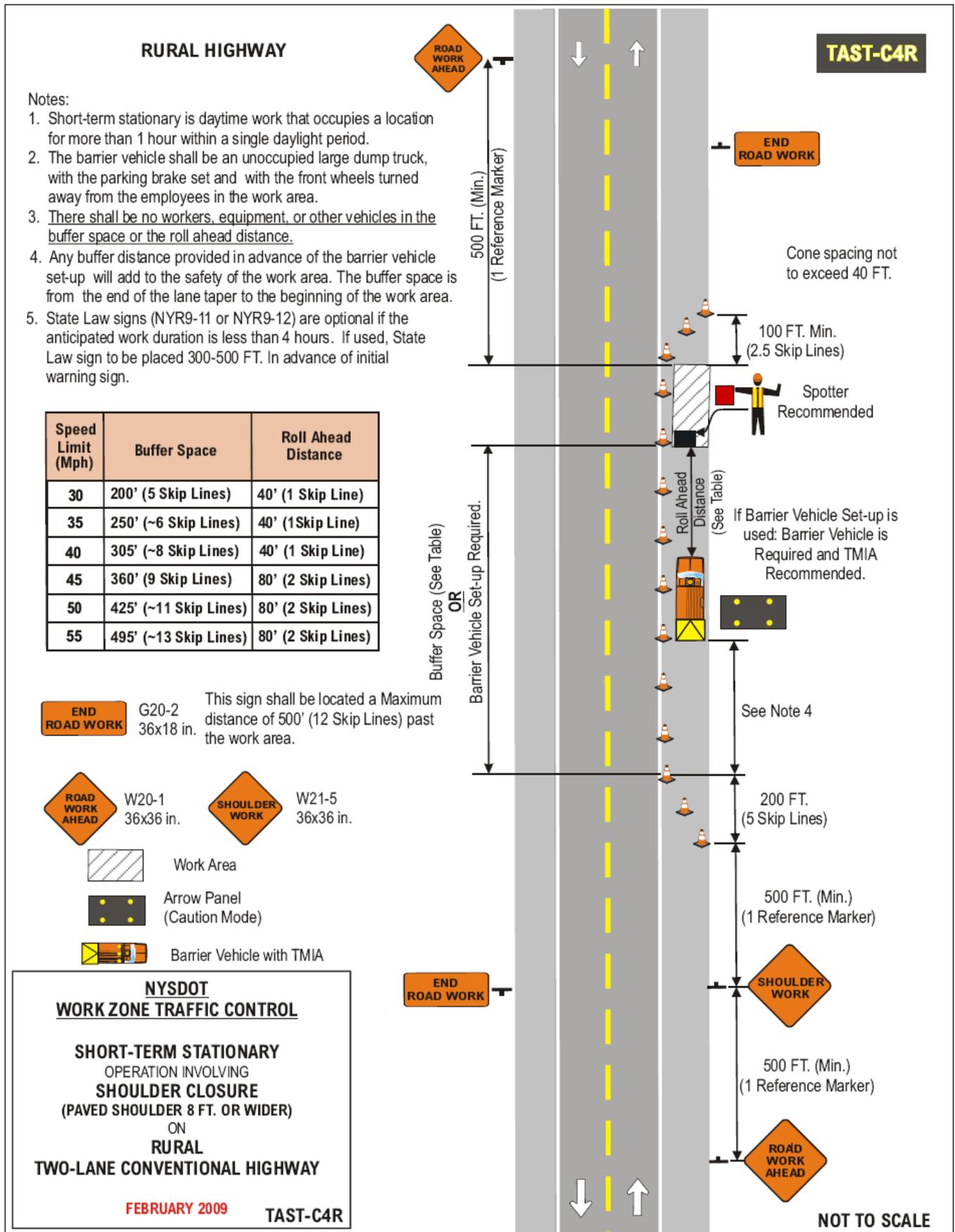


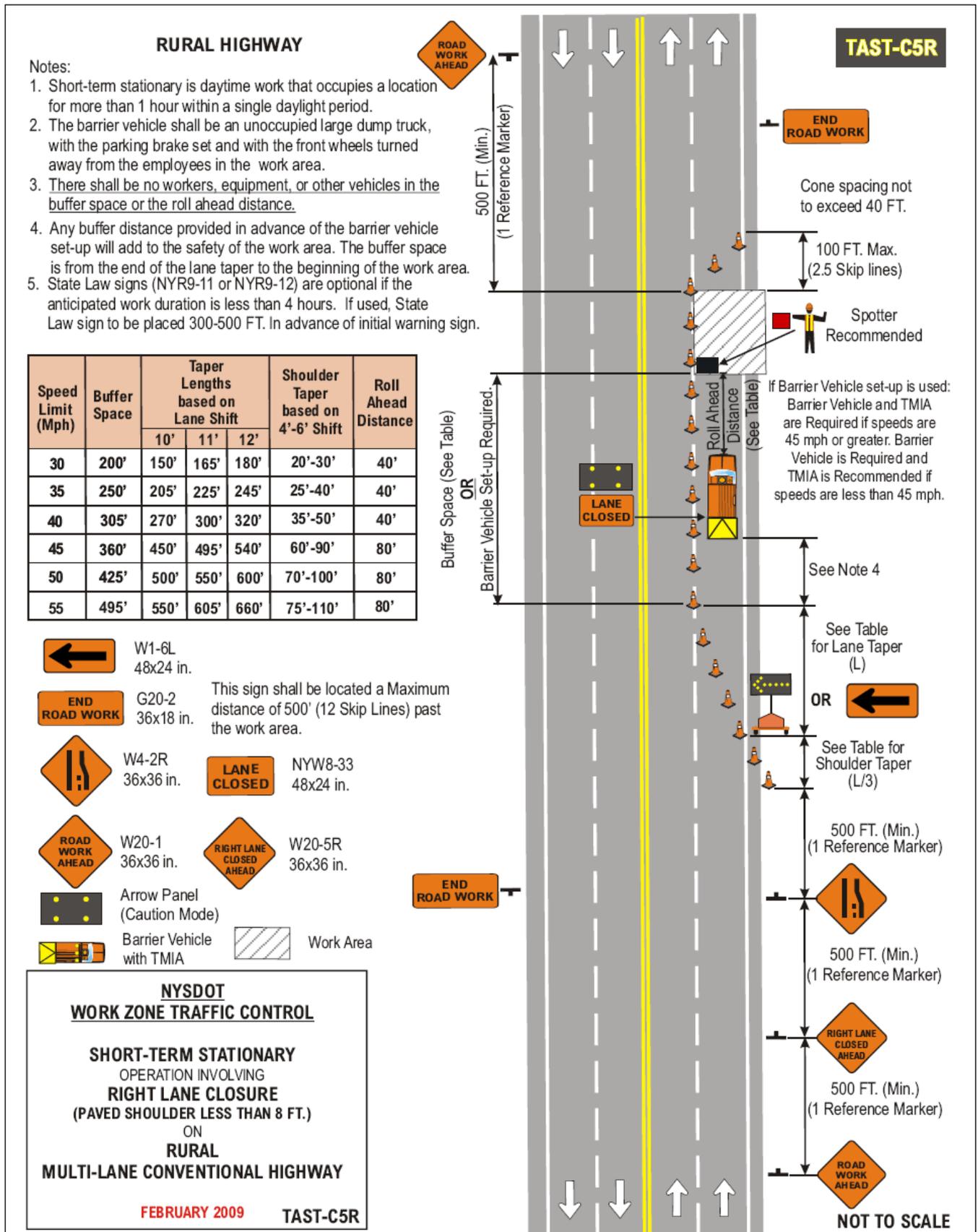
