

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

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>: Group 31503 – BITUMINOUS CONCRETE HOT MIX ASPHALT VPP (2013 DOT Specific Projects) (Federal &amp; State Funds) Classification Code(s): 30</b>
<b>Award Number</b>	<b>: <a href="#">22705</a></b>
<b>Contract Period</b>	<b>: July 11, 2013 through December 31, 2014</b>
<b>Bid Opening Date</b>	<b>: May 29, 2013</b>
<b>Date of Issue</b>	<b>: July 12, 2013</b>
<b>Specification Reference</b>	<b>: SPEC 926 dated January 3, 2013 (Supersedes SPEC-925 dated August 10, 2011) and as amended in the Invitation for Bids</b>
<b>Contractor Information</b>	<b>: Appears beginning on Page 2 of this Award</b>

### Address Inquiries To:

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

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

### Description

Bituminous Concrete is a mixture of stone of various sizes and liquid material. The mixture is heated and proportioned in a bituminous concrete plant and compacted on a road in a heated state. Once the material cools, it becomes a hard durable material. Bituminous concrete is used for preventive maintenance activities which ensure that highways and bridges meet or exceed their optimum useful life.

PR # 22705

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

<b>CONTRACT#</b>	<b>CONTRACTOR &amp; ADDRESS</b>	<b>TELEPHONE #</b>	<b>FED ID # NYS VID #</b>
PC66135	AMHERST PAVING INC. 330 Meyer Road Amherst, NY 14226	716/834-4961 Glen M. Willis Fax: 716/838-6016 E-mail: glen.amherstpaving@verizon.net	161143301 1000015435
PC66136	BARRETT PAVING MATERIALS INC. 26572 NYS Route 37 Watertown, NY 13601	315/788-2037 Sylvain Gross Fax: 315/786-0748 E-mail: sgross@barrettpaving.com Web Site: barrettindustriescorp.com	133003901 1000038867
PC66137	CALLANAN INDUSTRIES INC. PO Box 15097 Albany, NY 12212	518/374-2222 Michael Mastropietro Fax: 518/381-6779 E-mail: estimating@callanan.com Web Site: callanan.com	141539261 1000027416
PC66138	COBLESKILL STONE PRODUCTS, INC. 112 Rock Road PO Box 220 Cobleskill, NY 12043	518/234-0221 Ext 229 Shane J. Strong Fax: 518/234/0226 E-mail: csp.shane@yahoo.com	141646795 1000006949
PC66139 SB	D&H EXCAVATING, INC. 11939 Route 98 So. Arcade, NY 14009	716/492-4952 William Janik Fax: 716/4924951 E-mail: wjanik@msn.com	161459606 1000049326
PC66140	DOLOMITE PRODUCTS COMPANY, INC. D/B/A A. L. BLADES 7610 County Route 65 Hornell, NY 14843	607/324-3636 Jonathan Cook Fax: 607/324-0998 E-mail: jcook@dolomitegroup.com	160410930 1000007433
PC66141	HANSON AGGREGATES NY LLC PO Box 513 4800 Jamesville Road Jamesville, NY 13078	315/469/5501 Tom McCambley Fax: 315/469-3133 E-mail: tom.mccambley@hanson.com	160928494 1000028456
PC66142 SB	HUDSON RIVER CONSTRUCTION CO., INC. 101 Dunham Dr. Albany, NY 12202	518/434-6677 Eugene D. Hallock III Fax: 518/434-8638 E-mail: ehallock@hudsonriverconstruction.com	141288472 1000007167

<b>CONTRACT#</b>	<b>CONTRACTOR &amp; ADDRESS</b>	<b>TELEPHONE #</b>	<b>FED ID # NYS VID #</b>
PC66143	KEELER CONSTRUCTION CO., INC. 13519 West Lee Road Albion, NY 14411	585/589-4481 Mark D. Keeler Fax: 585/589-1160 E-mail: crusherun@aol.com	160844121 1000039538
PC66144	KUBRICKY CONSTRUCTION CORP. 269 Ballard Road Wilton, NY 12831	518/792-5864 Tom Garrett Fax: 518/792-2458 E-mail: tgarrett@dacollins.com	141491816 1000006752
PC66145 SB	LAKE SHORE PAVING, INC. 7 Osmer St. Jamestown, NY 14701	716/664-4400 Mark Lindstrom Fax: 716/661-3385 E-mail: marklindstrom@lakeshorepaving.com Web Site: www.lakeshorepaving.com	161607252 1000029601
PC66146 SB	OCCHINO CORP. 2650 Seneca Street West Seneca, NY 14224	716/827-7000 David Zorker Fax: 716/828-0073 E-mail: davidz@occhinopaving.com	160835935 1000055173
PC66147	PECKHAM ROAD CORPORATION 1557 State Route 9, Suite 3 Lake George, NY 12845	518/792-3157 Mark Petramale Fax: 518/792-3138 E-mail: mpetr@peckham.com Web Site: peckham.com	133493213 1000006385
PC66148	RIFENBURG CONSTRUCTION, INC. 159 Brick Church Road Troy, NY 12180	518/279-3265 Timothy Casey Fax: 518/279-4260 E-mail: tcasey@rifenburg.com Web Site: rifenburg.com	141432796 1100047228
PC66149	SUIT-KOTE CORPORATION 1911 Lorings Crossing Road Cortland, NY 13045	800/622-5636 315/238-7053 Mike Murphy Fax: 315/238-7110 E-mail: mmurphy@suit-kote.com Web Site: suit-kote.com	161177189 1000007846

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.)

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

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

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

**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).

**REQUEST FOR CHANGE:**

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

**CONTRACT PAYMENTS:**

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

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

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

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

**NOTE TO CONTRACTOR:**

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

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

**DEBRIEFING:**

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

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LIST OF OGS ITEMS AND AWARDEES:

<b>OGS Item</b>	<b>Project No.</b>	<b>Contractor</b>
1	1V1311	Rifenburg Construction, Inc.
2	1V1312	Cobleskill Stone Products, Inc.
3	1V1313	Rifenburg Construction, Inc.
4	1V1314	Kubricky Construction Corp.
5	1V1331	Peckham Road Corporation
6	1V1341	<b>Award Pending (see Special Note on page 7)</b>
7	1V1342	<b>Award Pending (see Special Note on page 7)</b>
8	1V1351	Peckham Road Corporation
9	1V1361	<b>Award Pending (see Special Note on page 7)</b>
10	1V1382	Peckham Road Corporation
11	1V1383	Peckham Road Corporation
12	1V1384	Peckham Road Corporation
13	2V1321	Peckham Road Corporation
14	2V1361A	Hanson Aggregates NY LLC
15	2V1361B	Hanson Aggregates NY LLC
16	2V1371	Hanson Aggregates NY LLC
17	2V1372A	Barrett Paving Materials Inc.
18	2V1372B	Hanson Aggregates NY LLC
19	2AP030	<b>Award Pending (see Special Note on page 7)</b>
20	2AP033	<b>Award Pending (see Special Note on page 7)</b>
21	2AP036	<b>Award Pending (see Special Note on page 7)</b>
22	2AP037	<b>Award Pending (see Special Note on page 7)</b>
23	2AP038	<b>Award Pending (see Special Note on page 7)</b>
24	2AP039	<b>Award Pending (see Special Note on page 7)</b>
25	2AP040	<b>Award Pending (see Special Note on page 7)</b>
26	360225	Suit-Kote Corporation
27	360302	Suit-Kote Corporation
28	360303	Barrett Paving Materials Inc.
29	360305	Barrett Paving Materials Inc.
30	360307	<b>Award Pending (see Special Note on page 7)</b>
31	401539	Hanson Aggregates NY LLC
32	401542	<b>Award Pending (see Special Note on page 7)</b>
33	401543	<b>Award Pending (see Special Note on page 7)</b>
34	402051	Hanson Aggregates NY LLC
35	402128	<b>Award Pending (see Special Note on page 7)</b>
36	403197	<b>Award Pending (see Special Note on page 7)</b>
37	403366	<b>Award Pending (see Special Note on page 7)</b>
38	403622	Hanson Aggregates NY LLC
39	407715	Hanson Aggregates NY LLC
40	409656	<b>Award Pending (see Special Note on page 7)</b>
41	409848	<b>Award Pending (see Special Note on page 7)</b>
42	410450	Hanson Aggregates NY LLC
43	410478	<b>Award Pending (see Special Note on page 7)</b>
44	410479	<b>Award Pending (see Special Note on page 7)</b>
45	436204	Hanson Aggregates NY LLC
46	5V1311	D & H Excavating
47	5V1313	Occhino Corp.

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<b>OGS Item</b>	<b>Project No.</b>	<b>Contractor</b>
48	5V1320	D & H Excavating
49	5V1323	D & H Excavating
50	5V132B	Lake Shore Paving Inc.
51	5V132C	Amherst Paving Inc.
52	5V1331	D & H Excavating
53	5V1332	D & H Excavating
54	5V1333	Amherst Paving Inc.
55	5V1337	<b>Award Pending (see Special Note on page 7)</b>
56	5V1341	Amherst Paving Inc.
57	5V1342	Amherst Paving Inc.
58	5V1343	D & H Excavating
59	5V1345	Amherst Paving Inc.
60	5V1347	<b>Award Pending (see Special Note on page 7)</b>
61	5V1351	D & H Excavating
62	5V1352	Amherst Paving Inc.
63	6V1311	D & H Excavating
64	6V1313	D & H Excavating
65	6V1345	Dolomite Products Company, Inc. dba A. L. Blades
66	6V1347	Hanson Aggregates NY LLC
67	7V1311	Peckham Road Corporation
68	7V1312	Peckham Road Corporation
69	7V1313	Peckham Road Corporation
70	7V1314	Peckham Road Corporation
71	7V1315	<b>Award Pending (see Special Note on page 7)</b>
72	7V1316	<b>Award Pending (see Special Note on page 7)</b>
73	7V1321	Barrett Paving Materials Inc.
74	7V1322	Peckham Road Corporation
75	7V1323	Barrett Paving Materials Inc.
76	7V1331	Barrett Paving Materials Inc.
77	7V1332	Hanson Aggregates NY LLC
78	7V1333	Barrett Paving Materials Inc.
79	7V1334	Barrett Paving Materials Inc.
80	7V1335	<b>Award Pending (see Special Note on page 7)</b>
81	7V1336	<b>Award Pending (see Special Note on page 7)</b>
82	7V1341	Barrett Paving Materials Inc.
83	7V1342	Barrett Paving Materials Inc.
84	7V1343	Barrett Paving Materials Inc.
85	7V1351	Barrett Paving Materials Inc.
86	7V1352	Hanson Aggregates NY LLC
87	7V1353	Barrett Paving Materials Inc.
88	7V135A	Hanson Aggregates NY LLC
89	901111	<b>Award Pending (see Special Note on page 7)</b>
90	902812	Hanson Aggregates NY LLC
91	930713	Hanson Aggregates NY LLC
92	930714	Cobleskill Stone Products, Inc.

A more comprehensive list of projects (including location, unit prices, etc.) can be found at:  
<http://www.ogs.ny.gov/purchase/spg/awards/3155522705Can.htm>

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**SPECIAL NOTE - AWARD PENDING PROJECTS:**

Several OGS Items were given a temporary Award Pending status due to some unresolved funding issues. Those OGS Items will keep that Award Pending status until OGS – NYS Procurement publishes a Purchasing Memorandum notifying that the funding issues have been resolved and informing of the Awardee’s name and the unit prices for each of those OGS Items. Any project with an Award Pending status cannot be executed until the pertinent Purchasing Memorandum is issued by OGS – NYS Procurement.

**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.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

**NYSPRO'S DISPUTE RESOLUTION POLICY:**

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

**CONTRACT PERIOD AND RENEWALS:**

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

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

**SHORT TERM EXTENSION:**

Any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the Contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

**CANCELLATION FOR CONVENIENCE**

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

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**DIESEL EMISSION REDUCTION ACT OF 2006:**

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

The Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities. The Law provides a list of exempted vehicles. Regulations provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

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

**MERCURY-ADDED CONSUMER PRODUCTS:**

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information:  
<http://www.dec.ny.gov/chemical/8512.html>.

**IRAN DIVESTMENT ACT**

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

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

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

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

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

**NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A, OGS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises:

Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

**Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

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

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Business Participation Opportunities for MWBEs**

For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded Contractors. Contractors are, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. To locate MWBEs, the Directory of Certified Businesses can be viewed at <http://www.esd.ny.gov/MWBE/directorySearch.html>.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

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

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**CONTRACTOR INSURANCE:**

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

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

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

**The OCP insurance required shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.**

\* Contractor shall provide written proof of such coverage to the Authorized User prior to commencement of work at the Pre-paving/Pre-production conference

(continued)

**CONTRACTOR INSURANCE: (Cont'd)**

All insurance coverage must meet the following additional requirements:

- 1) All insurance required shall be obtained at the sole cost and expense of the Contractor, and shall be primary and non-contributing to any insurance, self-retention or self-insurance maintained by the Authorized User.
- 2) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self-insured retention is subject to approval by The New York State Office of General Services ("OGS").
- 3) The requisite insurance may be provided through a policy or policies of insurance which may be primary and/or excess including umbrella policies, but must be placed with an Insurer rated "A-" Class "VII" or better by the A.M. Best Company, Inc. If, during the term of the policy, an Insurer's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an Insurer rated at least "A-" Class "VII" by the A.M. Best Company, Inc. Any excess policy must follow the requirements set forth in the New York State Insurance Law for such coverage.
- 4) Contractors shall provide The New York State Office of General Services ("OGS") with updated Certificates of Insurance and as applicable amendatory endorsements at least thirty (30) days prior to the expiration or renewal date of a policy.
- 5) The insurance provided shall include an endorsement indicating that the policy and any endorsements may not be cancelled without thirty (30) days prior written notice to The New York State Office of General Services ("OGS"). In the event that the cancellation is due to non-payment of premium, ten (10) days prior written notice shall be provided.
- 6) The insurance provided shall include a blanket or specific "Waiver of Subrogation" endorsement waiving any right to recover 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.

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

(continued)

**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.

**USE OF RECYCLED OR REMANUFACTURED MATERIALS:**

New York State, as a member of the Council of Great Lakes Governors, supports and encourages Vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

**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.

(continued)

**ESTIMATED QUANTITIES:**

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

**DELIVERY:**

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

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

**Delivery Ticket** - A delivery ticket shall be provided with each load of bituminous material and filler for joints stating the following:

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

**Quantity Received** - It is the responsibility of the agency to ascertain quantities shipped are accurate to the delivery ticket. Each vehicle should be checked for product upon arrival and prior to departure.

**PRICE:** **General** - Clause 24B of the General Specifications has been modified to read:

Price is be net per ton, furnished, delivered, dumped into approved spreading machines, placed, and compacted totally by the Contractor. The existing bituminous concrete surface (and any surfaces included in this contract that will be overlaid by this contract) shall be treated with tack coat. **Tack coat shall be paid under its own item.** The price for the tack coat includes furnishing, delivering, and applying the tack coat as indicated. Price adjustments, if any, will be calculated on the basis of the material actually furnished.

The Contractor is to furnish all necessary labor and equipment to complete the indicated projects except that the State will supervise and control the operation. Permanent pavement striping will be the responsibility of the State upon completion of the paving after the Contractor has vacated the project site. The equipment supplied to place the hot mix asphalt shall meet the requirements of Section 402 of the New York State Department of Transportation Standard Specifications. The equipment supplied to place the tack coat shall meet the requirements of Section 407 of the New York State Department of Transportation Standard Specifications.

Hot mix asphalt pavers shall meet the requirements of Sub-Section 402-3.02, Hot Mix Pavers, of the New York Department of Transportation Standard Specifications. Compaction equipment shall meet the requirements of Sub-Section 402-3.04, Rollers of the Specification. All necessary operators shall be supplied along with the hot mix asphalt paver, rollers and distributor.

The approved hot mix asphalt pavers shall be capable of simultaneously paving the travel lanes and the shoulders as indicated in the Project Dimensions Table. All personnel supplied for the paving shall be qualified and experienced in hot mix asphalt paving.

(continued)

GENERAL INFORMATION (Cont'd)

PRICE: (Cont'd)

ASPHALT PRICE ADJUSTMENTS:

1. Asphalt price adjustments allowed will be based on the **November 1, 2012** average of the F.O.B. terminal price **per ton** of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price) **for the hot mix asphalt and tack coat.**

**The November 1, 2012 average is \$582.000.**

The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

**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 pre-approved sources discontinue posting a price for asphalt cement, the base average F.O.B. terminal **price shall not be recalculated.**

2. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the "Adjustment Date", during the contract period. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month following the adjustment date.
3. The unit prices per ton of hot mix asphalt (HMA) and per gallon of tack coat purchased from any award based on this specification will be subject to adjustment based on the following formulae:

**Hot Mix**

Price Adjustment (per ton)	=	$\left( \frac{\text{New Monthly Average FOB Terminal Price}}{\text{Base Average FOB Terminal Price}} - 1 \right)$	X	Total % Asphalt Plus Fuel Allowance
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**Tack Coat**

Price Adjustment (per gallon)	=	$\frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average FOB Terminal Price}}{235}$	X	Total % Asphalt Plus Fuel Allowance
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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 is 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 is as determined by the New York State Department of Transportation as of **November 1, 2012.**

(continued)

GENERAL INFORMATION (Cont'd)

PRICE: (Cont'd)

ASPHALT PRICE ADJUSTMENTS: (Cont'd)

TOTAL % ASPHALT PLUS FUEL:

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

Item	% Asphalt	+Fuel Allowance	Total % Asphalt Plus Fuel
402.017902	****	1	****
402.018902	****	1	****
402.058902	8.25	1	9.25%
402.068X0118	6.70	1	7.70%
402.09XX02	6.20	1	7.20%
402.12XX02	5.50	1	6.50%
402.19XX02	4.90	1	5.90%
407.0102 Diluted Tack Coat	40.00	0.2	40.20%
407.0103 Straight Tack Coat	55.00	0.2	55.20%

\*\*\*\*The conversion factor for Truing & Leveling will be computed separately using the conversion factors for the individual mixtures used.

<p><b>EXAMPLE: Item 402.09XX02</b> Base Avg. Price = \$582.000 New Avg. Price = \$682.000 Total % Asphalt Plus Fuel = 7.20%</p>	$(\$682.000 - \$582.000) \times 0.072 = +\$7.200 \text{ per ton}$
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<p><b>EXAMPLE: Item 407.0102 Diluted Tack</b> Base Avg. Price = \$582.000 New Avg. Price = \$592.000 Total % Asphalt Plus Fuel = 40.20%</p>	$\frac{\$592.000 - \$582.000}{235} \times 0.402 = +\$0.017 \text{ per gallon}$
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**+Fuel Allowance represents allowance for energy (fuel, electricity, natural gas) used in the production of asphalt. It is a cost associated with the product and not intended to represent any trucking or hauling of product.**

Positive Price Adjustment number shall be added to original per ton/gallon Price.  
Negative Price Adjustment number shall be subtracted from original per ton/gallon Price.

4. Work performed after the expiration of the contract, where no extension has been granted, resultant from purchase orders placed prior to expiration of the contract will receive the asphalt price adjustments applicable in effect during the last month of the contract.  
  
Asphalt price adjustments for any contracts that are extended will be based on the new average for the month in which the work is done applying the same base established for that contract.
5. Asphalt price adjustments allowed by this contract shall be calculated and applied to the original prices. There will not be asphalt price adjustments unless the change amounts to more than \$0.10 per ton from the original price for the hot mix and \$0.0150 per gallon for the tack coat. 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 the 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.

(continued)

GENERAL INFORMATION (Cont'd)

**PAYMENT:**

Payment shall be made at contract prices per net ton for the actual quantity of material placed by the Contractor. Payment shall be made at the contract price per gallon for the actual quantity of tack coat placed by the Contractor. Payment adjustments will be applied in Quality Units for all applicable mixes as described in Sub-Section 401-4 and 402-4.

The following Index Prices shall be used for all projects contained in this contract:

**QUALITY UNIT INDEX PRICES**

<u>Region</u>	<u>Index Price (\$/Quality Unit)</u>
1	\$70
2	\$75
3	\$80
4	\$70
5	\$75
6	\$75
7	\$75
8	\$90
9	\$70
10	\$110
11	\$105

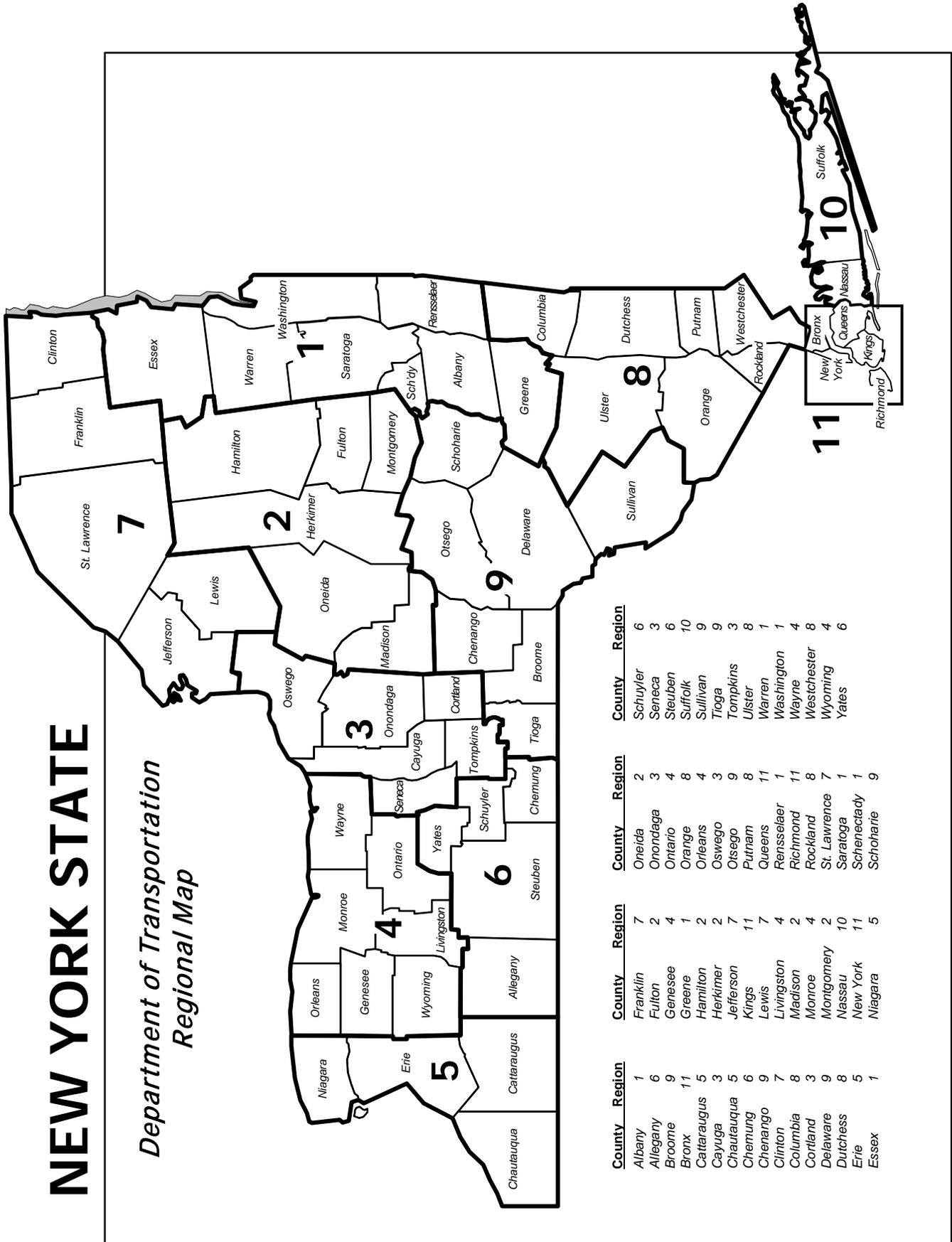
**SITE VISIT:**

Contractors shall examine the sites of the projects and become fully knowledgeable of the quantities, character, location and other conditions affecting the work to be performed; including the existence of poles, wires, ducts, conduits, and other facilities and structures of municipal and other public service corporations on, over, or under the site. No claim will be made against the State due to reliance upon any estimates, test or other representations made by an officer or agent of the State with respect to the work to be performed.

(continued)

# NEW YORK STATE

## Department of Transportation Regional Map



County	Region	County	Region	County	Region	County	Region	County	Region
Albany	1	Franklin	7	Oswego	9	Schuyler	6	Sullivan	8
Allegany	6	Fulton	2	Oneida	2	Seneca	3	Ulster	8
Broome	9	Livingston	4	Onondaga	3	Steuben	4	Washington	1
Bronx	11	Genesee	1	Ontario	4	Orange	8	Wayne	4
Cattaraugus	5	Hamilton	2	Orleans	4	Suffolk	10	Westchester	8
Cayuga	3	Herkimer	2	Oswego	3	Sullivan	9	Wyoming	4
Chautauqua	5	Jefferson	7	Otsego	9	Tioga	9	Yates	6
Chemung	6	Kings	11	Putnam	8	Tompkins	3		
Chenango	9	Lewis	7	Rockland	11	Ulster	8		
Clinton	7	Livingston	4	Rensselaer	1	Warren	1		
Columbia	8	Madison	2	Richmond	11	Washington	1		
Cortland	3	Monroe	4	Rockland	8	Wayne	4		
Delaware	9	Montgomery	2	St. Lawrence	7	Westchester	8		
Dutchess	8	Nassau	10	Saratoga	1	Wyoming	4		
Erie	5	New York	11	Schenectady	1				
Essex	1	Niagara	5	Schoharie	9				

(continued)

GENERAL INFORMATION (Cont'd)

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

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

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

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:

<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt&id=723460>

Enter **2013003649**, the applicable Prevailing Wage Rate Schedule for this project, in the PRC# field and press the "Enter" key or click on "Submit". Next, click on "Wage Schedule" beneath the header. This schedule may require several minutes to open.

For Prevailing Wage Updates, use the following DOL link:

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

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

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

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

Referring to the following tables, enter the applicable WD# in the "Select DBA by number" field on the web page and click "Search".

COUNTY	WD #
Albany	HWY-NY2
Allegany	HWY-NY47
Bronx	HWY-NY3
Broome	HWY-NY4
Cattaraugus	HWY-NY8
Cayuga	HWY-NY36
Chautauqua	HWY-NY8
Chemung	HWY-NY5
Chenango	HWY-NY4
Clinton	HWY-NY6
Columbia	HWY-NY2
Cortland	HWY-NY42
Delaware	HWY-NY21
Dutchess	HWY-NY7
Erie	HWY-NY8
Essex	HWY-NY6
Franklin	HWY-NY35
Fulton	HWY-NY2
Genesee	HWY-NY29
Greene	HWY-NY2
Hamilton	HWY-NY46

COUNTY	WD #
Herkimer	HWY-NY31
Jefferson	HWY-NY9
Kings	HWY-NY3
Lewis	HWY-NY9
Livingston	HWY-NY30
Madison	HWY-NY15
Monroe	HWY-NY10
Montgomery	HWY-NY2
Nassau	HWY-NY12
New York	HWY-NY3
Niagara	HWY-NY11
Oneida	HWY-NY14
Onondaga	HWY-NY16
Ontario	HWY-NY32
Orange	HWY-NY7
Orleans	HWY-NY34
Oswego	HWY-NY38
Otsego	HWY-NY37
Putnam	HWY-NY25
Queens	HWY-NY3
Rensselaer	HWY-NY2

COUNTY	WD #
Richmond	HWY-NY3
Rockland	HWY-NY20
Saratoga	HWY-NY2
Schenectady	HWY-NY2
Schoharie	HWY-NY2
Schuyler	HWY-NY5
Seneca	HWY-NY40
St Lawrence	HWY-NY9
Steuben	HWY-NY18
Suffolk	HWY-NY12
Sullivan	HWY-NY7
Tioga	HWY-NY45
Tompkins	HWY-NY24
Ulster	HWY-NY7
Warren	HWY-NY39
Washington	HWY-NY2
Wayne	HWY-NY44
Westchester	HWY-NY17
Wyoming	HWY-NY41
Yates	HWY-NY33

(continued)

GENERAL INFORMATION (Cont'd)

PREVAILING WAGE RATES - FEDERALLY FUNDED PUBLIC WORKS CONTRACTS: (Cont'd.)

