

MINIMUM SPECIFICATIONS AND BID FORMS
FOR

**HOT MIX ASPHALT IN-PLACE
PAVING PROJECTS
ON COUNTY ROADS**

FOR
CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

OFFICE OF THE CLERK
CATTARAUGUS COUNTY LEGISLATURE
303 Court Street
Little Valley, NY 14755

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CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

Commissioner

*Kathleen M. Ellis
Deputy Commissioner*

*Mark C. Burr, P.E.
Director of Engineering*



*Jack Ellis Drive
8810 Route 242
Little Valley, New York 14755
Phone (716) 938-9121
FAX (716) 938-2753*

TO: BIDDERS OF VARIOUS TYPES OF ROAD SURFACING
FROM: Dawn Smith, Procurement Specialist DPW
RE: EXTRA COPIES OF BIDS

Please submit with bid, TEN (10) EXTRA COPIES of the Price Sheet only (BID) that are being submitted.

Please clearly mark on each extra bid sheet, "EXTRA COPY".

IF THE PRICE SHEET IS TWO OR MORE PAGES IN LENGTH, PLEASE STAPLE THE PAGES TOGETHER IN COMPLETE SETS.

THANK YOU,

DAWN SMITH

CATTARAUGUS COUNTY

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ADVERTISEMENT FOR BIDS

Sealed bids for the purchase of certain materials, equipment, and/or services, for the Cattaraugus County Department of Public Works, according to specifications, will be received by the undersigned, at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, until **Thursday, February 8, 2018 at 1:45 P.M.** after which they will be publicly opened at **2:00 P.M.** (at the *same location*), by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time it is received, will be stamped showing date and time of receipt.

ALL BIDS MUST BE SEALED AND CLEARLY MARKED:

Any bid not clearly marked will not be considered.

- | | |
|----------------------|---|
| DPW BID #13 - | Asphalt Concrete |
| DPW BID #14 - | Liquid Bituminous Materials |
| DPW BID #15 - | Micro Surfacing |
| DPW BID #16 - | Cold In-Place Recycling of Bituminous Pavement |
| DPW BID #17 - | Surface Treating |
| DPW BID #18 - | Paver Placed Chip Seal |
| DPW BID #19 - | Hot In-Place Recycling of Bituminous Pavement |
| DPW BID #20 - | Fiber Reinforced Bituminous Membrane Surface Treatment |
| DPW BID #21 - | Hot Mix Asphalt In-Place Paving |

Bidding sheets and instructions may be obtained online at www.cattco.org/bid-request, or at the Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, NY, 14755. Phone Dawn Smith at 938-9121, ext. 2465

All bids must be sent or delivered to Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, NY 14755, Attention: Dawn Smith.

All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATE. Any bid submitted without such certification will not be accepted. Any bid not meeting ALL specifications will not be considered. All bids received are subject to all federal and state controls concerning any such equipment, materials and/or services.

The County Legislature reserves the right to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

John Searles
County Administrator
County Center - 303 Court Street
Little Valley, New York 14755

INSTRUCTIONS TO BIDDERS

DPW MATERIALS

1. BID FORM

Bid shall be submitted on these Cattaraugus County bid forms or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. All blanks must be filled in with required information or, if a bid item, the designation N/B (no bid).

2. CHANGES

Any change in wording or interlineation by a bidder of the inquiry as published by Cattaraugus County shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

3. INFORMALITIES

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. The contract award will be made to the responsible bidder submitting the lowest acceptable bid. Conditional bids will not be accepted.

4. BID TIME

Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time specified shall not be considered.

5. INVESTIGATIONS

The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6. BID ENVELOPE

Each bid must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the bidder. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope labeled as specified.

7. NON-COLLUSIVE CERTIFICATION

Non-collusive bidding certification shall be made by each bidder in the form provided and shall be submitted as a part of the bid. Bids submitted without non-collusive bidding certification will be considered irregular and may be rejected by the County.

8. CONTRACT AWARD

Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed delivery date.

9. REFERENCES

A list of references for whom the bidder has done work in the past must accompany the bid. If a bidder cannot provide a list of references, including at least one reference located in Western New York, the County reserves the right to require a performance bond in an amount to be determined by the Public Works Committee in a format acceptable to the County Attorney.

10. EXECUTORY CLAUSE

This executory clause shall be a part of any agreement entered into pursuant to this bid:

It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated therefor, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

11. DELIVERY SCHEDULE

Failure to meet delivery schedule as per accepted bid may result in legal action by Cattaraugus County to recover damages.

