



# Contract Award Notification (Revised)

|                                |  |
|--------------------------------|--|
| <b>Title</b>                   | : <b>Group 31503<br/>Bituminous Concrete - Hot Mix Asphalt - VPP<br/>(2016 NYSDOT Specific Projects)<br/>(Federal &amp; State Funds)<br/>NYS Contract Reporter Category/Classification:<br/>Construction, Horizontal – Highways &amp; Roadways;<br/>Maintenance, repair &amp; new construction<br/>Classification Code(s):30</b> |
| <b>Award Number</b>            | : <b><u><a href="#">23003</a></u></b>  |
| <b>Contract Period</b>         | : <b>May 20, 2016 through December 31, 2016</b>  |
| <b>Bid Opening Date</b>        | : <b>February 23, 2016</b>   |
| <b>Date of Issue</b>           | : <b>May 20, 2016 (Revised on September 28, 2016)</b>  |
| <b>Specification Reference</b> | : <b>SPEC-934 dated October 8, 2015 and as amended in<br/>the Invitation For Bids and the Purchasing<br/>Memorandum dated February 17, 2016</b>  |
| <b>Contractor Information</b>  | : <b>Appears on Page 7 of this Award</b>   |

### Address Inquiries To:

| <b>State Agencies &amp; Vendors</b>  | <b>Political Subdivisions &amp; Others</b>  |
|--|---|
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**Procurement Services 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

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**SECTION 1: INTRODUCTION**

**1.1 Contractor Information**

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

| <u>CONTRACT #</u> | <u>CONTRACTOR &amp; ADDRESS</u>   | <u>TELEPHONE #</u>  | <u>FED. IDENT.#</u><br><u>NYS VENDOR#</u> |
|-------------------|---|---|---|
| PC67519<br>SB     | AMHERST PAVING INC.<br>330 Meyer Rd.<br>Amherst, New York 14226                                 | Phone #: (716) 834-4961<br>Contact: David R. Roetzer<br>Fax #: (716) 838-6016<br>E-mail: pavindave1@gmail.com<br>Web Site: n/a<br>Toll-Free #: n/a                                | 16-1143301<br>1000015435                  |
| PC67520           | BARRETT PAVING MATERIALS INC.<br>26572 NYS Route 37<br>Watertown, NY 13601                      | Phone #: (315) 788-2037<br>Contact: Patrick J. Dewey<br>Fax #: (315) 786-0748<br>E-mail: pdewey@barrett paving.com<br>Web Site: www.barrettindustriescorp.com<br>Toll-Free #: n/a | 13-3003901<br>1000038867                  |
| PC67521           | CALLANAN INDUSTRIES, INC.<br>1245 Kings Road<br>PO Box 15097<br>Schenectady, NY 12303           | Phone #: (518) 374-2222<br>Contact: Adam Hershberg<br>Fax #: (518) 381-6779<br>E-mail: ahershberg@callanan.com<br>Web Site: www.callanan.com<br>Toll-Free #: n/a                  | 14-1539261<br>1000027416                  |
| PC67522           | COBLESKILL STONE PRODUCTS, INC.<br>P.O. Box 220<br>Cobleskill, NY 12043                         | (518) 234-0221<br>Contact: Shane J. Strong<br>Fax #: (518) 234-0226<br>E-mail: csp.shane@yahoo.com<br>Web Site: www.cobleskillstoneproducts.com<br>Toll-Free #: n/a               | 14-1646795<br>1000006949                  |
| PC67523<br>SB     | D&H EXCAVATING<br>11939 Route 98 South<br>Arcade, NY 14009                                      | Phone #: (716) 492-4956<br>Contact: Bill Janik<br>Fax #: (716) 492-4951<br>E-mail: bill@dhexc.com<br>Web Site: www.dh-excavating.com<br>Toll-Free #: n/a                          | 16-1459606<br>1000049326                  |
| PC67524<br>SB     | DALRYMPLE GRAVEL &<br>CONTRACTING CO., INC.<br>2105 South Broadway<br>Pine City, New York 14871 | Phone #: (607) 737-6200<br>Contact: Jeanne Buckbee<br>Fax #: (607) 767-0841<br>E-mail: jbuckbee@dalholding.com<br>Web Site: n/a<br>Toll-Free #: n/a                               | 16-0399910<br>1000007432                  |

| <b><u>CONTRACT #</u></b> | <b><u>CONTRACTOR &amp; ADDRESS</u></b>   | <b><u>TELEPHONE #</u></b>   | <b><u>FED. IDENT.#</u></b><br><b><u>NYS VENDOR#</u></b> |
|--------------------------|--|---|---|
| PC67525                  | DOLOMITE PRODUCTS COMPANY, INC.<br>D/B/A A. L. BLADES,<br>ULSTER PAVING COMPANY<br>7610 County Route 65<br>Hornell, NY 14843 | (607) 324-3636<br>Jonathan Cook<br>Fax #: (607) 324-0998<br>E-mail: jcook@dolomitegroup.com<br>Web Site:<br>Toll-Free #: n/a  | 16-0410930<br>1000007433                                |
| PC67526                  | HANSON AGGREGATES NEW YORK LLC<br>P.O. Box 513 4800 Jamesville Road<br>Jamesville, NY 13078                                  | Phone #: (315) 469-5501<br>Thomas McCambley<br>Fax #: (315) 469-5587<br>E-mail: tom.mccambley@hanson.com<br>Web Site: www.LehighHanson.com<br>Toll-Free #: 800-295-9991 | 16-0928494<br>1000028456                                |
| PC67527                  | KEELER CONSTRUCTION CO., INC.<br>13519 West Lee Road<br>Albion, NY 14411   | Phone #: (585) 589-4481<br>Contact: Mark D. Keeler<br>Fax #: (585) 589-1160<br>E-mail: crusherun@aol.com<br>Web Site: www.keelerconstruction.com<br>Toll-Free #: n/a    | 16-0844121<br>1000039538                                |
| PC67528                  | KUBRICKY CONSTRUCTION CORP.<br>269 Ballard Road<br>Wilton, NY 12831  | Phone #: (518) 792-5864<br>Contact: Mike Dunn<br>Fax #: (518) 792-2458<br>E-mail: mdunn@dacollins.com<br>Web Site: www.dacollins.com<br>Toll-Free #: n/a                | 14-1491816<br>1000006752                                |
| PC67529                  | LUCK BROTHERS INC.<br>73 Trade Road<br>Plattsburgh, NY 12901   | Phone #: (518) 561-4321<br>Contact: Travis Luck<br>Fax #: (518) 561-8462<br>E-mail: spike@luckbros.com<br>Web Site: www.luckbros.com<br>Toll-Free #: n/a                | 14-1509121<br>1000001650                                |
| PC67531                  | NOEL J. BRUNELL & SON, INC<br>4019 Route 22<br>Plattsburgh, New York 12901   | Phone #: (518) 561-1290<br>Contact: Robert N. Brunell<br>Fax #: (518) 562-2859<br>E-mail: njb10000@aol.com<br>Web Site: n/a<br>Toll-Free #: n/a                         | 14-1456087<br>1000051434                                |
| PC67603                  | OCCHINO CORP<br>2650 Seneca Street<br>West Seneca, NY 14224  | Phone #: (716) 827-7000<br>Contact: Paul Hutch<br>Fax #: (716) 828-0073<br>E-mail: paulh@occhinopaving.com<br>Web Site: n/a<br>Toll-Free #: n/a                         | 16-0835935<br>1000055173                                |

| <u>CONTRACT #</u> | <u>CONTRACTOR &amp; ADDRESS</u>   | <u>TELEPHONE #</u>  | <u>FED. IDENT.#</u><br><u>NYS VENDOR#</u> |
|-------------------|---|---|---|
| PC67532           | PECKHAM ROAD CORPORATION<br>375 Bay Road, Suite 100<br>Queensbury, New York 12804 | Phone #: (518) 792-3157<br>Contact: Mark Petramale<br>Fax #: (518) 792-3138<br>E-mail: mpetr@peckham.com<br>Web Site: www.peckham.com<br>Toll-Free #: n/a               | 13-3493213<br>1000006385                  |
| PC67533           | SUIT-KOTE CORPORATION<br>1911 Lorings Crossing Rd<br>Cortland, New York 13045     | Phone #: (315) 238-7053<br>Contact: Mike Murphy<br>Fax #: (315) 238-7110<br>E-mail: mmurphy@suit-kote.com<br>Web Site: www.suit-kote.com<br>Toll-Free #: (800) 622-5636 | 16-1177189<br>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.)**

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 PROCUREMENT SERVICES.

**1.2 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.

**1.3 Recycled, Remanufactured and Energy Efficient Products**

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

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

**1.4 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).

## **1.5 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.

## SECTION 2: PRICE PAGES

### 2.1 List of OGS Items and Awardees

Please refer to the price pages' link published at the webpage for this contract at the OGS – Procurement Services website:

[http://www.ogs.ny.gov/purchase/spg/lists/gp\\_315.asp](http://www.ogs.ny.gov/purchase/spg/lists/gp_315.asp)

## SECTION 3: PREVAILING WAGE RATES

### 3.1 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, rejection of bid, suspension or termination of Contract.

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 bidding purposes, the applicable Prevailing Wage Rate Schedule for this solicitation is PRC # 2015011922

**IMPORTANT NOTE: NYSDOT will provide a separate PRC # for each purchase from this contract where prevailing wage rates apply. The PRC # provided in this bid is for information and evaluation purposes only.**

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>

For Prevailing Wage Updates, use the following DOL link:

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

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

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

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

**3.1 Prevailing Wage Rates – State and Federally Funded Public Works Contracts (Cont’d)**

| COUNTY      | WD #     | COUNTY     | WD #     | COUNTY      | WD #     |
|-------------|----------|------------|----------|-------------|----------|
| Albany      | HWY-NY2  | Herkimer   | HWY-NY31 | Richmond    | HWY-NY3  |
| Allegany    | HWY-NY47 | Jefferson  | HWY-NY9  | Rockland    | HWY-NY20 |
| Bronx       | HWY-NY3  | Kings      | HWY-NY3  | Saratoga    | HWY-NY2  |
| Broome      | HWY-NY4  | Lewis      | HWY-NY9  | Schenectady | HWY-NY2  |
| Cattaraugus | HWY-NY8  | Livingston | HWY-NY30 | Schoharie   | HWY-NY2  |
| Cayuga      | HWY-NY36 | Madison    | HWY-NY15 | Schuyler    | HWY-NY5  |
| Chautauqua  | HWY-NY8  | Monroe     | HWY-NY10 | Seneca      | HWY-NY40 |
| Chemung     | HWY-NY5  | Montgomery | HWY-NY2  | St Lawrence | HWY-NY9  |
| Chenango    | HWY-NY4  | Nassau     | HWY-NY12 | Steuben     | HWY-NY18 |
| Clinton     | HWY-NY6  | New York   | HWY-NY3  | Suffolk     | HWY-NY12 |
| Columbia    | HWY-NY2  | Niagara    | HWY-NY11 | Sullivan    | HWY-NY7  |
| Cortland    | HWY-NY42 | Oneida     | HWY-NY14 | Tioga       | HWY-NY45 |
| Delaware    | HWY-NY21 | Onondaga   | HWY-NY16 | Tompkins    | HWY-NY24 |
| Dutchess    | HWY-NY7  | Ontario    | HWY-NY32 | Ulster      | HWY-NY7  |
| Erie        | HWY-NY8  | Orange     | HWY-NY7  | Warren      | HWY-NY39 |
| Essex       | HWY-NY6  | Orleans    | HWY-NY34 | Washington  | HWY-NY2  |
| Franklin    | HWY-NY35 | Oswego     | HWY-NY38 | Wayne       | HWY-NY44 |
| Fulton      | HWY-NY2  | Otsego     | HWY-NY37 | Westchester | HWY-NY17 |
| Genesee     | HWY-NY29 | Putnam     | HWY-NY25 | Wyoming     | HWY-NY41 |
| Greene      | HWY-NY2  | Queens     | HWY-NY3  | Yates       | HWY-NY33 |
| Hamilton    | HWY-NY46 | Rensselaer | HWY-NY2  |             |          |

**Authorized Users MUST obtain a separate PRC # for each purchase from this contract where prevailing wage rates apply. The PRC # provided in this contract is for information and evaluation purposes only.**

**3.2 Worker Notification**

Labor Law § 220(3-a)(a)(ii) 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.