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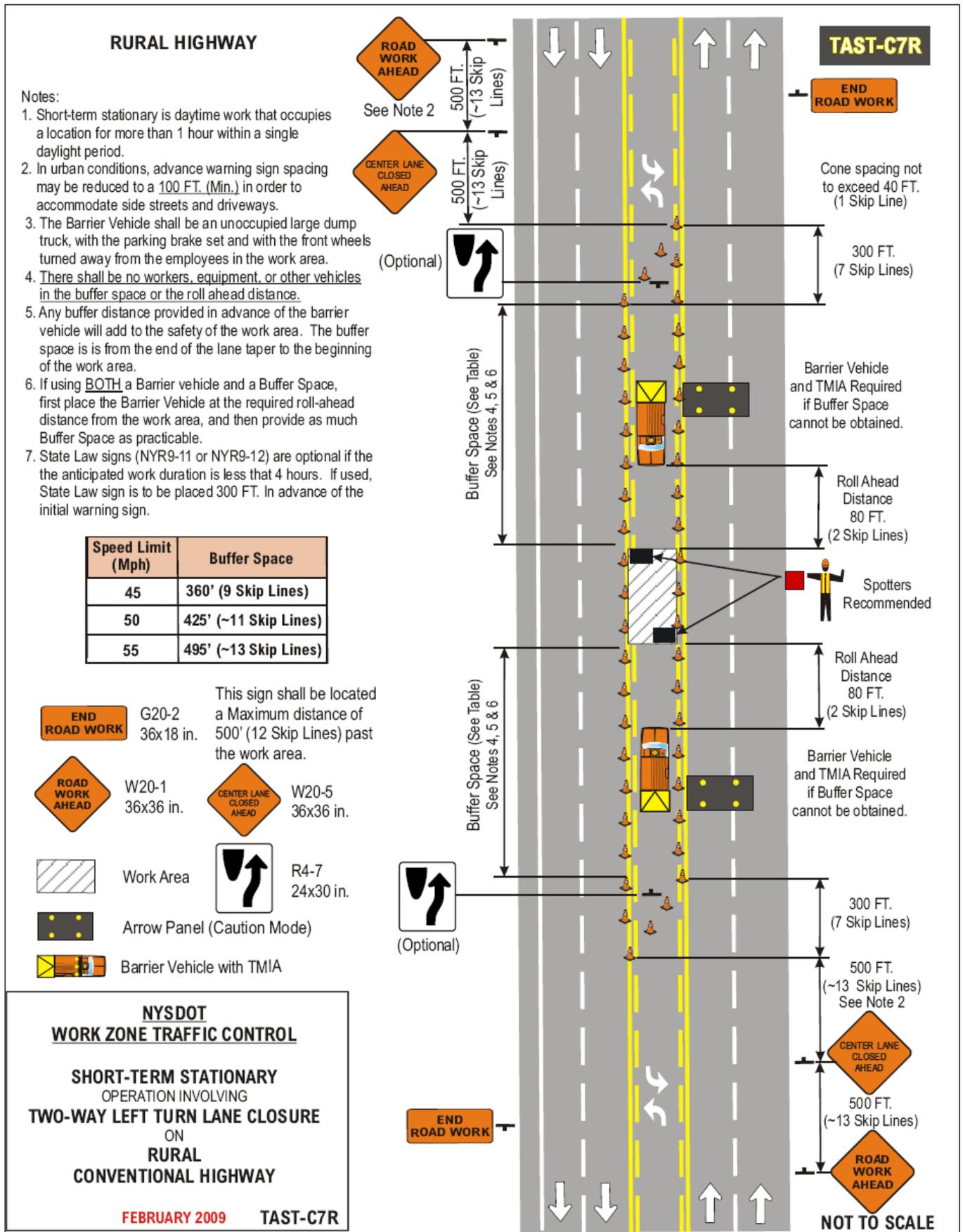