12. PRICES

Prices shall be quoted F.O.B. destination, delivered inside and installed, or to the location and/or manner indicated in the specifications. "Tailgate delivery" will not be accepted unless specified by the County.

13. TRANSPORTATION CHARGES

Collect transportation charges will not be paid by the County. All freight, cartage, rigging, postage or other transportation charges shall be prepaid, unless otherwise stated in the Detailed Specifications herein.

14. TAXES

No taxes are to be billed to the County. Bid shall not include any Federal, State, or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

15. COMPLIANCE WITH LAWS

The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

HAZARD COMMUNICATION. In complying with the above laws, rules and regulations, and pursuant to 12 NYCRR Part 820 and Section 876 of the Labor Law, it is the responsibility of the County to provide the successful bidder with the following information:

- (a) the material safety data sheets (MSDS) for any hazardous chemicals to which employees may be exposed will be made available,
- (b) the telephone numbers of plant personnel who are to be contacted in the event of a chemical spill or accident, and,
- (c) emergency procedures in the event of a fire or spill.

MATERIAL SAFETY DATA SHEETS. The successful bidder shall be responsible for the provision of the MSDSs to the County prior to introducing hazardous materials onto the site, assuring compliance before work is started, and disseminating any information to County employees concerning significant chemical hazards that the successful bidder is bringing to the County's workplace. The MSDSs will be obtained from the successful bidder for all hazardous materials prior to bringing the materials on the site. These MSDSs will be maintained by the County as long as those materials are present. It is the responsibility of the successful bidder to train its own employees.

16. DISCRIMINATION

The successful bidder agrees:

- (a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

- (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
 - (c) that there may be deducted from the amount payable to the contractor by Cattaraugus County under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
 - (d) that this contract may be canceled or terminated by Cattaraugus County and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
 - (e) the aforesaid provisions of this section covering every contract for or on behalf of Cattaraugus County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- (N.Y. State Labor Law Article 8 Section 220-e)

17. WAGE RATES

Construction, reconstruction, or repair contracts for public works facilities are subject to minimum wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for public works to which the provisions of the New York State Labor Law Article 8 apply agrees that:

- (a) No laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. (Section 220, subd. 2, N.Y. State Labor Law)
- (b) Each laborer, workman, or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly minimum rate of wage and provided supplements not less than the prevailing supplements as designated by the New York State Industrial Commission. (Section 220, subd. 3, N.Y. State Labor Law)

A schedule of prevailing hourly wage rates is attached to this packet.

18. CATTARAUGUS COUNTY VENDOR RESPONSIBILITY FORM

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form.

Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C to serve as the Cattaraugus County Vendor Responsibility Form. The County will not send reminders to potential bidders about when their latest submittal of a CCA-2 with attachments was received. In the event that the bidder has experienced material changes to its business since the last submittal, a new submittal with updated information will be required.

19. CONTRACT ASSIGNMENTS

The bidder shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

20. CASH DISCOUNT

Any cash discount which is a part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. If this is unsatisfactory, please quote net. The County will not pay any interest charges.

21. MANUFACTURERS

Where required on an individual bid sheet the bidder must specify the trade name of the material on which the price is quoted.

22. ALTERNATE MANUFACTURERS

Bid offering material other than that of specified manufacturer or trade name will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of

such character or quality that it would serve the purpose for which it is to be used equally as well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

23. ALTERNATE ITEMS

If material or services other than those specified in this bid document are offered, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Department Head, sufficient detail is not presented as a part of the sealed bid to permit definite evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Cattaraugus County of the item offered.
- (d) List of other installations.

24. ADDITIONAL INFORMATION

Any additional information which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

25. WORKMANSHIP

Workmanship must meet with the approval of the department head or heads involved, and shall be first class in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or works performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what state of completion may be rejected and shall be made good by the contractor at his own expense.

26. HOLD HARMLESS

The successful bidder to whom the bid is awarded shall indemnify and hold harmless Cattaraugus County and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

27. BID VALIDITY

This bid is firm and irrevocable for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Clerk of the County Legislature. Upon withdrawal of the bid pursuant to this paragraph, the County will forthwith return the bidder's security deposit.

28. CONTRACT INTEREST

No official, or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity, and on behalf of the County, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

29. OTHER CUSTOMERS

Prices charged to Cattaraugus County are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and supply a copy of this contract within 5 days if so requested by the County.