### 3.3 OSHA 10-Hour Construction Safety and Health Course

Labor Law § 220-h 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)

### 3.4 Living Wage

An Authorized User subject to a local law establishing a “living wage”, such as Section 6-109 of the New York City Administrative Code, is required to ensure the Contractor sought to be hired complies with such local law. If the pay rate(s) for a job title(s) as set forth in Appendices 7 through 13 – Price Pages is less than the local law “living wage,” then the Authorized User subject to such local law cannot use this Contract for such job title(s). Local laws, however, are not a term and condition of the OGS contract.

## SECTION 4: CONTRACT ADMINISTRATION

### 4.1 Contract Amendment Process

- a. OGS, an Authorized User, or the Contractor may suggest modifications to the Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. “Updates” are changes that do not require a change to the established Contract terms and conditions. A request to add new products at the same or better price level is an example of an update. “Amendments” are any changes that are not specifically covered by the terms and conditions of the Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.
- b. Updates to the Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the established Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.
- c. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Contract and may require negotiations between Contractor and OGS before execution.
- d. All modifications proposed by Contractor, shall be processed in accordance with Appendix C, Contract Modification Procedure. The Contractor shall submit all requests in the form and format contained in Appendix C, Contract Modification Procedure.  
The form contained within Appendix C is subject to change at the sole discretion of OGS.
- e. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Contract and Appendix B, §27. Contract Amendments may require approval by the New York State Office of the Attorney General and Office of the State Comptroller as required by law.

### 4.2 Contract Administrator

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Contract Administrator shall be set forth in Attachment 02 – *General Questions*. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled. Contractor may submit a Contract Administrator change by submission of a revised Contractor and Authorized Reseller Information form to the OGS Contract Administrator.

Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail through the submission of a revised Contractor and Authorized Reseller Information form to the OGS Contract Administrator.

## SECTION 5: TERMS AND CONDITIONS

### 5.1 Contract Term and Extension

#### 5.1.1 Contract Term

It is the intention of the State to enter into a contract for the term as stated on 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 four (4) years.

#### 5.1.2 Short Term Extension

If mutually agreed upon between OGS and the Contractor, the Contract may be extended under the same terms and conditions for up to three (3) additional periods of up to one (1) year each. Extensions may be exercised on a continuing basis such as an additional three (3) month, six (6) month or twelve (12) month period. In the event a replacement Contract has not been issued at the time of Contract expiration, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one (1) 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 (1) month extension), pricing, and Delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should the replacement Contract be issued in the interim.

### 5.2 Mercury Added Consumer Products

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

### 5.3 Disposition of Settlements

The Office of General Services has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

### 5.4 Environmental Attributes and NYS Executive Order 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program) (EO4), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <http://www.ogs.ny.gov/EO/4/Default.asp>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

### 5.5 Extension of Use Commitment

The Contractor agrees to honor all orders from the authorized user by law which are in compliance with the pricing, terms, and conditions set forth in the resulting Contract document.

Any unilateral limitations/restrictions imposed by the Contractor and/or manufacturer on the eligible Authorized User will be grounds for rejection of the bid or cancellation of the Contract. If a Contract, or any portion thereof, is canceled for this reason, any additional costs incurred by the eligible purchaser will be borne by the Contractor

## 5.6 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.

## 5.7 Poor Performance

Authorized Users should notify Procurement Services Group's Customer Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services  
NYS Procurement  
38th Floor Corning Tower  
Empire State Plaza  
Albany, NY 12242  
Customer Services E-mail: [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)  
Telephone: (518) 474-6717 / Fax: (518) 474-2437

## 5.8 Bulk Delivery and Alternate Packaging

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

## 5.9 New York State Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.0 Bundle 18, operating on PeopleTools version 8.49.33. The State is planning to upgrade to PeopleSoft Financials version 9.2 sometime in 2015. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure goods and services in SFS. This application provides catalog capabilities. Vendors with centralized contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. There are no fees required for a Vendor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: [www.sfs.ny.gov](http://www.sfs.ny.gov) and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

## 5.10 Surplus/Take-Back/Recycling

- a. A State agency is reminded of its obligation to comply with the NY State Finance Law §§ 167, Transfer and Disposal of Personal Property, and 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

- b. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section III below for specific requirements governing electronic equipment recycling.
- c. The NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act (“Act”) (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: <http://www.dec.ny.gov/chemical/65583.html>.
- d. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

## **5.11 Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and New York State Certified Minority-And Women-Owned Business Enterprises**

### **I. Policy Statement**

The New York State Office of General Services (“OGS”), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority- and women-owned business enterprises have opportunities for maximum feasible participation 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” (the “Disparity Study”). The Disparity Study 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 establish 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

### **II. General Provisions**

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority- and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in

lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.

- C. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract and/or such other actions or enforcement proceedings as allowed by the Contract.

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor shall comply with the provisions of Article 15-A set forth below. These provisions apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
  - 1. Contractor and subcontractors shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.
  - 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy.
- B. Form EEO 100 – Staffing Plan  
To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
- C. Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) (“Form EEO-101-Commodities and Services”)
  - 1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO\_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
  - 2. Separate forms shall be completed by Contractor and any subcontractor.
  - 3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor’s total workforce during the subject time frame, not limited to work specifically performed under the Contract.
- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall 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 and conviction and prior arrest.

### **IV. Contract Goals**

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to Contractor. Contractor is, 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. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528> Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

- (1) A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.
- (2) A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- (3) Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- (4) A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- (5) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- (6) Other information deemed relevant to the request.

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

**SECTION 6: HOT MIX ASPHALT – GENERAL CLAUSES**

**6.1 Delivery**

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

**6.1.1 Delivery Ticket**

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

- a. Storage facility identification
- b. Ticket Number
- c. Date/time
- d. Item Number and Type
- e. Quantity ticket printed by machine
- f. Quantity in 60° F gallons for emulsions and PG binder

**6.2 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

**6.3 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 of the NYSDOT Standard Specifications. Please refer to that document for a more detailed explanation.

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

| <b>QUALITY UNIT INDEX PRICES</b> |  |
|----------------------------------|--|
| <u>Region</u>                    | <u>Index Price<br/>(\$/Quality Unit)</u> |
| 1                                | \$75                                     |
| 2                                | \$75                                     |
| 3                                | \$75                                     |
| 4                                | \$75                                     |
| 5                                | \$80                                     |
| 6                                | \$75                                     |
| 7                                | \$80                                     |
| 8                                | \$90                                     |
| 9                                | \$75                                     |
| 10                               | \$100                                    |
| 11                               | \$105                                    |

## 6.4 Pricing Information

### 6.4.1 General

Clause 15(b) of Appendix B has been modified to read:

Price quoted shall 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 quoted for the tack coat shall include 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 vendor 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 vendor 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.

### 6.4.2 Insurance

Price bid shall include all required insurance coverage costs. In particular, price shall include:

- Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence;
- Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident;
- Owners and Contractors Protective Insurance Coverage (OCP) with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Each requirement should be reviewed carefully. (Please see the Attachment 04 – Insurance Requirements for detailed insurance requirements.)

Owners and Contractors Protective Insurance Coverage (OCP). - **The contractor must supply the OCP Insurance to the Resident Engineer at the Pre-Paving Conference.**

**6.5 Asphalt Price Adjustments**

**6.5.1 General**

- a. Asphalt price adjustments allowed will be based on the **September 1, 2015** average of the F.O.B. terminal price **per ton** of unmodified PG 64S-22 binder without anti-stripping agent (base average F.O.B. terminal price) **for the hot mix asphalt and tack coat.**

**The September 1, 2015 average is \$521.000 per ton.**

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**

- b. 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.
- c. 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) | = | $\left( \frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average FOB Terminal Price}}{235} \right)$ | X | Total % Asphalt Plus Fuel Allowance |
|----------------------------|---|---|---|-------------------------------------|

**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 |
|-------------------------------|---|--|---|-------------------------------------|

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.

**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, 2014.

**Total % Asphalt Plus Fuel**

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

| Material Designation        | Asphalt % | +Fuel Allowance % | Total % Asphalt Plus Fuel |
|-----------------------------|-----------|-------------------|---------------------------|
| 402.017902                  | ****      | 1                 | ****                      |
| 402.018902                  | ****      | 1                 | ****                      |
| 402.058902                  | 8.25      | 1                 | 9.25%                     |
| 402.068X0218                | 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

**+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**

- d. 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.
- e. 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.
- f. All asphalt price adjustments will be computed to three decimal places.
- g. Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the State or in prices which are not truly reflective of market conditions or which are deemed by the Commissioner to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten days written notice mailed to the Contractor to terminate any contract resulting from this bid opening.
- h. 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.

6.5.2 Asphalt Price Adjustment for Hot Mix Asphalt: Example

**(Example of Positive Price Adjustment - Hot Mix Asphalt)**

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

Item 402.09XX02

Item 402.09XX02 Bid Price = \$70.000 (example)

Contract Base Average Price = \$521.000 (fixed for the duration of the contract)

Monthly New Average Price = \$531.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 402.09XX02 = 7.20% (see Total % Asphalt + Fuel Allowance Chart)

Monthly Price Adjustment for Item 402.09XX02 (example):

$$\text{Price Adjustment} = \left( \begin{array}{l} \text{New Monthly Average} \\ \text{F.O.B. Terminal Price} \end{array} - \begin{array}{l} \text{Base Average F.O.B.} \\ \text{Terminal Price} \end{array} \right) \times \begin{array}{l} \text{Total \% Asphalt} \\ \text{(Per Ton)} \\ \text{Plus Fuel Allowance} \end{array}$$

$$(\$531.000 - \$521.000) \times 0.072 = \$10.000 \times 0.072 = +\$0.720 \text{ per ton}$$

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

Contract price for Item 402.09XX02 including the new Price Adjustment for that month (example):

Contract Price = Bid Price + Monthly Price Adjustment

Contract Price = \$70.000 + \$0.720 = **\$70.720 per ton**

**(Example of Negative Price Adjustment- Hot Mix Asphalt)**

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

Item 402.09XX02

Item 402.09XX02 Bid Price = \$70.000 (example)

Contract Base Average Price = \$521.000 (fixed for the duration of the contract)

Monthly New Average Price = \$511.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 402.09XX02 = 7.20% (see Total % Asphalt + Fuel Allowance Chart)

Monthly Price Adjustment for Item 402.09XX02 (example):

$$\text{Price Adjustment} = \left( \begin{array}{l} \text{New Monthly Average} \\ \text{F.O.B. Terminal Price} \end{array} - \begin{array}{l} \text{Base Average F.O.B.} \\ \text{Terminal Price} \end{array} \right) \times \begin{array}{l} \text{Total \% Asphalt} \\ \text{(Per Ton)} \\ \text{Plus Fuel Allowance} \end{array}$$

$$(\$521.000 - \$531.000) \times 0.0720 = -\$10.000 \times 0.0720 = -\$0.720 \text{ per ton}$$

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

Contract price for Item 402.09XX02 including the new Price Adjustment for that month (example):

Contract Price = Bid Price - Monthly Price Adjustment

Contract Price = \$70.000 - \$0.720 = **\$69.280 per ton**

6.5.3 Asphalt Price Adjustment for Tack Coat: Example

**(Example of Positive Price Adjustment – Tack Coat)**

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

Item 407.0102 Diluted Tack Coat

Item 407.0102 Bid Price = \$2.000 (example)

Contract Base Average Price = \$521.000 (fixed for the duration of the contract)

Monthly New Average Price = \$531.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 407.0102 = 40.20% (see Total % Asphalt + Fuel Allowance Chart)

Monthly Price Adjustment for Item 407.0102 Diluted Tack Coat (example):

**Tack Coat**

|                               |   |  |   |   |                                     |
|-------------------------------|---|--|---|---|-------------------------------------|
| Price Adjustment (per gallon) | = |  | $\left( \frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average FOB Terminal Price}}{235} \right)$ | X | Total % Asphalt Plus Fuel Allowance |
|-------------------------------|---|--|---|---|-------------------------------------|

|            |   |            |      |   |       |   |          |      |   |       |   |                            |
|------------|---|------------|------|---|-------|---|----------|------|---|-------|---|----------------------------|
| (\$531.000 | - | \$521.000) | /235 | x | 0.402 | = | \$10.000 | /235 | x | 0.402 | = | <b>+\$0.003 per gallon</b> |
|------------|---|------------|------|---|-------|---|----------|------|---|-------|---|----------------------------|