**WORKER NOTIFICATION – A9052; S6240**

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub\*. It also requires contractors and subcontractors to post a notice at the beginning of 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).

MATERIAL DESCRIPTIONS:

The following are the material descriptions of Superpave HMA items that may be included in this contract:

402.017902	Truing & Leveling F9, 70 Series Compaction
402.018902	Truing & Leveling F9, 80 Series Compaction
402.058902	Shim Course F9
402.096102	9.5 F1, 60 Series Compaction
402.096202	9.5 F2, 60 Series Compaction
402.096302	9.5 F3, 60 Series Compaction
402.097102	9.5 F1, 70 Series Compaction
402.097202	9.5 F2, 70 Series Compaction
402.097302	9.5 F3, 70 Series Compaction
402.098302	9.5 F3, 80 Series Compaction
402.098902	9.5 F9, Shoulder Course, 80 Series Compaction
402.126102	12.5 F1, 60 Series Compaction
402.126202	12.5 F2, 60 Series Compaction
402.126302	12.5 F3, 60 Series Compaction
402.127102	12.5 F1, 70 Series Compaction
402.127202	12.5 F2, 70 Series Compaction
402.127302	12.5 F3, 70 Series Compaction
402.128902	12.5 F9, Shoulder Course, 80 Series Compaction
402.196902	19 F9, 60 Series Compaction
402.197902	19 F9, 70 Series Compaction
402.256902	25 F9, 60 Series Compaction
402.257902	25 F9, 70 Series Compaction
402.06810118	6.3 F1, Superthin HMA, 80 Series Compaction
402.06820118	6.3 F2, Superthin HMA, 80 Series Compaction
402.06830118	6.3 F3, Superthin HMA, 80 Series Compaction

(continued)

GENERAL INFORMATION (Cont'd)

PRE-PAVING CONFERENCE

The Contractor shall schedule a Pre-Paving Conference with the affected Resident Engineer within one month after the award of the Contract and at least two weeks prior to the start of paving. At this conference the Contractor shall present Certificates of Insurance evidencing compliance with the additional insurance requirements, their proposed paving schedule, equipment, proposed tack coat application procedure and paving procedure, and Work Zone Traffic Control Plan to the State for approval. At least one week prior to the start of paving, the Contractor shall coordinate the details of the paving with the Resident Engineer.

SUPERVISION:

The Department of Transportation shall provide supervision for the paving operation. The Resident Engineer shall designate a Paving Supervisor and that person shall be in responsible charge of the operation. The following portions of Section 105 - CONTROL OF WORK of the Standard Specifications shall apply to these projects: 105-01 STOPPING WORK, 105-08 COOPERATION BY THE CONTRACTOR, 105-15 CONTRACTOR'S RESPONSIBILITY FOR WORK.

WORK HOURS:

Work shall not be permitted on Sundays and NYS Legal Holidays. If the contractors desire to work overtime on other days, dispensation from NYS Labor Department must be obtained using Department of Labor Form PW-30 (5/93). Night work is prohibited unless agreed to by the Contractor and NYS Department of Transportation.

RESTORATION OF DISTURBED AREAS:

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

TACK COAT:

The Contractor shall provide and apply bituminous tack coat to all existing hot mix asphalt pavement surfaces to be overlaid in this contract (and to all hot mix asphalt pavement surfaces included in this contract that will be overlaid by this contract). Tack coat shall meet the material requirements in Section 407-2 of the Standard Specifications. The application of tack coat shall comply with Section 407-3 of the Standard Specifications. **Tack coat shall be paid under its own item in gallons.**

CONSTRUCTION DETAILS:

The construction details shall comply with the requirements specified in Subsections 401-3.01, 402-3 and 407-3 of the Standard Specifications. The Paving Supervisor shall have sole responsibility for determining compliance with the specifications. All orders given to the Contractor regarding construction details shall be considered final. **The tack coat application rate shall be 0.03 to 0.06 gallons per square yard as approved by the Paving Supervisor.** The pavement thicknesses and lane and shoulder widths shall be as specified elsewhere in this Contract Award Notification.

ATTENTION

**Special Note - Conditioning:**

The Contractor will not be responsible for the initial conditioning of the existing pavement and shoulder surfaces as described in Section 402-3.05 of the NYSDOT Standard Specifications. Patching, joint repair, crack filling and the initial surface cleaning will be done by NYSDOT forces prior to the VPP project. However, once the VPP overlay placement begins, the Contractor is responsible for keeping the pavement and shoulders clean until the overlay operations are completed, as per Section 633-3.01 of the NYSDOT Standard Specifications.

**Special Note - Shoulder Edge**

The outside edge of shoulder on any course of hot mix asphalt for all projects in this Contract Award Notification shall consist of a one on three tapered section from finished grade to the original surface constructed using a device attached to the screed. Hand work should be minimized. The top of the tapered section shall begin at the dimension indicated in the Project Dimensions table listed elsewhere in this Contract Award Notification. That is, the tapered section will be an additional width of material outside of the paved shoulder width specified in the Project Dimensions table.

(continued)

GENERAL INFORMATION (Cont'd)

CONTRACT BONDS:

The Contractor shall provide the State with a Labor and Materials Bond from a Surety Company listed on the U.S. Department of the Treasury listing of Approved Sureties (Treasury Department Circular 570) and licensed to do business in New York State, and with a minimum rating by A.M. Best of (A-) in the "best's Key Rating Guide". Treasury Department Circular 570 can be found on the U.S. Department of the Treasury website at [www.fms.treas.gov/c570/index.html](http://www.fms.treas.gov/c570/index.html) . The Contractor shall procure and deliver the bond to the State at the Pre-Paving meeting and shall maintain it at its own expense and without expense to the State during the Contract and until three months after the OGS contract ending date. If the contract is extended, the Labor and Materials Bond shall be extended until three months after the new contract ending date. The Surety Company shall append a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by the officers of the Company to the bond.

Labor and Material Bond. The Contractor shall provide a bond in the form prescribed by the Commissioner of the New York State Department of Transportation (NYSDOT), shown in the NYSDOT Standard Specification for Design and Construction, Sub-Section 103-08 Sample Form of Labor and Material Bond, with sufficient sureties, approved by said Commissioner, guaranteeing prompt payment of monies due all persons supplying the Contractor with labor and materials employed and used in carrying out the contract, which bond shall inure to the benefit of the persons supplying such labor and materials. The amount of the Labor and Material Bond shall be 100% of the amount of the total contract bid price.

(continued)

GENERAL INFORMATION (Cont'd)

103-08 SAMPLE FORM OF LABOR AND MATERIAL BOND.

KNOW ALL PERSONS BY THESE PRESENTS, that

(Name of Contractor)

(Address)

(hereinafter called the "Principal") and the

\_\_\_\_\_ a corporation created and existing under the laws of the State of \_\_\_\_\_ having its principal office in the City of \_\_\_\_\_ (hereinafter called the "Surety"), are held and firmly bound unto the People of the State of New York (hereinafter called the "State") by and through its Department of Transportation (hereinafter called the "Department"), in the full and just sum of [Total Contract Bid Price or the "A Portion" of Total Contract Bid Price Dollars (\$.....)] good and lawful money of the United States of America, for payment of which said sum of money, well and truly to be made and done, the said Principal binds itself, its heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain written contract, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ with the Department of Transportation, 50 Wolf Road, Albany, New York 12232.

(Project Description)

In the county/counties of which constitutes Contract No. NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall promptly pay all monies due to all persons furnishing labor or materials to it or its SubContractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect; Provided, however, that the Comptroller of the State of New York having required the said Principal to furnish this bond in order to comply with the provisions of Section 137 of the State Finance Law, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Section to the same extent as if they were copied at length herein; and Further, provided, that the place of trial of any action on this bond shall be in the county in which the said contract was to be performed, or if said contract was to be performed in more than one county then in any such county, and not elsewhere.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its authorized officer, the day and year above written.

Signed and delivered \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of

\_\_\_\_\_  
(Company)

By \_\_\_\_\_ ) Principal  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

By \_\_\_\_\_ ) Surety  
(Signature)

\_\_\_\_\_  
(Title of Authorized Officer)

(The Surety Company shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company to the bond(s).

(continued)

GENERAL INFORMATION (Cont'd)

(Acknowledgment of principal, unless it be a corporation)

STATE OF NEW YORK ss. :

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public

(Acknowledgment of principal, if a corporation)

STATE OF NEW YORK ss. :

COUNTY \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

(Acknowledgment of Surety Company)

STATE OF NEW YORK ss. :

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

State Of New York Office of the Attorney General

I hereby approve the foregoing contract and bond as to form and manner of execution.

(continued)

GENERAL INFORMATION (Cont'd)

**WORK ZONE TRAFFIC CONTROL**

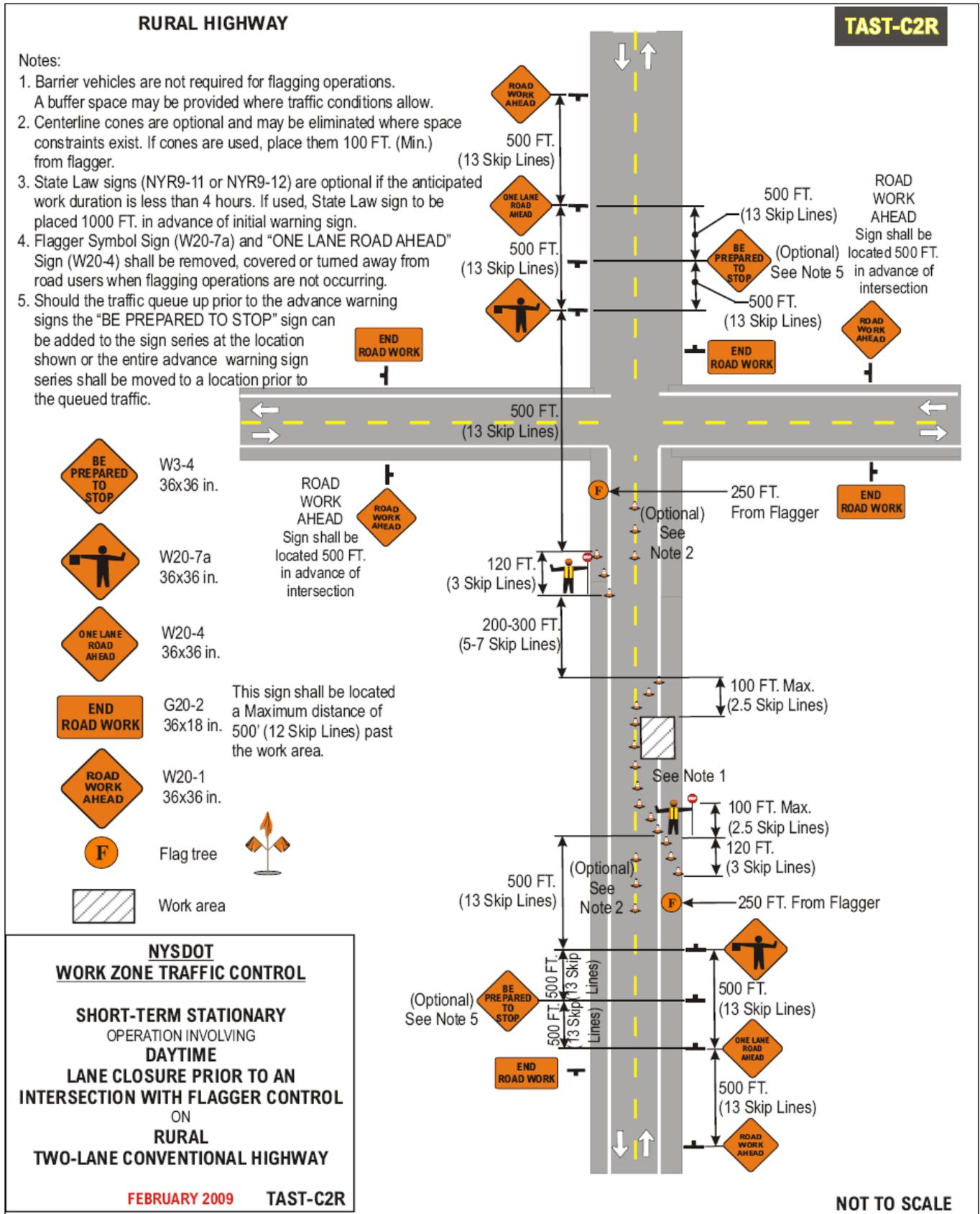
The Contractor shall be responsible for Work Zone Traffic Control. Traffic shall be controlled in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and Sections 619-1 through 619-3 of the Standard Specifications as described herein including modifications to the Standard Specifications.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

All necessary flaggers for Work Zone Traffic Control shall be provided by the Contractor. For two-way roadways, a minimum of three flaggers shall be provided while the paving operation is underway. One shall be stationed at each end of the operation and one shall be stationed with the paver. For one-way roadways, a minimum of two flaggers shall be provided while the paving operation is underway. One shall be stationed at the beginning of the operation and one shall be stationed with the paver. The Contractor shall station flaggers such that communication is maintained between the flaggers. Hand signals, radios, pilot vehicles or some other means of communication may be used subject to the approval of the Resident Engineer.

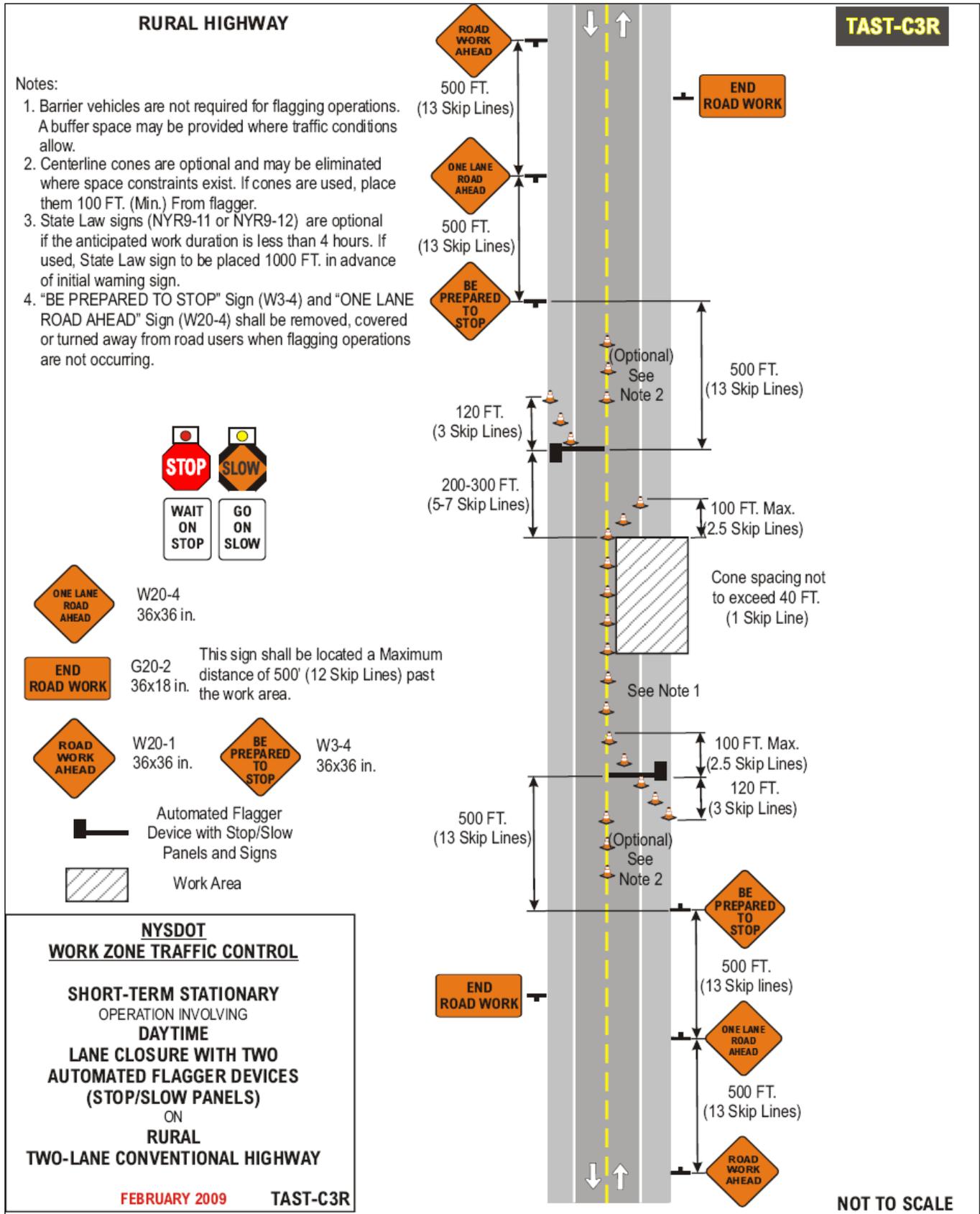
All costs for Work Zone Traffic Control including flagging, temporary pavement marking and/or delineation, and construction signs are included in the price per ton. No separate payment shall be made.

(continued)

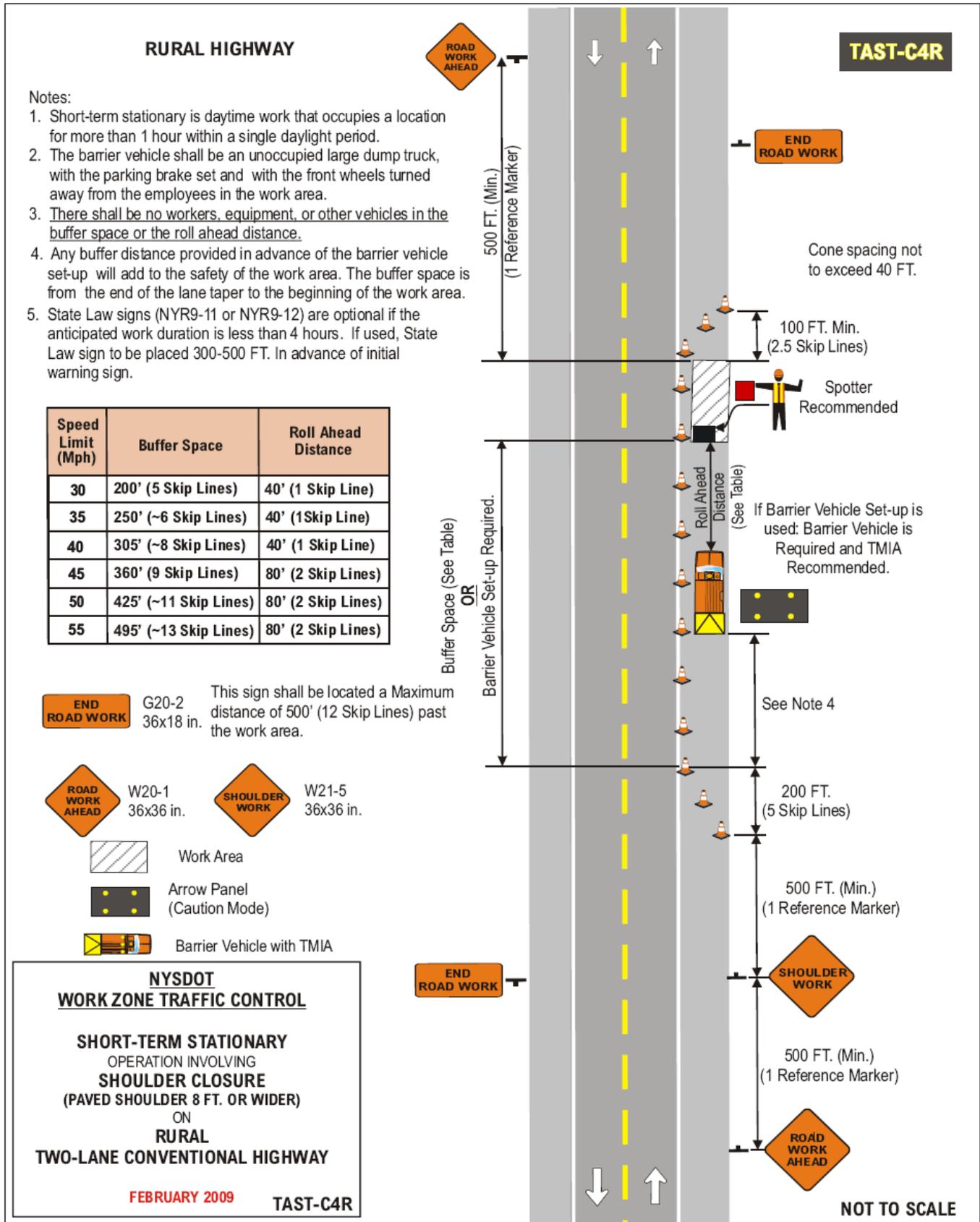




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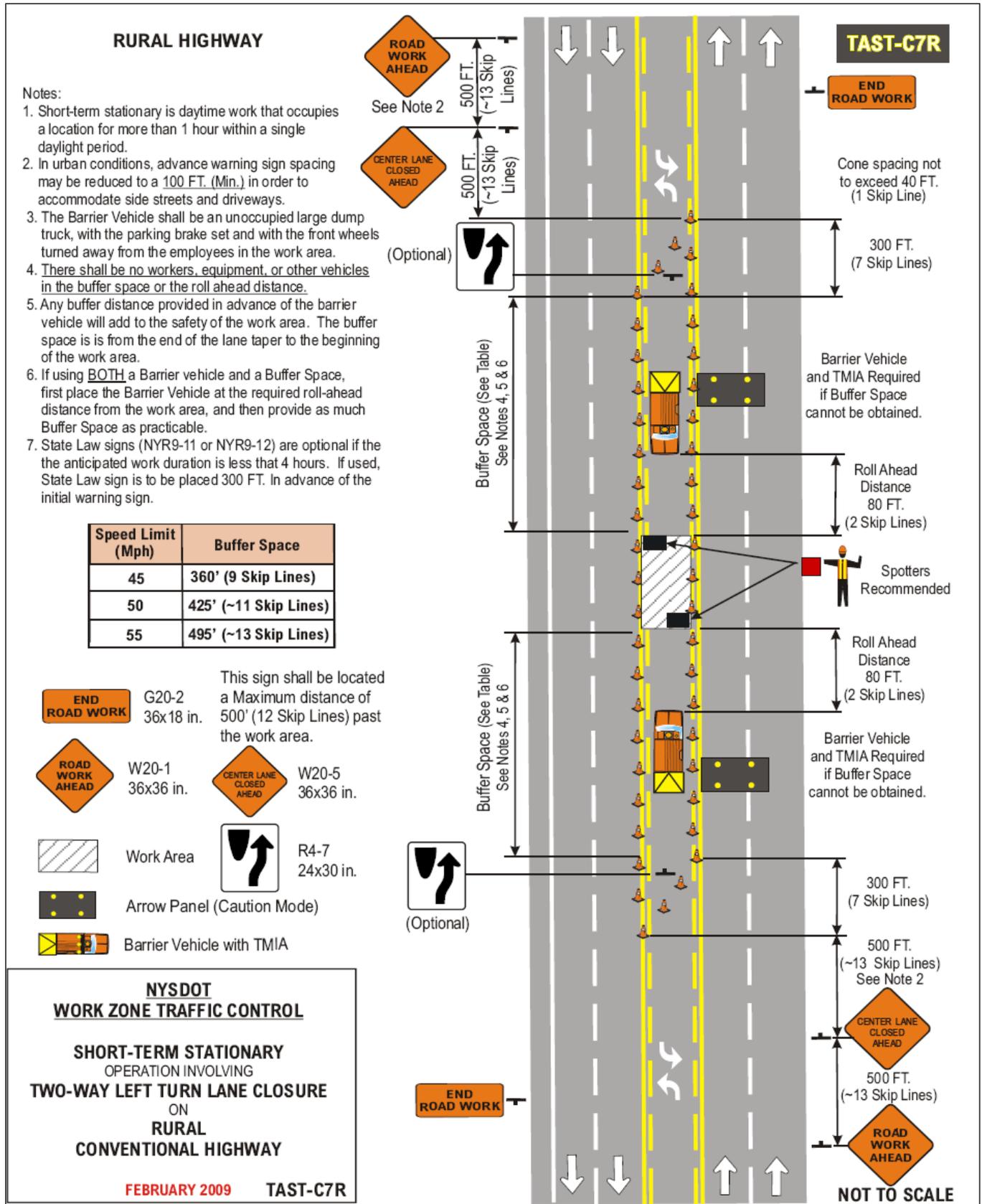


