

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 31504 – Bituminous Concrete Cold Patch (All State Agencies and Political Subdivisions)
		Classification Code(s): 30
Award Number	:	<u>22647</u> (Replaces Award 22340)
Contract Period	:	February 1, 2013 – July 31, 2015
Bid Opening Date	:	November 28, 2012
Date of Issue	:	August 9, 2013 (Revised March 25, 2014)
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Elise Relyea	New York State Procurement
Title : Contract Management Specialist	Customer Services
Phone : 518-408-2383	Phone : 518-474-6717
Fax : 518-474-1160	Fax : 518-474-2437
E-mail : elise.relyea@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

**New York State Procurement values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

Cold patch is also referred to as stockpile patch. It is a non-heated mixture of liquid bituminous material and stone of various sizes and special ingredients that allow it to be easily handled for placement in potholes, but hardens when compacted in those same potholes.

PR # 22647

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED IDENT #</u> <u>NYS VENDOR #</u>
PC65985 SB	ALBANY ASPHALT & AGGREGATES CORP. 101 Dunham Drive Albany, NY 12202	800/724-1920 Ext. 213 518/436-8916 Ext. 213 John M. Stutzman Fax: 518/434-8638 E-mail: stutz1937@aol.com	141299613 1000006651
PC65986 SB	ALLIANCE PAVING MATERIALS, INC. 846 Lawrence Street Rome, NY 13440 <i>Accepts Procurement Card for orders up to \$15,000</i>	315/337-0795 John White/Jamie Aiello Fax: 315/337-1060 E-mail: john@ocuto.com E-mail: jamie@ocuto.com	161090940 1000007743
PC65987	B. METCALF ASPHALT PAVING, INC. 104 Interlaken Road Lakeville, CT 06039 <i>Accepts Procurement Card for orders up to \$15,000</i> <i>1% Cash Discount for payment within 15 days</i> <i>of delivery and/or receipt of voucher</i>	860/435-1205 Ben Metcalf Fax: 860-435-9402 E-mail: bmetcalfasphalt@sbcglobal.net Web Site: www.bmetcalfasphalt.com	200550135 1100075068
PC65988 SB	BARRE STONE PRODUCTS, INC. 14120 W. Lee Road Albion, NY 14411 <i>Accepts Procurement Card for orders up to \$2,500</i>	585/589-4481 Mark D. Keeler Fax: 585/589-1160 E-mail: crusherun@aol.com Web Site: www.barrestone.com	161274400 1000007971
PC65989	BARRETT PAVING MATERIALS, INC. 4530 Wetzell Road Liverpool, NY 13090 <i>Accepts Procurement Card for orders up to \$15,000</i>	315/652-4585 Scot A. Owens Fax: 315/652-4590 E-mail: sowens@barrett paving.com	133003901 1000038867
PC65990 SB	BLACK GOLD INDUSTRIES, INC. P.O. Box 306 Ridge, NY 11961	631/878-1676 Nick Garone Fax: 631/878-1625 E-mail: xcel123@aol.com	050620795 1100010716
PC65991 SB	BROOME BITUMINOUS PRODUCTS INC. 416 Prentice Road Vestal, NY 13850 <i>Accepts Procurement Card for orders up to \$15,000</i>	607/729-0498 Daniel W. Gates Fax: 607/729-0853 E-mail: danbbpi@stny.rr.com	161275720 1000015652
PC65992	BUFFALO CRUSHED STONE DIVISION OF NEW ENTERPRISE STONE & LIME CO., INC. 2544 Clinton Street Buffalo, NY 14224 <i>Accepts Procurement Card for orders up to \$15,000</i>	716/826-7310 John E. Werely Fax: 716/826-1342 E-mail: jwerely@buffalocrushedstone.com	231374051 1100008287

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PC65993	CALLANAN INDUSTRIES, INC. P.O. Box 15097 Albany, NY 12212-5097	800/446-8689 518/374-2222 Ext. 207 Glenn R. DiMeo Fax: 518/346-0808 E-mail: gdimeo@callanan.com E-mail: drcasale@callanan.com	141539261 1000027416
PC65995 SB	COLARUSSO BLACKTOP A DIVISION OF A. COLARUSSO & SON, INC. 91 Newman Road Hudson, NY 12534 <i>Accepts Procurement Card for orders up to \$15,000</i>	518/828-3218 J.R. Heffner Fax: 518/828-0546 E-mail: jrh@acolarusso.com Web Site: www.acolarusso.com	141424400 1000006693
PC65996	COLD MIX MANUFACTURING CORP. 120-30 28 th Avenue Flushing, NY 11354	800/985-9192 914/755-4575 Dario Amicucci Fax: 718/463-0292 E-mail: sales@greenpatch.com Web Site: www.greenpatch.com	261482240 1000017489
PC65997 SB	COUNTY LINE STONE CO., INC. 4515 Crittenden Road P.O. Box 150 Akron, NY 14001	716/542-5435 Bruce M. Buyers Fax: 716/542-5442 E-mail: cls6378@yahoo.com	160836378 1000007535
PC65998 SB	CUSHING STONE CO. INC. 725 State Highway 5S Amsterdam, NY 12010	518/887-2521 James M. Loucks Fax: 518/887-2520 E-mail: cushingstone@cranesville.com	140594140 1000006626
PC65999	DALRYMPLE GRAVEL & CONTRACTING CO., INC. 2105 S. Broadway Pine City, NY 14871	607/529-3235 Ext. 13 Roger Burris Fax: 607/529-3234	160399910 1000007432
PC66000	DOLOMITE PRODUCTS COMPANY, INC. d/b/a A.L. BLADES 1150 Penfield Road Rochester, NY 14625	585/381-7010 Cindy Miceli Fax: 585/381-0208 E-mail: cmiceli@dolomitegroup.com	160410930 1000007433
PC66001	DUTCHESS QUARRY AND SUPPLY CO., INC. 410 North Avenue Pleasant Valley, NY 12569 <i>Accepts Procurement Card for orders up to \$5,000</i>	518/821-0660 Kevin McCarthy Fax: 914/949-2075 E-mail: kmcca@peckham.com	141294098 1000006649