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**WORK ZONE TRAFFIC CONTROL (Cont'd)**

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 supplemented by temporary signs as needed:

<b>SIGN</b>	<b>MINIMUM SIZE</b>	<b>LOCATION</b>
ROAD WORK NEXT _____ MILES	G20-1 36" X 18"	On main line upstream of project in each direction
END ROAD WORK	G20-2 36" X 18"	On main line after end of project in each direction
ROAD WORK 500 FT. or ROAD WORK AHEAD	W20-1 36" X 36"	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. Signs should be covered if in conflict with temporary signing in the vicinity.
DO NOT PASS	R4-1G 24" X 30"	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 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)
LOOSE GRAVEL (LOOSE STONE - superseded text - use up old signs)	W8-7 30" X 30"	On main line at start of project and at 1 mile intervals along project.
30 MPH	W13-1 18" X 18"	Mounted on W8-7 LOOSE GRAVEL or LOOSE STONE sign
PILOT VEHICLE FOLLOW ME	G20-4 36" X 18"	On back of pilot vehicles.

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

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.

(continued)

**WORK ZONE TRAFFIC CONTROL (Cont'd)**

The contractor shall install and maintain temporary pavement markings on any pavement surface without permanent pavement markings, treated using this contract, 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, patrol vehicles, and construction signs are to be included in the price bid per square yard for the surface treatment (conventional and fiber reinforced) and for the cover sand (if used). No separate payment shall be made.

The work zone traffic control provisions in this section shall apply for any work performed pursuant to the Maintenance Materials Bond.

**Special Note: WORK ZONE INTRUSION INITIATIVE**

As part of the Department of Transportation's Work Zone Intrusion Initiative, the following countermeasures shall apply to this Invitation for Bids.

**Channelizing Device Spacing Reduction**

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

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

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

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

**Flagger Station Enhanced Setups**

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

The Work Zone Traffic Control Drawings in this Invitation for Bids provide additional details on the Flagger Station Enhanced Setup.

**ADDITIONAL FLAGGERS FOR WORK ZONE TRAFFIC CONTROL**

If the engineer or agency authorized individual determines that more than three flaggers are necessary to properly control traffic on two-way roadways or more than two flaggers are necessary to properly control traffic on one-way roadways, 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.