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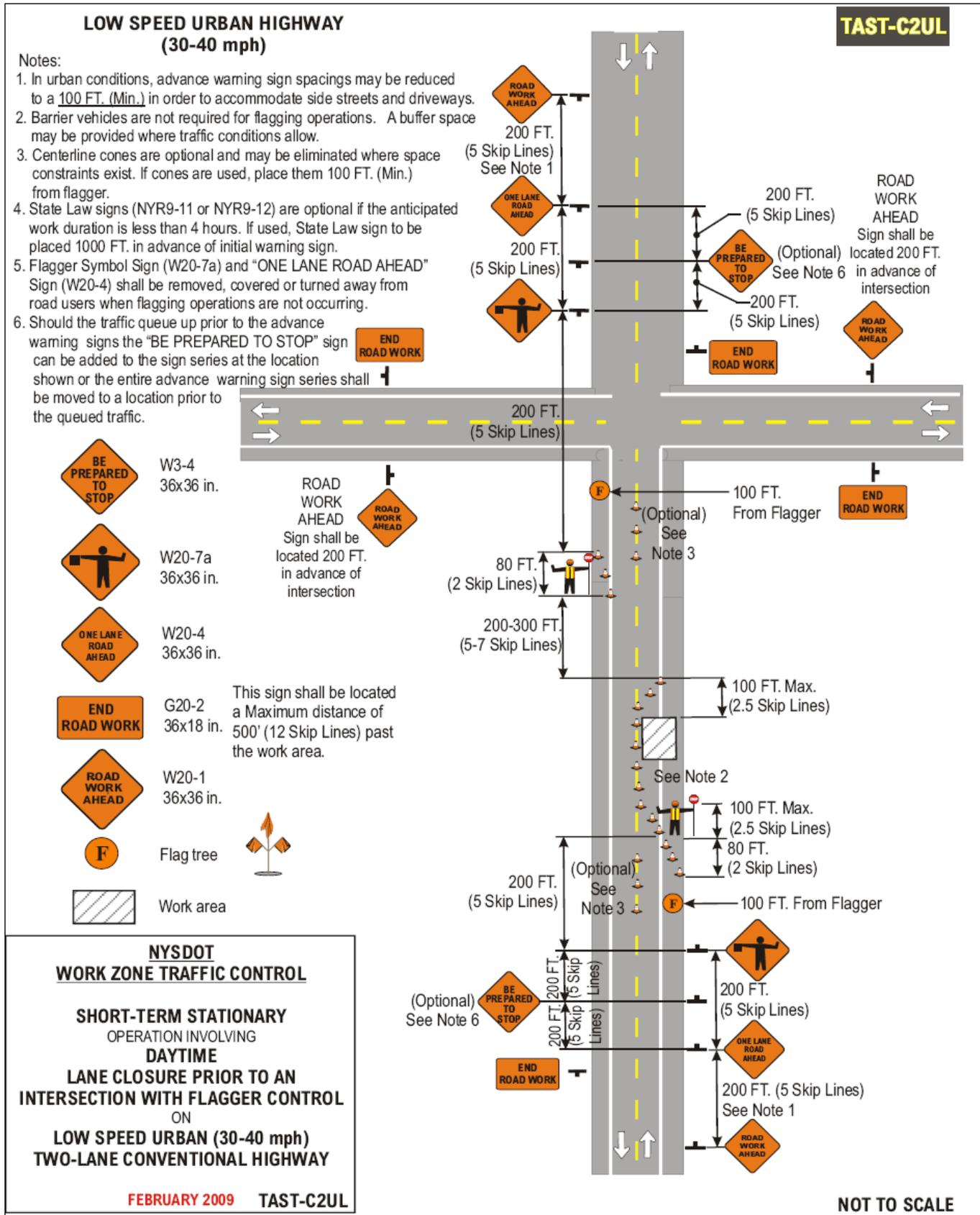
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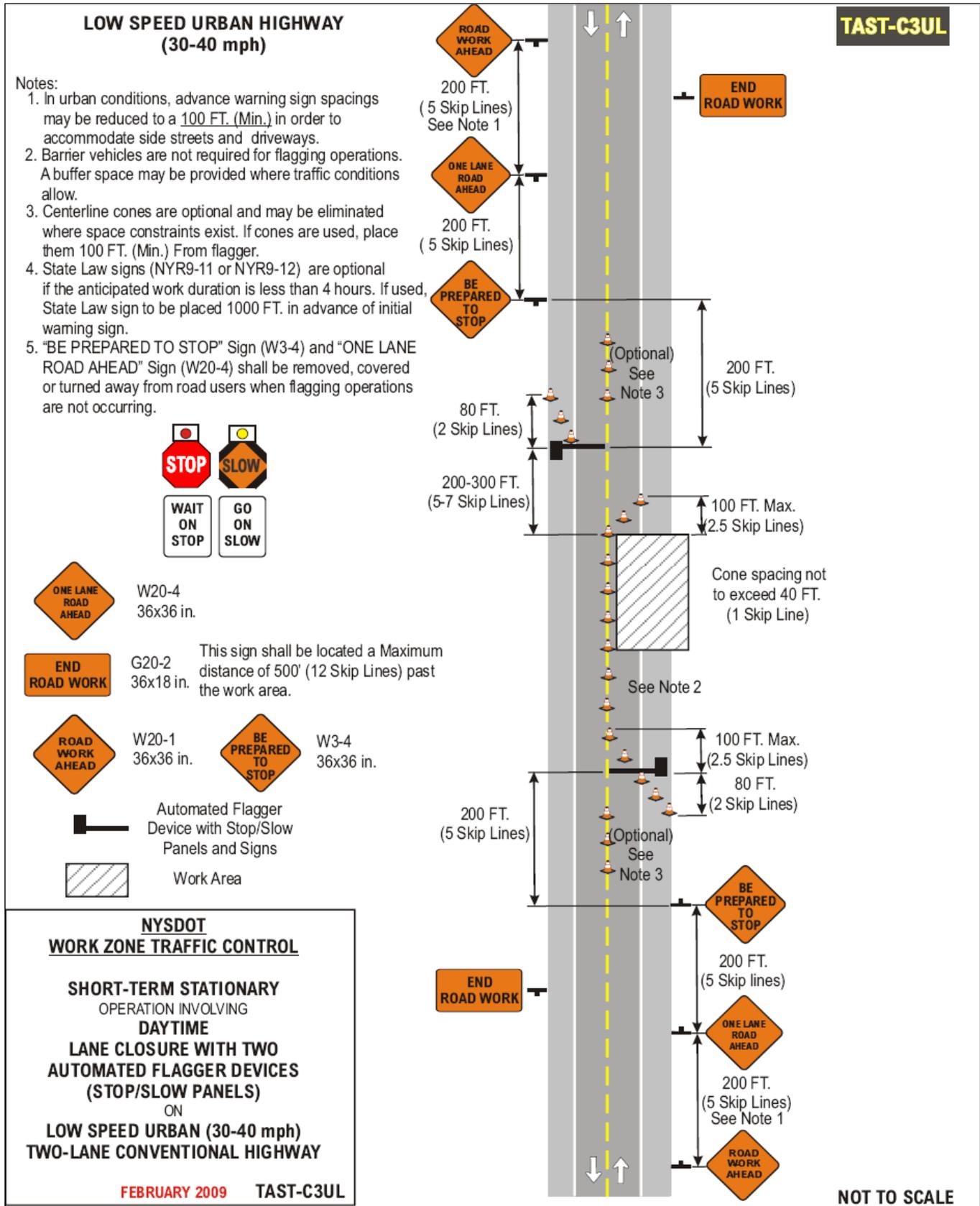


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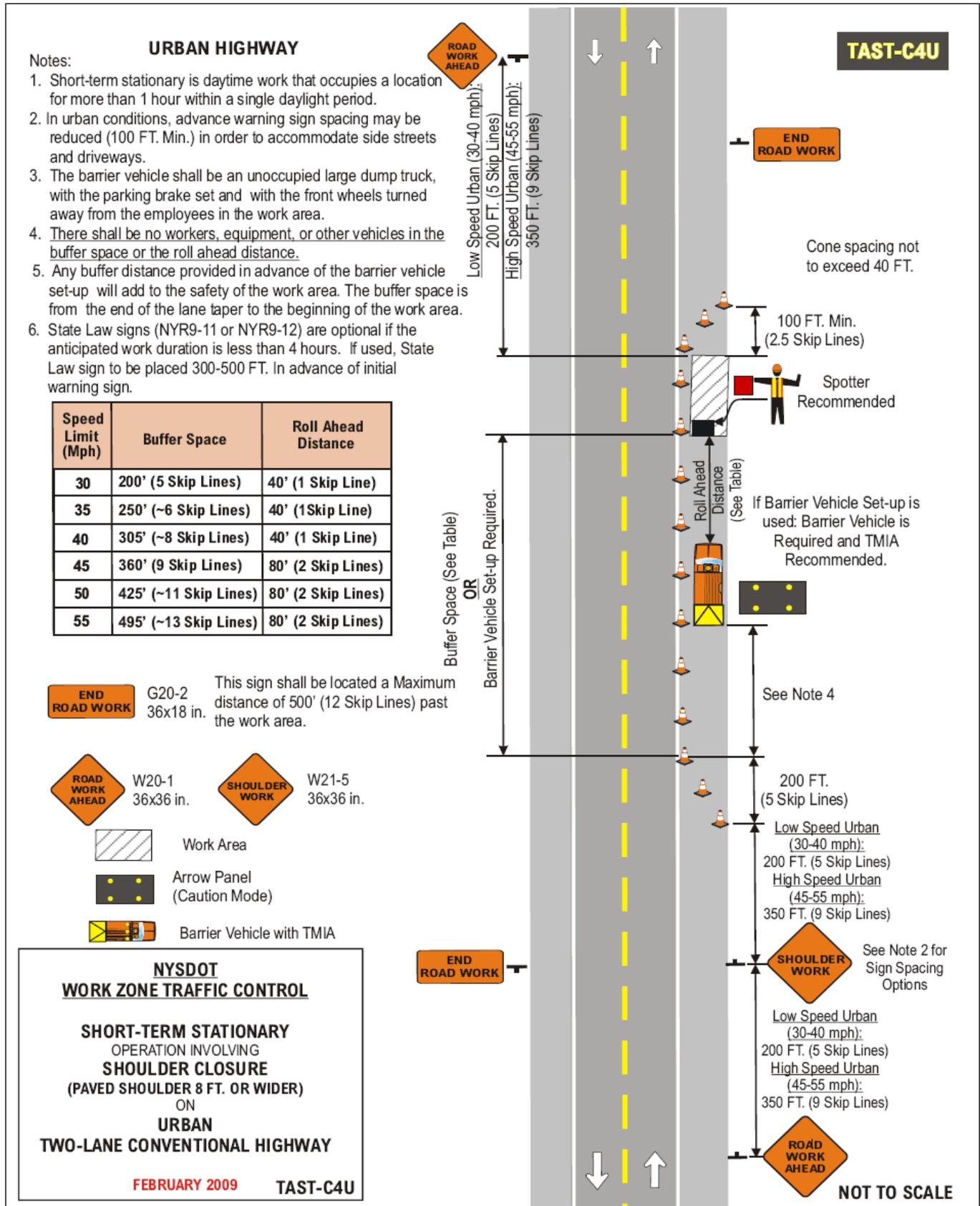




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(continued)

**LOW SPEED URBAN HIGHWAY  
(30-40 mph)**

**TAST-C5UL**

Notes:

1. Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.
2. In urban conditions, advance warning sign spacing may be reduced to a 100 FT. (Min.) in order to accommodate side streets and driveways.
3. The Barrier Vehicle shall be an unoccupied large dump truck, with the parking brake set and with the front wheels turned away from the employees in the work area.
4. There shall be no workers, equipment, or other vehicles in the buffer space or the roll ahead distance.
5. Any buffer distance provided in advance of the barrier vehicle set-up will add to the safety of the work area. The buffer space is from the end of the lane taper to the beginning of the work area.
6. State Law signs (NYR9-11 or NYR9-12) are optional if the anticipated work duration is less than 4 hours. If used, State Law sign is to be placed 300 FT. In advance of the initial warning sign.

Speed Limit (Mph)	Buffer Space
30	200' (5 Skip Lines)
35	250' (~7 Skip Lines)
40	305' (~8 Skip Lines)



G20-2  
36x18 in.  
This sign shall be located a Maximum distance of 500' (12 Skip Lines) past the work area.



W20-1  
36x36 in.



W4-2R  
36x36 in.



NYW8-33  
48x24 in.



W20-5R  
36x36 in.



W1-6L  
48x24 in.



Arrow Panel  
(Caution Mode)

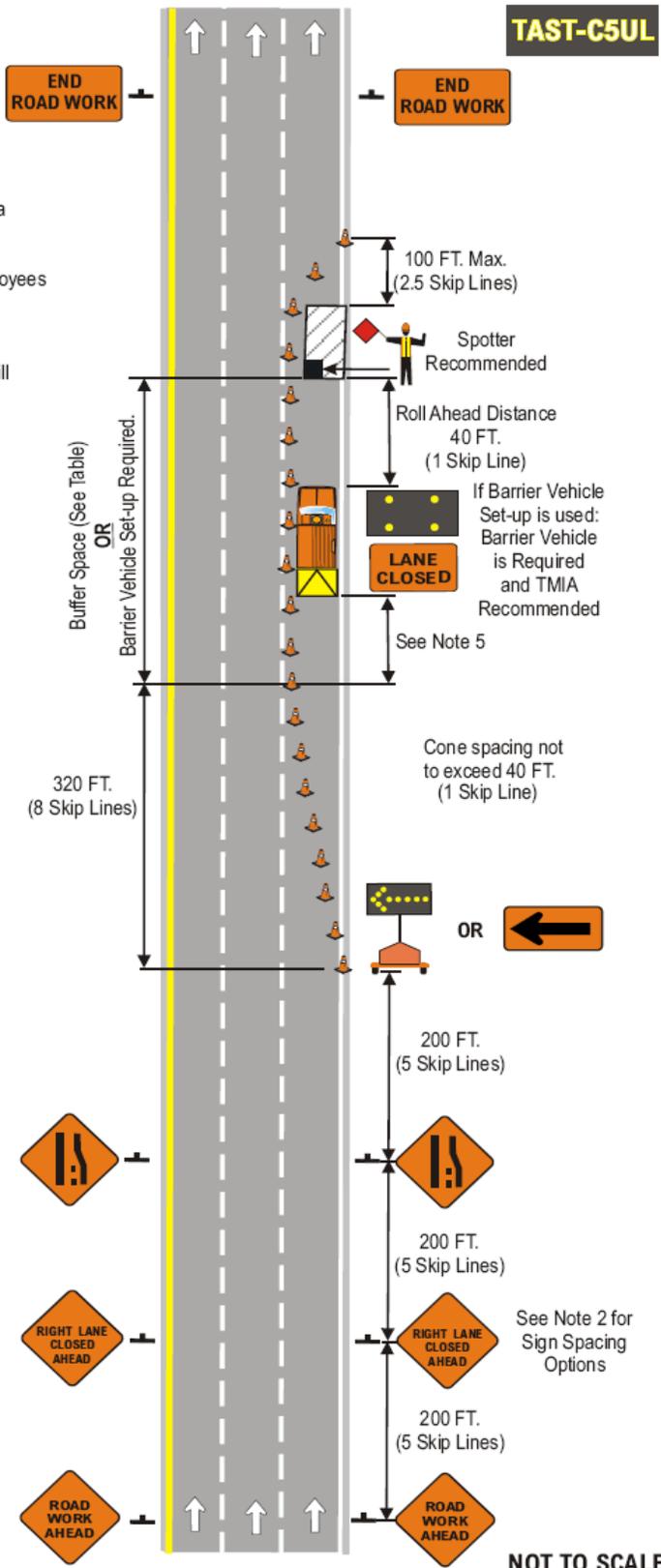


Barrier Vehicle with TMIA

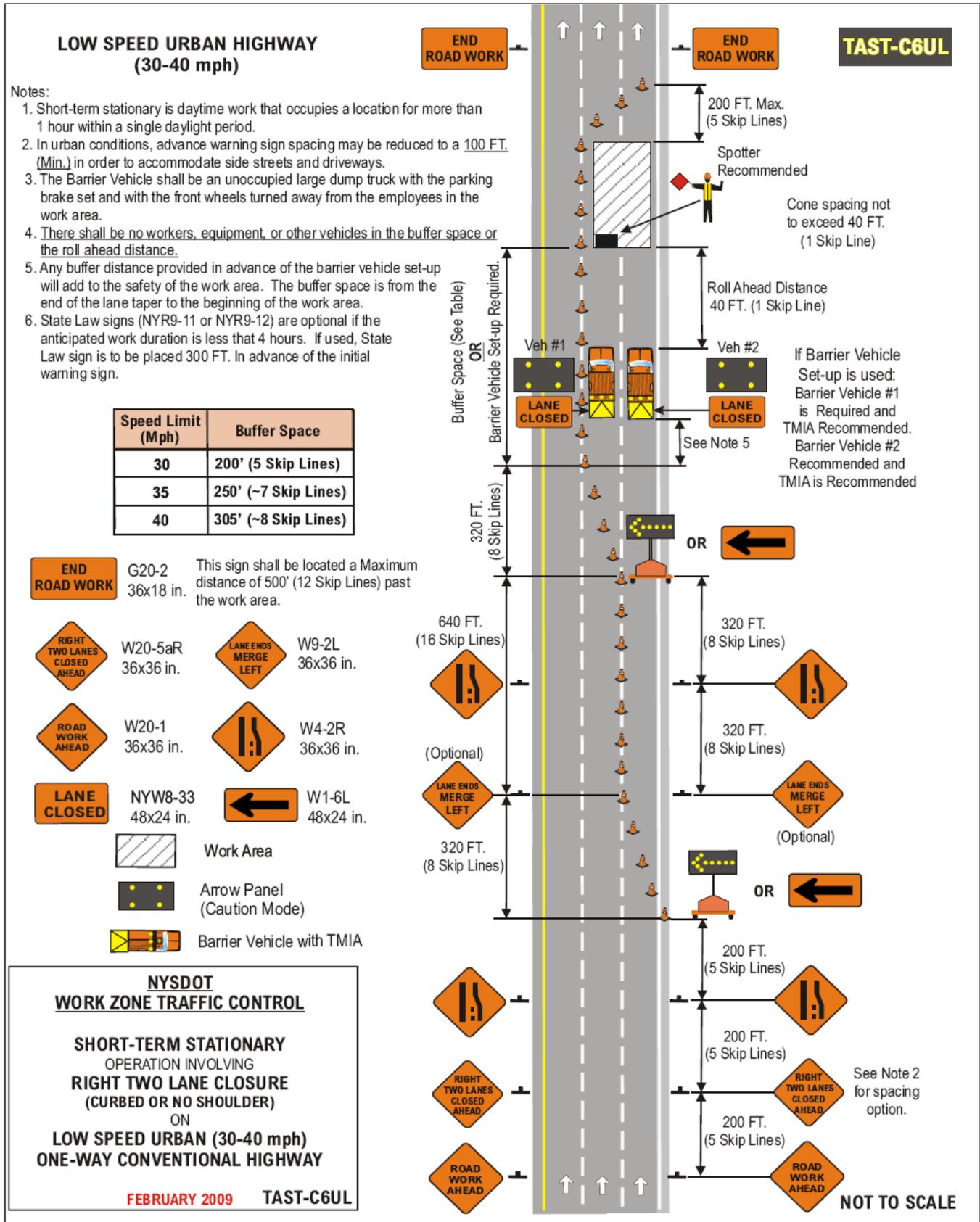
**NYSDOT  
WORK ZONE TRAFFIC CONTROL**

**SHORT-TERM STATIONARY  
OPERATION INVOLVING  
RIGHT LANE CLOSURE  
(CURBED OR NO SHOULDER)  
ON  
LOW SPEED URBAN (30-40 mph)  
ONE-WAY CONVENTIONAL HIGHWAY**