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PC66003	GERNATT ASPHALT PRODUCTS, INC. 13870 Taylor Hollow Road Collins, NY 14034	716/532-3371 Ext 140 William Schmitz Fax: 716/532-9000 E-mail: bills@gernatt.com Web Site: www.gernatt.com	160847121 1000007542
PC66004	GORMAN BROS., INC. 200 Church Street Albany, NY 12202	518/462-5401 Edward A. House Fax: 518/462-1296 E-mail: ehouse@gormanroads.com Web Site: www.gormanroads.com	140704840 1000013676
PC66005	HANSON AGGREGATES NEW YORK LLC P.O. Box 513 4800 Jamesville Road Jamesville, NY 13078	315/469-5501 Roger R. Hutchinson Fax: 315/469-3133 E-mail: roger.hutchinson@hanson.com Web Site: www.hanson.com	160928494 1000028456
PC66006	INNOVATIVE MUNICIPAL PRODUCTS (US), INC. d/b/a INNOVATIVE SURFACE SOLUTIONS 454 River Road Glenmont, NY 12077	800/257-5808 518/729-4319 Dave Cook/John Veeder Fax: 518/729-5181 E-mail: bids@innovativecompany.com Web Site: www.innovativecompany.com	510375765 1000009401
PC66007	JAMESTOWN MACADAM, INC. P.O, Box 518 Celoron, NY 14720	716/664-5108 Steve Russo Fax: 716/484-0100 E-mail: srusso@jamestownmacadam.com	160971315 1000007629
PC66008	JOCAR ASPHALT LLC d/b/a RASON MATERIALS P.O. Box 530 Old Bethpage, NY 11804	631/293-6210 James K. Haney Fax: 631/293-6849 E-mail: jhaney100@hotmail.com	454924901 1100080600
PC66010	N.Y. MATERIALS, LLC 7 Edison Avenue Mt. Vernon, NY 10550	914/699-3370 Frank Inello Fax: 914/699-4065 E-mail: frank@newyorkmaterials.com	010575979 1000010879

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PC66011	PACKAGE PAVEMENT CO., INC. P.O. Box 408 Stormville, NY 12582	800/724-8193 845/221-2224 Ext. 321 Michael S. Holt Fax: 845/221-0433 E-mail: sales@packagepavement.com Web Site: packagepavement.com	141395160 1000013748
PC66013	PECKHAM MATERIALS CORP. 2 Union Street Ext. Athens, NY 12015	518/945-1120 Ext. 18 James R. Wilcox Fax: 518/945-1298 E-mail: jwilc@peckham.com Web Site: www.peckham.com	141470013 1000006732
PC66015	SENECA STONE CORPORATION 2105 S. Broadway Pine City, NY 14871	315/549-8253 Ext.12 Tom Cleere Fax: 315/549-7156 E-mail: tcleere@dalholding.com	161124518 1000007782
PC66016	SUIT-KOTE CORPORATION 1911 Lorings Crossing Road Cortland, NY 13045	800/622-5636 607/753-1100 Mike Murphy Fax: 607/758-9760 E-mail: mmurphy@suit-kote.com Web Site: www.suit-kote.com	161177189 1000007846
PC66017	TILCON NEW YORK INC. 162 Old Mill Road West Nyack, NY 10994	800/872-7762 Tom Hurley 914/261-6560 Fax: 845/818-3762 E-mail: thurley@tilconny.com Web Site: www.tilconny.com	061032119 1000036520
PC66018	UNIQUE PAVING MATERIALS CORP. 3993 E.93 rd Street Cleveland, OH 44105	800/441-4880 216/441-4880 Laurie Tieber Fax: 216/341-8514 E-mail: cs@uniquepavingmaterials.com Web Site: www.uniquepavingmaterials.com	341601338 1000031353
PC66019 SB	VESTAL ASPHALT, INC. 201 Stage Road Vestal, NY 13850 <i>Accepts Procurement Card for orders up to \$15,000</i>	800/837-8253 607/785-3393 Chris Neville Fax: 607/785-3396 E-mail: chrisneville@vestalaspalt.com	161201418 1000007868

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Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments in this document.)**

AGENCIES SHOULD NOTIFY 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 NEW YORK STATE PROCUREMENT.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

NOTE TO AUTHORIZED USERS:

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

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

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

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

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PLANT LOCATIONS ALPHABETICALLY BY CONTRACTOR

Contractor	City	County	DOT #
Albany Asphalt	Albany	Albany	10001
Alliance Paving	Rome	Oneida	H0043
B. Metcalf	East Canaan, CT	Litchfield, CT	--
Barre Stone	Albion	Orleans	10306
Barrett Paving	Boonville	Oneida	H0138
Barrett Paving	Westville	Franklin	H0139
Barrett Paving	Norwood	St. Lawrence	H0137/H0261
Barrett Paving	Watertown	Jefferson	H0365/H0277
Barrett Paving	Binghamton	Broome	10180
Barrett Paving	Jamesville	Onondaga	10349
Barrett Paving	Litchfield	Herkimer	10323
Black Gold	Speonk/Brookhaven	Suffolk	10233/10312
Broome Bituminous	Vestal	Broome	H0350
Buffalo Crushed Stone	Cheektowaga	Erie	10096/10250/10091
Buffalo Crushed Stone	Lancaster	Erie	10106/10331/10116
Callanan	Clockville/Canastota	Madison	10176/10005
Callanan	East Kingston	Ulster	10282
Callanan	Bridgeville/Monticello	Sullivan	10282
Callanan	Pattersonville	Montgomery	10003
Callanan	South Bethlehem	Albany	10376
Colarusso	Hudson	Columbia	H0155
Cold Mix	Flushing	Queens	--
County Line	Newstead	Erie	H0097, 98, 275
Cushing Stone	Amsterdam	Montgomery	10266
Dalrymple	Chemung	Chemung	--
Dolomite	Hornell/Springville	Steuben	10103
Dolomite	Rochester, Whalen Rd./Springville	Monroe	10103
Dolomite	Rochester, Buffalo Rd./Springville	Monroe	10103
Dutchess Quarry	Pleasant Valley	Dutchess	159
Gernatt Asphalt	Springville	Erie	H0103
Gorman Bros.	Albany	Albany	30103
Gorman Bros.	Amsterdam	Montgomery	30203
Gorman Bros.	Clinton	Oneida	30201
Gorman Bros.	Poland	Herkimer	--
Gorman Bros.	West Sand Lake	Rensselaer	--

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PLANT LOCATIONS ALPHABETICALLY BY CONTRACTOR (Cont'd)

Contractor	City	County	DOT #
Hanson Aggregates	St. Johnsville	Montgomery	10039
Hanson Aggregates	Jordanville	Herkimer	10288
Hanson Aggregates	Oriskany Falls	Oneida	10034
Hanson Aggregates	Watertown	Jefferson	10133
Hanson Aggregates	Ogdensburg	St. Lawrence	10051
Hanson Aggregates	Skaneateles	Onondaga	10135
Hanson Aggregates	South Lansing	Tompkins	10067
Hanson Aggregates	Oaks Corners	Ontario	10054
Hanson Aggregates	Honeoye Falls	Livingston	10053
Hanson Aggregates	Rochester	Monroe	10066
Hanson Aggregates	Rochester, Scottsville Rd.	Monroe	10053/10068
Hanson Aggregates	Stafford	Genesee	10289
Innovative	Cheektowaga	Erie	H0250
Jamestown Macadam	Jamestown	Chautauqua	10260
Jocar Asphalt	Melville	Suffolk	10307
Lafarge NA	Lockport	Niagara	10101
NY Materials	Mt. Vernon	Westchester	10319
Noel J. Brunell	Plattsburgh	Clinton	--
Package Pavement	--	Dutchess	--
Peckham	Catskill	Greene	10285
Peckham	Hudson Falls	Washington	10010/10014
Seneca Stone	Fayette	Seneca	--
Suit-Kote	Belmont	Alleghany	L0602
Suit-Kote	Cochenton	Sullivan	L0907
Suit-Kote	Oneonta	Otsego	L0902
Suit-Kote	Watkins Glen	Schuyler	L0603
Suit-Kote	McGraw	Cortland	10237
Tilcon New York	Haverstraw	Rockland	10240
Tilcon New York	West Nyack	Rockland	H0158
Unique Paving	Rochester	Monroe	--
Unique Paving	Elmira Hts.	Chemung	--
Vestal Asphalt	Vestal	Broome	30903
Vestal Asphalt	Sangerfield	Oneida	30204