30. PRICE IS FIRM

The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid with the exception of the asphalt, aluminum, diesel fuel, kerosene, propane gas and gasoline bids, which are permitted escalator prices in accordance with the detailed specifications for those products. No cost increase shall be charged for any reason whatsoever.

31. BIDDER AFFIRMATION

In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

32. INSURANCE

The (Contractor, Vendor, Etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, Etc.) shall

file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the (Contractor, Vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days' notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the bidder within five (5) days of the "Intent to Award" and prior to signing of contract.** Failure to supply a satisfactory certificate within five (5) days after the "Intent to Award" may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the County.

33. STATE CONTRACTS:

The County reserves the right to purchase the commodity being bid, from State Contract when it is most beneficial to the County to do so.

34. LITIGATION:

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

35. MUNICIPAL EXTENSION:

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Cattaraugus County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods (materials and equipment) and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104 and County Law Section 408-a. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract between Cattaraugus County and the vendor.

36. ALTERNATE SOURCE:

Where a New York State bid or a bid from another municipality results in an award for an item herein at a total price which is more favorable than that of the bidder to whom an award is made herein, and such price is available to County, County reserves the right to purchase from the State bid or from such other, alternate bid, notwithstanding its award to the lowest responsible bidder herein, after offering the County bid awardee an opportunity to meet or better the item price.

GENERAL SPECIFICATION
HOT MIX ASPHALT IN-PLACE PAVING PROJECTS
ON COUNTY ROADS

Rev'd 1/2018

Chairman Public Works Committee
Cattaraugus County Legislature
Cattaraugus County Center
303 Court Street
Little Valley, N.Y. 14755

Gentlemen:

We propose to furnish HOT MIX ASPHALT IN-PLACE PAVING PROJECTS in accordance with your specifications.

1. Length of contract May 1, to April 30, of the following year.
 - A) Receipt and award of bid does not in and of itself constitute a binding contract. The contract to perform occurs upon the formal execution of a Cattaraugus County (or other municipalities according to General Municipal Law) purchase order issued by the County. Said purchase order having been issued pursuant to a purchase order requisition executed by the Commissioner of Public Works. A purchase order shall be issued for each project.
2. The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Cattaraugus County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods (materials and equipment) and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104 and County Law Section 408-a. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract between Cattaraugus County and the vendor.
3. Quantities are indefinite and order for this service may be placed at any time during contract term.
4. Failure to make prompt delivery of materials and services shall be deemed sufficient cause for canceling contract.
5. The intent of these specifications is to describe the needs of Cattaraugus County and/or other municipalities for Hot Mix Asphalt In-Place Paving Projects.
6. WAGE RATES: Pursuant to Article 8 of the State Labor Law, in the event that any other occupation not mentioned in the annexed Schedule of Classifications shall be required in the execution of any contract awarded, supplementary Wage Schedules shall be requested from the Industrial Commissioner. Such supplementary schedule shall upon notice to the contractor, become and be part of the Wage Schedule embodied in the contract.

All vendors submitting bids are required to conform to all current NYS prevailing wage laws. The County has included a copy of the most current prevailing wage rates as of the printing of this document. However, this has been done as a reference only. The vendor is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. Current rates are available by calling the NYS Department of Labor at (585) 258-4505. Rates are also available via the internet at:

http://www.labor.state.ny.us/business_ny/employer_responsibilities/prevwage/county/homeREG.htm#Cattaraugus

The County will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by New York state law to receive said rates in the course doing work for the County of Cattaraugus. The contractor agrees to verify all rates with the New York state department of Labor prior to submitting a proposal and prior to doing any work for the County as well as to establish which of the those workers involved in any part of a contract for the County are required by law to receive said rates.
7. The County will NOT PAY additional service or delivery charges such as "FUEL SUR-CHARGES".

WARRANTY: The successful bidder shall warrant that the asphaltic oil and aggregate will not dislodge, disunite, bleed or exhibit other obvious defects for a period of one (1) year from completion of project. If within the guarantee period, failure occurs, the successful bidder shall correct said defective work promptly, without cost to the County

All bids must include specific warranty information. Warranty coverage must be acceptable to Cattaraugus County. The County reserves as its right, the right to negotiate an acceptable warranty with any and/or all bidders. Said negotiation would transpire after the bid opening but prior to award. Said negotiation would not allow for modification of bid price(s). Further, the County reserves as its right, the right to reject any and all bids where an acceptable warranty cannot be agreed upon.

Qualifications: The County shall be free to make any inquiry(ies) it deems necessary to ascertain the qualification(s) of the bidder and or the accuracy of statements made by the bidder as o its qualification(s).