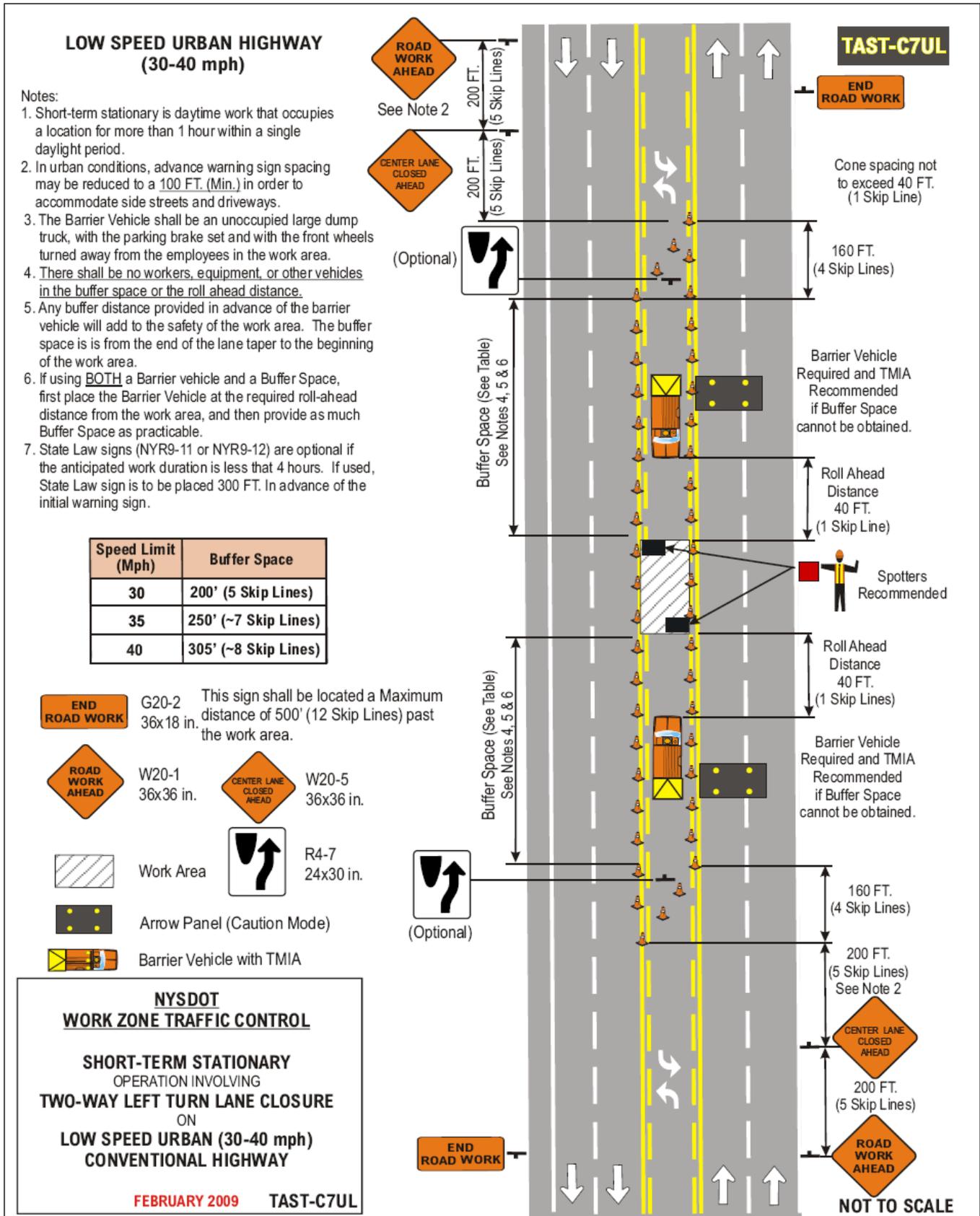
FEBRUARY 2009 TAST-C5UL



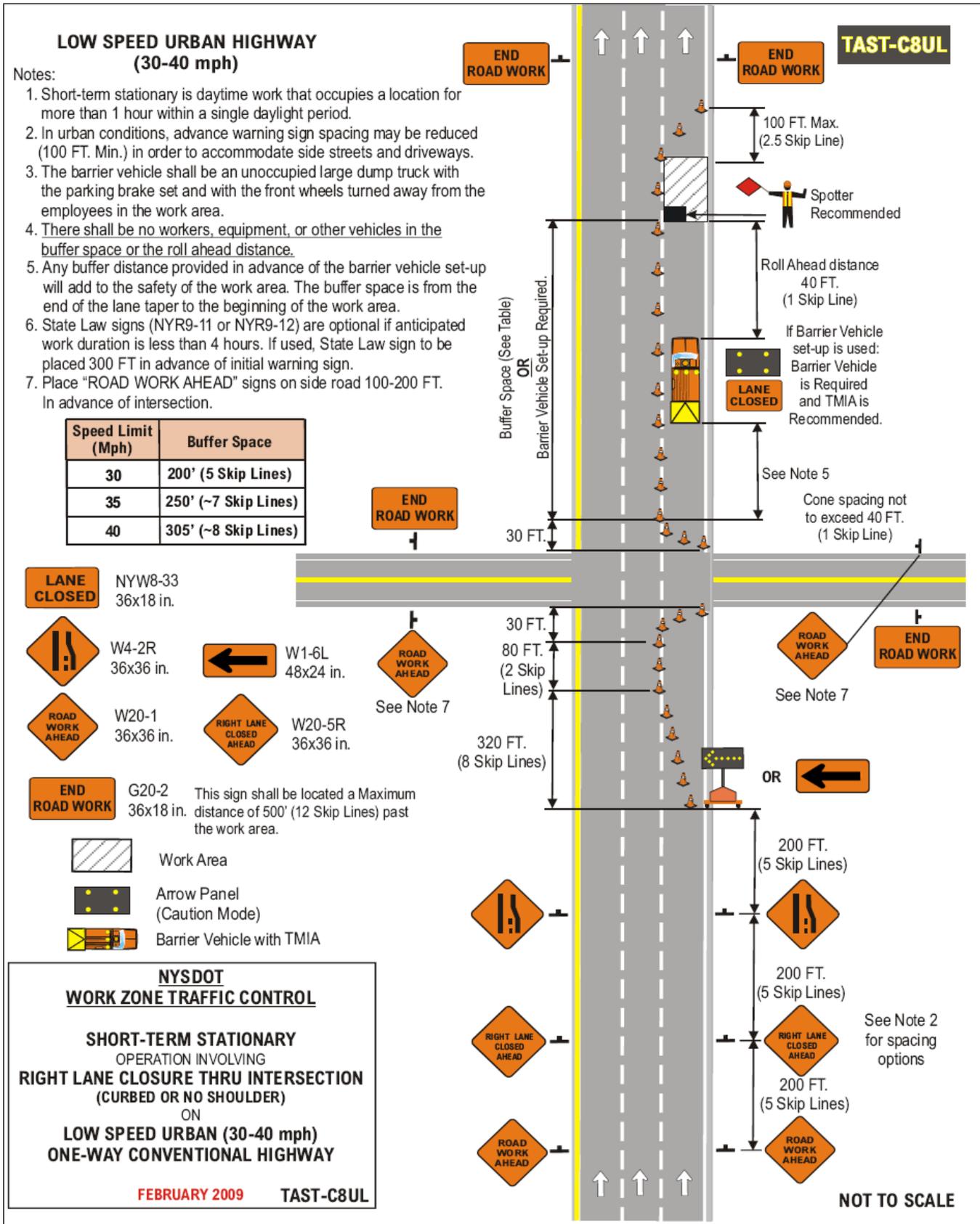
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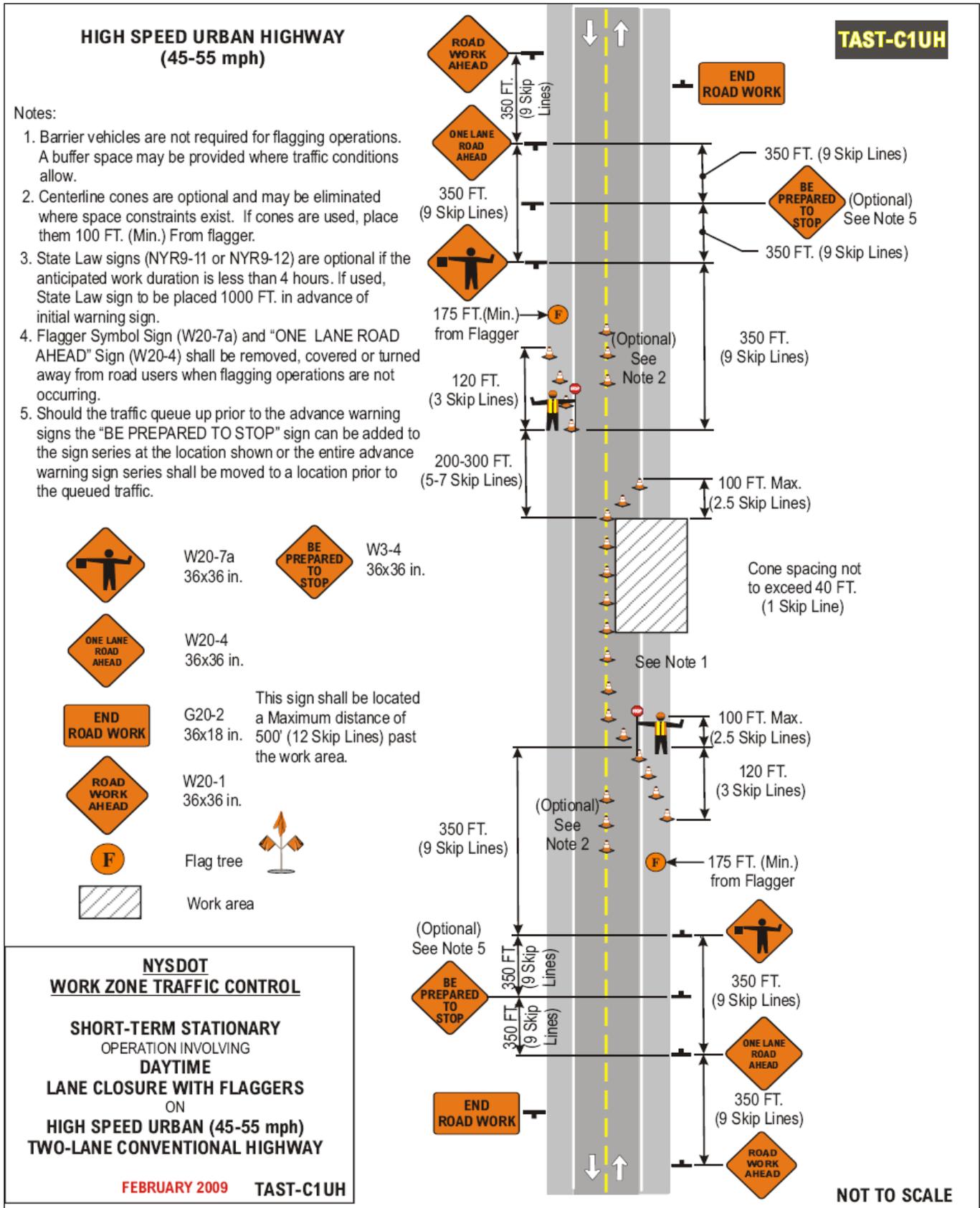
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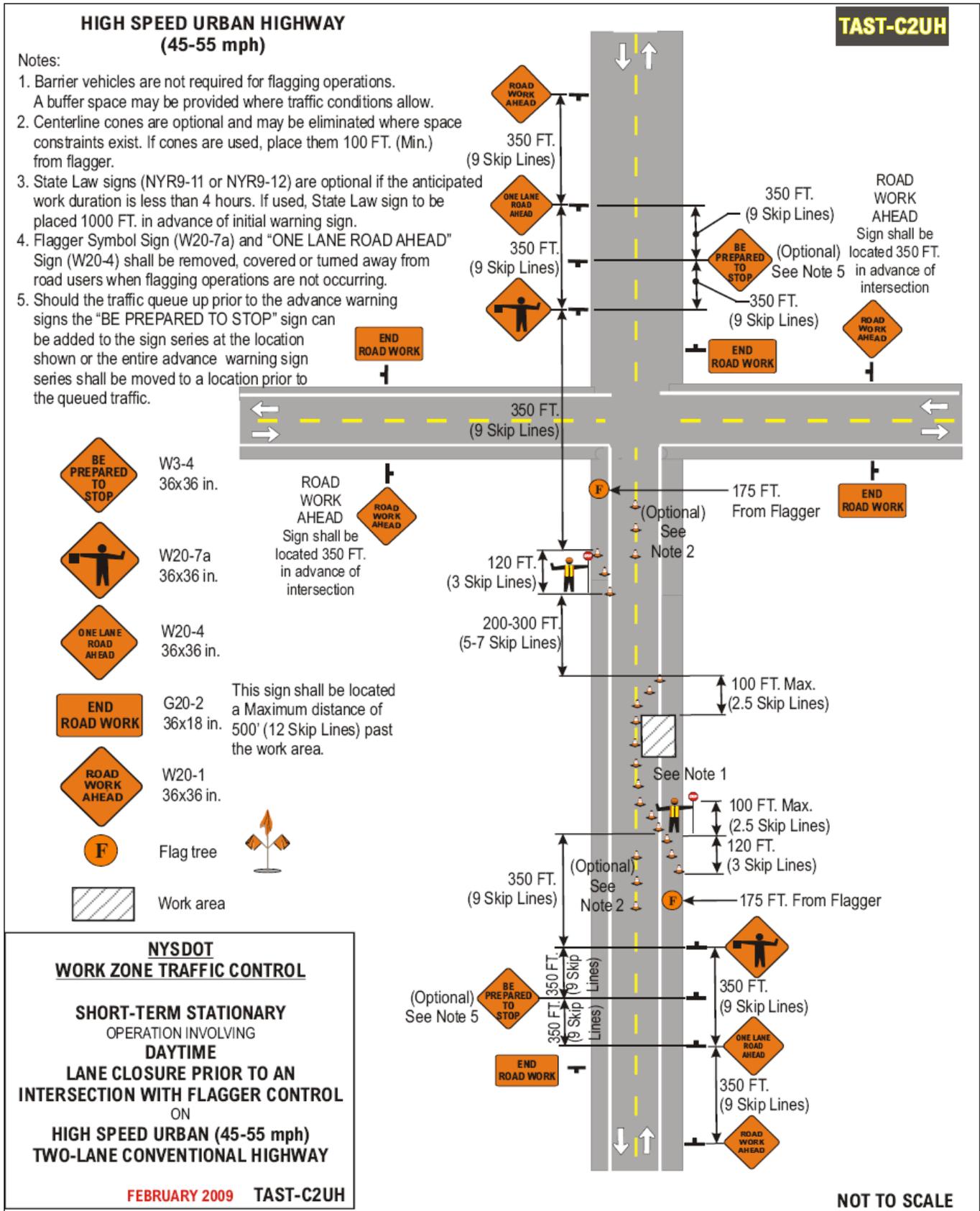
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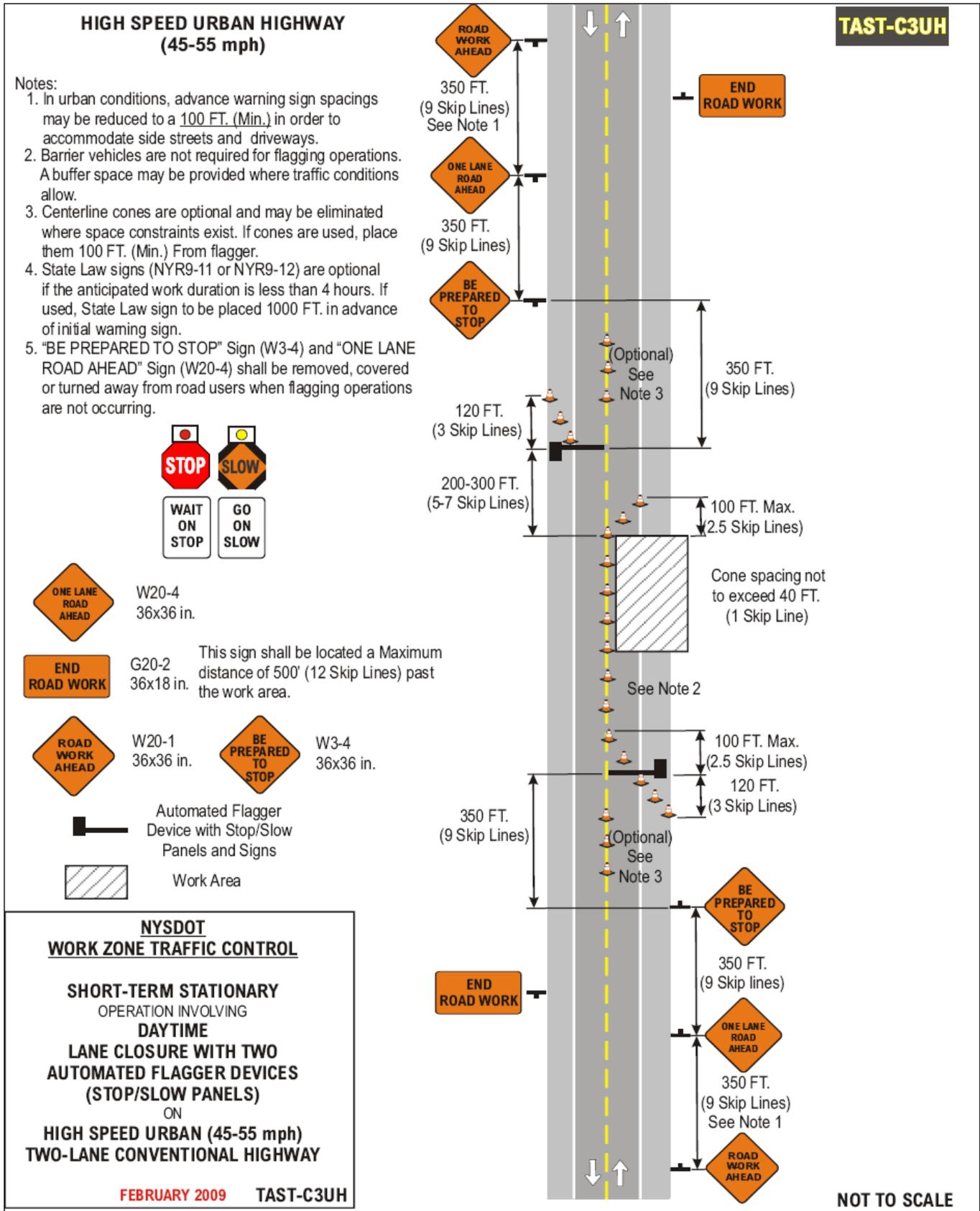
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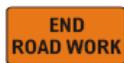
**HIGH SPEED URBAN HIGHWAY  
(45-55 mph)**

**TAST-C5UH**

Notes:

1. Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.
2. In urban conditions, advance warning sign spacing may be reduced to a 100 FT. (Min.) in order to accommodate side streets and driveways.
3. The Barrier Vehicle shall be an unoccupied large dump truck, with the parking brake set and with the front wheels turned away from the employees in the work area.
4. There shall be no workers, equipment, or other vehicles in the buffer space or the roll ahead distance.
5. Any buffer distance provided in advance of the barrier vehicle set-up will add to the safety of the work area. The buffer space is from the end of the lane taper to the beginning of the work area.
6. State Law signs (NYR9-11 or NYR9-12) are optional if the anticipated work duration is less than 4 hours. If used, State Law sign is to be placed 300 FT. In advance of the initial warning sign.

Speed Limit (Mph)	Buffer Space
45	360' (9 Skip Lines)
50	425' (~11 Skip Lines)
55	495' (~13 Skip Lines)



G20-2  
36x18 in.

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



W20-1  
36x36 in.



W4-2R  
36x36 in.



NYW8-33  
48x24 in.



W20-5R  
36x36 in.



W1-6L  
48x24 in.



Arrow Panel  
(Caution Mode)



Barrier Vehicle with TMA

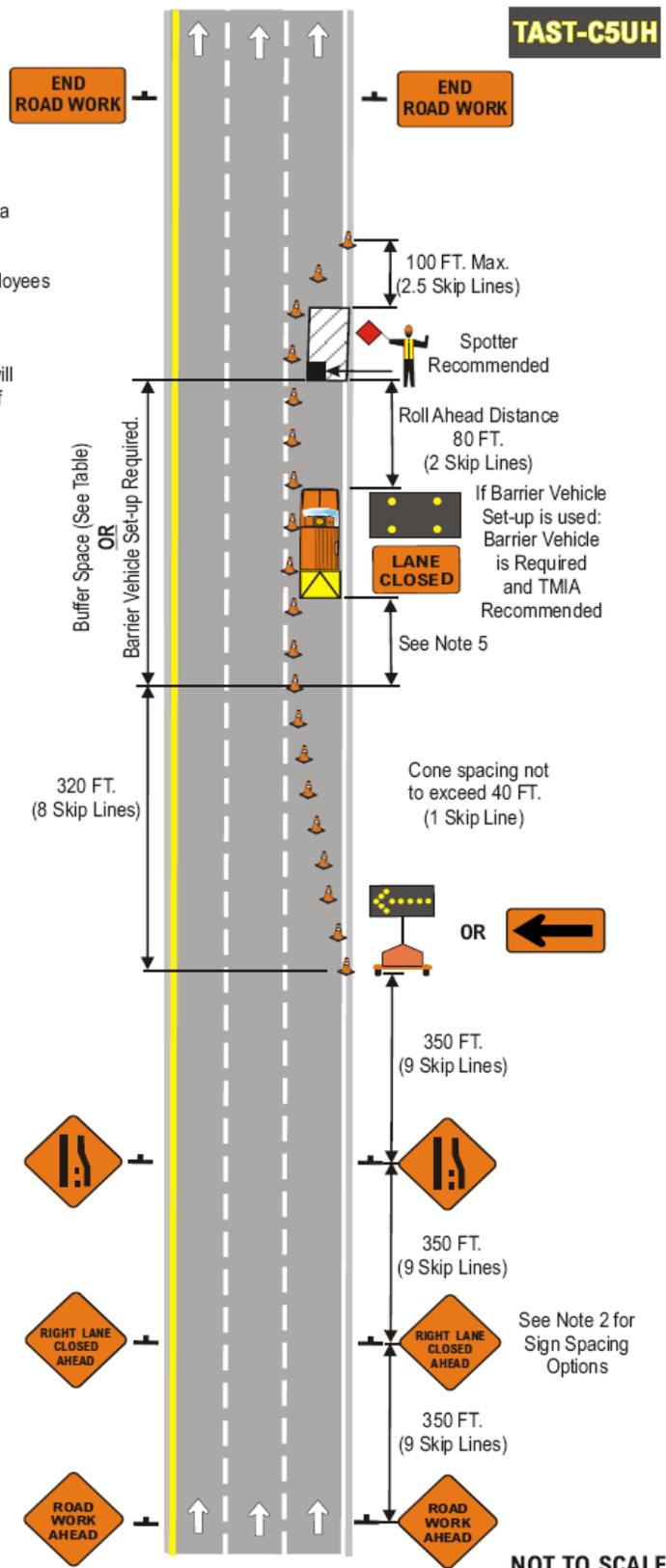


Work Area

**NYSDOT  
WORK ZONE TRAFFIC CONTROL**

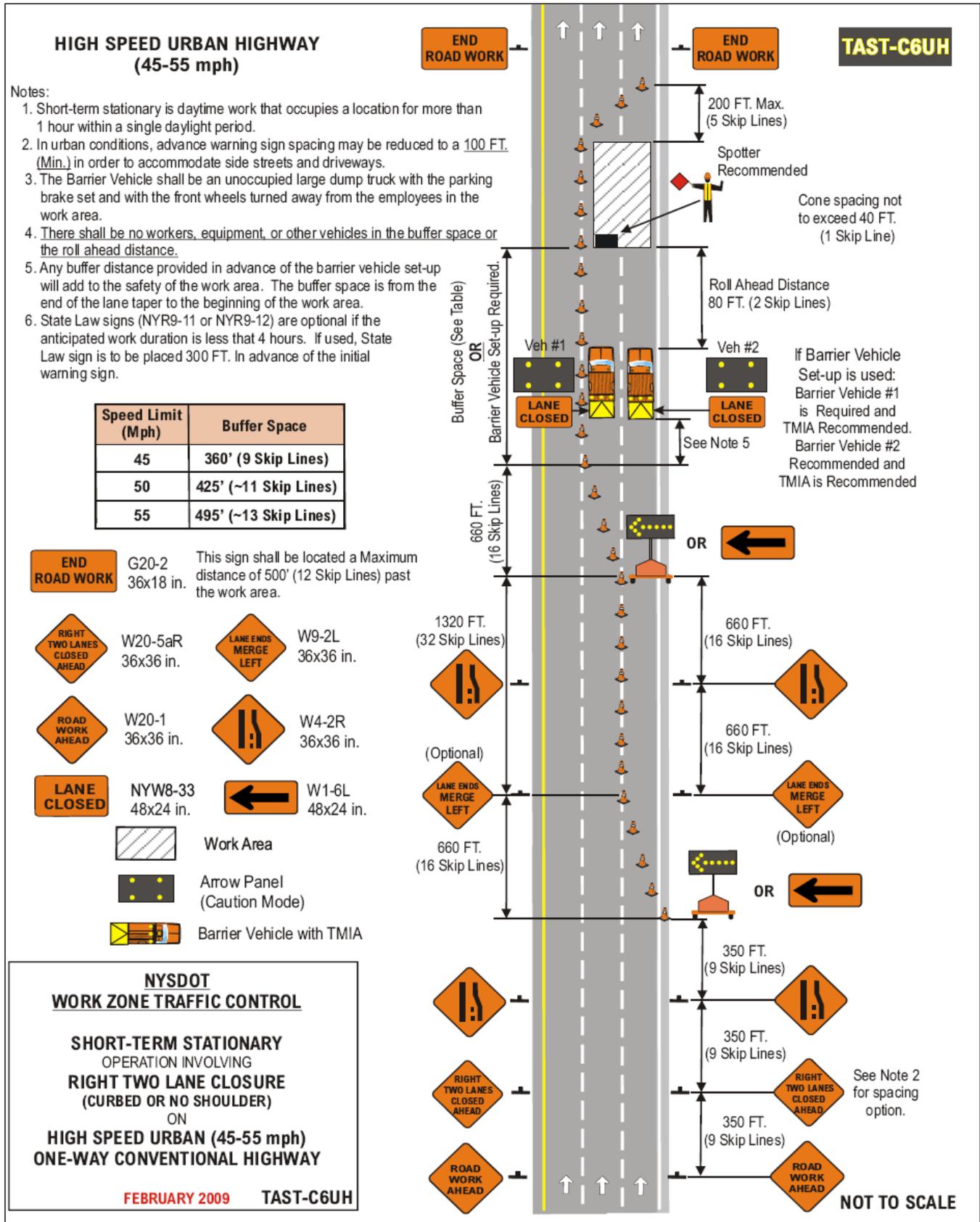
**SHORT-TERM STATIONARY  
OPERATION INVOLVING  
RIGHT LANE CLOSURE  
(PAVED SHOULDER LESS THAN 8 FT.)  
ON  
HIGH SPEED URBAN (45-55 mph)  
ONE-WAY CONVENTIONAL HIGHWAY**

FEBRUARY 2009 TAST-C5UH

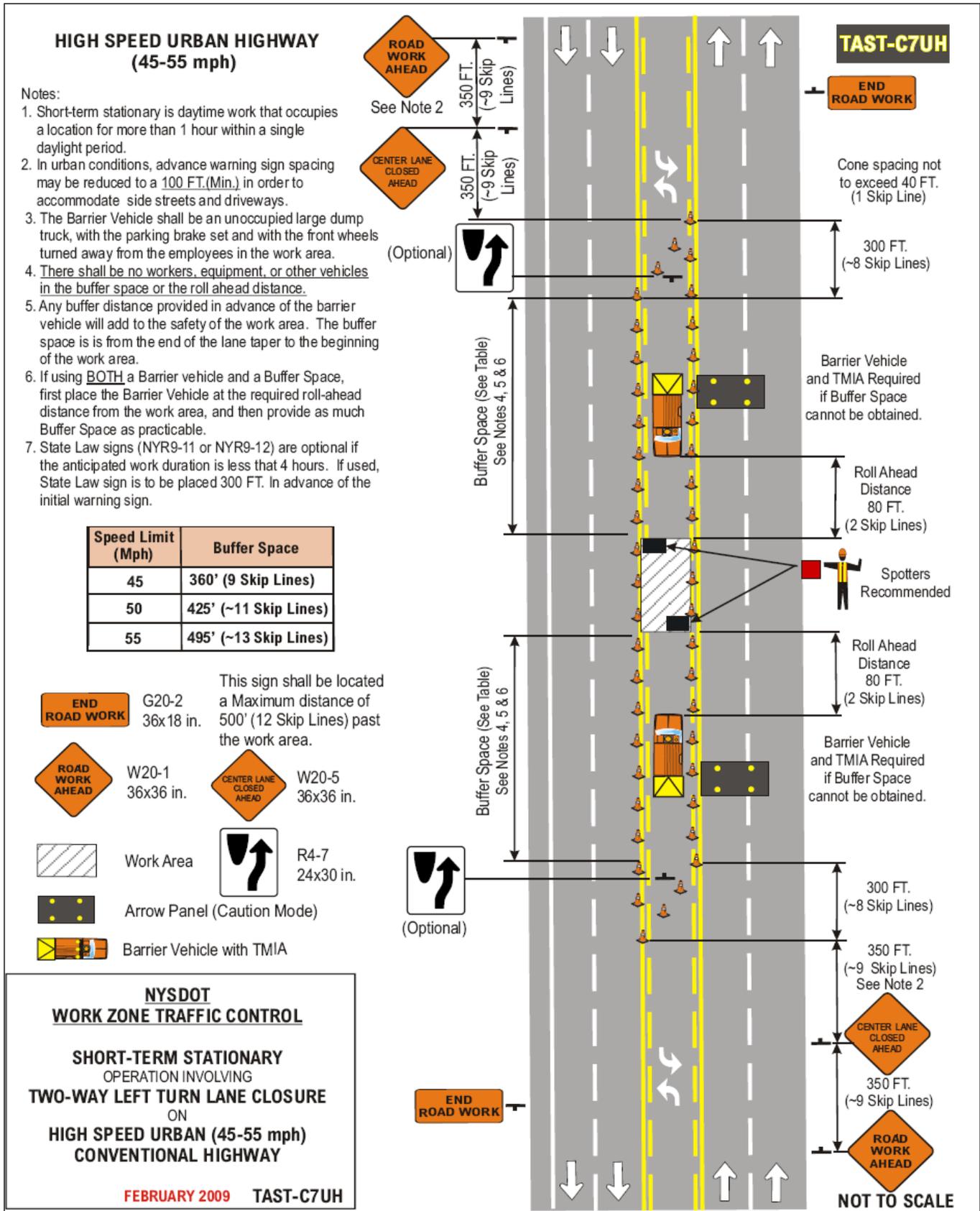


NOT TO SCALE

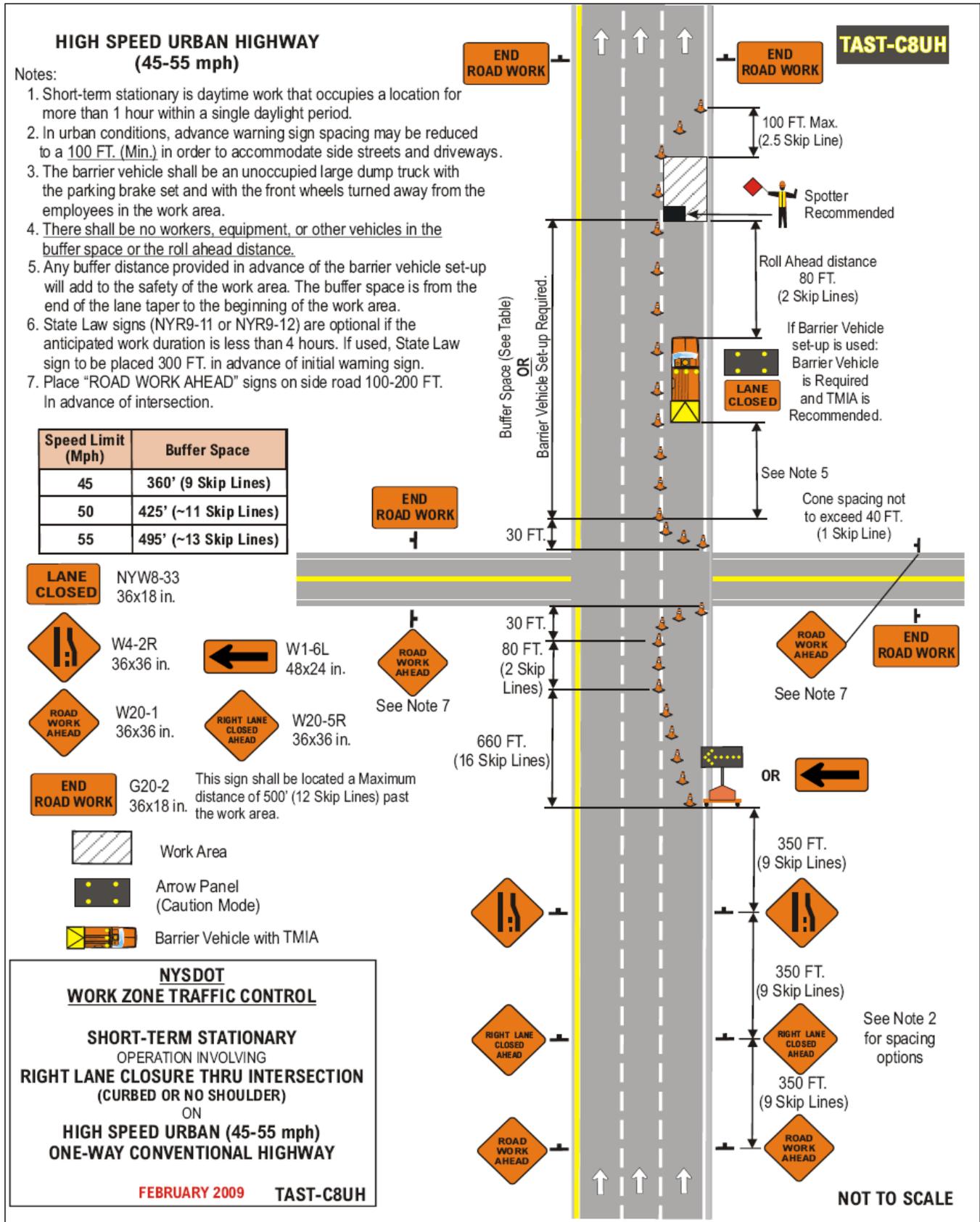
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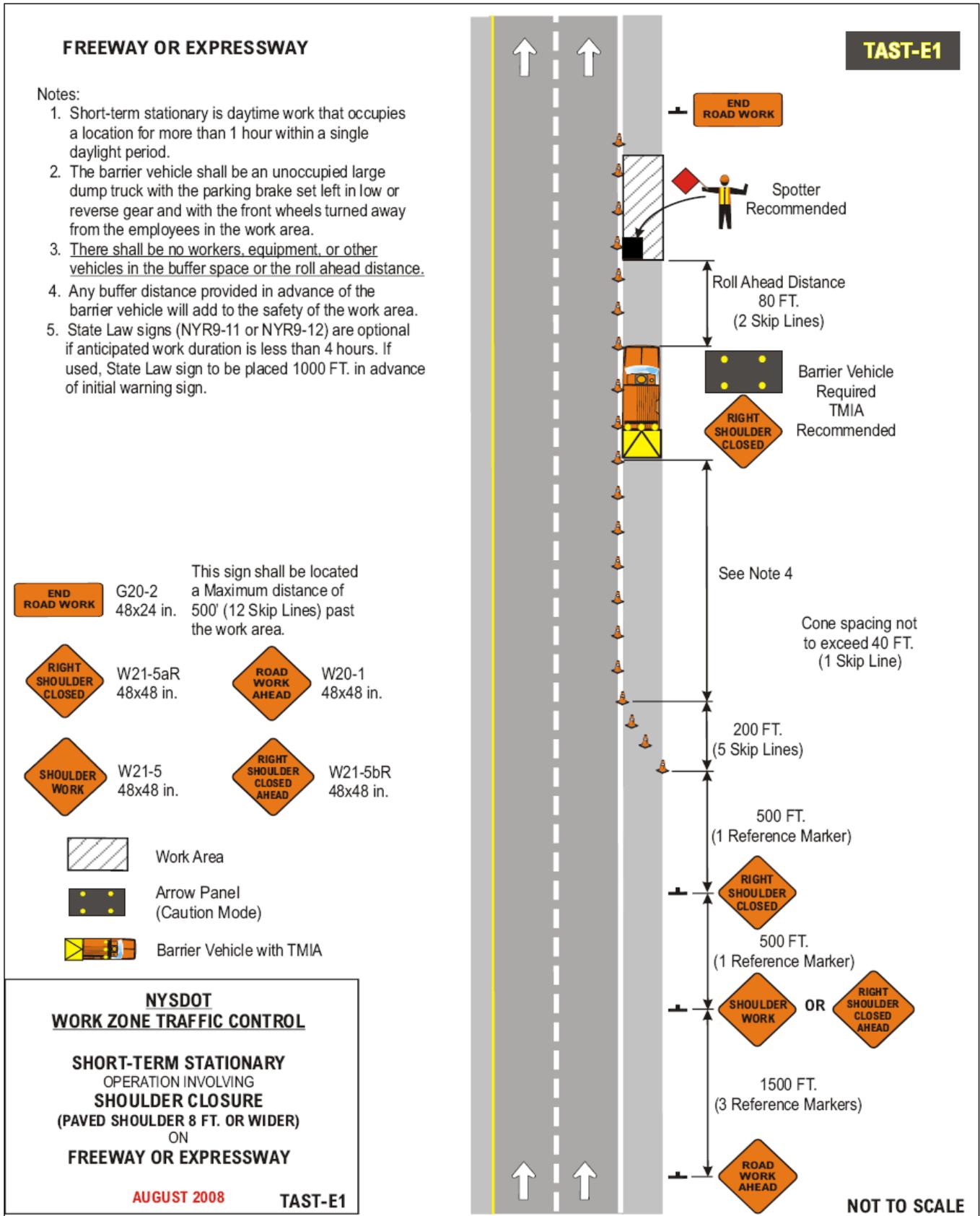
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(continued)

**FREEWAY OR EXPRESSWAY**

Notes:

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

Speed Limit (Mph)	Taper Lengths based on Lane Shift		
	10'	11'	12'
55	550'	605'	660'
60	600'	660'	720'
65	650'	715'	760'

**END ROAD WORK** G20-2 48x24 in. This sign shall be located a Maximum distance of 500' (12 Skip Lines) past the work area.