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**ABRADING EXISTING PAVEMENT MARKINGS WITH WORK ZONE TRAFFIC CONTROL BY THE VENDOR**

If the vendor, with the concurrence of the Resident Engineer or agency authorized individual, determines that it is necessary for the performance of the surface treatment (conventional and fiber reinforced), the vendor shall abrade the existing pavement markings as needed. The method of abrading may include sand blasting, water blasting, grinding, or other methods approved by the engineer or agency authorized individual. Care shall be taken to avoid damage to passing traffic. All damage to passing traffic caused by the vendor's operations shall be the vendor's responsibility. Traffic will be controlled by the vendor.

The vendor shall place temporary pavement markings as specified elsewhere in this Invitation for Bids under work zone traffic control, unless the surface treatment (conventional and fiber reinforced ) will be placed the same day as pavement markings are abraded. During the pavement markings abrading operation, traffic will be controlled by the vendor in accordance with the MUTCD. The vendor shall submit a proposed Work Zone Traffic Control Plan to the engineer or agency authorized individual for approval. The plan may be based on the Work Zone Traffic Control drawings included in this Invitation for Bids.

Payment will be made by the linear foot of pavement marking 4 inches wide. Payment for pavement markings wider than 4 inches or for pavement marking symbols will be made by the following method:

$$\frac{\text{Width of marking (inches)} \times \text{Linear Feet}}{4 \text{ inches}}$$

The price bid for pavement marking abrading shall include all labor, materials, and equipment required to abrade the existing pavement markings and to properly control traffic to the satisfaction of the engineer or agency authorized individual.

**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.ny.gov/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 this 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.

**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.

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**DELIVERY:**

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.

**AGENCY NOTE:**

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.

**DEFAULT:**

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.

**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.

**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.

**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.

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

For access to the Department of Labor (DOL) Prevailing Wage Schedule for this bid, use the link <http://wpp.labor.state.ny.us/wpp/viewOriginalWageSchedule.do?projectId=577760> or copy and paste into your browser. 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 bid and subsequently awarded contracts is **PRC #2011000635**. 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) .

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**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.

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:

Item/ Number	Purchasing Agency	Location	Total Quantity Sold	Unit Price	Total Sales \$
				\$	\$
				Grand Total Sales: State & Non-State Agencies	\$

The report is to be submitted electronically in Microsoft Excel 2007 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.

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"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.ny.gov/procurecounc/pdfdoc/guidelines.pdf>

DETAILED SPECIFICATIONS

BITUMINOUS SURFACE TREATMENT - SINGLE COURSE

**410-1 DESCRIPTION.** This work shall consist of the construction of a single course bituminous surface treatment for pavements and/or shoulders in accordance with these specifications.

**410-2 MATERIALS**

**410-2.01 Bituminous Materials.** Use bituminous material meeting the requirements of §702 – Anionic, Cationic, and Polymer Modified Asphalt Emulsions.

**A. Bituminous Material Selection.** The Contractor shall ensure that the selected bituminous material is compatible with the aggregate to be used. Notify the Engineer of the bituminous material selected.

When the two-way AADT is greater than 500, the selected bituminous material shall be polymer modified to increase the aggregate retention. When the two-way AADT is less than 500, the Contractor may or may not choose to blend the emulsion with a polymer modifier.

When the two-way AADT is greater than 2000, the selected bituminous material’s penetration value shall be between 80 and 150 according to AASHTO T 49-07 Penetration of Bituminous Materials.

**410-2.02 Aggregates.** The aggregate shall conform to the requirements of § 703-02, Coarse Aggregates. The aggregate size shall be No. 1ST or No. 1A, as specified.

When the two-way AADT is greater than 2000 the following shall apply:

The aggregate size shall be No. 1ST.

The aggregate’s flakiness index shall be less than or equal to 25, according to Materials Method 410.

**Aggregate Friction Requirements**

**A. Aggregate – Pavement.** Use aggregate meeting one of the following requirements:

1. Limestone or a blend of limestone and dolomite having an acid insoluble residue content not less than 20.0%.
2. Dolomite.
3. Sandstone, granite, chert, trap rock, ore tailings, or other similar non-carbonate materials.
4. Use gravel or blend two or more of: gravel, limestone, dolomite, sandstone, granite, chert, trap rock, ore tailings, or other similar materials to meet the following requirements:
  - a. Size 1ST Aggregate. Produce a final blend having noncarbonate plus 1/4 inch particles comprising at least 20.0% of the total aggregate by weight with adjustments to equivalent volumes for materials of different specific gravities.
  - b. Size 1A Aggregate. Produce a final blend having noncarbonate plus 1/8 inch particles comprising at least 20.0% of the total aggregate by weight with adjustments to equivalent volumes for materials of different specific gravities.