Quantities:

1. A "requirements contract" shall not be established as a result of an award of this bid.
2. **Quantities are not guaranteed.** A minimum and or maximum quantity **shall not** be established. All purchases, and therefore the cumulative annual purchase quantity shall be "as required" by the County.
3. The County reserves as its right, the right to bid specific project(s) and or unusually large, single purchase quantities requiring the "same or like" material(s) as the material(s) solicited herein.
4. Contract(s) and/or awards(s) in place as a result of this bid solicitation shall not impinge upon contract(s) and/or awards(s) issued by Cattaraugus County as a result of a bid for specific project(s) and/or bids for unusually large, single purchase quantities.

Price Bid:

1. Bidder may, but need not, bid all line items.
2. The price bid shall be an intoto price bid per unit. The unit shall be the ton in-place. The ton shall be the equivalent of two thousand pounds (2000#), by weight; U.S. measure. The intoto price bid per unit (ton in-place) of material shall represent the aggregated of all costs billable to the County including, but not limited to, all materials, transportation and application of all materials, equipment, labor, and traffic control. On the Bid Form there will be a place to enter a "DEDUCT" if the successful bidder does not provide traffic control.
3. The County has been divided into quadrants. Price shall be submitted **per quadrant, on a line item basis**. Each quadrant is composed of several towns and villages. Bidders shall submit a per ton in-place price for unspecified paving within a quadrant
4. Each bidder acknowledges and agrees that by their submittal of pricing for a line item, the bidder is agreeing to furnish the product and service regardless of the required project quantity **and** in accordance with the price adjustment specifics stated in this clause of the bid solicitation.
5. A "pavement termination detail" shall be considered a standard requirement for all projects. However, the requirement to install said detail shall be at the sole discretion of the Commissioner or his designee. Therefore, all costs associated with the installation of a "pavement termination detail" shall be included in the bidder's intoto price bid per unit. A tack coat at .05 gallon per sq. yard shall be applied by contractor.

Adjustment to Price:

Adjustment to price shall be allowed, Said price adjustment(s) shall be predicated upon either or both of the following:

1. **Monthly Price Adjustment(s):** price adjustment(s) shall be calculated on a monthly basis; utilizing the information contained in the PRICE ADJUSTMENTS section of this bid.
2. **Project Quantity Price Adjustment:** this type of adjustment shall be based upon the quantity of materials required to complete the project. Said adjustment shall be calculated per project.

Method of Calculation:

The intoto price bid per unit shall be specific to those projects requiring 100 to 500 tons of asphalt concrete material. Adjustment(s) to the unit price invoiced shall be based on each project's quantity requirements.

PRICE ADJUSTMENTS:

1. Price adjustments allowed will be based on the NYS OGS Asphalt Price Adjustment formula using **October 1, 2017 (\$421.00)** average of the FOB terminal price per U.S. ton, as indicated by NYSDOT:

NOTE: The same grade of asphalt cement used in establishing the base average FOB terminal price shall be used in establishing the new average FOB terminal price.

2. The unit prices per ton of asphalt concrete purchased from any award based on this specification will be subject to adjustment based on the following formula:

EXAMPLE

Type 6F Top

$$\text{Price Adjustment} = \$239.00 - \$229.00 \times 0.072 = \$0.72/\text{ton}$$

Base Avg. Price = \$229.00

New Avg. Price = \$239.00

Total % Asphalt plus Fuel = 7.2%

NEW AVERAGE FOB TERMINAL PRICE:

The average FOB terminal price for asphalt concrete as determined by NYS DOT.

BASE AVERAGE TERMINAL PRICE:

The average FOB terminal price of asphalt concrete as of **October 1, 2017 (\$421.00)**

3. **TOTAL % ASPHALT PLUS FUEL:**
The percentage of total allowable asphalt and fuel for each item is as follows:

<u>Item:</u>	<u>% Asphalt</u>	<u>+ Fuel Allowance</u>
Type 1 Base	5.0%	1.0
Type 3 Binder	5.5%	1.0
Type 6F Top	6.2%	1.0
Type 7F Top	6.85%	1.0
Cold Patch	6.25%	1.0
Fiber Patch	6.00%	1.0
T& L	6.85%	1.0
Curb Mix	7.50%	1.0

4. Price revisions allowed by this contract should be calculated and applied to the original bid price. No adjustment will be made if the monthly average posted price is within \$15.00 of the asphalt index price.
5. All price adjustments will be computed by calculator to three (3) decimal places.