**LANE CLOSED** NYW8-33 48x24 in. **ROAD WORK 1 MILE** W20-1 48x48 in.

**RIGHT LANE CLOSED 1/2 MILE** W20-5R 48x48 in. **LANE CLOSED** W4-2R 48x48 in.

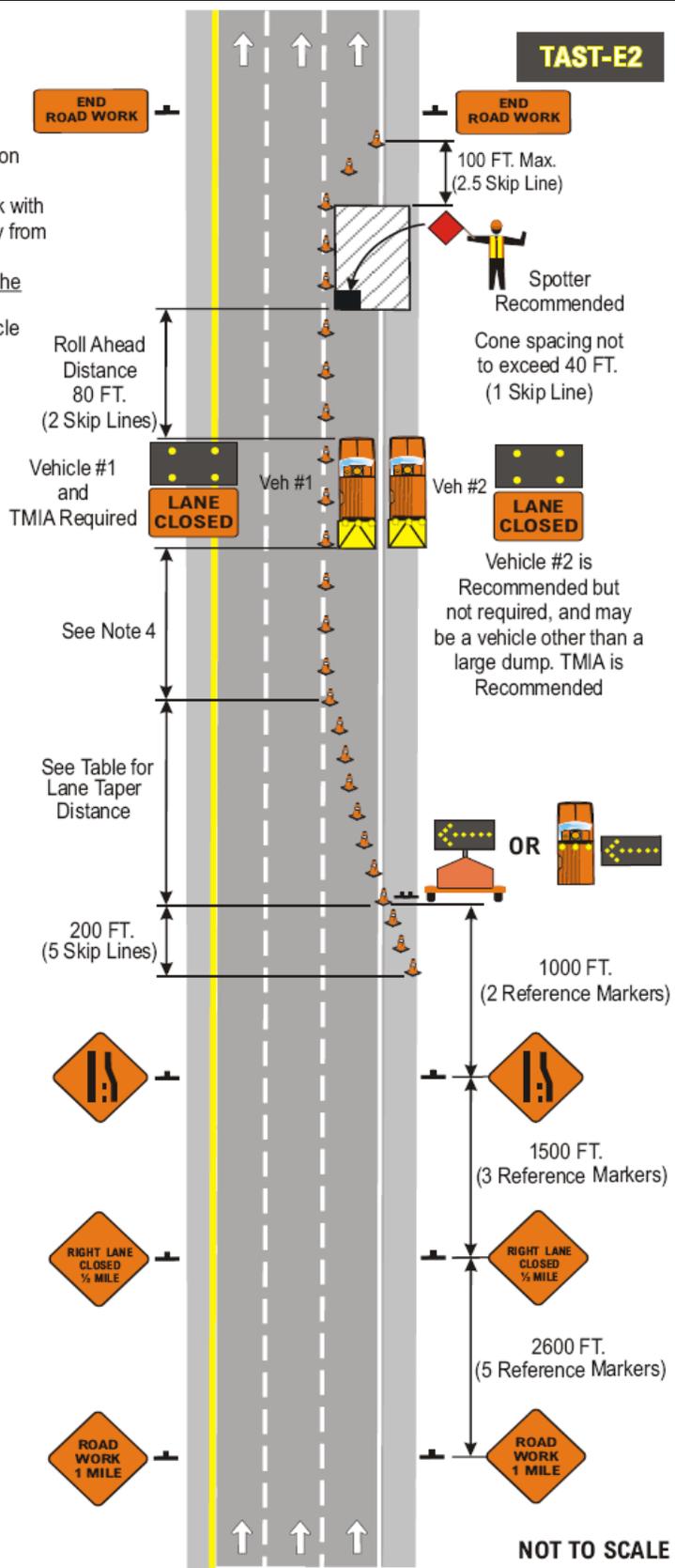
- Work Area
- Arrow Panel (Caution Mode)
- Barrier Vehicle with TMIA

**NYSDOT  
WORK ZONE TRAFFIC CONTROL**

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

AUGUST 2008

TAST-E2



NOT TO SCALE

(continued)

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

Notes:

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

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

**END ROAD WORK** G20-2 48x24 in. This sign shall be located a Maximum distance of 500' (12 Skip Lines) past the work area.

**LANE CLOSED** NYW8-33 48x24 in. **ROAD WORK 1 MILE** W20-1 48x48 in.

**RIGHT LANE CLOSED 1/2 MILE** W20-5R 48x48 in. **RIGHT LANE CLOSED 1/2 MILE** W4-2R 48x48 in.

Work Area

Arrow Panel (Caution Mode)

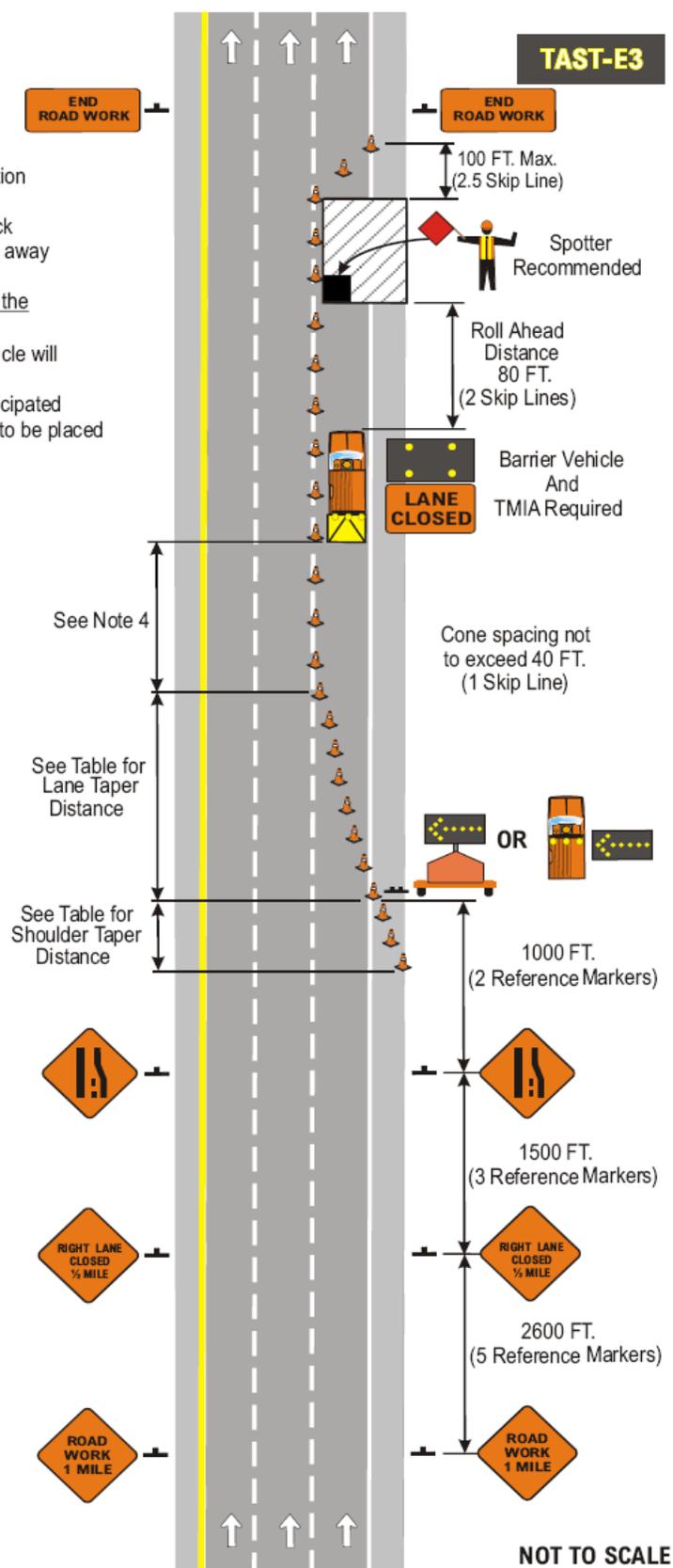
Barrier Vehicle with TMIA

**NYSDOT  
WORK ZONE TRAFFIC CONTROL**

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

AUGUST 2008

TAST-E3



(continued)

**FREEWAY OR EXPRESSWAY**

Notes:

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

Speed Limit (Mph)	Taper Lengths based on Lane Shift		
	10'	11'	12'
55	550'	605'	660'
60	600'	660'	720'
65	650'	715'	760'

**LANE CLOSED** NYW8-33 48x24 in. This sign shall be located a Maximum distance of 500' (12 Skip Lines) past the work area.

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

**LANE ENDS MERGE LEFT** W9-2L 48x48 in. **ROAD WORK 1 MILE** W20-1 48x48 in.

**RIGHT TWO LANES CLOSED 1/2 MILE** W20-5aR 48x48 in. **LANE ENDS MERGE LEFT** (Optional) W4-2R 48x48 in.

**Arrow Panel (Caution Mode)**

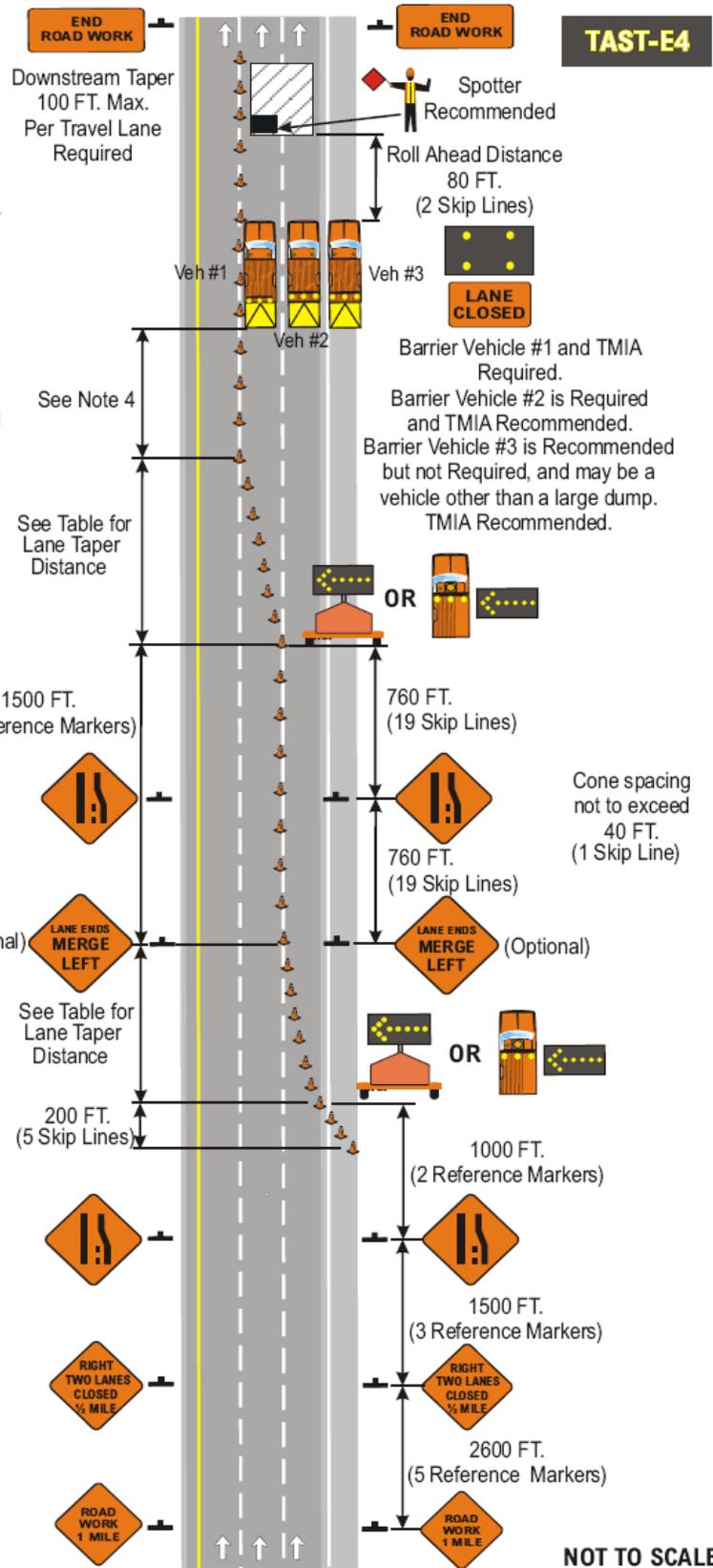
**Barrier Vehicle with TMIA** **Work Area**

**NYS DOT  
WORK ZONE TRAFFIC CONTROL**

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

AUGUST 2008

TAST-E4



(continued)



**FREEWAY OR EXPRESSWAY**

Notes:

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

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

**END ROAD WORK** G20-2 48x24 in. This sign shall be located a Maximum distance of 500' (12 Skip Lines) past the work area.

**LANE CLOSED** NYW8-33 48x24 in. **ROAD WORK 1 MILE** W20-1 48x48 in.

**LEFT LANE CLOSED 1/2 MILE** W20-5L 48x48 in. **ROAD WORK 1/2 MILE** W4-2L 48x48 in.

 Work Area

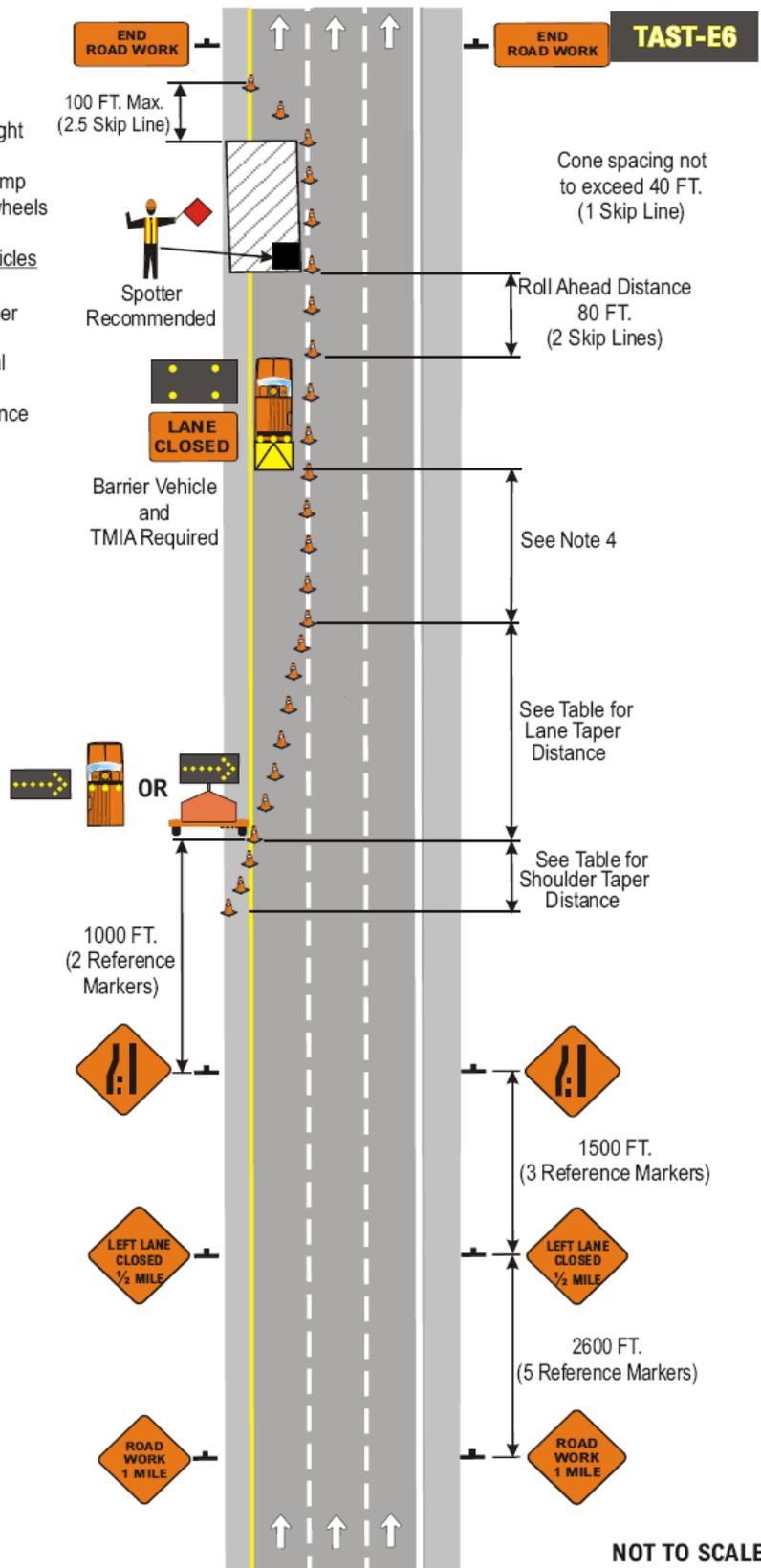
 Arrow Panel (Caution Mode)

 Barrier Vehicle with TMIA

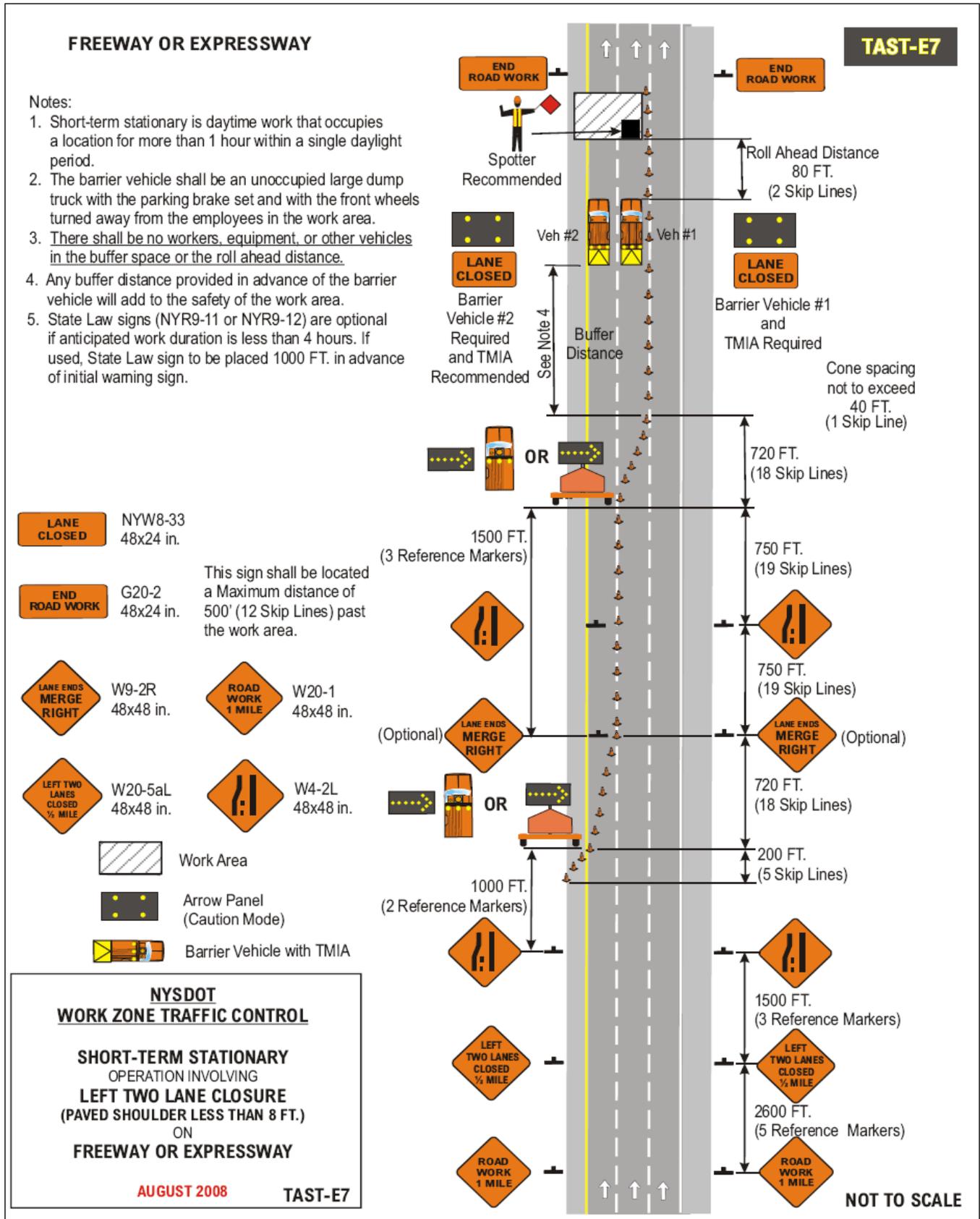
**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

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

AUGUST 2008 TAST-E6



(continued)



(continued)

GENERAL INFORMATION (Cont'd)

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:

<b>SIGN</b>	<b>MINIMUM SIZE</b>	<b>LOCATION</b>
ROAD WORK NEXT _____ MILES	<u>G20-1</u> Conventional 36" x 18" Freeways 48" x 24"	On main line upstream of project in each direction
END ROAD WORK	<u>G20-2</u> Conventional 36" x 18" Freeways 48" x 24"	On main line after end of project in each direction
ROAD WORK AHEAD	<u>W20-1</u> Conventional 36" x 36" Freeways 48" x 48"	On main line 500 feet in advance of the affected highway segment in each direction and on major intersecting roads 300 -500 feet in advance of main line. Sign should be covered if it conflicts with temporary signing in the vicinity.
DO NOT PASS	<u>R4-1G</u> Conventional 24" x 30"	First sign within 100 feet of the beginning of the unmarked area, second within 1000 feet and subsequent signs, spaced every ½ mile along project in each direction (if 2' x 4" temporary yellow markings are used instead of full barrier pavement markings )
NO CENTER LINE	<u>W8-12</u> Conventional 36" x 36"	On mainline spaced every 2 miles along project in each direction and after every major intersecting road (if 2' x 4" temporary yellow markings are used instead of full barrier pavement markings )
LOW SHOULDER	<u>W8-9</u> Conventional 36" x 36" Freeways 48" x 48"	On mainline spaced every 2 miles along project in each direction and after every major intersecting road (if 2' x 4" temporary yellow markings are used instead of full barrier pavement markings )
GROOVED PAVEMENT	<u>W8-15</u> Conventional 36" x 36" Freeways 48" x 48"	On any roadway 500 feet in advance of rebates milled under this contract, but not paved. Remove or cover after paving rebate.

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, the Contractor may provide portable signs as shown in Figure 6F-2 of the MUTCD for the above referenced DO NOT PASS and NO CENTER LINE signs. Signs left active at night shall be rigid and reflectorized in accordance with the Standard Specifications. The Contractor shall be responsible for assuring that these signs will be in their upright, visible positions twenty-four hours a day, seven days a week while centerline tracks are used instead of pavement markings.

(continued)

GENERAL INFORMATION (Cont'd)

**Special Note - Temporary Pavement Markings:**

The contractor shall install and maintain temporary pavement markings on any paved surface without permanent pavement markings before opening it to traffic, before nightfall or before the end of the work day, whichever comes soonest except for areas that are open during the work shift with channelizing devices or flaggers. Temporary pavement markings shall meet the requirements of Section 619 of the Standard Specifications except that two-lane, two-way highways may be left without full barrier centerlines in no passing zones for a maximum of 7 calendar days provided that NO CENTER LINE (W8-12, black on orange), NO PASSING ZONE (W14-3, black on orange pennant shaped sign), and DO NOT PASS (R4-1) signs are used consistent with the MUTCD and in conjunction with yellow 2 foot by 4 inch temporary markings consisting of retro-reflective removable pavement marking tape, paint or yellow temporary overlay markers installed on a 40 ft. cycle to delineate the centerline location.

The State is responsible for the final pavement markings unless otherwise indicated in the contract. If the Contractor chooses to install NO CENTER LINE and DO NOT PASS signs and temporary yellow 2 foot by 4 inch pavement markings in lieu of full barrier centerline markings, the signs shall be left in place until the state has completed installing the final pavement markings. The state will normally complete final pavement markings within 7 days of the project completion. However, if unavoidable situations delay the pavement marking installation the signs shall remain in place for 14 calendar days after the project has been completed or until the state has completed installing the final pavement markings, whichever comes first. If permanent pavement marking cannot be installed within 14 days of the project completion, state must install interim pavement marking including center lines, edge lines, stop bars, and simple crosswalks with no hatching before the end of 14 days after project completion.

All costs for Work Zone Traffic Control including flagging, temporary pavement markings, delineation, and construction signs are included in the prices per ton for the bituminous concrete.