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PLANT LOCATIONS ALPHABETICALLY BY COUNTY

County	Contractor	City	DOT #
Albany	Albany Asphalt	Albany	10001
Albany	Callanan	South Bethlehem	10376
Albany	Gorman Bros.	Albany	30103
Alleghany	Suit-Kote	Belmont	L0602
Broome	Barrett Paving	Binghamton	10180
Broome	Broome Bituminous	Vestal	H0350
Broome	Vestal Asphalt	Vestal	30903
Chautauqua	Jamestown Macadam	Jamestown	10260
Chemung	Dalrymple	Chemung	--
Chemung	Unique Paving	Elmira Hts.	--
Clinton	Noel J. Brunell	Plattsburgh	--
Columbia	Colarusso	Hudson	H0155
Cortland	Suit-Kote	McGraw	10237
Dutchess	Dutchess Quarry	Pleasant Valley	159
Dutchess	Package Pavement	--	--
Erie	Buffalo Crushed Stone	Cheektowaga	10096/10250/10091
Erie	Buffalo Crushed Stone	Lancaster	10106/10331/10116
Erie	County Line	Newstead	H0097, 98, 275
Erie	Gernatt Asphalt	Springville	H0103
Erie	Innovative	Cheektowaga	H0250
Franklin	Barrett Paving	Westville	H0139
Genesee	Hanson Aggregates	Stafford	10289
Greene	Peckham	Catskill	10285
Herkimer	Barrett Paving	Litchfield	10323
Herkimer	Gorman Bros.	Poland	--
Herkimer	Hanson Aggregates	Jordanville	10288
Jefferson	Barrett Paving	Watertown	H0365/H0277
Jefferson	Hanson Aggregates	Watertown	10133
Litchfield, CT	B. Metcalf	East Canaan, CT	--
Livingston	Hanson Aggregates	Honeoye Falls	10053
Madison	Callanan	Clockville/Canastota	10176/10005
Monroe	Dolomite	Rochester, Whalen Rd./Springville	10103
Monroe	Dolomite	Rochester, Buffalo Rd./Springville	10103
Monroe	Hanson Aggregates	Rochester	10066
Monroe	Hanson Aggregates	Rochester, Scottsville Rd.	10053/10068
Monroe	Unique Paving	Rochester	--
Montgomery	Callanan	Pattersonville	10003

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PLANT LOCATIONS ALPHABETICALLY BY COUNTY (Cont'd)

County	Contractor	City	DOT #
Montgomery	Cushing Stone	Amsterdam	10266
Montgomery	Gorman Bros.	Amsterdam	30203
Montgomery	Hanson Aggregates	St. Johnsville	10039
Oneida	Alliance Paving	Rome	H0043
Oneida	Barrett Paving	Boonville	H0138
Oneida	Gorman Bros.	Clinton	30201
Oneida	Hanson Aggregates	Oriskany Falls	10034
Oneida	Vestal Asphalt	Sangerfield	30204
Onondaga	Barrett Paving	Jamesville	10349
Onondaga	Hanson Aggregates	Skaneateles	10135
Ontario	Hanson Aggregates	Oaks Corners	10054
Orleans	Barre Stone	Albion	10306
Otsego	Suit-Kote	Oneonta	L0902
Queens	Cold Mix	Flushing	--
Rensselaer	Gorman Bros.	West Sand Lake	--
Rockland	Tilcon New York	Haverstraw	10240
Rockland	Tilcon New York	West Nyack	H0158
Schuyler	Suit-Kote	Watkins Glen	L0603
Seneca	Seneca Stone	Fayette	--
St. Lawrence	Barrett Paving	Norwood	H0137/H0261
St. Lawrence	Hanson Aggregates	Ogdensburg	10051
Steuben	Dolomite	Hornell/Springville	10103
Suffolk	Black Gold	Speonk/Brookhaven	10233/10312
Suffolk	Jocar Asphalt	Melville	10307
Sullivan	Callanan	Bridgeville/Monticello	10282
Sullivan	Suit-Kote	Cochenton	L0907
Tompkins	Hanson Aggregates	South Lansing	10067
Ulster	Callanan	East Kingston	10282
Washington	Peckham	Hudson Falls	10010/10014
Westchester	NY Materials	Mt. Vernon	10319

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UPSTATE PRICES: EXCLUDING ROCKLAND, WESTCHESTER, NASSAU & SUFFOLK COUNTIES & NYC
TRANSPORTATION RATES (HAULING/DELIVERY) PER NET TON MILE

VENDOR – LOCATION	15402.2010 Regular Mix	15402.2030 Modified Mix	15402.2040 Fiber Reinforced Mix	Transportation Rates (Hauling/Delivery) 0-1 mi	Transportation Rates (Hauling/Delivery) 1+ mi
Albany Asphalt - Albany	NB	\$115.000	NB	AP	AP
Alliance Paving - Rome	\$81.000	\$98.000	\$95.000	AP	AP
Barre Stone - Albion	\$72.000	NB	NB	\$2.500	\$0.300
Barrett Paving - Boonville	\$86.500	NB	NB	\$3.500	\$0.200
Barrett Paving - Westville	\$86.500	NB	NB	\$3.500	\$0.200
Barrett Paving - Norwood	\$86.500	NB	NB	\$3.500	\$0.200
Barrett Paving - Watertown	\$86.500	NB	NB	\$3.500	\$0.200
Barrett Paving - Binghamton	\$86.500	\$101.000	NB	AP	AP
Barrett Paving - Jamesville	\$86.500	\$101.000	NB	AP	AP
Barrett Paving - Litchfield	\$86.500	\$101.000	NB	AP	AP
Broome Bituminous - Vestal	\$80.000	\$89.950	NB	\$1.950	\$0.350
Buffalo Crushed Stone – Cheektowaga	\$87.500	NB	NB	\$2.500	\$0.200
Buffalo Crushed Stone – Lancaster	\$87.500	NB	NB	\$2.500	\$0.200
Callanan - Clockville/Canastota	\$68.000	\$89.900	NB	\$1.500	\$0.300
Callanan - East Kingston	\$68.000	\$97.500	NB	\$1.000	\$0.400
Callanan - Bridgeville/Monticello	\$74.000	\$103.500	NB	\$1.000	\$0.400
Callanan - Pattersonville	\$72.000	NB	NB	\$1.000	\$0.350
Callanan - South Bethlehem	\$72.000	\$96.750	NB	\$1.000	\$0.350
Colarusso - Hudson	\$74.000	NB	NB	AP	AP
County Line - Newstead	\$82.000	\$104.000	NB	\$2.300	\$0.200
Cushing Stone - Amsterdam	\$63.500	NB	NB	\$1.000	\$0.400
Dalrymple - Chemung	NB	\$109.100	NB	\$2.250	\$0.200
Dolomite - Hornell/Springville	NB	\$104.000	NB	AP	AP
Dolomite - Rochester, Whalen Rd./Springville	NB	\$104.000	NB	AP	AP
Dolomite - Rochester, Buffalo Rd./Springville	NB	\$104.000	NB	AP	AP
Dutchess Quarry - Pleasant Valley	\$85.000	\$104.000	NB	\$2.000	\$0.300
Gernatt Asphalt - Springville	NB	\$106.000	NB	\$2.500	\$0.250
Gorman Bros. - Albany	NB	\$95.850	NB	\$1.250	\$0.320
Gorman Bros. - Amsterdam	\$74.200	\$97.750	NB	\$1.250	\$0.320
Gorman Bros. - Clinton	\$64.250	\$92.350	NB	\$1.250	\$0.320
Gorman Bros. - Poland	\$64.250	\$92.350	NB	\$1.250	\$0.320
Gorman Bros. - West Sand Lake	NB	\$95.850	NB	\$1.250	\$0.320