**B. Aggregate - Shoulders.** Use aggregate conforming to the requirements of § 703-02, Coarse Aggregates.

**410-2.03 Fiber -** For Fiber Reinforced Surface Treatment, use class E glass fiber conforming to ASTM D 578, Standard Specification for Glass Fiber Strands.

**410-2.04 Fog Seal -** The liquid bituminous material used for fog sealing shall meet the requirements of §702, Asphalt Emulsion Tack Coat.

**410-2.05 Cover Sand -** Cover sand shall conform to the requirements of § 703-01, Fine Aggregate or § 703-02, Coarse Aggregate except as modified herein.

<b>Screen Size</b>	<b>Percent Passing</b>
1/8	90-100
No. 200	0-3

(continued)

DETAILED SPECIFICATIONS (Cont'd)

**410-2 MATERIALS** (Cont'd)

**410-2.06 Material Sampling and Testing**

**A. Aggregate Stockpile.** Build an aggregate stockpile at a location approved by the Engineer. When blending multiple aggregates, use automated proportioning and blending equipment to produce a uniformly graded stockpile.

**1. Contractor Testing.** The contractor shall perform and submit the following tests to the Regional Materials Engineer.

- a. Take three samples, according to Materials Method 5, Plant Inspector's Manual for Bituminous Concrete Mix Production. Each sample must contain material from each face of the stockpile.
- b. Test samples in accordance with AASHTO T 11, Materials Finer than #200 Sieve in Mineral Aggregates by Washing, and AASHTO T 27, Sieve Analysis of Fine and Coarse Aggregates. Test results shall be based on the average of three tests.
- c. When required, sample and test the aggregate in accordance with Materials Method 28, Friction Aggregate Control and Test Procedures.

**2. Department Testing and Approval.** The Regional Materials Engineer will review the contractor's submission. If the submission meets the requirements of the specification, the Regional Materials Engineer will sample and test the stockpile. The final approval of the stockpile will be based on the results of the Department's sampling and testing.

- a. Gradation - Test results shall be the average of three tests. If the percent passing is outside the gradation limits for any sieve, the stockpile will be rejected.
- b. Friction Requirements - Samples shall meet appropriate friction values. All Bituminous Surface Treatment previously placed with material from a stockpile rejected for non-carbonate or acid insoluble residue content will be rejected.

**B. Cover Sand.** Sampling and testing of cover sand shall be performed according to the requirements of 410-2.06 A.1. Copies of test results shall be furnished to the Engineer prior to applying the cover sand.

**C. Emulsion.** The Engineer may sample each lot of bituminous material shipped to the site in accordance with Materials Method 8.2, Asphalt Emulsion – Quality Assurance.

**410-2.07 Mix Design** - Shoulder areas wider than one foot require a mix design separate from the mainline. Complete a mix design for pavements and/or shoulders in accordance with Materials Method 410. Mix designs shall be submitted to the Engineer a minimum of two weeks prior to the start of work.

**410-3 CONSTRUCTION DETAILS**

**410-3.01 Bituminous Surface Treatment**

**A. Weather and Seasonal Limitations.** Bituminous material shall not be applied to a pavement surface when the:

1. Surface has standing water or is saturated.
2. Surface temperature or ambient temperature is less than 60°F.
3. Humidity is greater than 95%.

Bituminous surface treatments shall be placed during the period from May 1<sup>st</sup> through the first Saturday in September.

**B. Equipment.** All equipment shall be maintained in satisfactory working conditions at all times.

**1. Sweepers**

- a. **Self-propelled Rotary Power Broom.** The self-propelled rotary power broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

**410-3 CONSTRUCTION DETAILS** (Cont'd)

**410-3.01 Bituminous Surface Treatment** (Cont'd)

**B. Equipment** (Cont'd)

**1. Sweepers** (Cont'd)

- b. Self-propelled Pick Up Broom.** The self-propelled pick up broom shall be designed, equipped, maintained and operated so that the pavement can be swept clean. Excess aggregate shall be contained in an onboard hopper and disposed of as directed by the Engineer.

**2. Liquid Bituminous Material and Fiber Distributor**

- a. The liquid bituminous material distributor shall be calibrated, before each project, for transverse and longitudinal application rate by ASTM D 2995, Standard Practice for Estimating Application Rate of Bituminous Distributors. Department personnel may request to witness calibration of equipment.
- b. The distributor shall be equipped, maintained, and operated so that the bituminous material can be applied at controlled temperature and rates from 0.04 to 0.55 gallons per square yard.
- c. The distributor shall be capable of applying bituminous material on variable widths up to 15 feet.
- d. The distributor shall uniformly apply the bituminous material at the specified rate with a maximum allowable variation of 0.02 gallons per square yard.
- e. Distributor equipment shall include a tachometer, accurate volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with full circulation spray bars adjustable laterally and vertically. The distributor and/or transport shall be equipped with a sampling valve so designed and installed as to be non-clogging and safe. When samples are taken through such valves, they shall be considered representative of all material in the tank.
- f. When fiber is specified, the distributor shall have a number of sources for uniformly dispensing cut in-place glass fiber, 2 inches in length, at controlled rates from 0.11 to 0.14 pounds per square yard.

**3. Aggregate Spreader**

- a. The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of 6 inches wider than the width of the lane to be treated.
- b. The spreader shall be calibrated, before each project using ASTM D 5624, Standard Test Method for Determining the Transverse-Aggregate Spread Rate for Surface Treatment Applications. Department personnel may request to witness calibration of equipment.

**4. Pneumatic Tire Roller**

- a. The pneumatic tire rollers shall be self-propelled and have oscillating wheels with smooth tread tires and will have a minimum ground contact pressure of 80 psi.
- b. The tire pressure for all wheels shall be uniform within  $\pm 5$  psi.
- c. The rollers shall be operated at a maximum speed of 5 mph.
- d. Refer to Table 410-1 for the minimum number of rollers required.

**C. Surface Preparation** - Perform all surface preparation prior to applying the wearing course.

- 1.** Thoroughly clean the entire area to be overlaid. The surface of the pavement should be free of dirt, oil, and other foreign materials. Remove all debris and standing water.
- 2.** Cover all manhole covers, water boxes, catch basins, and other such utility structures within the area being treated with plastic, building felt, or other material approved by the Engineer. Remove the covers each day.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

**410-3 CONSTRUCTION DETAILS** (Cont'd)

**410-3.01 Bituminous Surface Treatment** (Cont'd)

**C. Surface Preparation**

3. The Contractor shall remove any epoxy or thermoplastic pavement marking. Other markings shall be removed as ordered by the Engineer. Pavement markings and symbols identified for removal will be paid for under the appropriate item number.

**D. Application of Bituminous Material** - Bituminous material shall be applied in a uniform, continuous spread

over the section to be treated and within the temperature range recommended by the manufacturer. The quantity of bituminous material may vary from the amount listed in the mix design. The contractor shall document to the Engineer any field changes in application rates from the originally submitted mix design.

Where longitudinal joints are to occur, the application of bituminous material from the initial pass shall extend 12 inches beyond the area to be covered with aggregate. Subsequent passes of the bituminous spreader shall overlap the exposed bituminous material and the edge of the initial aggregate pass.

Uncovered bituminous material shall not be exposed to traffic. All bituminous material must be covered before opening to traffic.

The distributor shall be moving forward at proper application speed at the time the spray bar is opened. If any skipped areas or deficiencies occur, the operation shall be immediately stopped. The bituminous material shall not be applied more than 200 feet in advance of the self-propelled aggregate spreader. The distributor, when not spreading, shall be parked so that the spray bar or mechanism will not drip bituminous material on the surface of the road.

**E. Application of Fiber** - When specified, fiber shall be spread uniformly by the distributor at the application rate established in the mix design.

**F. Application of Cover Aggregate** - Immediately following the application of the bituminous material, cover aggregate shall be spread at the rate established by the contractor in the mix design. The quantity of aggregate spread may vary from the amount listed in the mix design. The contractor shall document to the Engineer any field changes in application rates from the originally submitted mix design. Spreading shall be accomplished in such a manner that construction equipment or other vehicles shall not drive on the uncovered and newly applied bituminous material. Any free bituminous material on the surface caused by a deficient amount of cover aggregate shall be covered by broadcasting additional aggregate over the deficient area. Excess aggregate material resulting from spillage shall be swept from the surface as directed by the Engineer.

Longitudinal joints shall be parallel to the centerline. Center line joints shall be offset adjacent to pavement marking locations. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same, and free from ridges and depressions. Longitudinal joints shall be overlapped from 4 to 6 inches.

Initial rolling of cover aggregate shall occur within 5 minutes after the application of bituminous material. Cover aggregate shall receive a minimum of three roller passes within 30 minutes of bituminous material application. Use the following table to determine the minimum number of rollers required:

Table 410-1

Overlay width (feet)	Number of Rollers (minimum)
> 6	1
6-9	2
9-12	3
12-15	4

(continued)

DETAILED SPECIFICATIONS (Cont'd)

**410-3 CONSTRUCTION DETAILS** (Cont'd)

**410-3.01 Bituminous Surface Treatment** (Cont'd)

**G. Sweeping** – When the two-way AADT is greater than 2000, Self-propelled Pick Up Brooms are required. Before the roadway may be opened to unguided traffic, a light brooming of excess aggregate shall be performed.