**HOT MIX ASPHALT OVERLAY SPLICE (REBATE):**

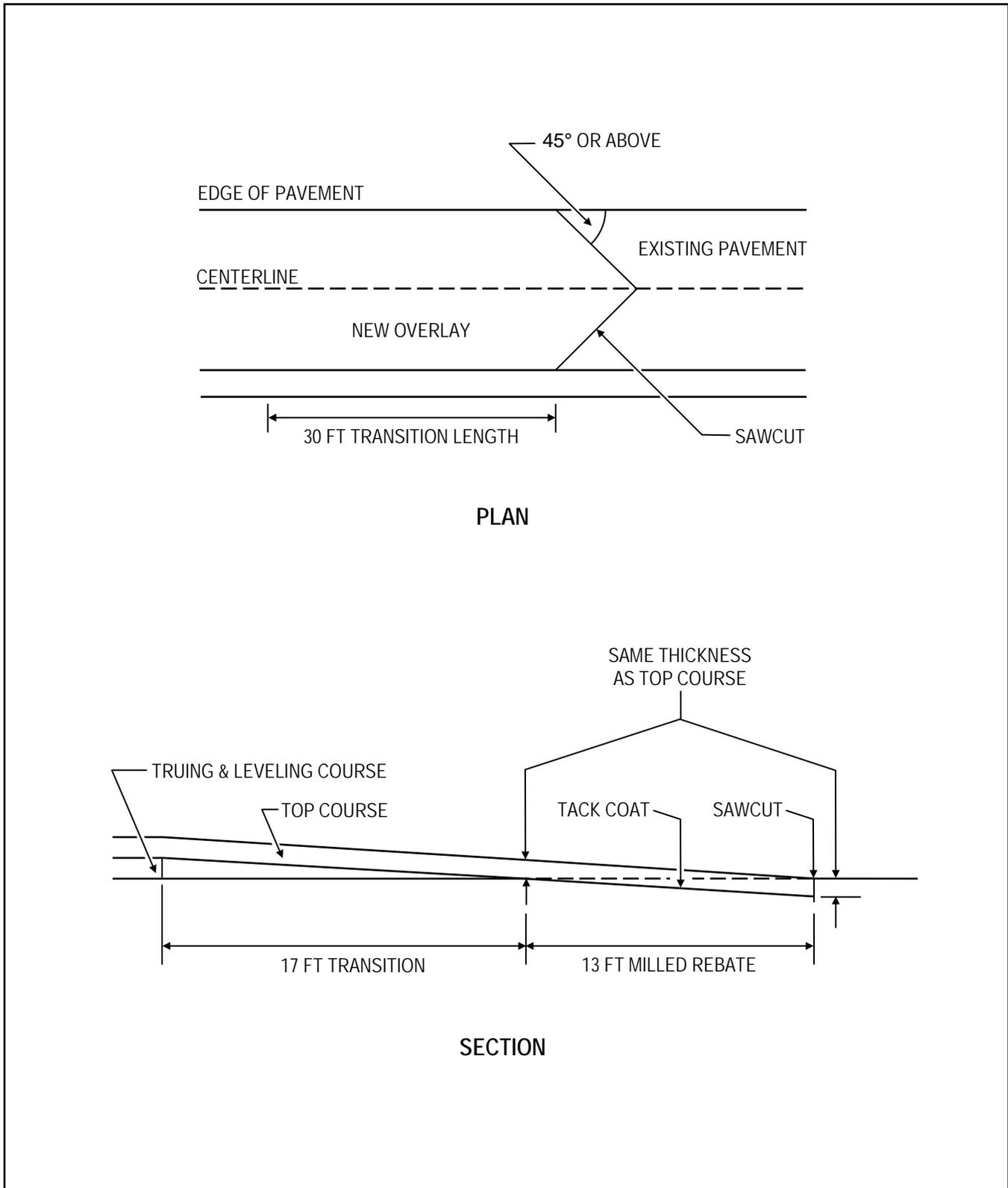
The Contractor shall install hot mix asphalt overlay splices (pavement terminations) as per the Detail of Hot Mix Asphalt Overlay Splice. Hot mix asphalt overlay splices shall be installed at the areas indicated in the Location Table for Hot Mix Asphalt Overlay Splices. The cost for sawcutting, milling rebates and cleaning pavement in the splice area shall be included in the price per ton of bituminous concrete. Tack coat shall be paid under its own item as specified elsewhere. No separate payments shall be made for hot mix asphalt overlay splices.

Immediately after the hot mix asphalt overlay splices are milled, a temporary asphalt ramp shall be constructed. A cone or drum shall be installed at the ramp. If the rebate is left in place at night a drum equipped with a Type A flashing warning light shall be used and the ramp sloped in accordance with Table 619-1. No separate payment shall be made for the ramps. The cost shall be included in the price per ton of bituminous concrete.

Where rebates are milled and ramps are constructed and traffic is to ride on the milled pavement for more than the one work day in which the rebate is milled, GROOVED PAVEMENT signs (W8-15) shall be installed on the right side of the roadway, 500 feet upstream of the rebate location. No separate payment shall be made for the GROOVED PAVEMENT sign. The cost shall be included in the price per ton of bituminous concrete.

(continued)

DETAIL OF HOT MIX ASPHALT OVERLAY SPLICE



(continued)

GENERAL INFORMATION (Cont'd)

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 Contract Award Notification.

Channelizing Device Spacing Reduction

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

Where tapers are located less than 500 feet from the work site, 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. Transversely placed devices are not required where pilot vehicles are in used.

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.62 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.

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

**Temporary Rumble Strips:**

DESCRIPTION:

This work shall consist of the installation, maintenance and subsequent removal of temporary rumble strips in paving work zones where indicated in the Contract Award Notification or as directed by the Engineer.

MATERIALS:

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

Raised removable tape rumble strips shall be formed by applying four layers of removable black non-reflectORIZED removable pavement marking tape. The tape shall be applied to a clean, dry pavement surface in accordance with the manufacturer's recommendations. The pavement surface shall be cleaned with compressed air just prior to application of the tape.

Raised asphalt rumble strips shall be formed from hot mix asphalt meeting the requirements of Items 402.058902 or 402.098902. Tack coat meeting the requirements of Materials Designation 702-XXXXT Diluted Tack Coat shall be used to adhere the rumble strip to the existing pavement. Temporary rumble strips shall be formed using a specially constructed rumble strip paver (drag box) pulled transversely across the pavement, or by hand placement between forms fixed to the pavement. If forms are used, they shall be removed prior to compaction of the asphalt mixture. Compaction shall be accomplished using a plate tamper or a static roller. The roadway surface on which the rumble strips are to be attached shall be dry, free of surface contaminants such as dust or oil, and shall be 45°F or greater unless otherwise authorized by the Engineer. The pavement surface shall be cleaned with compressed air just prior to tack coating and subsequent installation of rumble strips.

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

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

(continued)

satisfaction of the Engineer. Any associated damage to the pavement shall also be repaired by the Contractor to the satisfaction of the Engineer. These replacements or repairs shall be made at no additional expense to the Purchasing Agency.

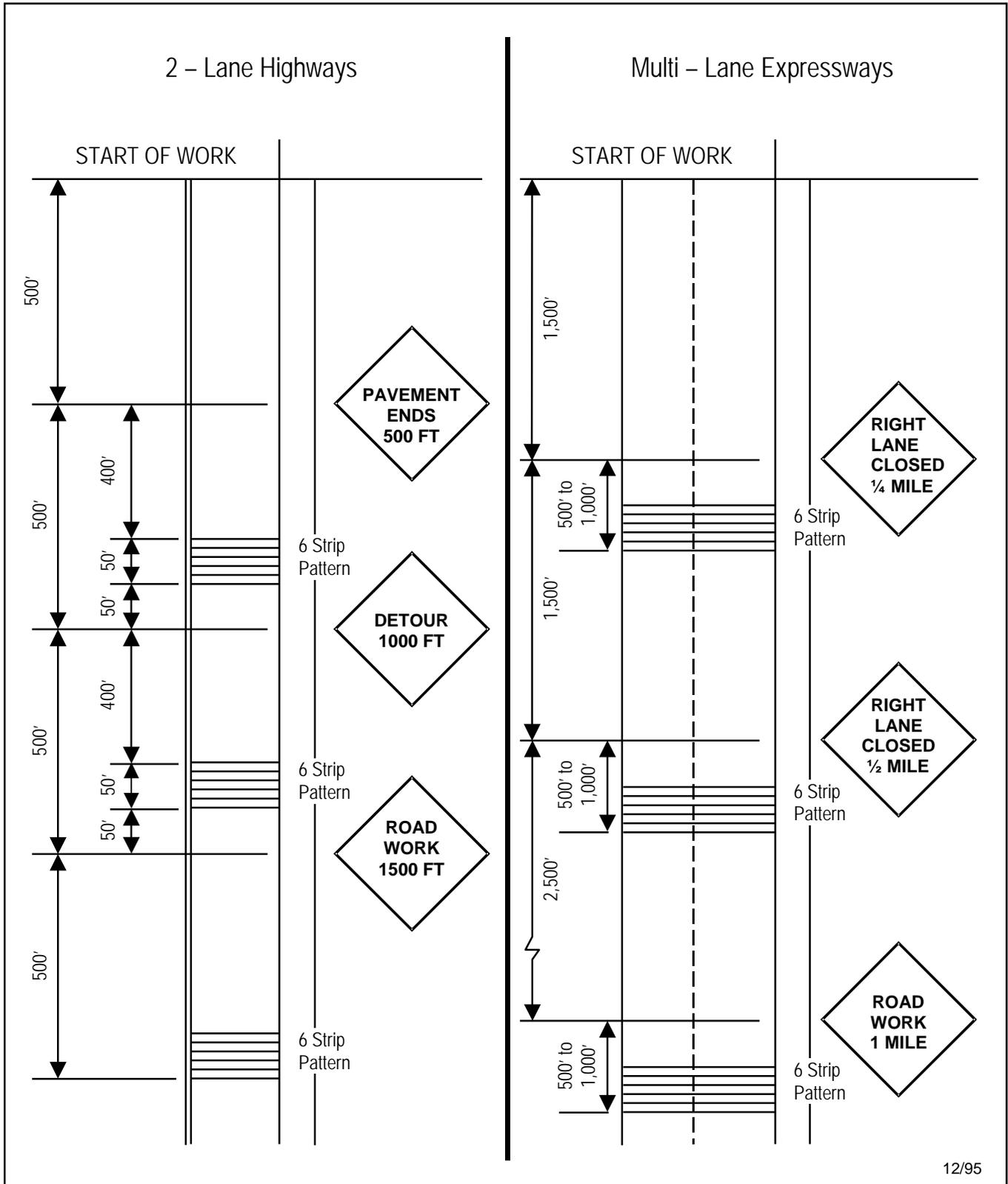
When directed by the Engineer, (e.g., prior to the start of the winter plowing season), or prior to the placement of successive pavement courses, the Contractor shall completely remove the rumble strips from the pavement. Rumble strips shall be removed upon completion of work and concurrently with the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

**BASIS OF PAYMENT:**

All costs for the installation, maintenance and removal of temporary rumble strips are included in the price per ton. No separate payment shall be made.

(continued)

Suggested Layout Details -- Temporary Rumble Strips



**SPECIAL NOTES**

FUNDING SOURCE

Projects 2V1361A, 2V1361B, 2V1371, 2V1372A, 2V1372B, 5V1311, 5V1313, 5V1320, 5V1323, 5V1331, 5V1332, 5V132B, 5V132C, 5V1333, 5V1341, 5V1345, 5V1351, 5V1352, 6V1345, 6V1347, 7V1311, 7V1312, 7V1313, 7V1321, 7V1331, 7V1333, 7V1342, 7V1343, 7V1351, 7V1352, 7V1353, 902812, 930713 and 930714 will be funded by Federal Aid.

Projects 1V1311, 1V1312, 1V1313, 1V1314, 1V1331, 1V1341, 1V1342, 1V1351, 1V1361, 1V1382, 1V1383, 1V1384, 2AP030, 2AP033, 2AP036, 2AP037, 2AP038, 2AP039, 2AP040, 2V1321, 360225, 360302, 360303, 360305, 360307, 401539, 401542, 401543, 402051, 402128, 403197, 403366, 403622, 407715, 409656, 409848, 410450, 410478, 410479, 436204, 5V1337, 5V1342, 5V1343, 5V1347, 6V1311, 6V1313, 7V1314, 7V1315, 7V1316, 7V1322, 7V1323, 7V1332, 7V1334, 7V1335, 7V1336, 7V1341, 7V135A and 901111 are 100% State funded.

SPECIAL NOTE FOR COORDINATION WITH OTHER PROJECTS

Prior to HMA overlay, Projects 1V1311, 1V1312, 1V1213, 1V1314, 1V1351, 2AP033, 2AP039, 2AP040, 2V1321, 360303, 360305, 360307, 6V1313, 6V1345 and 6V1347 involve cold recycling through separate contractor(s). These VPP overlay projects require that the paving contractor coordinates their work with corresponding cold recycling contractor to allow required curing period before placing the HMA overlay as well as to minimize disruption to the traveling public and the time traffic is running over a recycled surface.

SPECIAL NOTE – OPTIONAL USE OF WARM MIX ASPHALT (WMA) TECHNOLOGIES

The contractor has the option of using an Approved WMA Technology in the production of all 402, *Hot Mix Asphalt (HMA)* items, except *SUPERPAVE HMA with Ice Retardant items, Waterproofing Bridge Deck HMA items, and Paver-Placed Surface Treatment* items, at no additional cost to the State.

If the contractor chooses to use a WMA technology, the provisions of §401 and §402 shall apply including the following:

Use an approved technology appearing on the Approved List for *Technologies for Warm Mix Asphalt*. Design a mixture using a WMA Technology in accordance with MM 5.16, *Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedure*. At a minimum, a one point verification of the mixture's volumetric properties is acceptable for the following situations:

- When the WMA mix design is based on an existing Production Status HMA mix design.
- When the WMA mix design is based on, and utilizes a different WMA technology than, an existing Production Status WMA mix design.

Comply with the latest manufacturer's "Production, Testing, and Compaction Details" from the Approved List for incorporating the WMA technology. Test specimens may be made from plant produced or laboratory prepared WMA. Test specimens must be made from plant produced WMA if adding the WMA technology in the lab does not simulate the production process. The Regional Materials Engineer (RME) may require a State representative be present during the fabrication and testing. Submit the WMA design to the RME for review and verification at least 14 calendar days before production, including:

- Name of WMA technology and the target dosage rate.
- If using an additive other than water,
  - Submit a MSDS for the additive.
  - Submit either enough of the additive for the laboratory mix design verification, or the additive pre-blended in the PG Binder at the correct dosage. If the additive is not pre-blended into the PG Binder, include directions for properly incorporating the additive into the laboratory made mixture.
- Prior to the submission of any mix design, contact the RME to determine if there is an increased concern regarding the mixture's moisture susceptibility based on the WMA technology and/or the type of aggregate being used, or the performance of similar mixes. The RME may require AASHTO T 283 moisture susceptibility test results, meeting a minimum Tensile Strength Ratio (TSR) of 80%, as part of the mix design submission.

Submit Production Quality Control Plan revisions incorporating the WMA technology if not previously submitted.

For 80 Series Compaction Method, complete all breakdown roller passes before the mat temperature falls below 230° F, unless approved by the Director, Materials Bureau.

When the asphalt mixture is being placed over a *Sheet-Applied Waterproofing Membrane*, maintain a minimum delivery temperature in accordance with the Material Detail Sheets prepared by the membrane manufacturer.

(continued)

**SPECIAL NOTES (Cont'd)**

SPECIAL NOTE FOR RAIL ROAD INVOLVEMENT IN 100% STATE FUNDED PROJECTS

Bidders are advised that there may be active at grade railroad crossings within the limits of projects in this Contract Award Notification. The following at grade railroad crossings have been identified, but there may be others within the limits of these projects that have not been identified:

<b>Project Number</b>	<b>County</b>	<b>Route</b>	<b>Rail Road Name</b>	<b>Location</b>
1V1382	Washington	Rte. 22	Battenkill Railroad	RM 22-1808-1064.5
360303	Onondaga	Rte. 11	New York Susquehanna and Western	RM 11-3303-1006.5
403622	Livingston	Rte. 36	Rochester Southern RR	RM 36-4202-1198 RM 36-4202-1245
410450	Wayne	Rte. 104	Ontario Midland RR	RM 104-3704-1282
6V1311	Allegany	Rte. 19	Western New York & Pennsylvania RR	RM 19-6101-1139 RM 19-6101-1153
7V1322	Franklin	Rte. 186	Adirondack Scenic Railroad (Owned by NYSDOT)	RM 186-7209-1284

At the identified at grade crossings, and any other active at grade railroad crossings encountered on the projects in this Contract Award Notification, the contractor shall coordinate with the corresponding Rail Road as per follows:

**Coordination with Railroad(s)**

**The Contractor shall note that this project may require close coordination with a railroad and railroad protective flagging services**

DESCRIPTION

The Contractor shall conduct its work and handle its equipment such that no part of any material or equipment shall foul a track, catenary, electrical facility or signal facility without written permission from the chief engineer of the railroad company(s) affected. A track is fouled when any object is brought within 7.62 M (25') of the centerline of the track or the nearest point of a railroad's catenary, electrical facility or signal facility.

CONSTRUCTION DETAILS

In the event the Contractor's work does foul a railroad facility the Contractor shall obtain a permit in order to enter railroad property and to cover the costs of the railroad's force account services. The Contractor will not be allowed to enter onto the railroad's property to perform contract work, nor will the railroad provide services occasioned by the Contractor's operations unless the Contractor notifies the Railroad(s) and receives the railroads' prior approval. A railroad will not provide any services necessitated by the Contractor's operations until the permit is obtained. These railroad's costs will include, but may not be limited to costs incurred by the railroad to provide flaggers, spotters, engineering services, administrative services, construction inspection, or other labor, material or equipment necessary to provide a safe environment for both the Contractor's and Railroad's forces.

The Contractor is advised that a railroad may not be able to provide flag persons on a daily basis due to the railroad's operational necessities. The Contractor shall coordinate and schedule his construction activities with the railroad's engineer no later than two weeks prior to the start of the work, in consultation with the State's Engineer-in-Charge, so that a workable schedule can be formulated and agreed upon. In addition to the above, the Contractor shall also comply with the current Standard Specifications §105-09 WORK AFFECTING RAILROADS.

BASIS OF PAYMENT

All costs incurred by the contractor to comply with the requirements in this Special Note shall be included in the price per ton for the hot mix asphalt. No extra payment shall be made.

(continued)

**SPECIAL NOTES (Cont'd)**

**REGION 1 SPECIAL NOTES:**

**All Region 1 Projects shall follow the following holiday restrictions:**

There shall be no temporary lane closures permitted on the following dates:

May 24 – 27  
July 3 – 7  
August 30 – Sept. 2  
Oct. 11 - 14  
Nov. 27 – Dec 1  
Dec. 20 – Jan. 2

**PIN 1V1311**

In addition to the above holiday restrictions, lane closures will not be permitted 6:00am thru 9:00 am Monday – Friday.

No Restrictions Saturday & Sunday

**PIN 1V1312**

In addition to the above holiday restrictions, lane closures will not be permitted during the Altamont Fair, August 12 to 16, 2013.

The Contractor shall be aware that there will be a culvert replacement project occurring at the eastern limit. The contract should be complete by June 30 of 2013. There is a detour in effect for the culvert work. The Contractor can begin the paving as long as the work is coordinated with the culvert contractor to minimize/eliminate disruptions to the culvert project.

**PIN 1V1313**

In addition to the above holiday restrictions, lane closures will not be permitted during the Altamont Fair, August 12-16, 2013.

Lane closures will not be permitted while the detour is in effect for the culvert replacement on Rt. 156. This work should be complete by June 30, 2013.

In addition to the above holiday restrictions, lane closures will not be permitted 6:00am thru 9:00am & 2:30pm thru 7:00pm Monday – Friday.

No Restrictions – Saturday & Sunday

The contractor shall bail off enough millings so that the profile after recycling matches the existing profile.

**PIN 1V1342**

In addition to the above holiday restrictions, lane closures will not be permitted 6:00 am thru 9:00am and 3:00 pm to 7:00 pm Monday – Friday. No Restrictions Saturday & Sunday.

In addition to the above holiday restrictions, lane closures will not be permitted during the Schaghticoke Fair, August 28 to September 2, 2013.

(continued)

**SPECIAL NOTES (Cont'd)**

**Special Work Zone Traffic Control – Pilot Vehicle – Region 1:**

Unless otherwise specified, the highway shall be kept open to traffic at all times. Traffic shall be discontinued on the lanes where work is being performed on these projects; and as soon as paving is done and rolled, controlled traffic may be permitted thereon. For Region 1 projects in this Contract Award Notification, the Contractors shall provide sufficient two-way radio equipped pilot vehicles to guide traffic around paving work at a speed not to exceed 15 mph. The pilot vehicles shall be equipped with construction signs meeting the requirements of Section 6F.58 of the Manual of Uniform Traffic Control Devices and a rotating amber beacon.

<u>Sign</u>	<u>Minimum Size</u>	<u>Location</u>
PILOT CAR	G20-4 CONVENTIONAL	ON BACK OF
FOLLOW ME	36" x 18"	PILOT VEHICLES

The pilot vehicle shall have the name of the Contractor prominently displayed. All cost for Work Zone Traffic Control including flagging, temporary pavement markings, channelizing devices, construction signs, and pilot vehicles shall be included in the prices per ton of bituminous concrete. No separate payment shall be made. The use of the pilot shall be as ordered by the resident engineer.

**REGION ONE PAVING OPERATIONS**

Paving operations shall progress in the opposite direction of traffic when paving on Cold Recycled roadways. This provision may only be waived by the Region 1 Materials Engineer, and this waiver will be rescinded if damage to the top course occurs.

**MOISTURE SUSCEPTIBILITY TESTING**

Any HMA mix design where the primary aggregate component by weight is granite or crushed gravel will be subject to moisture susceptibility testing by the producer during design, unless this requirement is waived by the RME. TSR testing may be required by the RME when there is a change to the asphalt binder source.

Moisture susceptibility will be determined by calculating the tensile strength ratio (TSR) of each specimen according to AASHTO T 283, Resistance of Compacted Asphalt Mixtures to Moisture-Induced Damage, except as modified in Section VI.D. of NYSDOT Materials Method 5.16.

If the TSR of the HMA gyratory specimens is less than 80%, as required in AASHTO M 323, corrective action is required. Corrective action to improve the moisture susceptibility of the HMA mixture can include the use of anti-strip additives or blending of other aggregate materials to reduce the proportion of granite or gravel aggregates in the mix. When corrective action is necessary, any changes made to the design must be noted on the JMF, and all other volumetric and mechanical properties must be evaluated for compliance with NYSDOT Materials Method 5.16 using a one-point design. The results must be reported to the RME prior to production.

**REGION 2 SPECIAL NOTES:**

**Pavement Markings:**

It shall be the contractor's responsibility to inventory and document the existing pavement marking patterns prior to milling and/or resurfacing and submit to the Engineer a copy of the inventory prior to beginning work. The contractor shall be responsible for completing all layout work necessary for the installation of all final pavement markings. If the original markings are obliterated, the contractor shall contact the resident engineer for guidance on their location.

**2V1321: Rte. 28N – Long Lake to Essex County Line**

If the contractor elects to use removable tape for temporary markings he/she shall be responsible for removing the tape before a subsequent course is paved and/or after permanent markings are placed."

**2V1361A: Rte. 5S - Broad St. to the Oneida Herkimer County Line**

Item 402.058902 – Type 5 shim is to be used on mainline (travel lanes, accel. and decel. lanes) only from RM 5S-2601-1012 to RM 5S-2601-1030. Maximum thickness = ½". Taper out on to shoulder one foot.

**2V1361B: Rte. 291 - 700' North of Old River Rd. to Irish Rd.**

Item 402.058902 – Type 5 shim is to be used on mainline only from RM 12C-2601-2041 to RM 12C-2601-2082. Maximum thickness = ½". Taper out on to shoulder one foot.

(continued)

**SPECIAL NOTES (Cont'd)**

2V1371: Rte. 31- Morris Rd. to Miller Rd.

Item 402.058902 – Type 5 shim is to be used on mainline only from RM 31-2410-1116 to RM 31-2611-1041. Maximum thickness = ½”. Taper out on to shoulder one foot.

2V1372A - Rte. 31 - Onondaga Co. Line to County Rte. 5, N. Main St.

Item 402.058902 – Type 5 shim is to be used on mainline only from RM 31-2410-1000 to RM 31-2410-1088. Maximum thickness = ½”. Taper out on to shoulder one foot.

2V1372B - Rte. 46 - 1 mile North of Munnsville to Rte. 5

Item 402.058902 – Type 5 shim is to be used on mainline only from RM 46-2401-1095 to RM 46-2401-1140. Maximum thickness = ½”. Taper out on to shoulder one foot.

2AP030 - Rte. 365 - Sconondoa Rd. to the end of the 2 lane section

Item 402.058902 – Type 5 shim is to be used on mainline only from RM 365-2601-1014 to RM 365-2601-1029. Maximum thickness = ½”. Taper out on to shoulder one foot.

2AP033 - Rte. 67 - Rte. 30A to Fulton Montgomery Co. Line

Item 402.018902 – is to be used to correct cross slope and profile deficiencies. Item 402.018902 and top course paving cannot begin until the 10 day cure period for the Cold Recycle has been satisfied.

2AP036 - Rte. 5 Village of Vernon East Line to 2 miles East

Item 402.058902 – Type 5 shim is to be used on mainline and six feet onto shoulder only from RM 5-2610-3032 to RM 5-2610-3051. Maximum thickness = ½”. Taper out on to shoulder six feet.

2AP037 - Rte. 26 - City Of Rome North Line to CR 53- Stokes Crns

Item 402.058902 – Type 5 shim is to be used on mainline only from RM 26-2605-3029 to RM 26-2605-3049. Maximum thickness = ½”. Taper out on to shoulder one foot.

2AP038 - Rte. 30 – Paradise Point Rd. to Town of Northville Line

Item 402.058902 – Type 5 shim is to be used on mainline only. Maximum thickness = ½”. Taper out on to shoulder two feet.

2AP039 - Rte. 30 - Northville Town Line to 2.3 miles North

Item 402.018902 – is to be used to correct cross slope and profile deficiencies. Item 402.018902 and top course paving cannot begin until the 10 day cure period for the Cold Recycle has been satisfied.

2AP040 - Rte. 46 - N. Madison St. to Fish Hatchery Rd.

Item 402.018902 – is to be used to correct cross slope and profile deficiencies. Item 402.018902 and top course paving cannot begin until the 10 day cure period for the Cold Recycle has been satisfied.

PG Binder –Project 2AP039, 2AP040, 2AP033

Projects 2AP039, 2AP040, and 2AP033 require the use of Polymer Modified (64-22ER) PG Binder. Use a polymer modified Performance Graded (PG) Binder PG 64-22 for the production of HMA mixtures. The PG Binder shall meet the requirements of AASHTO M320, Standard Specification for Performance Graded Asphalt Binder and **Elastic Recovery** requirements as shown in the table below:

**TEST ON THE ROLLING THIN FILM OVEN (RTFO) BINDER SAMPLE**

Test	Requirements
Elastic Recovery using ASTM D6084-04, Testing Procedure A, at 25°C	60% minimum

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification. Handling of the HMA shall be discussed at the pre-paving conference.