NB – No Bid

AP – Award Pending (see page 21, “Award Pending”)

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UPSTATE PRICES: EXCLUDING ROCKLAND, WESTCHESTER, NASSAU & SUFFOLK COUNTIES & NYC
TRANSPORTATION RATES (HAULING/DELIVERY) PER NET TON MILE (Cont'd)

VENDOR - LOCATION	15402.2010 Regular Mix	15402.2030 Modified Mix	15402.2040 Fiber Reinforced Mix	Transportation Rates (Hauling/Delivery) 0-1 mi	Transportation Rates (Hauling/Delivery) 1+ mi
Hanson Aggregates - St. Johnsville	\$87.250	NB	NB	\$1.000	\$0.300
Hanson Aggregates - Jordanville	\$85.000	NB	NB	\$1.000	\$0.300
Hanson Aggregates - Oriskany Falls	\$85.000	NB	NB	\$1.000	\$0.300
Hanson Aggregates - Watertown	\$85.000	NB	NB	\$1.000	\$0.300
Hanson Aggregates - Ogdensburg	\$85.000	NB	NB	\$1.000	\$0.300
Hanson Aggregates - Skaneateles	\$87.250	NB	NB	\$1.000	\$0.300
Hanson Aggregates - South Lansing	\$87.250	NB	NB	\$1.000	\$0.300
Hanson Aggregates - Oaks Corners	\$87.250	\$113.000	NB	\$1.000	\$0.300
Hanson Aggregates - Honeoye Falls	\$87.250	\$113.000	NB	\$1.000	\$0.300
Hanson Aggregates - Rochester	\$87.250	\$113.000	NB	\$1.000	\$0.300
Hanson Aggregates - Rochester, Scottsville Rd.	\$87.250	\$113.000	NB	\$1.000	\$0.300
Hanson Aggregates - Stafford	\$85.500	\$113.000	NB	\$1.000	\$0.300
Innovative - Cheektowaga	AP	\$111.990	NB	\$1.000	\$0.300
Jamestown Macadam - Jamestown	NB	\$108.500	NB	\$2.250	\$0.200
Package Pavement	\$78.000	\$92.000	NB	\$2.000	\$0.350
Peckham - Catskill	NB	\$104.000	NB	\$2.000	\$0.300
Peckham - Hudson Falls	\$82.500	NB	NB	\$2.000	\$0.300
Seneca Stone - Fayette	NB	\$109.100	NB	\$2.000	\$0.300
Suit-Kote - Belmont	\$87.600	\$111.350	NB	\$3.500	\$0.270
Suit-Kote - Cochenton	\$87.600	\$111.350	NB	\$3.500	\$0.270
Suit-Kote - Oneonta	\$87.600	\$111.350	NB	\$3.500	\$0.270
Suit-Kote - Watkins Glen	\$87.600	\$111.350	NB	\$3.500	\$0.270
Suit-Kote - McGraw	\$87.600	\$111.350	\$94.600	\$3.500	\$0.270
Unique Paving – Rochester	AP	\$105.000	NB	NB	NB
Unique Paving - Elmira Hts.	AP	\$115.000	NB	NB	NB
Vestal Asphalt - Vestal	\$79.900	\$98.650	NB	NB	NB
Vestal Asphalt - Sangerfield	\$79.900	\$98.650	NB	NB	NB

NB – No Bid

AP – Award Pending (see page 21, “Award Pending”)

(continued)

DOWNSTATE PRICES: ROCKLAND, WESTCHESTER, NASSAU & SUFFOLK COUNTIES & NYC
MATERIAL RATES BY ITEM NUMBER AND DESCRIPTION PER NET TON

VENDOR - LOCATION	15402.2010 Regular Mix	15402.2030 Modified Mix	15402.2040 Fiber Reinforced Mix	Transportation Rates (Hauling/Delivery) 0-1 mi	Transportation Rates (Hauling/Delivery) 1+ mi
B. Metcalf - East Canaan, CT	NB	\$91.050	NB	\$2.000	\$0.120
Black Gold - Speonk/Brookhaven	NB	\$118.500	NB	\$2.500	\$0.500
Cold Mix - Flushing	\$118.000	\$118.000	NB	\$2.500	\$0.500
Jocar Asphalt - Melville	NB	\$131.500	NB	AP	AP
NY Materials - Mt. Vernon	NB	\$134.000	NB	\$2.500	\$0.500
Tilcon New York - Haverstraw	NB	\$125.000	NB	NB	NB
Tilcon New York - West Nyack	NB	\$125.000	NB	NB	NB

NB – No Bid

AP – Award Pending (see page 21, “Award Pending”)

(continued)

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

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

NOTE TO CONTRACTOR:

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

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

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

DEBRIEFING:

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

(continued)

CONTRACT BILLINGS AND PAYMENTS:

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

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

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

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

NEW YORK STATE PROCUREMENT'S DISPUTE RESOLUTION POLICY:

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

(continued)

IRAN DIVESTMENT ACT

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

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

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

During the term of the Contract, should [AGENCY] receive information that a person is in violation of the above-referenced certification, [AGENCY] will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then [AGENCY] shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

[AGENCY] reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

PRICE:

NET PRICING – Section 24-b of Appendix B, the General Specifications has been modified to include the following:

Price is to three (3) decimal places.

Price is FOB the contractor’s location and includes all customs duties and charges and is FOB plant (or if applicable, other supply locations) **per net ton and per net ton mile** as called for herein.