Completion of Work:

Time is of the essence in all matters relating to the completion of each project. The public interest, health, and safety require swift completion of each project. Therefore, the contractor shall be responsible to complete all project work and have the site ready for final inspection on or within fourteen (14) calendar days of issuance of written project notification.

Liquidated Damages:

The County and the Awardee recognize and agree that time is of the essence in this matter and that the County will suffer financial loss if the contracted work is not completed in the specified time. Additionally, both parties recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the work is not completed on time. Accordingly, instead of requiring any such proof, the County and the Awardee agree that as liquidated damages for delay (but not as a penalty) the Awardee shall pay the County THREE HUNDRED DOLLARS (\$300.00) for each calendar day that expires beyond the time period described in the completion of work clause of this bid solicitation. **Additionally**, with regard to any project which is not completed on or within twenty (20) calendar days of issuance of written project notification; Cattaraugus County reserves as its right, the right to contract with another contractor to complete said project. The additional cost to hire another contractor shall be borne by the Awardee.

Payment: Payment shall be made at contract price for the actual quantity of material utilized per project.

Delivery Verification:

1. Each load delivered shall have a printed, numbered delivery ticket showing date, road name or project, tons, temperature, application rate, and grade of product. Each ticket shall be signed by contractor=s driver and the Commissioner or his designee.
2. The Commissioner or his designee will make necessary field measurements to ascertain tons actually delivered and applied.

Minimum Material and Project Specifications:

1. **Asphalt Concrete:** The Commissioner (or his designee) shall determine and/or approve the type of asphalt concrete to be utilized for each project. The asphalt concrete shall be any or a combination of the following items.

403.11	-	Type 1 Base
403.13	-	Type 3 Binder
403.17	-	Type 6F Top
403.1901	-	Type 7F Top
403.21	-	Truing and Leveling

2. Material requirements shall conform with the New York State Department of Transportation Standard Specifications for Plant Mix Pavements; Sections 401 & 403; 1/2/02 (or most current revision).
3. Construction requirements shall conform with New York State Department of Transportation Standard Specifications Section 401 through 403, **and** as directed by the Commissioner.
4. **The contractor shall provide all necessary maintenance and protection of traffic per MUTCD including installation of short-term pavement marking per NYSDOT Standard Specifications Section 619-1.06 or as directed by the Commissioner.**

Note: The contractor shall not use nails, staples, screws, or items of a similar nature, to affix temporary delineators to the pavement surface.

5. When and where required by the Commissioner or his designee, the contractor shall install a “pavement termination detail” as a requirement of the project. Said “pavement termination detail” shall be installed at either or both ends of the project; as required by Cattaraugus County. The “**pavement termination detail**” shall be a hot mix asphalt overlay splice in conformance with the NYSDOT detail spec 402.01, which can be accessed at the following url:
<https://www.dot.ny.gov/main/business-center/engineering/cadd-info/drawings/standard-sheets-us-repository/402-01.pdf>
6. The Commissioner or his designee shall designate the type of materials, the grades, temperatures, and quantities of materials to be applied on all projects.
7. It will be the contractors responsibility to assure by whatever means necessary that all surfaces to be paved are properly and sufficiently cleaned before beginning paving operations.
8. The contractor must provide competent, trained personnel experienced in all aspects of the placement of hot mixed bituminous pavement.

**BID FORMS OMITTED FROM
SPECIFICATION BOOKS**

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

dasmith@cattco.org

APPENDIX "A"
COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus in which the Named Insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.

Minimum Coverage Limits are as Follows:

	A	C	Ca	D	F	G	Ga
	Construction & Maintenance	Professional	Low Risk Professional	Property Leased to Others or Use of Facilities	Livery	All Purpose Public Entity, Concessionaire	Low Risk All Purpose Public Entity
** COMMERCIAL GENERAL LIABILITY	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.
Prem. - Ops.	Include	Include	Include	Include	Include	Include	Include
Prods. - Compl. Ops.	Include	Include	Include	Include	Include	Include	Include
Indep. Contractor	Include	Include	Include	Include	Include	Include	Include
Contractual	Include	Include	Include	Include	Include	Include	Include
BF Property Damage	Include	Include	Include	Include	Include	Include	Include
X,C,U	Include						
Personal Injury	Include	Include	Include	Include	Include	Include	Include
Liquor Law				Include			
Host Liquor				Include			
** AUTO LIABILITY	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	Include	Include	Include	Include	Include	Include	Include
Hired	Include	Include	Include	Include	Include	Include	Include
Non-Owned	Include	Include	Include	Include	Include	Include	Include
** EXCESS LIABILITY	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000	
	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption
WORKERS' COMP.							
EMPLOYER'S LIABILITY	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
*** PROFESSIONAL LIAB.		\$3,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.				

* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy.

The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.

All 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

** Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.

*** Professional Liability policies are not required to have the County as Additional Insured

Each policy, as allowed by law, shall be endorsed stating that the contractor's insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.
Pursuant to Section 103-d of the General Municipal Law.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(For use of individual bidder)

IN WITNESS WHEREOF, I, _____, doing business under the style and name of _____ at _____ have hereunto subscribed my name under the penalties of perjury at _____ on this ____ day of _____, 20 ____.

d/b/a _____

(For use of partnership bidder)

IN WITNESS WHEREOF, this non-collusive bidding certification has been subscribed, under the penalties of perjury, at _____ on this ____ day of _____, 20 ____, by _____, one of the partners or co-partners of the partnership composed of _____ and _____ doing business under the style, partnership, and firm name of _____ at _____.

Partnership Name

By _____

Co-Partner

(For use of corporate bidder)

RESOLVED, that _____ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project _____ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its board of directors held on the ____ day of _____, 20 ____.

Dated at _____ on this ____ day of _____, 20 ____.

(SEAL OF THE CORPORATION)

Secretary

Name of Bidder

By _____

Title

LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME: _____

Federal ID No.: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____ Email: _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____ Email: _____

CONTRACT TO BE SENT TO: Principal Office _____ Local Office _____

CHECK ONE: Corporation _____ Partnership _____ Individual _____

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authorized to do business in the State of New York:
Yes _____ No _____ Not Applicable _____)

TRADE NAMES:

NAMES AND ADDRESSES OF PARTNERS:

NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF BIDDER:

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT

BID FOR PERFORMANCE OF CONTRACT WITH
CATTARAUGUS COUNTY LEGISLATURE
LITTLE VALLEY, NEW YORK

TO: Cattaraugus County Legislature, Little Valley, New York, herein after called the County.

The undersigned, desiring to interpose a bid to provide services for **Hot Mix Asphalt In-Place Paving Projects on County Roads** for Cattaraugus County Department of Public Works, does hereby accept all terms, conditions, and agreements contained and set forth in the, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this bid is accepted, he/she will contract with the County, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the bid prices set forth on the preceding specification sheets.

If this proposal is accepted by the County and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the County to him/her, then the County may at its option, determine that the bidder has abandoned his/her right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Individuals or partnership bids only)

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he is fully authorized to sign this bid.

Name and Address of Bidder:

Authorized Signature and Title:

Signature

Title

Date

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law §103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

By:

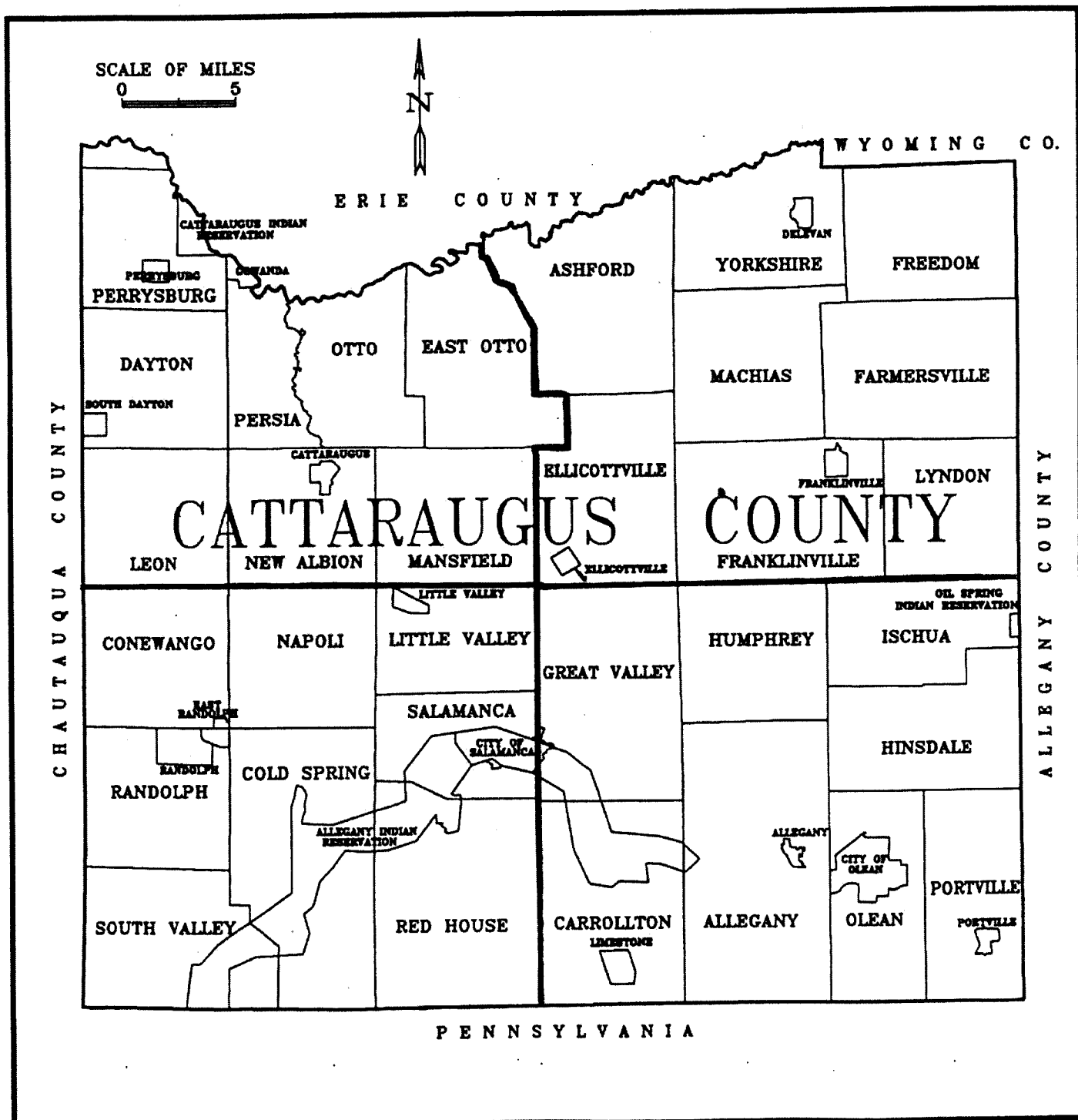
Signature

Title

Sworn to before me this

____ day of _____, 20 ____

Notary Public



CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

Commissioner

*Kathleen M. Ellis
Deputy Commissioner*

*Mark C. Burr, P.E.
Director of Engineering*



*Jack Ellis Drive
8810 Route 242
Little Valley, New York 14755
Phone (716) 938-9121
FAX (716) 938-2753*

PLEASE NOTE

THE ENCLOSED SET OF NEW YORK STATE LABOR RATE SCHEDULES ARE GOOD TO COVER THE FOLLOWING PROJECTS THROUGHOUT CATTARAUGUS COUNTY.

1. Apply Liquid Bituminous Materials on Roads throughout the County (PRC# 2018000124)
2. Micro-Surfacing of Roads throughout the County (PRC# 2018000122)
3. Cold In-Place Recycling of Asphalt Pavement throughout the County (PRC# 2018000129)
4. Surface Treating of Roads throughout the County (PRC# 2018000130)
5. Apply Paver Placed Chip Seal on Roads throughout the County (PRC# 2018000131)
6. Hot In-Place Recycling of Existing Asphalt Pavement throughout the County (PRC# 2018000132)
7. Apply Fiber Reinforced Bituminous Membrane to Roads throughout the County (PRC# 2018000133)
8. Hot Mix Asphalt In-Place Paving Throughout the County (PRC# 2018000134)

THE FRONT PAGE OF EACH PROJECT SHOWING THE PROJECT DESCRIPTION AND THE PRC NUMBER ARE ENCLOSED AS WELL.

Respectfully,
Dawn Smith, Procurement Specialist

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PRC#: 2018000124

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

Cattaraugus County DPW
Dawn Smith
Procurement Specialist
8810 Route 242
Little Valley NY 14755

(716) 938-9121 Ext: 2465
(716) 938- 2782 Fax
dasmith@cattco.org

Project Information

Project Title LiqBitMat2018

Description of Work Apply Liquid Bituminous Materials on Roads throughout the County

Contract Id No. LiqBitMat2018

Project Locations(s) Throughout County

Route No / Street Address Throughout County

Village / City Throughout County

Town Throughout County

State / Zip NY 14755

Nature of Project Heavy and Highway Construction (New and Repair)

Approximate Bid Date 02/08/2018

Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

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PRC#: 2018000122

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency
Send Reply To

Cattaraugus County DPW
Dawn Smith
Procurement Specialist
8810 Route 242
Little Valley NY 14755