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

Contract price for Item 407.0102 Diluted Tack Coat including the new Price Adjustment for that month (example):

Contract Price = Bid Price + Monthly Price Adjustment

Contract Price = \$2.000 + \$0.003 = **\$2.003 per ton**

**(Example of Negative Price Adjustment- Tack Coat)**

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

Item 407.0102 Diluted Tack Coat

Item 407.0102 Bid Price = \$2.000 (example)

Contract Base Average Price = \$521.000 (fixed for the duration of the contract)

Monthly New Average Price = \$511.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 407.0102 = 40.20% (see Total % Asphalt + Fuel Allowance Chart)

Monthly Price Adjustment for Item 407.0102 Diluted Tack Coat (example):

**Tack Coat**

|                               |   |  |   |   |                                     |
|-------------------------------|---|--|---|---|-------------------------------------|
| Price Adjustment (per gallon) | = |  | $\left( \frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average FOB Terminal Price}}{235} \right)$ | X | Total % Asphalt Plus Fuel Allowance |
|-------------------------------|---|--|---|---|-------------------------------------|

|            |   |            |      |   |       |   |           |      |   |       |   |                            |
|------------|---|------------|------|---|-------|---|-----------|------|---|-------|---|----------------------------|
| (\$511.000 | - | \$521.000) | /235 | x | 0.402 | = | -\$10.000 | /235 | x | 0.402 | = | <b>-\$0.003 per gallon</b> |
|------------|---|------------|------|---|-------|---|-----------|------|---|-------|---|----------------------------|

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

Contract price for Item 402.09XX02 including the new Price Adjustment for that month (example):

Contract Price = Bid Price - Monthly Price Adjustment

Contract Price = \$2.000 - \$0.003 = **\$1.997 per ton**

**SECTION 7: HOT MIX ASPHALT – (SPECIFIC CLAUSES)**

**7.1 Material Descriptions**

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

| <b>Materials Designation</b> | <b>Description</b>                             |
|------------------------------|--|
| 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                    |
| 402.06810318                 | 6.3 F1, Superthin HMA, 80 Series Compaction    |
| 402.06820318                 | 6.3 F2, Superthin HMA, 80 Series Compaction    |
| 402.06830318                 | 6.3 F3, Superthin HMA, 80 Series Compaction    |

**7.2 Pre-Paving Conference**

The vendor 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 vendor 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 vendor shall coordinate the details of the paving with the Resident Engineer.

**7.3 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.

## 7.4 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.

### 7.4.1 Special Note - Overtime Dispensation Requests

All Overtime Dispensations will be sent to:

**Hasib H. Khan**

Pavement Program Engineer  
Office of Transportation Maintenance, POD 54  
NYS Department of Transportation  
50 Wolf Road, Albany, NY 12232  
Email: Hasibul.Khan@dot.ny.gov  
Phone: 518-457-1572  
Fax: 518-457-4203

The dispensations will be submitted for the entire contract period for 5-10hr days (with rain day Saturday) to cover all the project numbers awarded to the contractor within the resulting contract. Should a contractor needs additional dispensation beyond the one described above, they shall submit it to the Regional Director of Operations or the Regional designee as determined at the preconstruction meeting, for the Region they wish to submit special additional dispensation for.

## 7.5 Restoration of Disturbed Areas

During the course of the work the vendor shall take reasonable care not to disturb areas outside the existing pavement. Any areas disturbed by the vendor 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 vendor upon completion of the project.

## 7.6 Tack Coat

The vendor 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.**

### 7.6.1 Tack Coat Plant Number Requirements

Approved Plant Numbers for Tack Coat, Items 407.0102 and 407.0103, must be listed in the appropriate locations on the bid pages for each project bid. Failure to do so may result in non-award of the affected projects.

## 7.7 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 vendor regarding construction details shall be considered final. The pavement thicknesses and lane and shoulder widths shall be as specified elsewhere in this Invitation for Bids.

## 7.8 Attention: Special Note - Conditioning

The vendor 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 vendor 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.

## **7.9 Work Zone Traffic Control**

The vendor 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 vendor 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 vendor. 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 vendor 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.

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. Signs left active at night shall be rigid and reflectorized in accordance with the Standard Specifications.

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 DO NOT PASS and NO CENTER LINE signs referenced in Section 7.9.1. 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 2' x 4" temporary yellow markings are used instead of full barrier pavement markings.

(Continues next page)

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<br>NEXT _____ MILES | <u>G20-1</u><br>Conventional<br>36" x 18"<br><br>Freeways<br>48" x 24" | On main line upstream of project in each direction  |
| END ROAD WORK                 | <u>G20-2</u><br>Conventional<br>36" x 18"<br><br>Freeways<br>48" x 24" | On main line after end of project in each direction   |
| ROAD WORK AHEAD               | <u>W20-1</u><br>Conventional<br>36" x 36"<br><br>Freeways<br>48" x 48" | On main line 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.<br>(Place between the G20-1 and the first warning sign that states condition- i.e. W8-12, W8-9 or W8-15)  |
| DO NOT PASS                   | <u>R4-1</u><br>Conventional<br>24" x 30"                               | If 2' x 4" temporary yellow markings are used instead of full barrier centerline pavement markings, place the first sign at or within 100 feet of the beginning of the unmarked area, second within 1,000 feet and subsequent signs, spaced every ½ mile along project in each direction  |
| NO CENTER LINE                | <u>W8-12</u><br>Conventional<br>36" x 36"                              | If 2' x 4" temporary yellow markings are used instead of full barrier centerline pavement markings, place the first sign in advance of the condition and the first "DO NOT PASS" sign: 300' urban is preferred (100' minimum), 500' rural is preferred (200' minimum). Place additional signs spaced every 2 miles on mainline in each direction and after every major intersecting road. |
| LOW SHOULDER                  | <u>W8-9</u><br>Conventional<br>36" x 36"<br><br>Freeways<br>48" x 48"  | Place on mainline spaced every 2 miles along project in each direction and after every major intersecting road until shoulder back-up is installed (if conditions warrant use, place between the W8-12 and R4-1, maintaining a minimum of 200' between signs for rural roads and 100' on urban. The W8-12 can be moved upstream to accommodate the required spacing.)                     |
| GROOVED PAVEMENT              | <u>W8-15</u><br>Conventional<br>36" x 36"<br><br>Freeways<br>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.   |

\*\*All signs should maintain an absolute minimum spacing of 200' rural or 100' urban. 500' is preferred on rural and 300' is preferred on urban. Double stacking of any of the above signs, or combination thereof, will NOT be permitted.

### 7.9.1 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 pavement 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 vendor 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.

### 7.9.2 Hot Mix Asphalt Overlay Splice (Rebate)

The vendor shall install hot mix asphalt overlay splices (pavement terminations) as per the Detail of Hot Mix Asphalt Overlay Splice (see next page). 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 bid 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 bid 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 bid per ton of bituminous concrete.

### 7.9.3 Special Note: Work Zone Intrusion Initiative

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

#### **Channelizing Device Spacing Reduction**

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

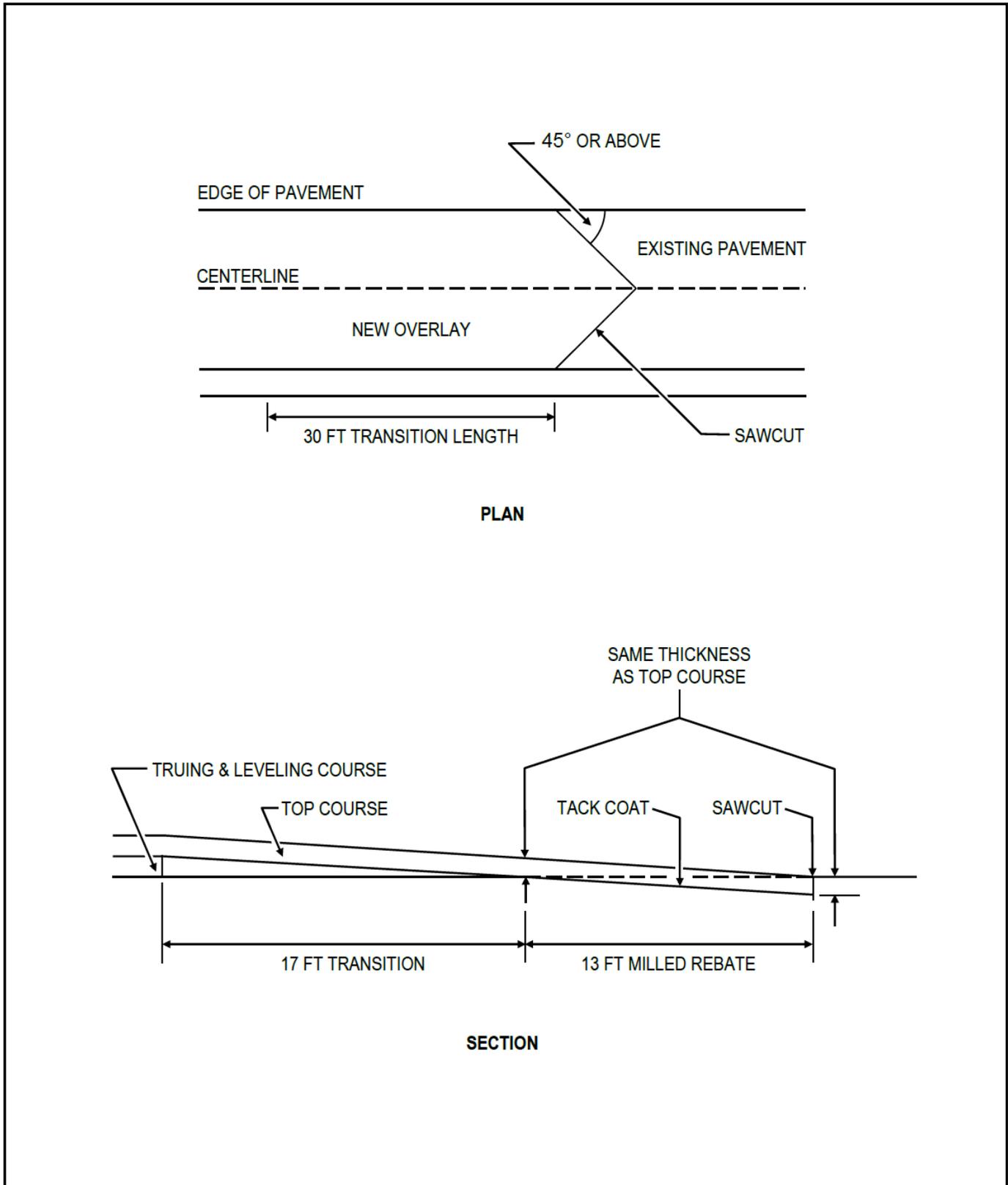
Where tapers are located less than 500 feet from the work site, the 40 foot spacing shall be used in the taper as well.

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

In long lane or shoulder closures, at least two channelizing devices shall be placed transversely at maximum 800 foot intervals to discourage traffic from driving through the closed lane. Transversely placed devices are not required where pilot vehicles are in used.

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

DETAIL OF HOT MIX ASPHALT OVERLAY SPLICE



**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. If the flaggers move with the paving operation, the vendor shall ensure that appropriate distances are maintained between the flagger sign series, flag tree and the flaggers. The W20-7 flagger sign shall be a minimum of 300 feet and a maximum of 2,000 feet in advance of the flagger. If two or more sets of signs on an approach are used to maintain appropriate distances, when the operation progresses to the point where the next set of flagger warning signs is activated, the original signs shall be deactivated by removal, turning away from traffic or laying them down in a manner that does not pose a roadside hazard for passing vehicles. Only one series of flagger warning signs per approach shall normally be visible to traffic.

For additional details on Flagger Station Enhanced Setups, see Work Zone Traffic Control drawings in this Invitation for Bids.

**7.9.4 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 Invitation for Bids or as directed by the Engineer.

**Materials**

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

Raised removable tape rumble strips shall be formed 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 un

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  $\pm$  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 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.