Lower Pricing - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State’s best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed. In addition, if the contractor’s normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

Insurance - Price includes the following insurance coverage costs. In particular, price includes:

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

Purchase Outside Region - During the course of the award, agencies may wish to make purchases outside their regional location if better pricing can be obtained.

(continued)

PRICE: (Cont'd.)

PRICE FOR TRANSPORTATION (HAULING):

Transportation (hauling) costs are based on two (2) prices. One price is for transportation for 0 to 1 mile (0-1) and one price is for any additional miles (1+).

The 0 to 1 mile price is the price for any distance traveled up to and including one mile. This 0 to 1 mile price is to be added to the material cost. This final figure will constitute the cost to deliver one ton of material up to one mile.

The 1+ mile price is the price for any distance traveled after the first mile. This 1+ mile price is to be multiplied by the total number of miles (less the first mile), added to the bid price for 0-1 mile, and then added to the material cost. This final figure will constitute the cost to deliver one ton of material the total number of miles.

The following formulas further illustrate the transportation (hauling) calculations.

**FORMULAS FOR TOTAL DELIVERED COST CALCULATION
TRANSPORTATION RATES**

Total cost will be determined by applying the following formulas:

A) FOR DISTANCE OF ONE MILE OR LESS:

EXAMPLE:

Cost per ton/mile delivery charge for first mile or portion thereof (0-1)		\$.55
+ Material Cost per ton	\$	35.00
	=	
Total delivered cost per ton for one mile or less		\$ 35.55

B) FOR DISTANCES OVER ONE (1) MILE:

(11 miles delivered)		
Total miles minus one (11-1)		10
	X	
Cost per ton/mile each additional mile after the first mile		\$.06
	=	
Delivery Charge for total miles less the first mile		\$.60
	+	
Cost per ton/mile for first mile (0-1)		\$.55
	=	
Total Delivery charge per ton		\$ 1.15
	+	
Material Price as bid per ton		\$ 35.00
	=	
Total Delivered Cost per ton for 11 miles		\$ 36.15

(continued)

ASPHALT PRICE ADJUSTMENTS:

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

The November 1, 2012 average is \$582.000.

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.**

- The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the "Adjustment Date", during the contract period starting with November 20, 2012. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., December 1, 2012) following the adjustment date.
- The unit prices per ton of hot mix asphalt (HMA) purchased from any award based on this specification will be subject to adjustment based on the following formula:

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

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 August 1, 2012.

TOTAL % ASPHALT PLUS FUEL:

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

<u>Item</u>	<u>% Asphalt</u>	<u>+Fuel Allowance</u>	<u>Total % Asphalt Plus Fuel Allowance</u>
15402.2010	6.00	1.00	7.00%
15402.2030	6.00	1.00	7.00%
15402.2040	6.00	1.00	7.00%

EXAMPLE: Item 15402.2010

Base Average Price = \$582.000

New Average Price = \$592.000

Total % Asphalt plus Fuel = 7.0%

\$592.000 - \$582.000 x 0.070 = +\$0.700 per ton

+Fuel Allowance represents allowance for energy (fuel, electricity, natural gas) used in the production of asphalt. It is a cost associated with the product and not intended to represent any trucking or hauling of product.

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

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

(continued)

ASPHALT PRICE ADJUSTMENTS: (Cont'd)

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

Asphalt price adjustments for any contracts that are extended will be based on the new average for the month in which the work is done applying the same base established for that contract.
5. Asphalt price adjustments allowed by this contract shall be calculated and applied to the original prices. There will not be asphalt price adjustments unless the change amounts to more than \$0.100 per ton from the original price. In these instances, prices will revert back to the original prices.
6. All asphalt price adjustments will be computed to three decimal places.
7. Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the State or in prices which are not truly reflective of market conditions or which are deemed by the Commissioner to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten days written notice mailed to the contractor to terminate any contract resulting from this bid opening.
8. All asphalt price adjustments shall be published by the State and issued to all contract holders whose responsibility will be to attach the appropriate State notification (based on when the work was performed) to the payment invoice submitted to agency

PRICE REDUCTIONS:

Contractors shall be permitted to reduce their pricing any time during the contract term. In addition, contractors may choose to offer lower prices in specific instances or for particular projects. Contractors may do so through the agencies use of the "quick quote" procedure (see below).

QUICK QUOTE/PRICE CALCULATION:

During the course of this award, agencies may wish to try to obtain lower prices and contractors may wish to lower their contract price for various reasons, i.e. excess supply, slow business etc. Each quick quote situation is unique and the price is firm for that particular project only.

The use of the quick quote format is optional, ***but strongly recommended***. Agencies may simply use the contract prices to fill out the price calculation worksheet to determine who has the lowest price. A copy of this form appears on the following page.

If an agency wishes to try to obtain better pricing they must send a quick quote form to the contractors within proximity of the project. If bid security is an issue, the agency can require bids to be sealed and/or opened publicly.

Agencies are to accept the lowest bid meeting their specific need. There are no negotiations permitted following this "Quick Quote" and prices cannot be changed once offered. Failure to adhere to all quick quote procedures may cause a non-state agency to lose the privilege of using State contracts. If for some reason the lowest bid is not taken, the agency must prepare detailed documentation explaining the action taken (i.e., the low contractor could not provide the product in the time frame required). This explanation along with the worksheets must be made a part of the record. State Agencies are required to send copies of all worksheets along with the purchase order to the Office of the State Comptroller.

Contractors are not required to lower prices when they receive a quick quote. They may quote the contract price. However, at no time, may a price be quoted that is higher than the contract price. Either or both materials cost and hauling expenses can be lowered by the contractor during the quick quote process.

(continued)

AGENCY COMPLETES THIS SECTION FOR QUICK QUOTE/PRICE CALCULATION

Agency: _____	Date: _____
Project Name: _____	Number: _____
Project Location: _____	County: _____
Type of Material Required/Spec. Item # _____	
Estimated Total Quantity Required: _____	
Date Required: _____	
Agency Contact: _____	Quick Quote must be returned by _____
Agency Telephone: _____	

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE/PRICE CALCULATION

Contractor Name: _____	Plant#: _____
Plant Location: _____	
Telephone: _____	Estimated Haul Distance: _____ miles
A. Price	\$ _____ F.O.B. Price for Material Per Ton
B. Hauling	\$ _____ 0-1 mile Per Ton
C. Hauling	\$ _____ 1+ miles Per Ton
D. Total miles	_____ miles
E. Total miles Minus 1:	_____ miles
G. $B + (C \times E) =$ Total Delivery Cost:	\$ _____ Per Ton
H. $A + G =$ \$ _____	= Cost To Deliver One Ton Total # Of miles
I. _____	Total Tons
J. $(H \times I) + F =$ \$ _____	Total Cost

(continued)

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS New York State Procurement's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from the original bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

AWARD PENDING:

Any contractor given an "Award Pending" for a material item may become eligible for award by reducing its price(s) to less than or equal to the "revised average price" increased by 10%. **Acceptable revised pricing for material items shall be considered up to thirty days after date issued that appears on the original Contract Award Notification and again thirty days thereafter.** At each time, if necessary, a supplemental award shall be published to incorporate contractors whose material pricing is determined to be acceptable. A maximum of two supplemental awards shall be issued for this action. Any contractor given an "Award Pending" for an "optional" item may become eligible for award by reducing its price(s) as stated previously. Acceptable revised pricing for "optional" items will not have time restrictions and will be handled by issuance of Purchasing Memoranda.

METHOD OF ORDERING:

Orders for the purchase of material are to be placed with the contractor whose source of supply offers the lowest ultimate cost to the State or authorized user for the delivery specified.

The lowest ultimate cost includes the FOB Plant (or if applicable, supply location) Price, total Haul Cost (based on cost per net ton mile), and any additional Charges (ferry and/or bridge tolls). The ultimate cost for each contractor will be computed based on the location from which the material is being supplied, not necessarily the location of the approved plant where it was manufactured.

(continued)

PURCHASE ORDERS AND INVOICING:

General – All orders and invoices/vouchers should include the contract number and a line by line listing of separate charges.

Invoices - Contract users are instructed not to process invoices without needed information. Invoices must be detailed and include **all** of the following:

- Contract Number
- Purchase Order Number
- Item Number

Failure to comply may result in lengthy payment delays.

Purchase orders will be placed only against those contracts where an analysis of all costs for each individual requirement indicates the lowest composite cost through the use of a standard price calculation worksheet, which will be incorporated into the contract award document and include the requirement for an explanation in utilizing other than the lowest composite price. Any price reduction granted will not impact any purchases in progress where orders have already been placed with a contractor.

When using the calculation worksheet, the agency will obtain from contractors the exact distance from contractor's storage facility to delivery site. This distance shall be determined using existing highways and bridges on which the delivery vehicle may legally travel. If special permits are required for operating the delivery vehicle on any or all of these highways and/or bridges, they must be legally obtainable by the contractor. The contractor will indicate miles on calculation worksheet, complete calculations, sign and send to agency. Upon receipt, the agency will verify the calculations, sign and use accordingly.

Materials offered must be from a NYS Department of Transportation approved location. Materials offered from other than approved locations will not be considered for award and will be sufficient cause for rejection of bid.

Inspection of storage locations not currently approved may be requested directly from NYS - DOT and subsequently certified for consideration in future IFBs.

DELIVERY:

Product is required as soon as possible and guaranteed delivery may be considered in making award.

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

CANCELLATION FOR CONVENIENCE

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

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for the term as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the contractor. If, however, the contractor is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

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

(continued)

SHORT TERM EXTENSION:

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

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

PAYMENT:

Payment shall be made at contract prices per net ton for the actual quantity of material received from the contractor. Payment for transportation (hauling) costs will be based on two (2) prices. One will be the contract price for transportation for 0 to 1 mile (0-1) and one will be the contract price for any additional miles (1+).

The 0 to 1 mile price will be the contract price for any distance traveled up to and including one mile. This 0 to 1 mile contract price will be added to the material cost. This final figure will constitute the cost to deliver one ton of material up to one mile.

The 1+ mile price will be the contract price for any distance traveled after the first mile. This 1+ mile contract price will be multiplied by the total number of miles (less the first mile), added to the contract price for 0-1 mile, and then added to the material cost. This final figure will constitute the cost to deliver one ton of material the total number of miles.

CONTRACTOR INSURANCE:

ADDITIONAL INSURANCE REQUIREMENTS AFTER CONTRACT AWARD – Prior to commencement of work, the Contractor shall file with Authorized User Agency (hereinafter referred to as “Agency”), Certificates of Insurance evidencing compliance with the additional insurance requirements set forth hereafter. **PLEASE NOTE THAT THE COVERAGE AMOUNTS ARE HIGHER THAN THE AMOUNTS STATED IN “a”, “b” AND “c” BELOW.**

Acceptance and/or approval by the Agency does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

The following insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the Agency; shall be primary and non-contributing to any insurance or self insurance maintained by the Agency; shall be endorsed to provide written notice be given to the Agency, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to:

Authorized User Agency, Address as stated on purchase order

and shall name The People of the State of New York, its officers, agents, and employees as additional insureds thereunder {General Liability Additional Insured Endorsement shall be on Insurance Service Office’s (ISO) form number **CG 20 26 11 85**}. The additional insured requirement does not apply to Workers Compensation or Disability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by the Agency. Such approval shall not be unreasonably withheld. Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Agency and rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report.

(continued)

CONTRACTOR INSURANCE (Cont'd):

ADDITIONAL INSURANCE REQUIREMENTS AFTER AWARD - (Cont'd)

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date of a Purchase Order, the Contractor shall supply the Agency updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor is required by this Contract to obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies) for each project for which Contractor receives a Purchase Order:

a) Commercial General Liability

Commercial General Liability Insurance with a limit of **not less than \$5,000,000 each occurrence**. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

1. If such insurance contains an aggregate limit, it shall apply separately on a per job basis.

b) Commercial Automobile Liability

Comprehensive Business Automobile Liability Insurance with a limit of **not less than \$2,000,000 each accident**. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.

c) Commercial Property or Inland Marine Insurance covering the loss or damage to any owned, borrowed, leased or rented equipment, tools, including tools of their agents and employees, staging towers and forms, and property of Agency held in their care, custody and/or control.

Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Agency, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against the Agency or (ii) any other form of permission for the release of the Agency.

(continued)

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

<u>Item/ Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped to <u>State</u> <u>Agencies</u></u>	<u>Total Quantity Shipped to Authorized <u>Non-State Agencies</u></u>	<u>Total Sales \$ <u>State Agencies</u></u>	<u>Total Sales \$ Authorized Non- <u>State Agencies</u></u> \$
			Grand Total Sales State & Non-State Agencies		\$

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to the Office of General Services, New York State Procurement, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

EMERGENCY PURCHASING:

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

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

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

(continued)

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. For complete procedural and reporting requirements, State agencies should refer to Procurement Council Guidelines section "OGS or Less Purchases", found at the following web address:

<http://www.ogs.state.ny.us/procurecounc/pdfdoc/guidelines.pdf>

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

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

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

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

(continued)

DETAILED SPECIFICATIONS

ITEM 15402.2010 - STOCKPILE PATCHING MATERIAL

DESCRIPTION:

Stockpile patching material is a mixture composed of aggregate and bituminous material. The material shall be capable of storage in a stockpile and remain uniform, workable and have satisfactory setting properties at the time of delivery.

MATERIALS REQUIREMENTS:

Aggregates: Fine aggregate shall conform to Section 703-01, Fine Aggregate. Coarse aggregate shall conform to Section 703-02, Coarse Aggregate. Crushed stone, crushed gravel, or approved crushed slag may be used.

Mineral Filler: Mineral filler, if used, shall conform to the requirements of Section 703-08, Mineral Filler.

Bituminous Material:

The bituminous material shall conform to the requirements of Section 702, Bituminous Materials, or the Producer may elect to use an alternative bituminous material with or without modifying agents. Prior approval for the use of alternative materials shall be obtained from the Director, Materials Bureau, or agency authorized representative. For any bituminous material not listed in Section 702, the Producer shall provide specifications for the alternative material to the Materials Bureau.

Anti-Stripping Mixtures:

An anti-stripping agent, approved by the Director, Materials Bureau, or agency authorized representative, shall be used as needed to meet the stripping test requirements. This may be incorporated with the bituminous material at the terminal or at the mixing plant.

COMPOSITION OF MIXTURES:

The aggregate gradation and bituminous material quantities shall meet the requirements noted in Table 1. The Producer shall submit a Job Mix Formula to the Department’s Regional Materials Engineer, or agency authorized representative, who has jurisdiction over the plant in which the material is to be produced. An approved Job Mix Formula must be received by the Producer prior to production. The following information shall be provided with the Job Mix Formula submission:

1. Aggregate gradation band and aggregate types.
2. Bituminous Material - amount and type.
3. Description and quantities of additives.
4. Temperature ranges for material preparation.

**TABLE 1 - STOCKPILE PATCHING MATERIAL
GENERAL LIMITS AND JOB MIX FORMULA TOLERANCES**

Sieve Size	Coarse Mix		Intermediate Mix		Fine Mix	
	% Passing	Tol. ⁽¹⁾	% Passing	Tol. ⁽¹⁾	% Passing	Tol. ⁽¹⁾
1 inch	100	-				
½ inch	95-100	-	100	-	100	-
¼ inch	55-75	±5	90-100	-	90-100	-
⅛ inch	15-40	±6	12-40	±6	35-60	±6
No. 80	0-5	±2	0-5	±2	2-10	±3
No. 200	-		-		0-5	±2
Bituminous Material % ⁽²⁾	4.0-7.5	±0.4	4.0-8.0	±0.4	5.5-8.0	±0.4

DETAILED SPECIFICATIONS (Cont’d.)

(continued)

PREPARATION OF MIXTURES:

Stockpile patching material shall be produced using one of the following methods:

1. Hot Mix Asphalt Batch Plant.

Material shall be provided in accordance with the specifications for Section 401 - Plant Production of the New York State Department of Transportation, Standard Specifications, except as modified herein.

Aggregate shall be introduced into the pugmill at a temperature which eliminates free moisture on the aggregate surface. The mixture temperature shall be no greater than 212°F. Automatic batch proportioning and recording equipment is not required.

2. Portable Pugmill

Material shall be provided in accordance with the specifications for Section 302 – Bituminous Stabilized Course of the New York State Department of Transportation, Standard Specifications, except as modified herein.

The moisture content requirement shall be waived.

INSPECTION, TESTING & ACCEPTANCE:

The Producer shall contact the Regional Materials Engineer, or agency authorized representative, to arrange for inspection of the preparation of mixtures. If inspection is not performed at the time of mixture preparation, samples from the stockpile will be tested by the Department, or agency authorized representative, to determine the acceptability of the mixture prior to use for patching.

The following stripping test shall be conducted on the plant mixed material:

Stripping Test:

A suitable size sample of the stockpile patching material shall be permitted to cure at normal laboratory temperature for at least 24 hours after which it shall be placed in a glass jar, fitted with a tight cover, and completely covered with distilled water. The jar and contents shall then be allowed to stand for a period of 24 hours at normal laboratory temperature (approximately 70°F). The sample shall then be shaken vigorously for a period of 15 minutes. The water shall then be poured from the jar and the sample removed to a flat surface and be permitted to air dry after which it shall be visually examined for stripping of the bituminous film from the aggregate. The aggregate surfaces shall be at least 90 percent coated with bituminous film.

The initial approval of a mixture or the initial acceptance of material shall in no way preclude further examination and testing if unsatisfactory results are achieved. The acceptance at any time shall not bar its future rejection.

(continued)

DETAILED SPECIFICATIONS (Cont'd.)

ITEM 15402.2030 - MODIFIED STOCKPILE PATCHING MATERIALS

DESCRIPTION:

Modified stockpile patching material is a mixture composed of aggregate and modified bituminous material. The material shall be capable of storage in a stockpile and remain uniform, workable and have satisfactory setting properties at the time of delivery.

MATERIALS:

Aggregates: Fine aggregate shall conform to Section 703-01, Fine Aggregate. Coarse aggregate shall conform to Section 703-02, Coarse Aggregate. Crushed stone, crushed gravel, or approved crushed slag may be used.

Mineral Filler: Mineral filler, if used, shall conform to the requirements of Section 703-08, Mineral Filler.

Bituminous Material:

The bituminous material shall be one of the brand names identified on the Department’s Approved List for Materials and Equipment. This list can be found on the Department’s website, www.nysdot.gov under Publications.

Anti-Stripping Mixtures:

An anti-stripping agent, approved by the Director, Materials Bureau, or agency authorized representative, shall be used as needed to meet the stripping test requirements. This may be incorporated with the bituminous material at the terminal or at the mixing plant.

COMPOSITION OF MIXTURES:

The aggregate gradation and bituminous material quantities shall meet the requirements noted in Table 1. The Producer shall submit a Job Mix Formula to the Department’s Regional Materials Engineer, or agency authorized representative, who has jurisdiction over the plant in which the material is to be produced. An approved Job Mix Formula must be received by the Producer prior to production. The following information shall be provided with the Job Mix Formula submission:

1. Aggregate gradation band and aggregate types.
2. Bituminous Material - amount and type, including any additives.
3. Description and quantities of additives.
4. Temperature ranges for material preparation.

TABLE 1 – MODIFIED STOCKPILE PATCHING MATERIAL

Sieve Size	General Limits % Passing ⁽¹⁾	Job Mix Formula % Tolerance
½ inch	100	-
¼ inch	90-100	-
⅛ inch	12-37	±6
No. 80	2-10	±3
No. 200	0-2	-
Bituminous Material	5.0-7.0	±0.4

⁽¹⁾ All aggregate percentages are based on the total weight of the aggregate.

⁽²⁾ Bituminous Material (asphalt residue) percentage is based on the total weight of the mix and shall include any additives.

(continued)

DETAILED SPECIFICATIONS (Cont'd.)

PREPARATION OF MIXTURES:

Modified stockpile patching material shall be produced using one of the following methods:

1. Hot Mix Asphalt Batch Plant.

Material shall be provided in accordance with the specifications for Section 401 - Plant Production of the New York State Department of Transportation, Standard Specifications, except as modified herein.

Aggregate shall be introduced into the pugmill at a temperature which eliminates free moisture on the aggregate surface. The mixture temperature shall be no greater than 212°F. Automatic batch proportioning and recording equipment is not required.

2. Portable Pugmill

Material shall be provided in accordance with the specifications for Section 302 – Bituminous Stabilized Course of the New York State Department of Transportation, Standard Specifications, except as modified herein.

The moisture content requirement shall be waived.

INSPECTION, TESTING & ACCEPTANCE:

The Producer shall contact the Regional Materials Engineer, or agency authorized representative, to arrange for inspection of the preparation of mixtures. If inspection is not performed at the time of mixture preparation, samples from the stockpile will be tested by the Department, or agency authorized representative, to determine the acceptability of the mixture prior to use for patching.

The following stripping test shall be conducted on the plant mixed material:

Stripping Test:

A suitable size sample of the plant mixed material shall be permitted to cure at normal laboratory temperature for at least 24 hours after which it shall be placed in a glass jar, fitted with a tight cover, and completely covered with distilled water. The jar and contents shall then be allowed to stand for a period of 24 hours at normal laboratory temperature (approximately 70°F.) The sample shall then be shaken vigorously for a period of 15 minutes. The water shall then be poured from the jar and the sample removed to a flat surface and permitted to air dry after which it shall be visually examined for stripping of the bituminous film from the aggregate. The aggregate surface shall be at least 90 percent coated with the bituminous film.

The initial approval of a mixture or the initial acceptance of material shall in no way preclude further examination and testing if unsatisfactory results are achieved. The acceptance at any time shall not bar its future rejection.

(continued)

DETAILED SPECIFICATIONS (Cont'd.)

ITEM 15402.2040 - FIBER REINFORCED STOCKPILE PATCHING MATERIAL

DESCRIPTION:

Fiber reinforced stockpile patching material is a mixture composed of aggregate, polymer fibers and bituminous material. The material shall be capable of storage in a stockpile and remain uniform, workable and have satisfactory setting properties at the time of delivery.

MATERIALS:

Aggregates:

Fine aggregate shall conform to Section 703-01, Fine Aggregate. Coarse aggregate shall conform to Section 703-02, Coarse Aggregate. Crushed stone, crushed gravel, or approved crushed slag may be used.

Mineral Filler:

Mineral filler, if used, shall conform to the requirements of Section 703-08, Mineral Filler.

Bituminous Material:

The bituminous material shall conform to the requirements of Section 702, Bituminous Materials, or the Producer may elect to use an alternative bituminous material with or without modifying agents. Prior approval shall be obtained from the Director, Materials Bureau, or agency authorized representative, for the use of alternative materials. For any bituminous material not listed in Section 702, the Producer shall provide specifications for the alternative material to the Materials Bureau.

Polymer Fiber:

The polymer fiber shall be one of the brand names identified on the Department's Approved List for Materials and Equipment. This list can be found on the Department's website, www.nysdot.gov under Publications. Polymer fiber material shall be ¼ inch (nominal) long and be incorporated into the mix at the mixing plant in the quantities noted below.

Anti-Stripping Mixtures:

An anti-stripping agent approved by the Director, Materials Bureau, or agency authorized representative, shall be used as needed to meet the stripping test requirements. This may be incorporated with the bituminous material at the terminal or at the mixing plant.

COMPOSITION OF MIXTURES:

The aggregate gradation, fiber and bituminous material quantities shall meet the requirements noted in Table 1. The Producer shall submit a Job Mix Formula to the Department's Regional Materials Engineer, or agency authorized representative, who has jurisdiction over the plant in which the material is to be produced. An approved Job Mix Formula must be received by the producer prior to production. The following information shall be provided with the Job Mix Formula submission:

1. Aggregate gradation band and aggregate types.
2. Bituminous Material - amount and type.
3. Fiber Material - description and quantity.
4. Description and quantities of additives.
5. Temperature ranges for material preparation.

(continued)

DETAILED SPECIFICATIONS (Cont'd.)

**TABLE 1 – FIBER REINFORCED STOCKPILE PATCHING MATERIAL
GENERAL LIMITS AND JOB MIX FORMULA TOLERANCES**

Sieve Size	Coarse Mix		Intermediate Mix		Fine Mix	
	% Passing	Tol. ⁽¹⁾	% Passing	Tol. ⁽¹⁾	% Passing	Tol. ⁽¹⁾
1 inch	100	-				
½ inch	95-100	-	100	-	100	-
¼ inch	55-75	±5	90-100	-	90-100	-
⅛ inch	15-40	±6	12-40	±6	35-60	±6
No. 80	0-5	±2	0-5	±2	2-10	±3
No. 200	-		-	-	0-5	±2
Bituminous Material % ⁽²⁾	4.0-7.5	±0.4	4.0-8.0	±0.4	5.5-8.0	±0.4
Fiber % ⁽³⁾	0.3		0.3		0.3	

⁽¹⁾ All aggregate percentages are based on the total weight of the aggregate.

⁽²⁾ Bituminous Material (asphalt residue) percentage is based on the total weight of the mix and shall include any additives.

⁽³⁾ Fiber percentage is based on the total weight of the mix.

PREPARATION OF MIXTURES:

Fiber reinforced stockpile patching material shall be produced using a hot mix asphalt batch plant in accordance with the specification for Section 401 - Plant Production of the New York State Department of Transportation, Standard Specifications, except as modified herein.

Aggregate shall be introduced into the pugmill at a temperature which eliminates free moisture on the aggregate surface. The mixture temperature shall be no greater than 212°F. Automatic batch proportioning and recording equipment is not required.

The fibers shall be pre-weighed and pre-packaged according to batch size, and added in whole units directly into the pugmill before the asphalt is discharged into the pugmil. The net mixing time shall be sufficient to insure uniform coating after all materials are in the pugmill.

INSPECTION, TESTING & ACCEPTANCE:

The Producer shall contact the Regional Materials Engineer, or agency authorized representative, to arrange for inspection of the preparation of mixtures. If inspection is not performed at the time of mixture preparation, samples from the stockpile will be tested by the Department, or agency authorized representative, to determine the acceptability of the mixture prior to use for patching.

The following stripping test shall be conducted on the plant mixed material:

Stripping Test: A suitable size sample of the plant mixed material shall be permitted to cure at normal laboratory temperature for at least 24 hours after which it shall be placed in a glass jar, fitted with a tight cover, and completely covered with distilled water. The jar and contents shall then be allowed to stand for a period of 24 hours at normal laboratory temperature (approximately 70°F). The sample shall then be shaken vigorously for a period of 15 minutes. The water shall then be poured from the jar and the sample removed to a flat surface and be permitted to air dry after which it shall be visually examined for stripping of the bituminous film from the aggregate. The aggregate surfaces shall be at least 90 percent coated with bituminous film. Fibers stripped of bituminous material shall not be included as part of the determination of bituminous material stripping from aggregate surfaces.

The initial approval of a mixture or the initial acceptance of material shall in no way preclude further examination and testing if unsatisfactory results are achieved. The acceptance at any time shall not bar its future rejection.

(continued)

**State of New York
Office of General Services
NEW YORK STATE PROCUREMENT
Contract Performance Report**

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS NEW YORK STATE PROCUREMENT
 Customer Services, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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