Excess aggregate shall be swept from the newly treated surface after the surface has cured for at least 24 hours. Additional sweeping shall be performed as directed by the Engineer during a 5-day period following placement of the surface treatment.

**H. Opening to Traffic** - Unless otherwise specified, the highway shall be kept open to traffic at all times. Traffic

shall be discontinued on the lane being surface treated. After surface treatment application, controlled traffic may be permitted at the Contractor’s discretion. Traffic shall be maintained at a speed not to exceed 15 mph for a period of three hours after placement of the surface treatment by the use of patrol vehicles. All patrol vehicles shall be equipped with signs meeting the requirements of Section 6F.54 of the MUTCD. The required number of patrol vehicles shall be as follows:

Table 410-2

Lane Miles Surfaced In Previous Four Hours	Number of Patrol Vehicles
1	1
≥ 2	2

Immediately after completion of surface treatment, the section shall be posted for a speed limit of 30 mph for a period of seven days. The signs should be posted at 1/2 mile intervals and signs showing other speed limitations should be covered for this period. All construction signs shall meet the requirements of the MUTCD.

**I. Application of Fog Seal** - Prior to applying fog seal, the surface shall be swept. Follow the requirements of

Application of Bituminous Material. The fog seal application rate is 0.04 to 0.15 gallons per square yard.

**J. Application of Cover Sand** - Application of cover sand requires applying a fog seal following the requirements of Application of Fog Seal. Spread the cover sand uniformly over the surface treatment, within 5 minutes of applying the fog seal. The cover sand application rate is 2-5 pounds per square yard

**K. Opening to Traffic After Fog Seal and Cover Sand** - The contractor will decide when traffic may be permitted on the surface treatment. More time may be required for surface treated areas with limited exposure to sunlight.

**Payment will be made under:**

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
410.0101	Surface Treatment Pavement (1A)	Square Yard
410.0201	Surface Treatment Pavement (1ST)	Square Yard
410.0301	Surface Treatment Shoulders (1A)	Square Yard
410.0401	Surface Treatment Shoulders (1ST)	Square Yard
410.0501	Fiber Reinforced Surface Treatment Pavement (1A)	Square Yard
410.0601	Fiber Reinforced Surface Treatment Pavement (1ST)	Square Yard
410.0701	Fiber Reinforced Surface Treatment Shoulders (1A)	Square Yard
410.0801	Fiber Reinforced Surface Treatment Shoulders (1ST)	Square Yard
410.09	Liquid Bituminous Material (Surface Treatment)	Gallons
410.10	Liquid Bituminous Material (Fog Seal)	Gallons
410.11	Cover Sand	Square Yard

(continued)

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DETAILED SPECIFICATIONS (Cont'd)

**BONDING REQUIREMENTS:**

- A. Within 10 calendar days of receipt of a purchase order from the State or political subdivision, the contractor shall provide the State agency or political subdivision the following:
1. **Maintenance Material Bond.** A bond in the form similar to the sample included in this Invitation for Bids with sufficient sureties approved by the State's resident engineer or political subdivision representative guaranteeing replacement of deficient material in the form included in this Invitation for Bids. This bond shall remain in place for one year after final acceptance of the project by the State or political subdivision or until August 1 of the year following completion of the project whichever is later.
  2. **Amount of Bond.** The amount of the Maintenance Material Bond shall be 100% of the amount of the project's cost.
  3. **Requirements of Bonds.** All Bonds shall be issued by a surety company approved by NYSDOT and authorized to do business in the State of New York as a surety.
- B. The procedure of the Maintenance Material Bond shall be as follows:
1. No later than June 1 of the year following the State's or the political subdivision's acceptance of work completed under this contract, the State or political subdivision will evaluate the project for aggregate retention, flushing or bleeding, aggregate embedment and bonding to the existing pavement.
  2. The contractor agrees to repair all areas that demonstrate less than 90% aggregate retention, as determined by the State or political subdivision, on the overall project caused by improper workmanship and/or defective materials. In addition, the contractor agrees to repair individual areas that are flushed or bleeding, as determined by the State or political subdivision, caused by improper workmanship and/or defective materials irrespective of the percent of aggregate retained. Such repairs, however, shall not include any damage resulting from any forces or circumstances beyond the control of the contractor. The evaluation of the surface treatment (conventional and fiber reinforced) shall be made by the State's resident engineer or the political subdivision's representative as appropriate. If the contractor does not agree with the evaluation it may appeal to the State's Regional Transportation Maintenance Engineer or political subdivision representative's supervisor whose decision shall be final.
  3. On or before June 10 in the year immediately following the State's or political subdivision's acceptance of the surface treatment (conventional and fiber reinforced) project, the State or political subdivision shall notify the contractor of any areas deemed deficient by the State or political subdivision. The contractor will initiate and complete the remediation within 30 days of notification.
  4. Prior to the performance of repairs in the field, the contractor shall supply the State's resident engineer or political subdivision's representative with copies of all applicable insurance certificates. During the performance of any necessary repairs, the contractor shall comply with the all provisions of the original contract including among other things the work zone traffic control provisions.

(continued)

**SAMPLE**

**MAINTENANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENTS, That we, (hereinafter called the “PRINCIPAL”) \_\_\_\_\_ of \_\_\_\_\_, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the “SURETY”) are held and firmly bound unto the people of the State of New York in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the United States of America, to the payment of which said sum of money, well and truly to be made and done the said PRINCIPAL binds itself, its heirs, executors, administrators or assignees and the SURETY binds itself, its successors or assigns, jointly and severally, firmly by these presents.

Signed dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the PRINCIPAL has entered into a certain written contract bearing date on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, with the People of the State of New York for the improvement of \_\_\_\_\_, in the County of \_\_\_\_\_, New York.

NOW THEREFORE, the PRINCIPAL warrants the workmanship and all materials used in the work and agrees that during the guarantee period of one year beginning after final acceptance by the State or political subdivision or until August 1 of the year following acceptance of work completed under the contract, whichever is later, it will, at its own expense make repairs which may become necessary by reason of improper workmanship or defective materials as per the following procedure:

1. No later than June 1 of the year following the State’s or the political subdivision’s acceptance of work completed under the contract, the State or political subdivision will evaluate the project for aggregate retention, flushing or bleeding, aggregate embedment and bonding to the existing pavement.
2. The PRINCIPAL agrees to repair all areas that demonstrate less than 90% aggregate retention, as determined by the State or political subdivision, on the overall project caused by improper workmanship and/or defective materials. In addition, the PRINCIPAL agrees to repair individual areas that are flushed or bleeding, as determined by the State or political subdivision, caused by improper workmanship and/or defective materials irrespective of the percent of aggregate retained. Such repairs however, shall not include any damage resulting from any forces or circumstances beyond the control of the PRINCIPAL. The evaluation of the surface treatment (conventional and fiber reinforced) shall be made by the Resident Engineer or the political subdivision representative as appropriate. If the PRINCIPAL does not agree with the evaluation it may appeal to the Regional Transportation Maintenance Engineer or political subdivision representative’s supervisor whose decision shall be final.
3. On or before June 10 in the year immediately following the State’s or political subdivision’s acceptance of the surface treatment (conventional and fiber reinforced) project, the State or political subdivision shall notify the PRINCIPAL of any areas deemed deficient by the State or political subdivision. The PRINCIPAL will initiate and complete the remediation, within 30 days of notification.
4. Prior to the performance of repairs the PRINCIPAL shall supply the Resident Engineer or political subdivision representative with copies of all acceptable insurance certificates. During the performance of any necessary repairs, the PRINCIPAL shall comply with the all provisions of the original contract including among other things the Work zone traffic control provisions.

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**SAMPLE**

MAINTENANCE BOND (Cont'd)

In the event of the failure of performance by the PRINCIPAL who has failed to make repairs which may become necessary by reason of improper workmanship or defective materials, said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the State or political subdivision, to commence such repairs within five (5) days of notification by the State or political subdivisions of such failure by the PRINCIPAL. Such repairs shall be performed in accordance with the provisions of the current contract which require among other provisions that the SURETY shall provide necessary Work zone traffic control as well as provide the required insurance before any work is conducted.

In the event both the SURETY and the PRINCIPAL fail to perform such repairs, the State or political subdivision shall cause the repair to be completed by others and the SURETY and PRINCIPAL shall be jointly and severally liable for such costs.

And the said SURETY thereby stipulates and agrees that no change, extension, alteration, deduction or addition in or to the terms of the said contract or the plans or specifications accompanying same, shall in any way affect the obligations of said SURETY of its bond.

PRINCIPAL \_\_\_\_\_

BY \_\_\_\_\_

SURETY \_\_\_\_\_

BY \_\_\_\_\_

(continued)

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

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

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

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

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

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

**CONTRACTOR**

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

Comments: \_\_\_\_\_

\_\_\_\_\_

(over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

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

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