(continued)

**SPECIAL NOTES (Cont'd)**

**REGION 3 SPECIAL NOTES:**

PIN 360303

Rte. 11 Tully: Milling and joint repairs in the village of Tully are to be completed by the Onondaga East Residency prior to commencing of paving work.

PIN 360305

Rte. 69 CIPR/VPP: Contractor to provide temporary rumble strips. Total pavement width includes 1 extra foot for 6 inch shoulder wedge on each side. Rebates to be milled by milling machine with minimum head width of 6 feet.

**REGION 4 SPECIAL NOTES**

GENERAL:

1. All Truing and leveling courses shall be as indicated in the Superpave Hot Mix Asphalt Design Criteria Table.
2. The contractor shall remove any plowable reflective markers in the pavement, prior to paving. The hole left in the existing pavement, shall then be filled with a hot mix asphalt material; 9.5 mixture, or mixture approved by the Resident Engineer. Cost to be included in the price for the associated project.
3. Prior to the start of work, the contractor shall inventory all pavement markings and provide the engineer with a copy of the inventory. As part of a pavement marking program update, the Regional Traffic and Safety group is reviewing all pavement markings within the limits of paving projects. Upon their review, there may need to be adjustments to the pavement marking layout. The contractor shall be responsible for completing striping layout, including changes as indicated by the Regional Traffic and Safety Group.
4. Some projects may require loop detectors to be re-established prior to or once paving has been completed. This shall be done by others and coordinated by the Resident Engineer.
5. The Contractor shall provide traffic protection for all VPP projects in Region 4 in accordance with section 619-01 through 619-03 of the current issue of the NYSDOT Standard Specifications.
6. "DO NOT PASS" signs shall be installed as follows:
  - Signs shall be posted at the beginning of where pavement markings are not present.
  - Spacing between first and second sign shall not exceed 1100 feet.
  - Intermediate signs shall be placed at no larger than 2500 foot increments.
  - Additional signs shall be placed downstream of every intersection.
7. The "NO CENTER LINE" sign shall be posted at the beginning of the work zone and repeated at 2 mile intervals in long work zones.
8. The Contractor shall provide water trucks as needed to complete the work.
9. The Contractor shall protect all drop inlets within project limits to assure asphalt does not fall into the inlets. Any asphalt found in the drop inlets will be removed by the contractor at the contractor's expense.

PROJECT SPECIFIC :

PIN 401539

1. Work shall be allowed between the hours of 9:00AM and 3:00PM Monday-Friday. Work on Saturday and Sunday will be allowed between 8:00AM and 6:00PM.

PIN 402051

1. Project quantity includes paving the truck pull off for EB vehicles at RM 20A 4602 1126 to 20A 4602 1128 with approximate dimensions of 720'length and 24'width.

(continued)

**SPECIAL NOTES (Cont'd)**

PIN 403197

1. **This project requires the use of a pilot vehicle during alternate one way traffic control setups. The pilot vehicle shall have a G20-4, 36"x18" sign attached to the back of the vehicle.**
2. **T&L is included for minor repair locations as directed by the Engineer.**
3. A quantity of shim course is being included to handle isolated low spots, shoulder repair and rutting. Exact locations will be discussed during the pre-construction meeting and all work will be completed as ordered by the engineer.

PIN 403366

1. The Contractor shall clean all shoulders per Section 633-3 of the Standard Specifications prior to any paving work.
2. No work will be allowed prior to 9:00AM Monday to Friday.
3. A quantity of shim course is being included to handle isolated low spots, shoulder repair and rutting. Exact locations will be discussed during the pre-construction meeting and all work will be completed as ordered by the engineer.

PIN 403622

1. The contract does not include the portion of the Rte. 20A/Rte. 39 overlap. This section shall not have any work included in this project.
2. The intersection radius will be paved at the eastern Rte. 20A/Rte. 39 intersection.
3. This contract will include paving the Rte. 63 intersection, approximately 200 ft. in each direction.
4. Pavement and joint repairs are to be completed by the Livingston Residency prior to commencing pavement work.
5. The Livingston Residency will remove and fill the voids of any plowable reflective markers prior to paving.

PIN 407715

1. Project quantity includes average 56' width by 426' length on south end located @ Routes 78/78. This area will be milled full width.

PIN 410450

1. **This project also includes the paving of the ramps from Route 104 to Rte. 89. The contractor shall maintain traffic or provide a detour including all appropriate signs. If the contractor elects to detour traffic, they will be responsible for obtaining approval from the appropriate entity for routes used. Permission must also be obtained from the Regional Traffic Engineer or designee. Cost to be included in the price for asphalt items.**

PIN 436204

1. The RR underpass at RM 362 4601 1004 will be milled prior to paving. Milling shall be completed by others to a depth of 0.75". The paving contractor shall assure that the depth of asphalt placed shall not increase the original profile and that the posted clearance is maintained.

PIN 409656

1. This project has mountable curb along the north and south sides of the road at various locations. A rebate shall be cut by the contractor for the length of the curb, approximately 7,000 feet.
2. For the temporary pavement markings, the contractor shall install all center and edge line markings consistent with the existing pavement marking layout, or as directed by the Engineer.
3. No work will be allowed Monday to Friday prior to 9:00AM or after 3:00PM unless approval is granted by the regional Traffic Engineer or designee.

PIN 409848

1. **This project requires the use of a pilot vehicle during alternate one way traffic control setups. The pilot vehicle shall have a G20-4, 36"x18" sign attached to the back of the vehicle.**
2. This project shall skip over the Village of Elba.
3. No work shall be allowed on this project during the Onion Fest in the Village of Elba. Work will be prohibited from COB August 1<sup>st</sup> until BOB August 5<sup>th</sup>. Any pavement within ½ mile of the village limits shall be matched up so there are no open joints or rebates.

(continued)

**SPECIAL NOTES (Cont'd)**

PIN 410478

1. This project abuts project 410480. The contractors shall coordinate work to assure there is not a conflict with traffic control.
2. **This project requires the use of a pilot vehicle during alternate one way traffic control setups. The pilot vehicle shall have a G20-4, 36"x18" sign attached to the back of the vehicle.**

PIN 410479

1. The Contractor shall clean all shoulders per Section 633-3 of the Standard Specifications prior to any paving work.
2. No work will be allowed prior to 9:00AM Monday to Friday.
3. The intersection of Route 260 and 104 will be milled by others prior to overlaying this project. The Contractor shall coordinate all paving work with the milling work that will be completed by others.
4. A quantity of shim course is being included to handle isolated low spots, shoulder repair and rutting. Exact locations will be discussed during the pre-construction meeting and all work will be completed as ordered by the engineer.

**REGION 5 SPECIAL NOTES**

Pavement Markings:

It shall be the contractor's responsibility to inventory and document the existing pavement marking patterns prior to milling and/or resurfacing and submit to the Engineer a copy of the inventory prior to beginning work. The contractor shall be responsible for completing all layout work necessary for the installation of all final pavement markings. If the original markings are obliterated, the contractor shall contact the resident engineer for guidance on their location.

Special Note for all 6.3mm HMA Pavement Projects in Erie County (PINs 5V1311, 5V1313, 5V1320, 5V1323, 5V1331, 5V1332, 5V132B, 5V1333, 5V1343, & 5V1345):

ABRADING EXISTING PRE-FORMED PAVEMENT MARKINGS:

The Contractor shall remove any pre-formed pavement markings. Care shall be taken to avoid damage to passing traffic. All damage to passing traffic caused by the Contractor's operations shall be the Contractor's responsibility. Waste material generated by the abrading operation shall be cleaned up and disposed of by the contractor. When the contractor abrades the existing pre-formed pavement markings, the contractor shall place temporary pavement markings as specified elsewhere in this Contract Award Notification under Work Zone Traffic Control, unless the 6.3mm HMA will be placed the same day as the pre-formed pavement markings are abraded. The contractor shall make every effort to expeditiously place the 6.3mm HMA in areas where the pre-formed pavement markings have been abraded. Under no circumstances will temporary pavement markings be allowed for more than five calendar days in areas where pre-formed pavement markings are abraded. In this event, the contractor shall be required to place full pavement markings at no cost to the State. During the pre-form pavement markings abrading operation, traffic shall be controlled by the contractor in accordance with Work Zone Traffic Control requirements included herein. The contractor shall submit a proposed Work Zone Traffic Control Plan to the Resident Engineer for approval. The plan may be based on the Work Zone Traffic Control drawings included in this Contract Award Notification. Payment for pre form pavement marking abrading shall be included in the price per ton for the 6.3mm HMA. No separate payment shall be made.

(continued)

**SPECIAL NOTES (Cont'd)**

TERO SPECIAL NOTE FOR PROJECT 5V1342:

**CONTRACT 5V1342, SNI, Cattaraugus Territory Roads  
(100 PERCENT STATE-FUNDED MAINTENANCE CONTRACT)  
COMPLIANCE WITH APPLICABLE LAWS  
INCLUDING SENECA NATION OF INDIANS  
TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)**

NYSDOT expects the Contractor to comply with all applicable federal, state, municipal, and Seneca Nation of Indians statutes, ordinances, regulations, and other legal requirements that apply to the performance of the work involved in the performance of this 100 percent state-funded maintenance contract. Seneca Nation legal requirements apply because this project is located within the boundaries of Seneca Nation territory, and the Seneca Nation has certain sovereign powers within Seneca Nation territories recognized by treaty with the United States.

The contractor is advised that applicable Seneca Nation requirements enacted and administered directly by the Seneca Nation include Tribal Employment Rights Ordinance (TERO) requirements including administrative fees (see below) and subcontracting, workforce hiring and scrap materials; and Seneca Nation environmental permitting requirements. There will be no separate pay items in this contract for compliance with such requirements. The contractor is expected to include the cost for compliance with such requirements in the bid price for the various items in the contract. The contractor is further advised that, while TERO requirements are Seneca Nation legal requirements rather than State legal requirements, any failure to comply with such requirements might affect adversely not only the contractor's continued ability to perform the work of the project, but also the State's ongoing working relationship with the Seneca Nation on this and other projects; and accordingly might raise issues requiring review, on a case by case basis, of the contractor's responsibility to receive the award of future competitively-bid state contracts.

The Council (Legislature) of the Seneca Nation of Indians enacted a Tribal Employment Rights Ordinance (TERO) on June 23, 1993, and most recently amended such TERO ordinance on March 30, 2005. The Contractor is responsible for obtaining a copy of the TERO ordinance from the Seneca Nation, and reviewing, understanding, and complying with it. The purpose of the TERO ordinance, as expressed by the Seneca Nation, is to guarantee a rightful share of business, employment, training, promotion and economic opportunities to qualified Indian-owned business and Indian workers for projects within the Nation's territories.

The Seneca Nation's TERO ordinance requires, among other things, that:

- Every covered employer (i.e. the Contractor) with a prime contract of \$50,000 or more shall pay directly to the Nation a one-time administrative **fee of 3 percent of the total amount of the contract**. The payment of such fee, payable to the Seneca Nation of Indians Treasurer, shall be required prior to commencing work.
- All persons and entities (i.e. the Contractor) performing work or business within the Seneca Nation's territories must apply a preference for qualified Indians in subcontracting and in employment.
- Covered employers (i.e. the Contractor) may be required to deliver scrap steel or other scrap materials from the project to the Seneca Nation for salvage.
- The Seneca Nation may also require the issuance of a Seneca Nation Waterways Permit for any projects involving work within or over waterways, and may impose additional environmental and/or construction monitoring fees in connection with such permits.

The Seneca Nation expects the Contractor to negotiate a TERO Compliance Plan addressing such TERO requirements for the project prior to the commencement of any work within the Seneca Nation's territory.

**FOR ADDITIONAL INFORMATION CONTACT  
THE SENECA NATION TERO OFFICE  
AT EITHER OF THE FOLLOWING ADDRESSES:**

*Allegany Territory*  
Seneca Nation TERO Office  
P.O. Box 231  
Salamanca, NY 14779  
Telephone: (716) 945-1790, ext. 3039  
Fax: (716) 945-1565

*Cattaraugus Territory*  
Seneca Nation TERO Office  
12885 Route 438  
Irving, NY 14081  
Telephone: (716) 532-1033, ext. 5413  
Fax: (716) 532-6178

(continued)

**SPECIAL NOTES (Cont'd)**

**REGION 6 SPECIAL NOTES**

Paint is the only option permitted in Region 6 for temporary and interim pavement markings, unless approved on a case by case basis by the Resident Engineer. Offset the centerline temporary/interim pavement markings so that the permanent markings will cover up the temporary/interim markings, as follows: 8" centerline offset for 2 lane roads, 6" centerline offset for multi-lane roadways.

A reminder that per Code Rule 753, a "Dig Safe" ticket shall be submitted for each project notifying of "...the movement or removal...of pavement..." Some of these utilities may request "no vibratory rolling" for a distance up to 100' over interstate/intercontinental gas/petroleum transverse crossings. Contractors can visit the following website to view whether there is a likelihood for these utilities in the project limits: <https://www.npms.phmsa.dot.gov/> and then click the npms public map viewer link and follow the instructions.

Region 6 – Hot Mix Asphalt Overlay Splices (Rebate):

All Region 6 hot mix asphalt overlay splices (pavement terminations) shall be installed as per NYSDOT Standard Sheet 402-01 issued under EB 08-036.

Special Note for Project 6V1311 Railroad Involvement:

There is a project proposed at each of the track crossings (RM 19-6101-1139 and RM 19-6101-1153) for May 2013 for an anticipated duration of 1 week each. Coordination with the Railroad contractor to minimize disruption to the traveling public will be required.

Coordination with Regional Bridge Maintenance Group

Prior to placing the overlay, Region 6 Bridge Maintenance will be placing a membrane over the following three bridges:

Project Number	BIN	Reference Marker
6V1313	1014920	19-6101-1043
	1014930	19-6101-1069
6V1345	1023490	36-6401-1045

The Acting Bridge Maintenance Engineer, Brian Mehlenbacher, shall be notified, 48 hours prior to paving the aforementioned structures.

**REGION 7 SPECIAL NOTES**

Special Work Zone Traffic Control – Pilot Vehicle – Region 7:

Unless otherwise specified, the highway shall be kept open to traffic at all times. Traffic shall be discontinued on the lanes where work is being performed on these projects; and as soon as paving is done and rolled, controlled traffic may be permitted thereon. For Region 7 projects in this Contract Award Notification, the Contractors shall provide sufficient two-way radio equipped pilot vehicles to guide traffic around paving work at a speed not to exceed 15 mph. The pilot vehicles shall be equipped with construction signs meeting the requirements of Section 6F.58 of the Manual of Uniform Traffic Control Devices and a rotating amber beacon.

SIGN	MINIMUM SIZE	LOCATION
PILOT CAR FOLLOW ME	G20-4 CONVENTIONAL 36" x 18"	ON BACK OF PILOT VEHICLES

The pilot vehicle shall have the name of the Contractor prominently displayed.

All cost for Work Zone Traffic Control including flagging, temporary pavement markings, channelizing devices, construction signs, and pilot vehicles shall be included in the prices per ton for bituminous concrete. No separate payment shall be made.

Exposed Longitudinal Joints:

Exposed Longitudinal Joints on any asphalt material placed by the Contractor under this award will not be permitted overnight. All centerline joints and/or abutting travel lane joints shall be required to be closed by the end of each work day.

(continued)

**SPECIAL NOTES (Cont'd)**

PIN 7V1333

PG Binder

Project 7V1333 requires the use of Polymer Modified (64-22ER) PG Binder. Use a polymer modified Performance Graded (PG) Binder PG 64-22 for the production of HMA mixtures. The PG Binder shall meet the requirements of AASHTO M320, Standard Specification for Performance Graded Asphalt Binder and **Elastic Recovery** requirements as shown in the table below:

**TEST ON THE ROLLING THIN FILM OVEN (RTFO) BINDER SAMPLE**

<b>Test</b>	<b>Requirements</b>
Elastic Recovery using ASTM D6084-04, Testing Procedure A, at 25°C	60% minimum

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification. Handling of the HMA shall be discussed at the pre-paving conference.

Night-time Work

Project 7V1333 requires the Contractor **to work at night**. The allowable work hours will be from 8:00 PM to 6:00 AM on Sunday to Thursday. Any work outside of these hours will require approval by the Resident Engineer.

PIN 7V1334:

9.5 mix to be applied – RM 1106 to 1175

6.3 mix to be applied – RM 1175 to 1185

Moisture Susceptibility Testing

Any HMA mix design where the primary aggregate component by weight is granite or crushed gravel will be subject to moisture susceptibility testing by the producer during design, unless this requirement is waived by the RME. TSR testing may be required by the RME when there is a change to the asphalt binder source.

Moisture susceptibility will be determined by calculating the tensile strength ratio (TSR) of each specimen according to AASHTO T 283, Resistance of Compacted Asphalt Mixtures to Moisture-Induced Damage, except as modified in Section VI.D. of NYSDOT Materials Method 5.16.

If the TSR of the HMA gyratory specimens is less than 80%, as required in AASHTO M 323, corrective action is required. Corrective action to improve the moisture susceptibility of the HMA mixture can include the use of anti-strip additives or blending of other aggregate materials to reduce the proportion of granite or gravel aggregates in the mix. When corrective action is necessary, any changes made to the design must be noted on the JMF, and all other volumetric and mechanical properties must be evaluated for compliance with NYSDOT Materials Method 5.16 using a one-point design. The results must be reported to the RME prior to production.

**REGION 9 SPECIAL NOTES**

Projects 902812 and 930713 – PG Binder

Projects 902812 and 930713 require the use of Polymer Modified (64-22ER) PG Binder. Use a polymer modified Performance Graded (PG) Binder PG 64-22 for the production of HMA mixtures. The PG Binder shall meet the requirements of AASHTO M320, Standard Specification for Performance Graded Asphalt Binder and **Elastic Recovery** requirements as shown in the table below:

**TEST ON THE ROLLING THIN FILM OVEN (RTFO) BINDER SAMPLE**

<b>Test</b>	<b>Requirements</b>
Elastic Recovery using ASTM D6084-04, Testing Procedure A, at 25°C	60% minimum

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification. Handling of the HMA shall be discussed at the pre-paving conference.

PIN 930714 – Cobleskill Historic District

There is a historic district within the contract limits. The Cobleskill Historic District is between Reference Marker 7 9504 1090-1096. The proposed work in this area is in accordance with the Federal Preservation Act. If additional work becomes warranted within the historic areas it may not be done without being reviewed by the Region 9 Regional Cultural Resources Coordinator for regulatory compliance.

(continued)

GENERAL INFORMATION (Cont'd)

**SUPERPAVE HOT MIX ASPHALT:**

The following are design criteria for SUPERPAVE Hot Mix Asphalt Items for projects contained in this Contract Award Notification:

**SUPERPAVE HOT MIX ASPHALT DESIGN CRITERIA:**

<b>Project Number</b>	<b>Item</b>	<b>80kN EAL's</b>	<b>Aggregate Size</b>	<b>PG Binder</b>
1V1241	402.097202	< 30.0 Mil	9.5	PG 64-22
1V1242	402.097202	< 30.0 Mil	9.5	PG 64-22
1V1311	402.096202	< 30.0 Mil	9.5	PG 64-22
	402.058902	N/A	Type 5 Shim	PG 64-22
1V1312	402.097302	< 30.0 Mil	9.5	PG 64-22
	402.058902	N/A	Type 5 Shim	PG 64-22
1V1313	402.096202	< 30.0 Mil	9.5	PG 64-22
	402.058902	N/A	Type 5 Shim	PG 64-22
1V1314	402.096202	< 30.0 Mil	9.5	PG 64-22
	402.058902	N/A	Type 5 Shim	PG 64-22
1V1331	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
	402.058902	N/A	Type 5 Shim	PG 64-22
1V1341	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
	402.058902	N/A	Type 5 Shim	PG 64-22
1V1342	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
	402.058902	N/A	Type 5 Shim	PG 64-22
1V1351	402.096302	< 30.0 Mil	9.5	PG 64-22
	402.058902	N/A	Type 5 Shim	PG 64-22
1V1361	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
	402.058902	N/A	Type 5 Shim	PG 64-22
1V1382	402.096202	< 30.0 Mil	9.5	PG 64-22
	402.058902	N/A	Type 5 Shim	PG 64-22
1V1383	402.096202	< 30.0 Mil	9.5	PG 64-22
	402.058902	N/A	Type 5 Shim	PG 64-22
1V1384	402.096202	< 30.0 Mil	9.5	PG 64-22
	402.058902	N/A	Type 5 Shim	PG 64-22
2V1321	402.097302	< 0.3 Mil	9.5	PG 58-34
	402.017902	< 0.3 Mil	9.5	PG 58-34
2V1361A	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
	402.058902	N/A	Type 5 Shim	PG 64-22
2V1361B	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
	402.058902	N/A	Type 5 Shim	PG 64-22
2V1371	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
	402.058902	N/A	Type 5 Shim	PG 64-22
2V1372A	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
	402.058902	N/A	Type 5 Shim	PG 64-22
2V1372B	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
	402.058902	N/A	Type 5 Shim	PG 64-22
2AP030	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
	402.058902	N/A	Type 5 Shim	PG 64-22
2AP033	402.096202	< 30.0 Mil	9.5	PG 64-22 ER
	402.018902	< 30.0 Mil	9.5	PG 64-22
2AP036	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
	402.058902	N/A	Type 5 Shim	PG 64-22
2AP037	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
	402.058902	N/A	Type 5 Shim	PG 64-22

(continued)

**SUPERPAVE HOT MIX ASPHALT DESIGN CRITERIA:**

<b>Project Number</b>	<b>Item</b>	<b>80kN EAL's</b>	<b>Aggregate Size</b>	<b>PG Binder</b>
2AP038	402.06820118 402.058902	< 30.0 Mil N/A	6.3 Type 5 Shim	PG 64-22 ER** PG 64-22
2AP039	402.096202 402.018902	< 30.0 Mil < 30.0 Mil	9.5 9.5	PG 64-22 ER PG 64-22
2AP040	402.096202 402.018902	< 30.0 Mil < 30.0 Mil	9.5 9.5	PG 64-22 ER PG 64-22
360225	402.096202	< 30.0 Mil	9.5	PG 64-22
360302	402.096202	< 30.0 Mil	9.5	PG 64-22
360303	402.096302 402.018902	< 30.0 Mil < 30.0 Mil	9.5 9.5	PG 64-22 PG 64-22
360305	402.096301	< 30.0 Mil	9.5	PG 64-22
360307	402.126302	< 30.0 Mil	12.5	PG 64-22
401539	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
401542	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
401543	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
402051	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
402128	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
403197	402.06820118 402.018902 402.058902	< 30.0 Mil < 30.0 Mil N/A	6.3 9.5 Type 5 Shim	PG 64-22 ER** PG 64-22 PG 64-22
403366	402.06820118 402.058902	< 30.0 Mil N/A	6.3 Type 5 Shim	PG 64-22 ER** PG 64-22
403622	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
407715	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
409656	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
409848	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
410450	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
410478	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
410479	402.06820118 402.058902	< 30.0 Mil N/A	6.3 Type 5 Shim	PG 64-22 ER** PG 64-22
436204	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
5V1311	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
5V1313	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
5V1320	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
5V1323	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
5V132B	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
5V132C	402.096302	< 30.0 Mil	9.5	PG 64-22
5V1331	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
5V1332	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
5V1333	402.06820118 402.058902	< 30.0 Mil N/A	6.3 Type 5 Shim	PG 64-22 ER** PG 64-22
5V1337	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
5V1341	402.096202	< 30.0 Mil	9.5	PG 64-22
5V1342	402.096202	< 30.0 Mil	9.5	PG 64-22
5V1343	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
5V1345	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
5V1347	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
5V1351	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
5V1352	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
6V1311	402.126302 402.018902	< 30.0 Mil < 30.0 Mil	12.5 9.5	PG 64-22 PG 64-22

(continued)

**SUPERPAVE HOT MIX ASPHALT DESIGN CRITERIA:**

<b>Project Number</b>	<b>Item</b>	<b>80kN EAL's</b>	<b>Aggregate Size</b>	<b>PG Binder</b>
6V1313	402.06830118 402.018902	< 30.0 Mil < 30.0 Mil	6.3 9.5	PG 64-22 ER** PG 64-22
6V1345	402.126302	< 30.0 Mil	12.5	PG 64-22
6V1347	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
7V1311	402.06830118 402.018902	< 30.0 Mil < 30.0 Mil	6.3 9.5	PG 64-22 ER** PG 64-22
7V1312	402.06830118 402.018902	< 30.0 Mil < 30.0 Mil	6.3 9.5	PG 64-22 ER** PG 64-22
7V1313	402.06820118 402.018902	< 30.0 Mil < 30.0 Mil	6.3 9.5	PG 64-22 ER** PG 64-22
7V1314	402.126302	< 30.0 Mil	12.5	PG 64-22
7V1315	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
7V1316	402.126302 402.018902	< 30.0 Mil < 30.0 Mil	12.5 9.5	PG 64-22 PG 64-22
7V1321	402.126302	< 30.0 Mil	12.5	PG 64-22
7V1322	402.126302	< 30.0 Mil	12.5	PG 64-22
7V1323	402.126302	< 30.0 Mil	12.5	PG 64-22
7V1331	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
7V1332	402.097302	< 30.0 Mil	9.5	PG 64-22
7V1333	402.096202	< 30.0 Mil	9.5	PG 64-22 ER
7V1334	402.06830118 402.096302	< 30.0 Mil < 30.0 Mil	6.3 9.5	PG 64-22 ER** PG 64-22
7V1335	402.096202	< 30.0 Mil	9.5	PG 64-22
7V1336	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
7V1341	402.096302	< 30.0 Mil	9.5	PG 64-22
7V1342	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
7V1343	402.06830118	< 30.0 Mil	6.3	PG 64-22 ER**
7V1351	402.096302 402.018902	< 30.0 Mil < 30.0 Mil	9.5 9.5	PG 64-22 PG 64-22
7V1352	402.096202 402.018902	< 30.0 Mil < 30.0 Mil	9.5 9.5	PG 64-22 PG 64-22
7V1353	402.06820118 402.018902	< 30.0 Mil < 30.0 Mil	6.3 9.5	PG 64-22 ER** PG 64-22
7V135A	402.097202 402.018902	< 30.0 Mil < 30.0 Mil	9.5 9.5	PG 64-22 PG 64-22
901111	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**
902812	402.097302	< 30.0 Mil	9.5	PG 64-22 ER
930713	402.127202	< 30.0 Mil	12.5	PG 64-22 ER
930714	402.06820118	< 30.0 Mil	6.3	PG 64-22 ER**

\*\* Binder shall be polymer modified to meet the elastic recovery requirements shown in the specifications

(continued)

PROJECT DIMENSIONS

<b>Project Number</b>	<b>Items</b>	<b>Resurfacing Depth (in)</b>	<b>Travel Lanes Width (ft.) (total)</b>	<b>Lane Width (ft.) (one lane)</b>	<b>Shoulder Width (ft.) (one shldr)</b>	<b>Number Lanes</b>
1V1311	402.096202	1.5	24	12	4	2
	402.058902	0.375	24	12	4	2
1V1312	402.097302	1	20	10	3	2
	402.058902	0.375	20	10	3	2
1V1313	402.096202	1.5	22	11	4	2
	402.058902	0.375	22	11	4	2
1V1314	402.096202	1.5	22	11	2.5	2
	402.058902	0.375	22	11	2.5	2
1V1331	402.06820118	1	24	12	3	2
	402.058902	0.375	24	12	3	2
1V1341	402.06820118	0.75	24	12	4	2
	402.058902	Varies	24	12	4	2
1V1342	402.06820118	0.75	22	11	4	2
	402.058902	Varies	22	11	4	2
1V1351	402.096302	1.5	24	12	8	2
	402.058902	0.375	24	12	8	2
1V1361	402.06820118	0.75	24	12	8	2
	402.058902	Varies	24	12	8	2
1V1382	402.096202	1.5	24	12	10 & Varies	2
	402.058902	Varies	24	12	10 & Varies	2
1V1383	402.096202	1.5	20	10	10 & Varies	2
	402.058902	Varies	20	10	10 & Varies	2
1V1384	402.096202	1.5	22	11	10 & Varies	2
	402.058902	Varies	22	11	10 & Varies	2
2V1321	402.097302	2.0	22	11	6	2
	402.017902	1.5	22	11	6	2
2V1361A	402.06820118	1	48	12	4 & 10	4
	402.058902	0.5				
2V1361B	402.06820118	1	22- 24	11-12	4 to 9	2
	402.058902	0.5				
2V1371	402.06820118	1	24	12	10	2
	402.058902	0.5				
2V1372A	402.06820118	1	24	12	7	2
	402.058902	0.5				
2V1372B	402.06820118	1	20	10	4	2
	402.058902	0.5				
2AP030	402.06820118	1	25	13	8	2
	402.058902	0.5				
2AP033	402.096202	1.5	24	12	4-6	2
	402.018902	0.5				
2AP036	402.06820118	1	27	14	6- 8	2
	402.058902	0.5				
2AP037	402.06820118	1	22	11	6	2
	402.058902	0.5				
2AP038	402.06820118	1	24	12	10-11	2
	402.058902	0.5				
2AP039	402.096202	1.5	24	12	8 -10	2
	402.018902	0.5				
2AP040	402.096202	1.5	20-33	10- 22	5-6	2
	402.018902	0.5				
360225	402.096202	1.5	52	12	6-9	4

(continued)

PROJECT DIMENSIONS

<b>Project Number</b>	<b>Items</b>	<b>Resurfacing Depth (in)</b>	<b>Travel Lanes Width (ft.) (total)</b>	<b>Lane Width (ft.) (one lane)</b>	<b>Shoulder Width (ft.) (one shldr)</b>	<b>Number Lanes</b>
360302	402.096202	1.5	20-64	12	0-8	2 to 4
360303	402.096302	1.5	22	11	6	2
	402.018902	1	22	11	6	2
360305	402.096301	1.5	22	11	6	2
360307	402.126302	1.5	20-22	10-11	4-6	2
401539	402.06820118	1	24	12	8	2
401542	402.06820118	0.75	22	11	8	2
401543	402.06830118	0.75	20	10	6	2
402051	402.06830118	0.75	24	12	6	2
402128	402.06820118	0.75	24	12	10	2
403197	402.06820118	0.75	24	12	8-10	2
	402.018902		24	12	8-10	2
	402.058902		24	12	8-10	2
403366	402.06820118	0.75	26	13	6-9	2
	402.058902		26	13	6-9	2
403622	402.06820118	0.75	24	12	6	2
407715	402.06830118	0.75	24	12	6	2
409656	402.06820118	0.75	26-52	13	10	2-4
409848	402.06820118	0.75	24-48	12	8-10	2-4
410450	402.06820118	0.75	24	12	10	2 +
410478	402.06830118	0.75	24	12	10	2
410479	402.06820118	0.75	24-48	12	0-8	2-4
	402.058902		24-48	12	0-8	2-4
436204	402.06830118	0.75	23	11.5	3.5	2
5V1311	402.06830118	1	30-48	12-15	0-2	2-4
5V1313	402.06830118	1	20-22	10-11	0-7	2
5V1320	402.06830118	0.75	22-36	11-18	7	2
5V1323	402.06830118	0.75	22-24	11-12	5-8	2
5V132B	402.06830118	0.75	20-24	10-12	0-8	2
5V132C	402.096302	2	22-24	11-12	6-12	2
5V1331	402.06820118	0.75	60	12	3.5	5
5V1332	402.06820118	0.75	60	12	0	5
5V1333	402.06820118	1	24	12	6-8	2
	402.058902	1-2	Rut Filling at Dodge Rd & N French Rd			
5V1337	402.06820118	0.75	52-57	12-14	0-3.5	4-5
5V1341	402.096202	1.5	24	12	10	2
5V1342	402.096202	1.5	22-24	11-12	1-2.5	2
5V1343	402.06820118	0.75	47-58	11-12	0	4-5
5V1345	402.06820118	0.75	24	12	4.5	2
5V1347	402.06820118	0.75	24	12	8	2
5V1351	402.06820118	0.75	24 Plus turning Ln at intersections	12	8	2+
5V1352	402.06820118	0.75	22-24	11-12	8 & varies	2
6V1311	402.126302	1.5	24	12	5.7	2
	402.018902	0.75	24	12	5.7	2
6V1313	402.06830118	1	22.4	11.2	9.2	2
	402.018902	1	22.4	11.2	9.2	2
6V1345	402.126302	1.5	22	11	6	2

(continued)

PROJECT DIMENSIONS

<b>Project Number</b>	<b>Items</b>	<b>Resurfacing Depth (in)</b>	<b>Travel Lanes Width (ft.) (total)</b>	<b>Lane Width (ft.) (one lane)</b>	<b>Shoulder Width (ft.) (one shldr)</b>	<b>Number Lanes</b>
6V1347	402.06830118	1	24	12	8.8	2
7V1311	402.06830118	0.75	24	12	8	2
	402.018902	0.5	24	12	8	2
7V1312	402.06830118	0.75	24	12	12	2
	402.018902	0.5	24	12	12	2
7V1313	402.06820118	0.75	24	12	10	2
	402.018902	0.5	24	12	10	2
7V1314	402.126302	1.5	24-48	12	8-10	2,4
7V1315	402.06820118	0.75	22	11	6	2
7V1316	402.126302	1.5	24	12	7	2
	402.018902	0.5	24	12	7	2
7V1321	402.126302	1.5	22	11	6	2
7V1322	402.126302	1.5	22	11	6	2
7V1323	402.126302	1.5	24	12	6	2
7V1331	402.06830118	0.75	24	12	5	2
7V1332	402.097302	1.5	24	12	2	2
7V1333	402.096202	1.5	44-64	11-16	0	4
7V1334	402.06830118	0.75	24-54	12	0-4	2
	402.096302	1.5	24-54	12	0-4	2
7V1335	402.096202	1.5	24	12	3-8	2
7V1336	402.06820118	1	24-36	12-18	5-10	2
7V1341	402.096302	1.5	22	11	8	2
7V1342	402.06830118	0.75	24	12	7	2
7V1343	402.06830118	0.75	24	12	7	2
7V1351	402.096302	1.5	24	12	10	2
	402.018902	0.5	24	12	10	2
7V1352	402.096202	1.5	24	12	8-10	2
	402.018902	0.5	24	12	8-10	2
7V1353	402.06820118	1	48	12	7.5	4
	402.018902	0.5	48	12	7.5	4
7V135A	402.097202	1.5	24	12	10	2
	402.018902	0.5	24	12	10	2
901111	402.06820118	1	24 - 36	12	8-12	2-3
902812	402.097302	1.5	22-34	11	4 to 8	2-3
930713	402.127202	1.5	24	12	4	2
930714	402.06820118	1	24	12	8	2

(continued)

**REBATES:**

<b>Project Number</b>	<b>Rebate Location</b>	<b>Rebate Width (Ft)</b>
1V1311	Beginning of Project	30
	Old State Road	30
	RM 1002 + 100 Left	28
	Oakbrook Manor	35
	Cary Street	75
	Martins Hill Road	90
	Main Street	75
	Moxley Street	35
	Western Ave	30
	Mountain Road	50
	Mountain Road Ext.	60
	Maplecrest Drive	45
	Fuller Road	35
	Winnie Ave	55
	County Road 101	100
	Ravena High School	50
	Kinley Road	75
	Old Ravena Road	100
Miller Road	75	
End	30	
1V1312	Beginning	26
	End	26
1V1313	Beginning	30
	Gardener Road	40
	Mynderse Lane	20
	Mynderse Lane	20
	Hawes Road	20
	Rt. 158	40
	Osborn Rd	20
	Weaver Road	20
	Hurst Road	55
	Depot Road	60
	Robinson Lane	55
	School Road	32
	Diagonal Road	35
	Frenchs Mill Road	50
	Van Buren Blvd	100
	Frenchs Hollow Road	75
	Tawasentha Park	75
	Christopher Lane	26
Halfmoon Drive	50	
End	80	
1V1314	Beginning	27
	Smoky Hollow Road	30
	N Rd	30
	County Road 11	150
	Route 443 South	60
	Route 443 North	75
	Glenwood Drive	60
	Gulf Hill Road	50
	Lower Letter S Left	50
	Lower Letter S Right	50
	Lower Letter S Left 2nd Drive	50
(Cont'd)		

(continued)

**REBATES:**

<b>Project Number</b>	<b>Rebate Location</b>	<b>Rebate Width (Ft)</b>
1V1314 (Cont'd)	Route 443	30
	Loop 85 1st	25
	Loop 85 2nd	25
	Loop 85 3rd	25
	Stovepipe Road	50
	Thatcher Park Road	50
	The Old Road	40
	Route 157	32
End	30	
1V1331	RM 1000 Route 32 County Line	45
	RM 1000+200' Silver Spur	157
	RM 1003.5 Oak Road	108
	RM 1011 Angelas	500
	RM 1015-250' Bridge South End	40
	RM 1015+250' Bridge North End	33
	RM 1016 23A East	103
	RM 1016+50' 23A West	86
	RM 1024 Greens Rd South	50
	RM 1025 Kiskatom FH	130
	RM 1026-200 Mountain TPKE	145
	RM 1028 Greens RD North	70
	RM 1026 Friar Tuck	90
	RM 1032 Walter Smith Rd	70
	RM 1034 Walter Smith Rd	70
	RM 1037 Game Farm Road	70
	Bridge South End	35
	Bridge North End	35
	RM 1040 Cauterskill RD	60
	RM 1040 Hearts Content Road	66
	RM 1042 B&B Lounge	80
	RM 1042 B&B Lounge	35
	RM 1060 Foster Rd	50
	RM 1061 Becks Rd	77
	RM 1062 Cairo Junction Rd	90
	RM 1062 Becks Rd	30
	RM 1065 - 150' Joel Austin Rd	65
	RM 1065 + 100' Cairo Junction Rd	100
	RM 1080 Nicks Restaurant	60
	RM 1080 + 200' Silver Spur	50
	RM 1080 +225' Silver Spur	100
	RM 1087 Slaters	60
RM 1088 Route 23B	140	
RM 1088 Route 23B	140	
RM 1090 CVS	50	
RM 1091 McDonalds	120	
RM 1092 Route 23	120	
1V1341	RM 1264 Beg. Of Project	32
	RM 1269 +/- Pull off Entrance	24
	RM 1274 End of Project	32
1V1342	RM 5017 Beg. Of Project	30
	RM 5043 End of Project	30
1V1351 (Cont'd)	Wrights Loop	30
	Wrights Loop	30

(continued)

**REBATES:**

<b>Project Number</b>	<b>Rebate Location</b>	<b>Rebate Width (Ft)</b>
1V1351 (Cont'd)	Lohnes Rd	30
	River Rd	30
	River Rd	30
	Ensign Lane	30
	Wilbur Rd	30
	Wilbur Rd	20
	Hanehan Rd	30
	Coveville Rd	30
1V1361	5S-RM1000	40
	5S-RM1026 (103 intersection)	32
	103-RM1000	90
	103-RM1002	24
	SR160	220
	Ferry St.	55
	Elm St.	40
	Pattersonville – Rynex Corners Road	60
	Leggiero Lane	45
	Turnbull Lane	30
	Mohawk Dr.	60
	Leonard St.	40
	Alexander St.	40
	Riverside Dr.	65
Ulrich Dr.	65	
1V1382	RM 22-18081056	60
	RM 22-18081064 at RR	44
	RM 22-18081065 at RR	44
	RM 22-18081067	44
1V1383	RM 372-18011070	30
	RM 372-18011083	60
1V1384	RM 22-18081169	40
	RM 22-18081180	40
2V1321	Beginning of Project	34
	End of Project	34
2V1361A	RM 5S-2601-1012 (EB & WB)	2 @ 38
	Culver Ave. (On and Off Ramps EB & WB)	4 @ 28
	Turner Ave. (On and Off Ramps EB & WB)	4 @ 28
	Rte. 5S over Pitcher St. Bridge (EB & WB)	4 @ 38
	RM 5S-2601-1030 (EB & WB)	2 @ 50
2V1361B	RM 12C-2601-2041	40
	RM 12C-2601-2082	38
	Rte. 291 over MA&N RR	2 @ 40
2V1371	RM 31-2410-1116	40
	RM 13-2405-1381	32
	RM 13-2405-1382 (Rte. 13 @ 100' North of Rte. 31)	36
	Rte. 316 @ 300' South of Rte. 31	32
	RM 31-2611-1000 Oneida County Line	46
	RM 31-2611-1002	46
	Rte. 46 @ 100' North and South of Rte. 31	2 @ 45
RM 31-2611-1041	42	
2V1372A	RM 31-2410-1000 Onondaga County Line	38
	RM 31-2410-1089	38
2V1372B	RM 46-2401-1095	28
	RM 46-2401-1140	28

(continued)

**REBATES:**

<b>Project Number</b>	<b>Rebate Location</b>	<b>Rebate Width (Ft)</b>
2AP030	RM 365-2601-1014	33
	RM 365-2601-1029	33
2AP033	RM 67-2101-3000	30
	RM 67-2101-3028	30
2AP036	RM 5-2610-3032	72
	Rte. 26 100 +/- from Rte. 5	2 @ 30
	RM 5-2610-3051	44
2AP037	RM 26-2605-3029	1 @ 34
	RM 26-2605-3049	1 @ 34
2AP038	RM 30-2105-1120	44
	RM 30-2105-1151	34
2AP039	RM 30-2105-1151	44
	RM 30-2105-1174	40
2AP040	RM 46-2602-3009	36
	RM 46-2602-3024	36
360225	RM 13 3204 1034	64
	RM 13 3204 1046	70
360302	RM 11 3202 3000	40
	RM 11 3202 3026	36
360303	RM 11 3303 1000	34
	RM 11 3303 1014	36
	RM 11 3303 1006+3'	34
	RM 11 3303 1006+26'	34
	RM 11 3303 1006 +256'	34
	RM 11 3303 1006+305'	34
360305	RM 69 3401 1004-34'	35
	RM 69 3401 1049	40
	RM 69 3401 1049+50	40
	RM 69 3401 1056	32
	RM 69 3401 1056+50	32
	RM 69 3401 1058	32
	RM 69 3401 1058+50	32
	RM 69 3401 1063	32
360307	RM 38-3603-1000	34
	RM 38-3603-1038	34
401539	15-403-1074	40
	Tree Top Lane @ RM 1073	40
	Telephone Road @ RM 1070	40
	Overland Trail @ RM 1066	40
	Martin Road @ RM 1063 (2@ 48)	96
	Henrietta-Rush Town Line Road @ RM 1057	96
	High Tech Drive @ RM 1055	40
	5 locations unnamed @ 40ft	200
	15-4303-1051	40
401542	RM 15A-4203-1107	40
	Rexon St	60
	Gale Rd	60
	Merkham Rd (2@80)	160
	RM 15A-4203-1126	60
401543	RM 15-4202-1116	40
	Zandt Rd	60
	Shelly Rd (2@60)	120
	Price Rd	60
(Cont'd)		

(continued)





**REBATES:**

<b>Project Number</b>	<b>Rebate Location</b>	<b>Rebate Width (Ft)</b>
407715 (Cont'd)	Rte. 77 @ Centerline Rd (eastside) Rte. 77 @ Rte. 20A	70 120
409656	RM 96-4404-1245 Lane Rd Rte. 251 Rowley Rd RM 96-4404-1262	60 90 170 100 80
409848	RM 98-4103-2019 RM 98-4103-2020 Bridge over Thurway (2 @70) West Saile Dr Town Line Rd (2@80) Edgerton Rd Rte. 262 RM 98-4103-3035 +300 RM 98-4103-3047 +250 Lockport Rd (2@80) Ridge Rd (2@90) West Muck Rd (2@80) RM 98-4504-1012 +300	70 70 140 80 160 80 120 45 45 160 180 160 45
410450	104 3704 1248 RR @ 104 3704 1282 104 3704 1303 End of Rte. 89 off ramp Beginning of Rte. 89 on ramp	44 2 @ 44 44 22 22
410478	RM 104-4502-1000 Fruit Ave (2@90) Marshall Rd (2@80) Rte. 63 Angling Rd Rte. 63 Horan Rd Bates Rd Swett Rd Oregon Rd Oak Orchard Rd RM 1071 bridge joints (2@45) Culvert Rd Knowlesville Rd (2@100) RM 104-4502-1081 +300	45 180 160 160 120 120 80 80 90 90 100 90 100 200 45
410479	RM 104 4303 1000 RM 104 4303 1018, Redman Rd. RM 104 4303 1028, Drake Rd. RM 104 4303 1038, Rt. 19 RM 104 4303 1067, Gallup Rd. RM 104 4303 1072 RM 104 4303 1080, Hinkleyville Rd. RM 104 4303 1093, Trimmer Rd. RM 104 4303 1107	70 2 at 100 85 2 at 105 80 102 88 2 at 75 70
436204 (Cont'd)	Rte. 362 @ Rte. 39 Rte. 362 Old Rte. 39 Rte. 362 @ School St Rte. 362 @ Main St. (westside)	60 40 65 40

(continued)

**REBATES:**

<b>Project Number</b>	<b>Rebate Location</b>	<b>Rebate Width (Ft)</b>
436204 (Cont'd)	Rte. 362 @ Main St. (eastside)	40
	Rte. 362 @ Liberty St	40
	Rte. 362 @ West Hill Rd	50
	Rte. 362 @ Garry Rd	42
	Rte. 362 @ Hall Rd	60
	Rte. 362 @ Hobday Rd	60
	Rte. 362 @ Rte. 78	90
5V1311	RM 954E-5101-1000 N. 12th St.	60
	RM 954E-5101-1006 Homer St.	80
5V1313	RM 322-5101-1000 Chaut. Co. Line	34
	RM 322-5101-1032 Rt. 62	130
5V1320	39-5201-1000 Rt. 20	75
	39-5201-1046 Walnut St.	40
	39-5201-1057 Hillview	40
	39-5201-1112 County Line Rd.	40
5V1323	17-5201-1000 Rt. 5	50
	17-5201-1004 BIN 5011990	2 at 38
	17-5201-1011 BIN 3012000	48
	17-5201-1011 BIN 3012000	58
	17-5201-1012 BIN 3012010	2 at 56
	17-5201-1016 Rt. 20	1 at 80
	17-5201-1016 Rt. 20	1 at 70
17-5201-1021	34	
5V132B	74-5201-1164 Panama WVL	26
	74-5201-1173 N. Broadway	2 at 50
	74-5201-1179 Eddy Rd.	40
5V132C	76-5201-1000	85
	76-5201-1058	47
5V1331	Project south terminus	79
	BIN 1030300 begin approach	88
	BIN 1030300 end approach	87
	Project north terminus BIN 1030310	52
5V1332	Project south terminus	62
	Project north terminus	61
5V1333	Project south terminus	50
	Project north terminus	80
5V1337	West project limit (east side of NY 78 intersection)	64
	West edge of whitetopping at Central Ave	64
	East edge of whitetopping at Central Ave	64
	East project limit	52
	(west side of Cemetery Rd intersection)	
5V1341	Project west terminus	45
	Project east terminus	48
5V1342	Project south terminus	26
	BIN 6050680 begin approach	25
	BIN 6050680 end approach	25
	Project north terminus	24
5V1343	Project south terminus	119
	BIN1042570 begin approach	45
	BIN 1042570 end approach	45
	Project north terminus	58
5V1345	Project west terminus	40
	Project east terminus	33

(continued)

**REBATES:**

<b>Project Number</b>	<b>Rebate Location</b>	<b>Rebate Width (Ft)</b>
5V1347	South project limit (NY 277)	40
	North project limit (Sunnyside Dr.)	40
5V1351	RM 324 5302 1016	50
	RM 324 5302 1054	40
5V1352	RM 93 5401 2017	70
	Bunker Hill Rd (RM 93 5401 3027)	70
	Bunker Hill Rd (RM 93 5401 3029)	120
	Bridge (RM 93 5401 3071)	50
	Bridge (RM 93 5401 3072)	50
	RM 93 5401 3098	70
6V1311	RM 19-6101-1126 project begin	35
	CIN C610079 RM 19-6101-1135	2 at 34
	WNY & PA RR RM 19-6101-1139	2 at 40
	BIN 1014940 RM 19-6101-1141	2 at 42
	BIN 1014950 RM 19-6101-1149	2 at 41
	WNY & PA RR RM 19-6101-1153	2 at 39
	RM 19-6101-1173 project end	41
6V1313	RM 19-6101-1000 project begin	38
	RM 19-6101-1070 project end	39
6V1345	RM 36-6401-1000 project begin	34
	BIN 1023460 RM 36-6401-1014	2 at 34
	BIN 1023470 RM 36-6401-1016	2 at 34
	BIN 1023480 RM 36-6401-1031	2 at 34
	BIN 1023490 RM 36-6401-1045	2 at 34
	RM 36-6401-1053 project end	34
6V1347	RM 21-6402-3317 project begin	128
	BIN 1060160 RM 21-6402-3032	2 at 43
	RM 21-6402-3047 project end	34
7V1311	RM 11-7108-1079, Beg. of Job	56.6
	RM 11-7108-1099, End of Job	56.6
	RM 190-7102-1111, End of Rt. 190	53.8
7V1312	RM 11-7108-1243, Beg. of Job	67.9
	RM 11-7108-1308, End of Job	67.9
7V1313	RM 11-7108-1309, Beg. of Job	62.2
	RM 11-7108-1356, End of Job	62.2
7V1314	RM 9-7114-3200, Beg. Of Job	96.2
	RM 971B-7101-1003	62.2
	RM 972D-7101-1000	62.2
	RM 972D-7101-1003	62.2
7V1315	Mainline:	
	RM 1188, Beginning of Project	48.1
	RM 1239, End of Project	48.1
	4 Ramps:	
	Rte. 374 On Ramp (30 ft. wide)	42.4
	Rte. 374 Off Ramp (30 ft. wide)	42.4
	Jennings Rd. Crossover Ramp(45ftW)	63.6
	Rte. 322B Slip Ramp (30 ft. wide)	42.4
7V1316	RM 3059, Beginning of Project	53.7
	RM 3187, End of Project	53.7
7V1321	RM 30-7209-1695, Beg. Of Job	48.1
	RM 30-7209-1731, End Of Job	48.1
	RM 30-7209-1723, Beg. Of Bridge	48.1
	RM 30-7209-1723, End Of Bridge	48.1

(continued)

**REBATES:**

<b>Project Number</b>	<b>Rebate Location</b>	<b>Rebate Width (Ft)</b>
7V1322	RM 186-7201-1040, End Of Job	48.1
	RM 186-7201-1000, Beg. Of Job	48.1
	RM 186-7201-1002, Beg. of RR Xing	48.1
	RM 186-7201-1002, End of RR Xing	48.1
7V1323	RM 30-7209-1588, Beg. Of Job	51
	RM 30-7209-1634, End Of Job	51
	RM 30-7209-1626, Beg. Of Bridge	51
	RM 30-7209-1626, End of Bridge	51
7V1331	RM 3-7302-1000, Begin of job	48.1
	RM 3-7302-1122, End of job	48.1
	RM 3-7302-1023, Begin of Bridge	48.1
	RM 3-7302-1023, End of Bridge	48.1
	RM 3-7302-1050, Begin of Bridge	48.1
	RM 3-7302-1050, End of Bridge	48.1
7V1332	RM 178-7301-1008, End of Job	39.6
7V1333	No Rebates due to Production Milling	
7V1334	RM 180-7301-1106, Begin of Job	45.3
	RM 180-7301-1185, End of Job	42.4
	RM 180-7301-1182, Rt. 411 intersection	42.4
	RM 180-7301-1122, Begin of Bridge	36.8
	RM 180-7301-1122, End of Bridge	36.8
7V1335	RM 2070 End of Project (only)	42.4
7V1336	RM 1133, End of Project (only)	48.1
7V1341	RM 58-7501-1132, Begin of job	53.8
	RM 58-7501-1163, End of job	53.8
7V1342	RM 126-7301-1066, Beg. Of Job	53.8
	RM 126-7301-1128, End Of Job	53.8
7V1343	RM 410-7401-1028, Beg. Of Job	53.8
	RM 410-7401-1040, End Of Job	53.8
7V1351	RM 11-7506-1000, Begin of Job	62.2
	RM 11-7506-1042, End of Job	62.2
7V1352	No Rebates due to Production Milling	
7V1353	RM 37-7502-1622, Begin of Job	89
	RM 37-7502-1677, End of Job	89
7V135A	RM 971A-7501-1000, Begin of Job	62.2
	RM 971A-7501-1006, End of Job	62.2
901111	Rt. 145, Int. at Rt. 30	152
	Sunnyside Rd (C.R. 57)	50
	Higrove Ln	48
	Shool House Rd	50
	Ecker Hollow Rd (CR 41)	66
	Keyser Rd	87
	Schoharie Hill Rd	64
	Ecker Hollow Rd (CR 41)	66
	Snyder Bro Rd	55
	National Grid	42
	Gobbler's Knob	61
	Mineral Springs Rd	117
	I-88, Eastbound, On Ramp	80
	I-88, Eastbound, Off Ramp	53
	I-88, Westbound, On Ramp	59
	I-88, Westbound (EB), Off Ramp	50
Rt. 145, Int. at Rt. 7	87	

(continued)

**REBATES:**

<b>Project Number</b>	<b>Rebate Location</b>	<b>Rebate Width (Ft)</b>
902812	RM 23-9402-1000 (start)	38
	CR 18; RM 23-9402-1001 Rt.	44
	CR 18; RM 23-9402-1001 Lt	44
	Creighton Rd.; RM 23-9402-1002	100
	CR 4; RM 23-9402-1021	46
	Leib Rd.; RM 23-9402-1026	36
	Dimmock Hollow Rd.; RM 1045	40
	Wells Rd.; RM 1045	38
	Bourne Hill Rd.; RM 1046	44
	RM 23-9402-1054 (end)	38
930713	RM 7-9403-3016 (start)	32
	CR 58A; RM 7-9403-3037	48
	State Rte. 992G	58
	RM 7-9403-3041 (bridge begins)	32
	RM 7-9403-3041 (bridge ends)	32
	RM 7-9403-3049 (end)	32
930714	7-9504-1072 (-1088), Hite - MacArthur Ave, Cobleskill	80

(continued)

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

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

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

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

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

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

**CONTRACTOR**

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

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_  
 Address: \_\_\_\_\_ Title: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Phone: \_\_\_\_\_  
 \_\_\_\_\_ E-mail: \_\_\_\_\_

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

OGS NYS PROCUREMENT  
 Customer Services, 38th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
 \* \* \* \* \*