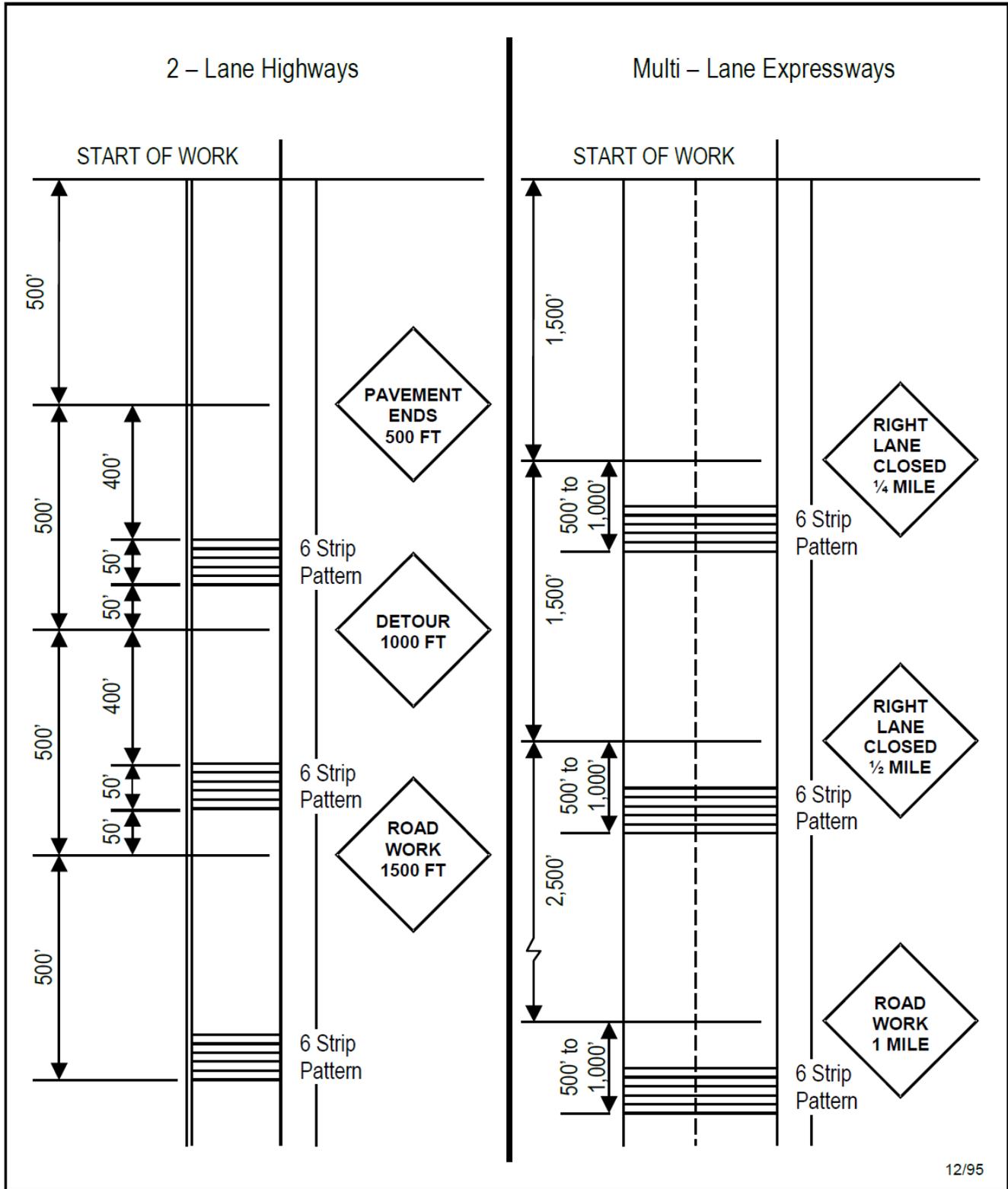
When directed by the Engineer, (e.g., prior to the start of the winter plowing season), or prior to the placement of successive pavement courses, the Contractor shall completely remove the rumble strips from the pavement.

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.

Suggested Layout Details -- Temporary Rumble Strips



12/95

## 7.10 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.

### 7.10.1 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.

### 7.10.2 Labor and Material Bond Example

(See the following two pages)

**S A M P L E (page 1 of 2)**

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).

**S A M P L E (page 2 of 2)**

103-08 SAMPLE FORM OF LABOR AND MATERIAL BOND

(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.

## SECTION 8: PROJECTS - SPECIAL NOTES (ALL NYSDOT REGIONS)

### 8.1 Funding Source

The following projects will be funded by **Federal Aid**:

Projects 360337, 360338, 360339, 360340, 360341, 360346, 360352, 5V1547, 5V1622, 5V1624, 5V1633, 5V1642, 5V1654, 5V1655, 5V1656, 5V1657, 5V1658, 6V1614, 6V1644, 7V1612, 7V1614, 7V1621, 7V1622, 7V1623, 7V1624, 7V1625, 7V1626, 7V1630, 7V1631, 7V1632, 7V1633, 7V1634, 7V1635, 7V1641, 7V1642, 7V1651, 7V1652, 7V1653, 7V1654, 7V1655, 901873, 903626, 909597, 909599, 911133, 930719 and 930720.

The following projects will be 100% **State funded**:

Projects 1V1631, 1V1651, 1V1681, 6V1654, 7V1613, 7V1616, 7V1656 and 9HW511.

### 8.2 Special Note - Coordination with Cold Recycling Projects

Prior to HMA overlay, Projects 1V1631, 1V1681, 360338, 360340, 360352, 6V1614, and 6V1654 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.

### 8.3 Special Note – PG Binder and Mix Design Level

#### 8.3.1 PG 64S-22

Requirements of this note apply to all Section 402 and Section 404 Asphalt (HMA and WMA) items in this contract as outlined in Section 15.1 Superpave Hot Mix Asphalt Design Criteria table.

#### **PG Binder**

Use a **PG 64S-22** (Standard) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of hot mix asphalt mixtures for this project. Terminal Blend Crumb Rubber modifier may be used for this PG binder.

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures under this contract. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

#### **Mix Design**

The mixture designs must be developed in accordance with the criteria specified in the HMA items that are appropriate for an Estimated Traffic Level of <30 Million ESALs.

**Note:** The PG binder for this project may be modified with CRM additives to meet the requirements stated above. Handling of the HMA shall be discussed at the pre-paving meetings

(Continues next page)

SECTION 8: PROJECTS - SPECIAL NOTES (ALL NYSDOT REGIONS) (Cont'd)

8.3.2 PG 64V-22

Requirements of this note apply to all Section 402 and Section 404 Asphalt (HMA and WMA) items in this contract as outlined in Section 15.1 Superpave Hot Mix Asphalt Design Criteria table.

**PG Binder**

Use polymer or Terminal Blend Crumb Rubber modified **PG 64V-22** (Very High) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of hot mix asphalt mixtures for this project. In addition, the binder grade must also meet the **elastomeric** properties as indicated by one of the following equations for %R<sub>3.2</sub>:

1. For  $J_{nr3.2} \geq 0.1$ ,  $\%R_{3.2} > 29.371 * J_{nr3.2}^{-0.2633}$
2. For  $J_{nr3.2} < 0.1$ ,  $\%R_{3.2} > 55$

Where: R<sub>3.2</sub> is % recovery at 3.2 kPa

J<sub>nr 3.2</sub> is the average non-recoverable creep compliance at 3.2 kPa.

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures under this contract. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

**Mix Design**

The mixture designs must be developed in accordance with the criteria specified in the HMA items that are appropriate for an Estimated Traffic Level of <30 Million ESALs.

**Note:** The PG binder for this project will be modified with polymer or CRM additives to meet the requirements stated above. Handling of the HMA shall be discussed at the pre-paving meetings.

8.3.3 PG 64H-22

Requirements of this note apply to all Section 402 and Section 404 Asphalt (HMA and WMA) items in this contract as outlined in Section 15.1 Superpave Hot Mix Asphalt Design Criteria table.

**PG Binder**

Use a **PG 64H-22** (High) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of hot mix asphalt mixtures for this project. Terminal Blend Crumb Rubber modifier may be used for this PG binder.

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of poly-phosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures containing limestone, limestone as an aggregate blend component, limestone as a constituent in crushed gravel aggregate, or recycled asphalt pavement (RAP) that includes any limestone. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

**Mix Design**

The mixture designs must be developed in accordance with the criteria specified in the HMA items that are appropriate for an Estimated Traffic Level of <30 Million ESALs.

**Note:** The PG binder for this project may be modified with CRM additives to meet the requirements stated above. Handling of the HMA shall be discussed at the pre-paving meetings.

SECTION 8: PROJECTS - SPECIAL NOTES (ALL NYSDOT REGIONS) (Cont'd)

**8.4 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:

1. 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.
2. 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.
3. Submit Production Quality Control Plan revisions incorporating the WMA technology if not previously submitted.
4. 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.
5. 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.

**SECTION 8: PROJECTS - SPECIAL NOTES (ALL NYSDOT REGIONS) (Cont'd)**

**8.5 Special Note - Rail Road Involvement in Federal Funded Projects**

Bidders are advised that there may be active at-grade railroad crossings within the limits of projects in this Invitation for Bids. 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:

| Project Number | County       | Route    | Rail Road Name   | Location          |
|----------------|--------------|----------|--|-------------------|
| 360340         | Cortland     | Rte. 392 | New York Susquehanna & Western Railway (NYS&W), Syracuse Branch. | RM 90-3201-1002   |
| 5V1642         | Erie         | Rte. 39  | Buffalo Southern Railroad  | RM 39-5303-1030   |
| 5V1655         | Niagara      | Rte. 93  | CSX Transportation (Lockport Sub)                                | RM 270- 5402-1063 |
| 7V1642         | St. Lawrence | Rte. 812 | CSXT – Balmat Industrial   | RM 812-7502-1091  |
| 7V1653         | St. Lawrence | Rte. 33  | NY Vermont Line Servicing OBPA                                   | RM 33-7502-1306   |

At the identified at-grade crossings, and any other active at grade railroad crossings encountered on the projects in this Invitation for Bids, the contractor shall conduct its work and handle the equipment such that no part of any material or equipment shall foul a track, catenary, electrical facility or signal facility. 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 rail road's catenary, electrical facility or signal facility.

**SECTION 9: PROJECTS - SPECIAL NOTES (NYSDOT REGION 1)**

**9.1 Holiday Restrictions – Region 1 Projects**

All Region 1 Projects shall follow the following holiday restrictions:

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

6:00 AM May 27 to 6:00 AM May 31

6:00 AM July 1 to 6:00 AM July 5

6:00 AM Sept 2 to 6:00 AM Sept 6

6:00 AM Oct 7 to 6:00 AM Oct 11

6:00 AM Nov 23 to 6:00 AM Nov 28

6:00 AM Dec 23 to 6:00 AM Jan 3 (2017)

**9.2 Pilot Vehicle – Region 1 Projects**

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 Invitation for Bids, the Contractors shall provide sufficient two-way radio equipped pilot vehicles to guide traffic around recycling 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 VEHICLE<br>FOLLOW ME | G20-4 CONVENTIONAL<br>36"x 18" | ON BACK OF<br>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.**

**9.3 Paving Operations – Region 1 Projects**

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

**9.4 Moisture Susceptibility Testing – Region 1 Projects**

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.

**SECTION 9: PROJECTS - SPECIAL NOTES (NYSDOT REGION 1) (Cont'd)**

**9.5 Paving Markings – Region 1 Projects**

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.

**9.6 Non-Vibratory Rolling – Region 1 Projects**

Contractor shall use non-vibratory rolling over any bridge structure, large culvert or known utility within the project limits or as ordered by the engineer in charge.

**9.7 Project 1V1631 – Rt. 32 Greene County RM 1104 to 1155**

Item 402.058902 (Shim Course) is being utilized at an average thickness of ½”. Region 1 is requiring the use of either:

- 6.3 HMA mix meeting the requirements of 402.068302, but meeting F9 Friction requirements, and PG 64S-22 may be utilized in lieu of PG 64V-22. (This applies only as a substitution to Item 402.058902 for this contract only)
- Misc. Patching HMA mix meeting the requirements of Item 402.03890118 in the NYS OGS Comprehensive Bituminous Concrete Hot Mix Asphalt and Cold Patch contract Group 31502 – Award #22897.

Bridge BIN 1022390 will be paved with 2 inch thick layer of HMA over a sheet membrane. The work will have to be coordinated with Bridge Maintenance to allow for the installation of the water proof membrane immediately prior to paving. The coordination will be discussed at the pre-pave meeting.

The following intersections shall be paved approximately 75 feet from the edge of the mainline in each direction:

| Location             | Roadway Width |
|----------------------|---------------|
| Halfmoon Drive       | 30            |
| Frank Hitchcock Road | 40            |
| Caniff Road          | 30            |
| Whites Farm Loop     | 30            |
| Whites Farm Loop     | 30            |
| Rolling Meadow Road  | 30            |
| Meadow Lane          | 30            |
| East Morehouse Road  | 25            |
| Evergreen Drive      | 25            |
| Huntington Drive     | 25            |
| County Road 67       | 40            |
| Sunny Hill Road      | 30            |

**SECTION 9: PROJECTS - SPECIAL NOTES (NYSDOT REGION 1) (Cont'd)**

**9.8 Project 1V1651 – Rt. 67 Saratoga County RM 1035 to 1097**

Item 402.058902 (Shim Course) is being utilized at an average thickness of ½". Region 1 is requiring the use of either:

- 6.3 HMA mix meeting the requirements of 402.068302, but meeting F9 Friction requirements, and PG 64S-22 may be utilized in lieu of PG 64V-22. (This applies only as a substitution to Item 402.058902 for this contract only)
- Misc. Patching HMA mix meeting the requirements of Item 402.03890118 in the NYS OGS Comprehensive Bituminous Concrete Hot Mix Asphalt and Cold Patch contract Group 31502 – Award #22897.

Intersections shall be paved following the mainline edge of pavement. Rebates shall be cut based upon the estimated intersecting road width below

| Location                   | Roadway Width |
|----------------------------|---------------|
| RM 67-15031035             | 30            |
| Division St.               | 65x2          |
| Cook Rd.                   | 75x2          |
| Jockey St.                 | 75x2          |
| Maple Ave./Featherbed Lane | 60x2          |
| Peaceable St.              | 60x2          |
| Sweetman Rd.               | 70x2          |
| Finley Rd.                 | 65            |
| Hop City Rd. ( C.R. 56)    | 75            |
| Paisley Rd.                | 75            |
| RM 67-15031097             | 30            |

**9.9 Project 1V1681- Rt. 40 Washington County RM 1222 to 1182**

Item 402.058902 (Shim Course) is being utilized at an average thickness of ½". Region 1 is requiring the use of either:

- 6.3 HMA mix meeting the requirements of 402.068302, but meeting F9 Friction requirements, and PG 64S-22 may be utilized in lieu of PG 64V-22. (This applies only as a substitution to Item 402.058902 for this contract only)
- Misc. Patching HMA mix meeting the requirements of Item 402.03890118 in the NYS OGS Comprehensive Bituminous Concrete Hot Mix Asphalt and Cold Patch contract Group 31502 – Award #22897.

There shall be no temporary lane closures permitted on Saturday May 21, 2016 (Tour of the Battenkill – Bicycle Race).

The following intersections shall be paved approximately 50 feet from the edge of the mainline in each direction:

| Location                 | Roadway Width |
|--------------------------|---------------|
| Hannaford Entrance Road  | 30            |
| Galesville Drive (South) | 30            |
| Galesville Drive (North) | 30            |
| CR 77/Bald Mountain Road | 30            |
| Spraguetown Road         | 30            |
| Cottrell Road            | 30            |
| Edie Road                | 30            |
| Sullivan Road            | 30            |
| Coon Road                | 30            |
| North Greenwich Road     | 30            |
| McNeil Road              | 30            |
| CR 49                    | 34            |

## SECTION 10: PROJECTS - SPECIAL NOTES (NYSDOT REGION 3)

### 10.1 Holiday Restrictions – Region 3 Projects

All Region 3 Projects shall follow the following holiday restrictions (if not already included in this Invitation for Bids):

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

May 27 – 30

July 1 – 4

Sept. 2 – Sept. 5

Nov. 23 – Nov. 27

### 10.2 Project 360337 - Rte. 31; West village of Port Byron to Weedsport

The State will production mill the pavement within the Village of Port Byron and will mill village intersections accordingly. Coordination will be required between the paving contractor and the milling contractor. Rebates outside the Village of Port Byron shall be milled by the VPP contractor as listed in the rebate table.

There is a major waterline improvement project that will be progressing in the Village of Port Byron during the 2016 season. This VPP project shall not commence until completion of the water line work and may require it to be carried over to the following construction season.

### 10.3 Project 360338 - Rte. 38; Rte. 13/38 Intersection to Rte. 366

This project requires cold recycling; coordination will be required between the CIPR and VPP contractors.

To maintain smooth transitions, rebates on all side roads as listed in the contract rebate table will be cut at a distance of 50 feet as measured from the edge of the mainline shoulder. The contractor should anticipate paving intersections separately from mainline, payment to be included in the price bid for Item 402.096302.

### 10.4 Project 360339 - Rte. 13; Schuyler Co. Line to Trumbells Corners Rd Intersection

This project requires production cold milling prior to paving, coordination will be required between the paving contractor and the milling contractor.

The State anticipates progressing a bridge work contract within the limits of this project, coordination between the VPP contractor and the bridge contractor will be required.

### 10.5 Project 360340 - Rte. 392, Rte. 11 to S. Hill Rd

This project requires cold recycling prior to paving, coordination will be required between the paving contractor and the recycling contractor.

### 10.6 Project 360341 - Rte. 41; Baker School House Rd. to East Village of McGraw

This project requires production cold milling prior to paving, coordination will be required between the paving contractor and the milling contractor.

**SECTION 10: PROJECTS - SPECIAL NOTES (NYSDOT REGION 3) (Cont'd)**

**10.7 Project 360352 – Rte. 41A; Mandana to Rte. 20**

This project requires cold in place recycling, coordination will be required between the CIPR and VPP contractors.

This project requires production cold milling prior to paving, coordination will be required between the paving contractor and the milling contractor.

No CIPR or paving work shall be performed at RM 41A3303-1101 until the culvert at that location is replaced.

Contractor is to provide all WZTC. Sequence of operations is as follows: CIPR work on the southern segment of the project, milling on the northern segment of the project, T&L and top course paving. Paving operations shall begin at Route 20 and proceed to the south.

## SECTION 11: PROJECTS - SPECIAL NOTES (NYSDOT REGION 5)

### 11.1 General Special Notes – Region 5 Projects

The paving operations shall be progressed in a segment by segment basis. No longitudinal paving joints shall be allowed at the end of the work day. The segments shall be based on the contractor's daily work capacity and shall not end within an intersection.

### 11.2 Special Note for Hot Mix Asphalt – Region 5 Projects

All HMA production will require the use of anti-strip agent to prevent moisture induced damage to the HMA. The minimum dosage for anti-strip is 0.3% of the PG binder content. This requirement will be waived by the Regional Director if the contractor provides proof the HMA is not susceptible to moisture induced damage by providing test results as described below or if there is no history of moisture induced damage from the aggregates and production facilities used to make the HMA.

### 11.3 Moisture Susceptibility Testing – Region 5 Projects

The Contractor will be required to submit to the Regional Material Engineer (RME) AASHTO T-283 moisture susceptibility test results prior to production of HMA Top Course. The results shall be a minimum Tensile Strength Ratio (TSR) of 80%. If the asphalt binder source is changed after being tested for moisture susceptibility, the mixture may require testing again at the RME's discretion.

The Department may sample and test the above mixture during production to verify the moisture susceptibility requirement is met. If the results do not meet the production requirement (minimum TSR of 80%), the producer will need to take corrective action. If during production, the TSR test results fall below 70%, the RME will immediately suspend production for this project according to Section 105, Control of Work, and Section 106, Control of Material, of the Standard Specifications.

### 11.4 Dust (Minus 0.075 mm Aggregate) to Effective PG Binder Content Ratio – Region 5 Projects

In addition to AASHTO T283 testing, the Department will verify the Contractor's Dust (Minus 0.075 mm Aggregate) to Effective PG Binder Content Ratio during production. The minus 0.075 mm material will be determined using washed aggregate analysis and the ratio result shall be within the limits of 0.8 to 1.6.

### 11.5 Polymer Modified PG Binder – Region 5 Projects

All Region 5 require the use of Polymer Modified (64V-22) PG Binder.

### 11.6 Pavement Markings – Region 5 Projects

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.

### 11.7 Time Restrictions – Region 5 Projects

All Region 5 Projects shall follow the time restrictions outlined in the "Work Zone Traffic Control - for Design/Construction on State Highways in Region 5" available on the NYSDOT website or through the Regional Transportation Systems Operations group excepting those projects listed on the Region 5 project specific special notes.

SECTION 11: PROJECTS - SPECIAL NOTES (NYSDOT REGION 5) (Cont'd)

**11.8 Project 5V1547**

The traveled way and shoulders will be production milled at full width prior to HMA overlay.

**11.9 Project 5V1642**

The traveled way and shoulders will be production milled at full width prior to HMA overlay.

**11.10 Project 5V1622**

Single course overlay of travel way and shoulders. Surface will be milled prior to overlay.

In the Village of Cassadaga, High Street will be paved 30' into the intersection and Maple St. 15' into the intersection. In addition to Rte. 60 paving, included in quantity is the James A. France Memorial Parking area at RM 60 5201 3151 and ramp to CR 66 at RM 60 5201 3100.

**11.11 Project 5V1624**

Single course overlay of travel way and shoulders. Surface will be milled prior to overlay.

**11.12 Project 5V1654**

The pavement will be milled at full width prior to overlay, for the entirety of the project limits.

**11.13 Project 5V1655**

**Railroad at-grade crossing information:** CSX Transportation (Lockport Sub), RM 270-5402-1063, crossing number 520813X.

**11.14 Project 5V1657**

The pavement will be milled at full width, prior to the HMA inlay, for the entirety of the project limits *with the following exception:* 8' of the outside shoulders and 3' of the inside shoulders between NY 270 (RM 31-5401-2149) and Upper Mountain Road (RM 31-5401-2166). Following the VPP the untreated shoulder width will be fog sealed.

## SECTION 12: PROJECTS - SPECIAL NOTES (NYSDOT REGION 6)

### 12.1 Coordination with other Projects – Region 6 Projects

Prior to HMA overlay, Project 6V1614 and 6V1654 involve cold recycling through separate contract(or(s)). Prior to HMA overlay, Project 6V1644 involves heater scarify and milling through separate contract(or(s)). Project 6V1614 involves a segment of milling through separate contract(or(s)).

### 12.2 Special Notes – Region 6 Projects

No work shall be permitted, to minimize travel delays associated with major holidays, during the following periods:

Friday, May 27, 2016-sunrise, Tuesday, May, 31, 2016.

Friday, July 1, 2016- sunrise, Tuesday, July 5, 2016.

Friday, September 2, 2016- sunrise, Tuesday, September 6, 2016.

The Region requests all Preconstruction paperwork be submitted electronically as pdf files to Stacey.Forenz@dot.ny.gov prior to the preconstruction meeting (but not before the bid opening date for this Invitation for Bids), or all documentation be brought to the Preconstruction meeting electronically as .pdf files on a CD or USB “thumb” drive that will not be returned to the contractor.

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.

Polymer Modified Additive, at no additional cost to the State, is to be used for PIN 6V1644 for the 12.5mm HMA.

All Region 6 HMA projects shall be completed no later than October 31, 2016. A schedule reflecting this shall be submitted before start of work to the Region’s ARDO, Stacey Forenz, for approval.

### 12.3 HMA Overlay Splices (Rebates) – Region 6 Projects

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.

**SECTION 13: PROJECTS - SPECIAL NOTES (NYSDOT REGION 7)**

The following Special Notes for Region 7 Projects shall supersede any other sections of this IFB/Award or the Standard Specifications referenced herein.

**13.1 Special Work Zone Traffic Control – Pilot Vehicle – Region 7 Projects**

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 HMA is applied and rolled, controlled traffic may be permitted thereon. For Region 7 VPP 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. The requirement for delineation of the closed lane (cone placement), as defined in Section 6F.58 of the MUTCD, shall be evaluated by the Resident Engineer at the Preconstruction conference based on the traffic control plan presented by the Contractor and a determination will be made at that time whether it will be required on the project.

**Daytime lane closures may be used in lieu of pilot vehicles on controlled access highways as deemed appropriate by the Resident Engineer at the time of preconstruction conference.**

| SIGN                    | MINIMUM SIZE                  | LOCATION                     |
|-------------------------|-------------------------------|------------------------------|
| PILOT VEHICLE FOLLOW ME | G20-4 CONVENTIONAL<br>36"x18" | ON BACK OF<br>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 bid per ton for bituminous concrete. No separate payment shall be made.

**13.2 Exposed Longitudinal Joints – Region 7 Projects**

Exposed Longitudinal Centerline 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.

**13.3 Moisture Susceptibility Testing for Projects Requiring the Use of 64S-22 PGB – Region 7 Projects**

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.

**SECTION 13: PROJECTS - SPECIAL NOTES (NYSDOT REGION 7) (Cont'd)**

**13.4 Project 7V1631 (Rte. 177, Rodman to Lewis Co. Line)  
and Project 7V1633 (Rte. 37, Rte. 11 to Rte. 342)**

The Department of Transportation is conducting research on the performance of the mixture with recycled asphalt pavement (RAP) by accepting a portion of the asphalt contributed by the RAP. This project will be designated as experimental.

When greater than 10% of recycled asphalt pavement (RAP) is utilized in the production of Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA) Top Course for this contract, the following minimum asphalt content will be utilized in the final mixture design calculation for optimum asphalt content:

| HMA Mixture | Minimum Asphalt Content (%) |
|-------------|-----------------------------|
| 6.3 HMA     | 6.0                         |
| 9.5 HMA     | 6.0                         |
| 12.5 HMA    | 5.4                         |

The mixture design will be formulated such that all the volumetric properties are within the criteria specified in the latest Material Method 5.16. The total targeted asphalt content of virgin binder and the accepted RAP asphalt contribution shall not be less than the minimum asphalt content of the mix design during production indicated in the above table.

**SECTION 14: PROJECTS - SPECIAL NOTES (NYSDOT REGION 9)**

**14.1 Project 903626 - Route 17B - VPP**

The pavement is preferred to be milled prior to overlay if the milling contract is available. Contractor will coordinate with the residency and the milling contractor prior to placing the VPP material. In case it's mill prior to overlay, rebates will not be required.

Contractor shall NOT work on this site on any day of a Bethel Woods concert.

**14.2 Project 9HW511 - Route 41**

The pavement will be milled full width prior to overlay, for the entirety of the project limits. Contractor will coordinate with the residency and the milling contractor prior to placing the VPP material.

**SECTION 15: SUPERPAVE HOT MIX ASPHALT**

**15.1 Superpave Hot Mix Asphalt Design Criteria**

The following are design criteria for SUPERPAVE Hot Mix Asphalt Items for projects contained in this Invitation for Bids (please see the Special Notes – PG Binder and Mix Design Level):

| Project Number | Item         | 80kN EAL's | Aggregate Size | PG Binder |
|----------------|--------------|------------|----------------|-----------|
| 1V1631         | 402.096202   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.058902   | N/A        | Type 5 Shim    | PG 64S-22 |
| 1V1651         | 402.06820318 | <30.0 Mil  | 6.3            | PG 64V-22 |
|                | 402.058902   | N/A        | Type 5 Shim    | PG 64S-22 |
| 1V1681         | 402.096202   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.058902   | N/A        | Type 5 Shim    | PG 64S-22 |
| 360337         | 402.096302   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 360338         | 402.096302   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.017902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 360339         | 402.096202   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.017902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 360340         | 402.096302   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.017902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 360341         | 402.096302   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.017902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 360346         | 402.096202   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.017902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 360352         | 402.096302   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.017902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 5V1547         | 402.096202   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 5V1622         | 402.096202   | <30.0Mil   | 9.5            | PG64V-22  |
| 5V1624         | 402.096202   | <30.0Mil   | 9.5            | PG64V-22  |
| 5V1633         | 402.06820318 | <30.0 Mil  | 6.3            | PG 64V-22 |
| 5V1642         | 402.096202   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 5V1654         | 402.096202   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 5V1655         | 402.096202   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 5V1656         | 402.06820318 | <30.0 Mil  | 6.3            | PG 64V-22 |
| 5V1657         | 402.096202   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 5V1658         | 402.06820318 | <30.0 Mil  | 6.3            | PG 64V-22 |
| 6V1614         | 402.06830318 | <30.0 Mil  | 6.3            | PG 64V-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 6V1644         | 402.126202   | <30.0 Mil  | 12.5           | PG 64V-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 6V1654         | 402.06830318 | <30.0 Mil  | 6.3            | PG 64V-22 |
| 7V1612         | 402.06830318 | <30.0 Mil  | 6.3            | PG 64V-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 7V1613         | 402.06830318 | <30.0 Mil  | 6.3            | PG 64V-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 7V1614         | 402.06820318 | <30.0 Mil  | 6.3            | PG 64V-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 7V1616         | 402.126302   | <30.0 Mil  | 12.5           | PG 64S-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 7V1621         | 402.06830318 | <30.0 Mil  | 6.3            | PG 64V-22 |
| 7V1622         | 402.126302   | <30.0 Mil  | 12.5           | PG 64V-22 |
| 7V1623         | 402.126302   | <30.0 Mil  | 12.5           | PG 64V-22 |

| Project Number | Item         | 80kN EAL's | Aggregate Size | PG Binder |
|----------------|--------------|------------|----------------|-----------|
| 7V1624         | 402.126302   | <30.0 Mil  | 12.5           | PG 64V-22 |
| 7V1625         | 402.126302   | <30.0 Mil  | 12.5           | PG 64V-22 |
| 7V1626         | 402.126302   | <30.0 Mil  | 12.5           | PG 64V-22 |
| 7V1630         | 402.06820318 | <30.0 Mil  | 6.3            | PG 64V-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 7V1631         | 402.096302   | <30.0 Mil  | 9.5            | PG 64V-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 7V1632         | 402.096302   | <30.0 Mil  | 9.5            | PG 64V-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 7V1633         | 402.096302   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 7V1634         | 402.06820318 | <30.0 Mil  | 6.3            | PG 64V-22 |
| 7V1635         | 402.096202   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 7V1641         | 402.096302   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 7V1642         | 402.096302   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 7V1651         | 402.097302   | <30.0 Mil  | 9.5            | PG 64V-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 7V1652         | 402.126202   | <30.0 Mil  | 12.5           | PG 64V-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 7V1653         | 402.126202   | <30.0 Mil  | 12.5           | PG 64V-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64V-22 |
| 7V1654         | 402.096302   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 7V1655         | 402.096302   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 7V1656         | 402.096302   | <30.0 Mil  | 9.5            | PG 64S-22 |
|                | 402.018902   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 9HW511         | 402.097302   | <0.3 Mil   | 9.5            | PG 64S-22 |
| 901873         | 402.06830318 | <30.0 Mil  | 6.3            | PG 64V-22 |
| 903626         | 402.126202   | <30.0 Mil  | 12.5           | PG 64H-22 |
|                | 402.128902   | <30.0 Mil  | 12.5           | PG 64H-22 |
| 909597         | 402.06830318 | <30.0 Mil  | 6.3            | PG 64V-22 |
| 909599         | 402.06830318 | <30.0 Mil  | 6.3            | PG 64V-22 |
| 911133         | 402.06830318 | <30.0 Mil  | 6.3            | PG 64V-22 |
| 930719         | 402.097202   | <30.0 Mil  | 9.5            | PG 64S-22 |
| 930720         | 402.097202   | <30.0Mil   | 9.5            | PG 64S-22 |

**Note: Please see the Special Notes – PG Binder and Mix Design Level**

15.2 Project Dimensions

| Project Number | Items        | Resurfacing Depth (in) | Travel Lanes Width (ft.) (total) | Lane Width (ft.) (one lane) | Shoulder Width (ft.) (one shldr) | Number Lanes |
|----------------|--------------|------------------------|----------------------------------|-----------------------------|----------------------------------|--------------|
| 1V1631         | 402.096202   | 1.5                    | 24                               | 12                          | 4                                | 2            |
|                | 402.058902   | 0.5                    | 24                               | 12                          | 4                                | 2            |
| 1V1651         | 402.06820318 | 0.75                   | 22                               | 11                          | 4                                | 2            |
|                | 402.058902   | 0.5                    | 22                               | 11                          | 4                                | 2            |
| 1V1681         | 402.096202   | 1.5                    | 24                               | 12                          | 8                                | 2            |
|                | 402.058902   | 0.5                    | 24                               | 12                          | 8                                | 2            |
| 360337         | 402.096302   | 1.5                    | 22                               | 11                          | 8 to 10                          | 2            |
|                | 402.018902   | Varies                 | 22                               | 11                          | 8 to 10                          | 2            |
| 360338         | 402.096302   | 1.5                    | 22                               | 11                          | 5                                | 2            |
|                | 402.017902   | 0.75                   | 22                               | 11                          | 5                                | 2            |
| 360339         | 402.096202   | 1.5                    | 24                               | 12                          | 5                                | 2            |
|                | 402.017902   | 1                      | 24                               | 12                          | 5                                | 2            |
| 360340         | 402.096302   | 1.5                    | 22                               | 11                          | 4                                | 2            |
|                | 402.017902   | 0.75                   | 22                               | 11                          | 4                                | 2            |
| 360341         | 402.096302   | 1.5                    | 22                               | 11                          | 5                                | 2            |
|                | 402.017902   | 1                      | 22                               | 11                          | 5                                | 2            |
| 360346         | 402.096202   | 1.5                    | 22 to 48                         | 11 to 12                    | 4 to 10                          | 2 to 4       |
|                | 402.017902   | 1                      | 22 to 48                         | 11 to 12                    | 4 to 10                          | 2 to 4       |
| 360352         | 402.096302   | 1.5                    | 18 to 22                         | 9 to 11                     | 4 to 10                          | 2            |
|                | 402.017902   | 0.75                   | 18 to 22                         | 9 to 11                     | 4 to 10                          | 2            |
| 5V1547         | 402.096202   | 1.5                    | 24                               | 12                          | 6 to 8                           | 2            |
| 5V1622         | 402.096202   | 1.5                    | 24 to 37                         | 12 to 13                    | 6 to 8                           | 2 to 3       |
| 5V1624         | 402.096202   | 1.5                    | 22 to 36                         | 11 to 12                    | 6 to 8                           | 2 to 3       |
| 5V1633         | 402.06820318 | 0.75                   | 51 to 84                         | 12.0                        | 0                                | 4 to 6       |
| 5V1642         | 402.096202   | 1.5                    | 24                               | 12                          | 10                               | 2            |
| 5V1654         | 402.096202   | 1.5                    | 24 to 48                         | 12                          | 6                                | 2 to 4       |
| 5V1655         | 402.096202   | 1.5                    | 24                               | 12                          | 8                                | 2            |
| 5V1656         | 402.06820318 | 0.75                   | 24                               | 12                          | 6                                | 2            |
| 5V1657         | 402.096202   | 1.5                    | 24 to 54                         | 12                          | 4 to 9                           | 2 to 4       |
| 5V1658         | 402.06820318 | 0.75                   | 24 to 48                         | 12                          | 0 to 8                           | 2 to 4       |
| 6V1614         | 402.06830318 | 1                      | 24                               | 12                          | 6.5                              | 2            |
|                | 402.018902   | 0.75                   | 24                               | 12                          | 6.5                              | 2            |
| 6V1644         | 402.126202   | 1.5                    | 24                               | 12                          | 7.5                              | 2            |
|                | 402.018902   | 0.75                   | 24                               | 12                          | 7.5                              | 2            |
| 6V1654         | 402.06830318 | 1                      | 21                               | 11                          | 4.2                              | 2            |
| 7V1612         | 402.06830318 | 1                      | 22                               | 11                          | 7                                | 2            |
|                | 402.018902   | 0.5                    | 22                               | 11                          | 7                                | 2            |
| 7V1613         | 402.06830318 | 1                      | 20                               | 10                          | 3                                | 2            |
|                | 402.018902   | 0.5                    | 20                               | 10                          | 3                                | 2            |
| 7V1614         | 402.06820318 | 1                      | 24                               | 12                          | 8                                | 2            |
|                | 402.018902   | 0.5                    | 24                               | 12                          | 8                                | 2            |
| 7V1616         | 402.126302   | 1.5                    | 24                               | 12                          | 10                               | 2            |
|                | 402.018902   | 0.5                    | 24                               | 12                          | 10                               | 2            |
| 7V1621         | 402.06830318 | 0.75                   | 22                               | 11                          | 4 to 10                          | 2            |
| 7V1622         | 402.126302   | 1.5                    | 22                               | 11                          | 4 to 7                           | 2            |
| 7V1623         | 402.126302   | 1.5                    | 22                               | 11                          | 4                                | 2            |
| 7V1624         | 402.126302   | 1.5                    | 24 to 30                         | 12 to 15                    | 6 to 7                           | 2            |
| 7V1625         | 402.126302   | 1.5                    | 22 to 24                         | 11 to 12                    | 4 to 14                          | 2            |
| 7V1626         | 402.126302   | 1.5                    | 24                               | 12                          | 8                                | 2            |

| <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> |
|-----------------------|--------------|-------------------------------|---|------------------------------------|---|---------------------|
| 7V1630                | 402.06820318 | 1                             | 48                                      | 12                                 | 4 to 8                                  | 4                   |
|                       | 402.018902   | 0.5                           | 48                                      | 12                                 | 4 to 8                                  | 4                   |
| 7V1631                | 402.096302   | 1.5                           | 24                                      | 12                                 | 4                                       | 2                   |
|                       | 402.018902   | 0.5                           | 24                                      | 12                                 | 4                                       | 2                   |
| 7V1632                | 402.096302   | 1                             | 24                                      | 12                                 | 6 to 12                                 | 2                   |
|                       | 402.018902   | 0.5                           | 24                                      | 12                                 | 6 to 12                                 | 2                   |
| 7V1633                | 402.096302   | 1.5                           | 24                                      | 12                                 | 3 to 8                                  | 2                   |
| 7V1634                | 402.06820318 | 1                             | 24                                      | 12                                 | 4 to 7                                  | 2                   |
| 7V1635                | 402.096202   | 1.5                           | 24 to 38                                | 12 to 19                           | 0 to 8                                  | 2                   |
| 7V1641                | 402.096302   | 1.5                           | 20 to 22                                | 10 to 11                           | 4 to 10                                 | 2                   |
|                       | 402.018902   | 0.5                           | 20 to 22                                | 10 to 11                           | 4 to 10                                 | 2                   |
| 7V1642                | 402.096302   | 1.5                           | 24                                      | 12                                 | 6 to 8                                  | 2                   |
|                       | 402.018902   | 0.5                           | 24                                      | 12                                 | 6 to 8                                  | 2                   |
| 7V1651                | 402.097302   | 1.5                           | 24                                      | 12                                 | 8                                       | 2                   |
|                       | 402.018902   | 0.5                           | 24                                      | 12                                 | 8                                       | 2                   |
| 7V1652                | 402.126202   | 1.5                           | 24                                      | 12                                 | 8 to 10                                 | 2                   |
|                       | 402.018902   | 0.5                           | 24                                      | 12                                 | 8 to 10                                 | 2                   |
| 7V1653                | 402.126202   | 1.5                           | 24                                      | 12                                 | 8 to 10                                 | 2                   |
|                       | 402.018902   | 0.5                           | 24                                      | 12                                 | 8 to 10                                 | 2                   |
| 7V1654                | 402.096302   | 1.5                           | 24                                      | 12                                 | 6                                       | 2                   |
|                       | 402.018902   | 0.5                           | 24                                      | 12                                 | 6                                       | 2                   |
| 7V1655                | 402.096302   | 1.5                           | 24                                      | 12                                 | 6                                       | 2                   |
|                       | 402.018902   | 0.5                           | 24                                      | 12                                 | 6                                       | 2                   |
| 7V1656                | 402.096302   | 1.5                           | 24                                      | 12                                 | 6                                       | 2                   |
|                       | 402.018902   | 0.5                           | 24                                      | 12                                 | 6                                       | 2                   |
| 9HW511                | 402.097302   | 1.5                           | 22                                      | 11                                 | 2                                       | 2                   |
| 901873                | 402.06830318 | 1                             | 24                                      | 12                                 | 10                                      | 2                   |
| 903626                | 402.126202   | 1.5                           | 48                                      | 12                                 | -                                       | 4                   |
|                       | 402.128902   | 1.5                           | -                                       | -                                  | 10                                      | 2                   |
| 909597                | 402.06830318 | 1                             | 22                                      | 11                                 | 5                                       | 2                   |
| 909599                | 402.06830318 | 1                             | 22                                      | 11                                 | 8                                       | 2                   |
| 911133                | 402.06830318 | 1                             | 36                                      | 12                                 | 2 to 12                                 | 2 to 4              |
| 930719                | 402.097202   | 1.5                           | 24 to 36                                | 12                                 | 4 to 10                                 | 2 to 3              |
| 930720                | 402.097202   | 1.5                           | 24 to 48                                | 12                                 | 4 to 8                                  | 2 to 4              |

15.3 Rebates Table

| Project Number  | Rebate Location              | Rebate Width (ft.) |
|-----------------|------------------------------|--------------------|
| 1V1631          | Beginning of Job             | 44                 |
|                 | Halfmoon Drive               | 30                 |
|                 | Frank Hitchcock Road         | 50                 |
|                 | Gutter NB RM 1114 +400       | 905                |
|                 | Gutter SB RM 1114 +450       | 130                |
|                 | Canniff Road                 | 40                 |
|                 | Whites Farm Loop             | 30                 |
|                 | Whites Farm Loop             | 30                 |
|                 | Rolling Meadow Road          | 30                 |
|                 | Meadow Lane                  | 30                 |
|                 | East Morehouse Road          | 25                 |
|                 | Evergreen Drive              | 25                 |
|                 | Huntington Drive             | 25                 |
|                 | County Road 67 (north bound) | 40                 |
|                 | County Road 67 (south bound) | 40                 |
|                 | Sunny Hill Road              | 30                 |
| End Of Job      | 30                           |                    |
| 1V1651          | RM 67-1503-1035              | 30                 |
|                 | Division St.                 | 65                 |
|                 | Division St.                 | 65                 |
|                 | Cook Rd                      | 75                 |
|                 | Cook Rd                      | 75                 |
|                 | Jockey St                    | 75                 |
|                 | Jockey St                    | 75                 |
|                 | Maple Ave.                   | 60                 |
|                 | Featherbed Lane              | 60                 |
|                 | Peaceable St.                | 60                 |
|                 | Peaceable St.                | 60                 |
|                 | Sweetman Rd.                 | 70                 |
|                 | Sweetman Rd.                 | 70                 |
|                 | Finley Rd.                   | 65                 |
|                 | Hop City Rd. ( C.R. 56)      | 75                 |
|                 | Paisley Rd.                  | 75                 |
| RM 67-1503-1097 | 30                           |                    |
| 1V1681          | RM 40-1802-1122              | 36                 |
|                 | Hannaford Entrance           | 36                 |
|                 | Galesville Drive (S)         | 36                 |
|                 | Galesville Drive (N)         | 36                 |
|                 | CR 77                        | 36                 |
|                 | Spraguetown Road             | 36                 |
|                 | Cottrell Road                | 36                 |
|                 | Edie Road                    | 36                 |
|                 | North Greenwich Road         | 36                 |
|                 | McNiel Road                  | 36                 |
|                 | CR 49                        | 36                 |
|                 | RM 40-1802-1182              | 36                 |

| <b>Project Number</b>    | <b>Rebate Location</b>          | <b>Rebate Width (ft.)</b> |
|--------------------------|---------------------------------|---------------------------|
| 360337                   | Centerport Road                 | 25                        |
|                          | Townline Road                   | 25                        |
|                          | Cold Spring Bridge Start        | 38                        |
|                          | Cold Spring Bridge End          | 38                        |
|                          | Brutus Street                   | 30                        |
|                          | Hawley Street                   | 25                        |
|                          | Watson Street                   | 25                        |
|                          | RM 31-3108-1082, End of Project | 38                        |
| 360338                   | RM 38-3603-1050 Project Begin   | 42                        |
|                          | Lewis St (Lt)                   | 34                        |
|                          | Lewis St (Rt)                   | 32                        |
|                          | Spring House Rd (Lt)            | 28                        |
|                          | Hart Rd (Rt)                    | 28                        |
|                          | Irish Settlement Rd. (Lt)       | 31                        |
|                          | Necarsulmer Dr. (Lt)            | 34                        |
|                          | George Jr. Republic (Rt)        | 70                        |
|                          | Necarsulmer Dr. (Lt)            | 34                        |
|                          | George Rd (Rt)                  | 45                        |
|                          | George Rd (Rt)                  | 45                        |
|                          | Cook St                         | 35                        |
|                          | Factory St (Lt)                 | 28                        |
|                          | RM 38-3603-1081 Project End     | 50                        |
| 360339                   | No rebates required             |                           |
| 360340                   | Rte 11 RM 90-3201-1000          | 30                        |
|                          | Bridge East RM 1001             | 30                        |
|                          | Bridge West RM 1001             | 30                        |
|                          | Frances Rd                      | 30                        |
|                          | RR tracks East RM 1003          | 30                        |
|                          | RR tracks West RM 1003          | 30                        |
|                          | Snyder Hill Rd.                 | 30                        |
|                          | Muckey Rd                       | 25                        |
|                          | Bridge East RM 1016             | 30                        |
|                          | Bridge West RM 1016             | 30                        |
|                          | Parker St.                      | 30                        |
|                          | Bridge East RM 1119             | 30                        |
|                          | Bridge West RM 1119             | 30                        |
|                          | Carson Rd.                      | 30                        |
|                          | Woodchuckhill Rd.               | 25                        |
|                          | Alpha Circle                    | 20                        |
| Clute Rd.                | 30                              |                           |
| End Project 90-3201-1053 | 30                              |                           |
| 360341                   | No rebates required             |                           |
| 360346                   | No rebates required             |                           |
| 360352                   | Project Begin 41A-3303-1010     | 26                        |
|                          | Rte 359                         | 50                        |
| 5V1547                   | West Project Limit              | 40                        |
|                          | BIN 1046510 (west approach)     | 40                        |

| Project Number  | Rebate Location  | Rebate Width (ft.)                |
|-----------------|--|-----------------------------------|
| 5V1547 (Cont'd) | BIN 1046510 (east approach)<br>East Project Limit  | 40<br>40                          |
| 5V1622          | BIN 1027860<br>BIN 1027840<br>BIN 1027830  | 2 @48'<br>2 @ 40'<br>2 @ 40'      |
| 5V1624          | No rebates required  |                                   |
| 5V1633          | West Project Limit<br>Dick Rd intersection (north leg)<br>East Project Limit   | 68<br>164<br>59                   |
| 5V1642          | West Project Limit<br>RR Crossing (west - RM 39-5303-1030)<br>RR Crossing (east - RM 39-5303-1030)<br>BIN 1024490 (west approach)<br>BIN 1024490 (east approach)<br>East Project Limit                               | 120<br>30<br>30<br>40<br>40<br>44 |
| 5V1654          | No rebates necessary; will be WOC milled prior to VPP overlay  |                                   |
| 5V1655          | West Project Limit<br>CSX Transportation, Lockport Sub at-grade crossing begin approach, RM 270-5402-1063<br>CSX Transportation, Lockport Sub at-grade crossing end approach, RM 270-5402-1063<br>East Project Limit | 100<br>40<br>40<br>120            |
| 5V1656          | South Project Limit<br>North Project Limit   | 40<br>40                          |
| 5V1657          | No rebates necessary; will be WOC milled prior to VPP overlay  |                                   |
| 5V1658          | South Project Limit (From US 62)<br>South Project Limit (To US 62)<br>BIN 1039580 (west approach), RM 182-5401-2023<br>BIN 1039580 (east approach), RM 182-5401-2023<br>North Project Limit                          | 22<br>105<br>40<br>40<br>140      |
| 6V1614          | 17-6103-1141 project begin<br>17-6103-1160- C610270<br>17-6103-1165- C610271<br>17-6103-1178 project end   | 36<br>2@37<br>2@37<br>40          |
| 6V1644          | 36-6401-3090 project begin<br>36-6401-1043- BIN 1023580- South Approach<br>36-6401-3150 project end  | 40<br>1@23<br>32                  |
| 6V1654          | 364-6601-1126 project begin<br>364-6601-1164 project end   | 32<br>29                          |
| 7V1612          | Project Begin RM 1057<br>Lower Rd. Int. RM 1059<br>Cold Spring Rd. Int. RM 1070<br>Project End RM 1102   | 50<br>66<br>54<br>50              |
| 7V1613          | Project Begin RM 1000<br>Lagree Rd. RM 1016<br>Clinton Mills Rd. RM 1026<br>Looby Rd. RM 1026  | 175<br>48<br>70<br>90             |

| <b>Project Number</b>      | <b>Rebate Location</b>            | <b>Rebate Width (ft.)</b> |
|----------------------------|-----------------------------------|---------------------------|
| 7V1613 (Cont'd)            | Broad St. RM 1028                 | 50                        |
|                            | Merchia Rd. RM 1035               | 80                        |
|                            | Liberty Pole Rd. RM 1050          | 95                        |
|                            | Frontier Rd. RM 1050              | 70                        |
|                            | Project End RM 1057               | 36                        |
| 7V1614                     | Project Begin RM 1241             | 56                        |
|                            | Recore Rd. RM 1242                | 90                        |
|                            | Gails Trl. RM 1243                | 35                        |
|                            | LaPlante Rd. RM 1246              | 80                        |
|                            | Seymour Rd. RM 1254               | 60                        |
|                            | Dupuette Rd. RM 1261              | 80                        |
|                            | Dawn Dr. LT RM 1270               | 40                        |
|                            | Dawn Dr. RT RM 1270               | 40                        |
|                            | Jersey Swamp Rd. LT RM 1273       | 90                        |
|                            | Jersey Swamp Rd. RT RM 1273       | 90                        |
|                            | Townline Rd. RM 1286              | 85                        |
|                            | Bradford Rd. RM 1288              | 80                        |
|                            | Pellerin Rd. RM 1290              | 86                        |
|                            | Robinson Rd. RM 1298              | 80                        |
|                            | Rte. 374 RT RM 1300               | 200                       |
|                            | Rte. 374 LT RM 1300               | 200                       |
|                            | Wallace Hill Rd. RM 1306          | 62                        |
|                            | Tom Miller Rd. RT RM 1310         | 175                       |
|                            | Tom Miller Rd. LT RM 1310         | 175                       |
| Independence Drive RM 1313 | 66                                |                           |
| Della Drive RM 1314        | 60                                |                           |
| Project End Rte. 3 RM 1317 | 195                               |                           |
| 7V1616                     | Project Begin RM 1000             | 62                        |
|                            | Derringer Dr. RT RM 1005          | 180                       |
|                            | Derringer Dr. LT RM 1005          | 85                        |
|                            | Derringer Dr. RT RM 1006          | 85                        |
|                            | Kira Dr. RT RM 1006               | 115                       |
|                            | Affiliated Dr. LT (2 ea.) RM 1006 | 100                       |
|                            | Fedex Dr. LT 2 ea.) RM 1007       | 100                       |
| Project End RM 1008        | 62                                |                           |
| 7V1621                     | Project Begin RM 1000             | 60                        |
|                            | Project End RM 1007               | 42                        |
| 7V1622                     | Project Begin RM 1000             | 54                        |
|                            | Project End RM 1025               | 48                        |
| 7V1623                     | Project Begin RM 1140             | 42                        |
|                            | Project End RM 1200               | 42                        |
| 7V1624                     | Project Begin RM 1439             | 50                        |
|                            | Rte. 458 Intersection             | 54                        |
|                            | Project End RM 1475               | 56                        |
| 7V1625                     | Project Begin RM 1000             | 62                        |
|                            | Project End RM 1042               | 60                        |

| <b>Project Number</b> | <b>Rebate Location</b>                    | <b>Rebate Width (ft.)</b> |
|-----------------------|---|---------------------------|
| 7V1626                | Project Begin RM 1106                     | 56                        |
|                       | Project End RM 1136                       | 56                        |
| 7V1630                | Project Begin RM 1385 (2)                 | 56                        |
|                       | Exit 49 Ramps RM 1390 (4)                 | 30                        |
|                       | Rte. 411 Bridge RM 1390 (2)               | 56                        |
|                       | CR 15 Bridge Underpass (2)                | 300                       |
|                       | Project End RM 1435 (2)                   | 56                        |
| 7V1631                | Project Begin RM 1069                     | 45                        |
|                       | Project End RM 1099                       | 45                        |
| 7V1632                | Project Begin RM 1218                     | 68                        |
|                       | Bridge @ RM 1239 (2)                      | 68                        |
|                       | Project End RM 1272                       | 68                        |
| 7V1633                | Project Begin RM 1001                     | 56                        |
|                       | Project End RM 1026                       | 56                        |
| 7V1634                | No Rebates Required                       |                           |
| 7V1635                | Project Begin RM 1097                     | 68                        |
|                       | Project End: No Rebate Required           |                           |
| 7V1641                | Project Begin RM 1000                     | 48                        |
|                       | Rte. 294 RM 1007                          | 42                        |
|                       | Golden Rd. RM 1018                        | 75                        |
|                       | Esche Rd. RM 1033                         | 50                        |
|                       | George Kraeger Rd. RM 1046                | 40                        |
|                       | Croneiser Rd. RM 1054                     | 60                        |
|                       | Zimmer Rd. RM 1061                        | 50                        |
|                       | Kessler Rd. RM 1062                       | 50                        |
|                       | Rector Rd. RM 1070                        | 40                        |
|                       | Adam Rd. RM 1079                          | 65                        |
|                       | Adam Rd. RM 1081                          | 65                        |
|                       | John St. RM 1086                          | 70                        |
|                       | W. Main St. RM 1086                       | 70                        |
|                       | James St. RM 1090                         | 70                        |
|                       | James St. RM 1090                         | 70                        |
| Project End RM 1093   | 48  |                           |
| 7V1642                | Project Begin RM 1083                     | 56                        |
|                       | Co. Rd. 24 RM 1083                        | 130                       |
|                       | Co. Rd. 24 RM 1083                        | 100                       |
|                       | Office Rd. RM 1087                        | 100                       |
|                       | Dead End RM 1089                          | 70                        |
|                       | RR Crossing RM 1091 (2)                   | 80                        |
|                       | Sylvia Lake Rd. RM 1102                   | 80                        |
|                       | Project End Rte. 58 RM 1105               | 140                       |
| 7V1651                | No Rebates Required                       |                           |
| 7V1652                | Project Begin RM 1262                     | 56                        |
|                       | Bridge Over Oswegatchie River RM 1280 (2) | 62                        |
|                       | Rte. 812 Overpass RM 1283 (2)             | 62                        |
|                       | Ramp Termini @ Rte. 812 RM 1284           | 100                       |
|                       | Ramp Termini @ Fine St. RM 1281           | 85                        |

| <b>Project Number</b> | <b>Rebate Location</b>  | <b>Rebate Width (ft.)</b> |
|-----------------------|---|---------------------------|
| 7V1652 (Cont'd)       | Ramp Termini @ Rte. 68 West RM 1287                                     | 40                        |
|                       | New York Ave./Black Lake Rd. RM 1278 (2)                                | 80                        |
|                       | Rte. 68 East RM 1263 (2)  | 80                        |
|                       | Project End RM 1292   | 56                        |
| 7V1653                | Project Begin RM 1292   | 56                        |
|                       | RR Crossing RM 1306 (2)   | 56                        |
|                       | Linden St. Int. RM 1295   | 100                       |
|                       | Champlain St. Int. RM 1297  | 100                       |
|                       | Ford St. Int. RM 1302   | 100                       |
|                       | International Bridge Approach RM 1309                                   | 150                       |
|                       | Entrance to Prison & Psych Center RM 1311 (2)                           | 100                       |
|                       | Acco Drive Int. RM 1318   | 85                        |
|                       | County Rd. 28 Int.  | 100                       |
|                       | Project End RM 1322   | 56                        |
| 7V1654                | Project Begin RM 1032   | 50                        |
|                       | Hollywood Rd. Int.  | 75                        |
|                       | Project End EM 1100   | 50                        |
| 7V1655                | Project Begin RM 1190   | 50                        |
|                       | Bridge in Colton RM 1228 (2)  | 50                        |
|                       | Project End RM 1242   | 50                        |
| 7V1656                | Project Begin RM 1067   | 50                        |
|                       | Project End RM 1088   | 50                        |
| 9HW511                | (No rebates necessary; roadway will be WOC milled prior to VPP overlay) | 0                         |
| 901873                | Begin Rebate @ RM 28 9302/1081 (-30')                                   | 45                        |
|                       | Fair Street (S/B)   | 90                        |
|                       | Fair Street (N/B)   | 100                       |
|                       | C.R. 3 Spur/State Police (N/B)  | 100                       |
|                       | Rt 30 (S/B)   | 135                       |
|                       | Reservoir Rd (N/B)  | 90                        |
|                       | 1 Room School House (N/B)   | 45                        |
|                       | DEP Treatment D/W #1 (S/B)  | 77                        |
|                       | DEP Treatment D/W #2 (S/B)  | 82                        |
|                       | End Rebate @ RM 28 9302/1116  | 45                        |
| 903626                | RM 17B 9601/1207  | 60                        |
|                       | RM 17B 9601/1218  | 60                        |
| 909597                | Begin Rebate @ RM 10 9502/1293  | 45                        |
|                       | Markley Rd  | 115                       |
|                       | Rhinebeck Rd  | 84                        |
|                       | Bush Street   | 125                       |
|                       | Rt 165  | 85                        |
|                       | Gardinerville Rd  | 80                        |
|                       | Gardinerville Rd  | 105                       |
|                       | Loonenbergh Turnpike  | 205                       |
|                       | C.R. 5/Slate Hill Rd/Beekman Corners                                    | 60                        |
|                       | C.R. 5/Slate Hill Rd/Beekman Corners                                    | 75                        |
|                       | End Rebate @ RM 10 9502/1333  | 45                        |

| <b>Project Number</b>          | <b>Rebate Location</b>           | <b>Rebate Width (ft.)</b>    |
|--------------------------------|----------------------------------|------------------------------|
| 909599                         | Begin Rebate @ RM 10 9301/1387   | 46                           |
|                                | Hamden Hill Rd                   | 70                           |
|                                | 1st Commercial Driveway          | 85                           |
|                                | 2nd Commercial Driveway          | 90                           |
|                                | 3rd Commercial Driveway          | 85                           |
|                                | C.R. 16 (Treadwell)              | 70                           |
|                                | Clark's Driveway (south)         | 60                           |
|                                | Clark's Driveway (north)         | 150                          |
|                                | Peakes Brook Rd                  | 50                           |
|                                | End @ RM 10 9301/1416 (+200')    | 60                           |
|                                | 911133                           | Begin, E/B @ RM 20 9518/1020 |
| Begin, W/B- RM 20 9518/1020    |                                  | 40                           |
| Chestnut Str. / C.R. 55        |                                  | 125                          |
| School Driveway                |                                  | 25                           |
| Beechwood Rd                   |                                  | 35                           |
| Stewarts to Rt 10 Intersection |                                  | 225                          |
| Rt 10 Intersection (North)     |                                  | 75                           |
| Rt 10 Intersection (South)     |                                  | 60                           |
| End, EB&WB @RM 20 9518/1026    |                                  | 75                           |
| 930719                         | Start RM 7-9403-1000             | 36                           |
|                                | RM 7-9403-1001 left              | 50                           |
|                                | Start RM 8-9402-1000             | 48                           |
|                                | RM 8-9402-1002 left              | 60                           |
|                                | End RM 8-9402-1004               | 40                           |
|                                | Bridge over Unadilla River begin | 44                           |
|                                | Bridge over Unadilla River end   | 44                           |
|                                | RM 7-9403-1012 right             | 50                           |
|                                | Main Street right                | 100                          |
|                                | End RM 7-9403-1013               | 34                           |
| 930720                         | Start RM 7-9403-3000             | 34                           |
|                                | RM 7-9403-3001 left              | 50                           |
|                                | RM 7-9403-3002 right             | 50                           |
|                                | RM 7-9403-3003 right             | 60                           |
|                                | RM 7-9403-3006 right             | 80                           |
|                                | RM 7-9403-3008 right             | 70                           |
|                                | RM 7-9403-3009 right             | 70                           |
|                                | RM 7-9403-3009 right             | 60                           |
|                                | RM 7-9403-3010 right             | 60                           |
|                                | RM 7-9403-3011 right             | 90                           |
|                                | CR 47 right                      | 110                          |
|                                | End RM 7-9403-3016               | 34                           |

**SECTION 16: CONTRACT PERFORMANCE REPORT**

State of New York  
 Office of General Services  
 Procurement Services  
**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 email (customer.services@ogs.ny.gov) or by mail to:**

OGS – PROCUREMENT SERVICES  
 Customer Services, 38th Floor  
 Corning Tower - Empire State Plaza  
 Albany, New York 12242  
 \* \* \* \* \*