(716) 938-9121 Ext: 2465
(716) 938- 2782 Fax
dasmith@cattco.org

Project Information

Project Title MicroSurf2018
Description of Work Micro Surfacing of Roads throughout the County
Contract Id No. MicroSurf2018
Project Location(s) Throughout County
Route No / Street Address Throughout County
Village / City Throughout County
Town Throughout County
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/08/2018
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

New York State Department of Labor

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PRC#: 2018000129

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

Cattaraugus County DPW
Dawn Smith
Procurement Specialist
8810 Route 242
Little Valley NY 14755

(716) 938-9121 Ext: 2465
(716) 938- 2782 Fax
dasmith@cattco.org

Project Information

Project Title ColdRecycle2018
Description of Work Cold In-Place Recycling of Asphalt Pavement throughout the County
Contract Id No. ColdRecycle2018
Project Location(s) Throughout County
Route No / Street Address Throughout County
Village / City Throughout County
Town Throughout County
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/08/2018
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

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PRC#: 2018000130

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Cattaraugus County DPW
Dawn Smith
Procurement Specialist
8810 Route 242
Little Valley NY 14755

(716) 938-9121 Ext: 2465
(716) 938- 2782 Fax
dasmith@cattco.org

Send Reply To
Project Information

Project Title	SurfTreat2018
Description of Work	Surface Treating of Roads throughout the County
Contract Id No.	SurfTreat2018
Project Locations(s)	Throughout County
Route No / Street Address	Throughout County
Village / City	Throughout County
Town	Throughout County
State / Zip	NY
Nature of Project	Heavy and Highway Construction (New and Repair)
Approximate Bid Date	02/08/2018
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

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PRC#: 2018000131

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

Cattaraugus County DPW
Dawn Smith
Procurement Specialist
8810 Route 242
Little Valley NY 14755

(716) 938-9121 Ext: 2465
(716) 938- 2782 Fax
dasmith@catco.org

Project Information

Project Title PaverChip2018
Description of Work Apply Paver Placed Chip Seal on Roads throughout the County
Contract Id No. PaverChip2018
Project Location(s) Throughout County
Route No / Street Address Throughout County
Village / City Throughout County
Town Throughout County
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/08/2018
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

New York State Department of Labor Prevailing Wage

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PRC#: 2018000132

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency
Send Reply To

Cattaraugus County DPW
Dawn Smith
Procurement Specialist
8810 Route 242
Little Valley NY 14755

(716) 938-9121 Ext: 2465
(716) 938- 2782 Fax
dasmith@cattco.org

Project Information

Project Title	HotRecycle2018
Description of Work	Hot In-Place Recycling of existing Asphalt Pavement throughout the County
Contract Id No.	HotRecycle2018
Project Location(s)	Throughout County
Route No / Street Address	Throughout County
Village / City	Throughout County
Town	Throughout County
State / Zip	NY 14755
Nature of Project	Heavy and Highway Construction (New and Repair)
Approximate Bid Date	02/08/2018
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

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PRC#: 2018000133

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

Cattaraugus County DPW
Dawn Smith
Procurement Specialist
8810 Route 242
Little Valley NY 14755

(716) 938-9121 Ext: 2465
(716) 938- 2782 Fax
dasmith@cattco.org

Project Information

Project Title FiberReinf2018

Description of Work Apply Fiber Reinforced Bituminous Membrane to roads throughout the County

Contract Id No. FiberReinf2018

Project Locations(s) Throughout County

Route No / Street Address Throughout County

Village / City Throughout County

Town Throughout County

State / Zip NY 14755

Nature of Project Heavy and Highway Construction (New and Repair)

Approximate Bid Date 02/08/2018

Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

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New York State Department of Labor

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PRC#: 2018000134

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

Cattaraugus County DPW
Dawn Smith
Procurement Specialist
8810 Route 242
Little Valley NY 14755

(716) 938-9121 Ext: 2465
(716) 938- 2782 Fax
dasmith@cattco.org

Project Information

Project Title	HotMixAsphalt2018
Description of Work	Hot Mix Asphalt In-Place Paving throughout the County
Contract Id No.	HotMixAsph2018
Project Location(s)	Throughout County
Route No / Street Address	Throughout County
Village / City	Throughout County
Town	Throughout County
State / Zip	NY 14755
Nature of Project	Heavy and Highway Construction (New and Repair)
Approximate Bid Date	02/08/2018
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus