

MINIMUM SPECIFICATIONS AND BID FORMS
FOR

**COLD IN-PLACE RECYCLING
OF BITUMINOUS PAVEMENT
ON COUNTY ROADS**

FOR
CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

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

TABLE OF CONTENTS

	PAGE
Notice to Bidders	1
Instructions to Bidders.....	2
Detailed Specifications	6-15
Bid Form for 5,000 to 9,999 Sq. Yd. Projects (Type I & II).....	16
Bid Form for 10,000 Sq. Yd. & Greater Projects (Type I & II).....	17
Bid Form for Full Depth Reclamation Type III Recycling & other	18
Insurance Requirements	19
Non-Collusive Bidding Certification	20
Legal Status Information	21
Bid for Performance	22
Iran Divestment Act of 2012	23
Affidavit of Compliance and Receipt of Prevailing Wage Schedule	24
NYS LABOR RATE SCHEDULES	ATTACHED

CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

*Kathleen M. Ellis
Commissioner*

*Vacant
Deputy Commissioner*

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



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

TO: BIDDERS OF VARIOUS TYPES OF ROAD SURFACING

FROM: Dawn Smith, Procurement Specialist DPW

RE: EXTRA COPIES OF BIDS

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

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

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

THANK YOU,

DAWN SMITH

CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

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ADVERTISEMENT FOR BIDS

Sealed bids for the purchase of certain materials, equipment, and/or services, for the Cattaraugus County Department of Public Works, according to specifications, will be received by the undersigned, at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, until **Thursday, February 7, 2019 at 1:45 P.M.** after which they will be publicly opened at **2:00 P.M.** (at the *same location*), by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time it is received, will be stamped showing date and time of receipt.

ALL BIDS MUST BE SEALED AND CLEARLY MARKED:
Any bid not clearly marked will not be considered.

- | | |
|----------------------|---|
| DPW BID #12 - | Asphalt Concrete |
| DPW BID #13 - | Liquid Bituminous Materials |
| DPW BID #14 - | Micro Surfacing |
| DPW BID #15 - | Cold In-Place Recycling of Bituminous Pavement |
| DPW BID #16 - | Surface Treating |
| DPW BID #17 - | Paver Placed Chip Seal |
| DPW BID #18 - | Hot In-Place Recycling of Bituminous Pavement |
| DPW BID #19 - | Fiber Reinforced Bituminous Membrane Surface Treatment |
| DPW BID #20 - | Hot Mix Asphalt In-Place Paving |

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

DPW MATERIALS

1. BID FORM

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

2. CHANGES

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

3. INFORMALITIES

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

4. BID TIME

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

5. INVESTIGATIONS

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

6. BID ENVELOPE

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

7. NON-COLLUSIVE CERTIFICATION

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

8. CONTRACT AWARD

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

9. REFERENCES

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

10. EXECUTORY CLAUSE

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

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

11. DELIVERY SCHEDULE

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

12. PRICES

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

13. TRANSPORTATION CHARGES

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

14. TAXES

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

15. COMPLIANCE WITH LAWS

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

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

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

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

16. DISCRIMINATION

The successful bidder agrees:

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

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

(N.Y. State Labor Law Article 8 Section 220-e)

17. WAGE RATES

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

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

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

18. CATTARAUGUS COUNTY VENDOR RESPONSIBILITY FORM

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

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

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

19. CONTRACT ASSIGNMENTS

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

20. CASH DISCOUNT

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

21. MANUFACTURERS

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

22. ALTERNATE MANUFACTURERS

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

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

23. ALTERNATE ITEMS

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

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

24. ADDITIONAL INFORMATION

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

25. WORKMANSHIP

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

26. HOLD HARMLESS

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

27. BID VALIDITY

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

28. CONTRACT INTEREST

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

29. OTHER CUSTOMERS

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

30. PRICE IS FIRM

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

31. BIDDER AFFIRMATION

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

32. INSURANCE

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

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

33. STATE CONTRACTS:

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

34. LITIGATION:

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

35. MUNICIPAL EXTENSION:

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

33. ALTERNATE SOURCE:

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

GENERAL SPECIFICATION
COLD IN-PLACE RECYCLING BITUMINOUS PAVEMENT
ON COUNTY ROADS

Rev'd 1/2019

Chairman Public Works Committee
Cattaraugus County Legislature
Cattaraugus County Center

303 Court Street
Little Valley, N.Y. 14755

Gentlemen:

We propose to furnish COLD IN-PLACE RECYCLING BITUMINOUS PAVEMENT in accordance with your specifications.

1. Length of contract May 1, to April 30, of the following year.
2. Quantities are indefinite and order for this service may be placed at any time during contract term.
3. Failure to make prompt delivery of materials and services shall be deemed sufficient cause for canceling contract.
4. The intent of these specifications is to describe the needs of Cattaraugus County and other Municipalities for Cold In-Place Recycling of Bituminous Pavement.
5. WAGE RATES: Pursuant to Article 8 of the State Labor Law, in the event that any other occupation not mentioned in the annexed Schedule of Classifications shall be required in the execution of any contract awarded, supplementary Wage Schedules shall be requested from the Industrial Commissioner. Such supplementary schedule shall upon notice to the contractor, become and be part of the Wage Schedule embodied in the contract.

NOTE: The Wage Schedules included with the specification for Cold In-Place Recycling of Bituminous Pavement, delivered and referred to above have been mailed to all bidders and are to be considered a part of this specification, with the same force and effect as if set forth at length herein.

6. The County will NOT PAY additional service or delivery charges such as "FUEL SUR-CHARGES".

GUARANTEE: The successful bidder shall guarantee that the asphaltic oil and aggregate will not dislodge, disunite, bleed or exhibit other obvious defects through **OCTOBER 1, 2021**. If within the guarantee period, failure occurs, the successful bidder shall reimburse the County completely for all materials and labor required to correct the failure. This contract will not be considered substantially complete until the end of the guarantee period.

MAINTENANCE BOND: This contract will not be considered substantially complete until the end of the guarantee period. The County will require a MAINTENANCE BOND equal to the value of the work performed for Cattaraugus County Department of Public Works with a maximum being \$ 50,000, until **OCTOBER 1, 2021**. The Maintenance Bond shall be received by April 30, (end of contract year). If no failures are evident at this time, the BOND will be released. If failures are evident, the bond shall be released upon correction of the failures by the successful bidder.

NOTE:>> THERE ARE THREE (3) DIFFERENT SETS OF BID SHEETS INCLUDED; THE FIRST SET, PAGE 18 IS FOR "TYPE I & II", PROJECTS BETWEEN 5,000 - 9,999 SQUARE YARDS. THE SECOND SET, PAGE 19 IS FOR "TYPE I & II", PROJECTS 10,000 SQUARE YARDS AND GREATER. THE THIRD SET, PAGE 20 IS FOR FULL DEPTH RECLAMATION, TYPE III RECYCLING.

PRICE ADJUSTMENTS: FOR TYPES I, II, III

1. Price adjustments allowed will be based on the **November 1, 2018 (\$593.00)** average of the FOB terminal price per US ton of asphalt cement (base average FOB terminal price), as indicated by NYSDOT:

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

Any introduction or withdrawal of a temporary voluntary allowance terminal operator's allowance or other discount offered to the trade in general from the posted price of asphalt cement at any of the above terminals will be considered, for purposes of price adjustment, as a change in the FOB terminal price.

In the event that one or more of the above named sources discontinue posting a price for asphalt cement, the base average FOB terminal price shall be recalculated upon notice by the supplier to discontinue posting a price. A revised base average FOB terminal price then shall be determined by removing that location from the original base average FOB terminal price. All revised and new average FOB terminal prices calculated from that date shall reflect the reduction in the number of reporting locations.

2. The new average FOB terminal price will be determined based on the above FOB terminal prices posted on the 20th of each month, hereafter known as the "Adjustment Date", during the contract period starting with **December 20, 2018**. However price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first day of the month following the adjustment date.
3. The unit prices of bituminous materials purchased from any award based on this specification will be subject to adjustment based on the following formula:

$$\text{Price Adjustment (per ton)} = \frac{\text{New Average FOB Terminal Price} - \text{Base Average FOB Terminal Price}}{\text{Total \% Asphalt Fuel Allowance}} \times$$

NEW AVERAGE FOB TERMINAL PRICE:

The average FOB terminal price for asphalt cement at the above locations as determined by OGS on the 20th of the month.

BASE AVERAGE TERMINAL PRICE:

The average FOB terminal price of asphalt cement as of **November 1, 2018 (\$593.00)**.

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

Example:

$$\frac{\$175.00 - \$145.00}{235} \times 0.66 =$$

Base Avg. Price = \$145.00
 New Avg. Price = \$175.00
 Total Allowable Petroleum = 66%
 \$0.084 per Gallon over original bid price.

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

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. Price revisions allowed by this contract shall be calculated and applied to the original bid price. No adjustment will be made if the monthly average posted price is within \$15.00 of the asphalt index price.
6. If at any time after **January 1, 2019**, the average posted price of asphalt cement increases or decreases by \$15.00 per ton or more over or under the last average FOB posted price utilized by the County for adjustment purposes, the County shall publish a special price adjustment which shall be effective eight (8) days subsequent to the date on which the change in the average FOB posted price became effective.

7. All price adjustments will be computed by calculator to three decimal places.
8. Regardless of price revisions allowed at no time shall prices charged a County Contract participant be higher than those offered commercial or governmental accounts for similar or lower quantities.
9. Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the County or in prices which are not truly reflective of market conditions or which are deemed by the Commissioner of Public Works or his duly appointed Representative 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.

BASIS OF PAYMENT:

In-Place Recycling - The unit price bid per square yard shall include the cost of furnishing the aggregate, all labor, and all equipment necessary to install all test patches and to complete the work. The bituminous material will be paid for under its appropriate item.

TYPE I, CLOSED CIRCUIT RAP* SIZING METHOD

A) DESCRIPTION:

This work, performed by the Contractor, shall consist of recycling of existing bituminous pavement to a specified depth and width in a single pass per lane width. The single pass recycling system shall have the capability to incorporate additional aggregate (if required), excavate existing pavement by cold milling, screen and crush milled pavement to the required gradation, proportion and mix the Reclaimed Asphalt Pavement (RAP*) with Asphalt Emulsion and place in accordance with the lines, grades and depth established by the Contracting Agency. After the existing pavement has been removed, it shall not be returned to grade until it has been completely processed for final placement. The work is to be performed on any roads in Cattaraugus County.

The equipment for recycling pavements shall be approved by the Contracting agency prior to commencement of the work. It shall meet the requirements for Type 1 as described below and all the general provisions of this specification. A test strip may be required to verify that the equipment can produce a mixture meeting this specification.

The equipment shall consist of a self-propelled machine capable of milling in-situ bituminous material to the depth required by the Contracting agency. This machine shall have a minimum rotor cutting width equal to or greater than the lane width, standard automatic depth controls and be able to maintain a constant cutting depth. The bituminous meter shall be a positive displacement system capable of totalizing the quantity of bituminous material applied to the mixing chamber. A bypass valve shall be placed on the Bituminous line between the positive displacement meter and the spray bar in the mixing chamber to permit a determination of the accuracy of the meter. The method of delivering the mixed material to the paver shall be such that segregation does not occur.

Type 1 - Multi Unit Recycling Train

The train shall incorporate screening and crushing capabilities to reduce or remove oversized particles prior to mixing with emulsion. The emulsified asphalt shall be applied through a separate mixing machine capable of mixing the pulverized bituminous material, aggregate (if required) and the emulsified asphalt to a homogeneous mixture. The positive displacement pump shall be equipped with a positive interlock system which will permit addition of the emulsified binder agent only when the reclaimed material is present in the mixing chamber and will automatically shut off when material is not in the mixing chamber.

B) MATERIALS:

- 1) Materials shall meet the New York State Department of Transportation Standard Specifications, Construction and Materials, dated January 2, 1990, or latest revision thereof.
- 2) Asphalt Emulsion shall meet the requirements of Section 702, Bituminous Materials.
- 3) Water shall meet the requirements of Section 712-01, Water.

- 4) Aggregate (if required) shall meet the requirements of Section 703, Aggregates.
- 5) Prior to the mixing and placing operation, the RAP and imported aggregate (if required) shall meet the following gradation:

<u>SIEVE SIZE</u>	<u>% PASSING</u>
1-1/2	100%

C) EQUIPMENT:

- 1) The equipment shall consist of a self-propelled machine capable of pulverizing in-situ bituminous pavement to a depth shown on the plans, in one pass per lane width. The machine shall have a minimum rotor cutting width of ten feet, standard automated grade and slope controls, and the capability of maintaining a consistent depth of cut.
- 2) The equipment shall include screening and crushing capabilities to ensure all oversize particles and chunks are reduced to a minus 1-1/2" gradation prior to mixing with the asphalt emulsion.
- 3) The asphalt emulsion stabilizing additive shall be applied through a separate mixing machine capable of blending the sized RAP into homogeneous mixture. Placement of the blended materials to grade shall be such that segregation does not occur.
- 4) The mixing equipment shall have a positive displacement asphalt emulsion pump which shall be interlocked with the dry materials feeding system so that wet and dry components are volumetrically consistent.
- 5) Compaction equipment supplied by the Contractor will consist of a minimum of one dual steel drum vibratory roller and one pneumatic tired roller of adequate size and weight. The dual steel drum vibratory roller shall be of a make and model on the Approved List for compaction of bituminous concrete published by the New York State Department of Transportation, M.A.P. code 7.43.3.1. The pneumatic roller shall have a minimum ballasted weight of 25,000 lbs. Each roller shall have pressure water spray systems and scrapers to prevent the recycled mat from adhering to the roller drums or tires.

D) CONSTRUCTION REQUIREMENTS:

- 1) The pavement to be recycled shall be excavated by cold milling to the length, width and depth as specified by the Contracting Agency, processed and placed as per this specification.
- 2) When required by the Job Mix Formula, additional aggregate shall be placed by the Contractor through a mechanical aggregate spreader on the existing pavement prior to the removal of the pavement to be recycled. The aggregate shall be incorporated with the recycled asphalt pavement (RAP) by the milling machine as it progresses forward.
- 3) Water is required for cooling of the milling machine cutter head and is added to enhance mixing and compaction. Such additional water shall be added at the cutting head prior to the mixing and placing of the processed material.
- 4) The excavated RAP and additional aggregate (if any) shall be fed to a closed circuit screening/crushing plant that will reduce all oversized material to meet the gradation requirement for the project.
- 5) Introduction of the asphalt emulsion into the mixing chamber shall be through a positive displacement liquid metering system. The flow of the asphalt emulsion shall be electronically interlocked with the processed recycled material feed so they will start and stop simultaneously.
- 6) Placing of the processed recycled material shall be done to the specified lane width and depth in the path removed by the cold milling operation. Placement shall be done after the cold milling, sizing and mixing are completed with no material being returned to the newly milled surface until final placement can be accomplished. Final placement shall be done with a floating, vibrating screen which can be crowned at the center. The screen shall be capable of being continuously heated so that the recycled material will not cling to the screen bottom creating "scars" or "drags" in the finished mat.

- 7) Compaction shall be completed by the Contractor upon placement of the recycled mat. A proper rolling sequence for the dual steel drum vibratory and pneumatic tired compactor will be determined at the time of construction. In general, rolling will begin with the dual steel drum vibratory compactor at the shoulder edge of the new mat and progressively work toward the center line of the road. Each successive lane joint shall be creased with the dual steel drum vibratory compactor having approximately 4 to 6 inches of the drum overlapping the new lane of recycled pavement. Upon the creasing of the joint, the compaction shall continue at the edge of the mat opposite the joint and work progressively toward the joint in parallel passes of the compactor. The pneumatic tired compactor shall follow at a distance to the rear of the dual steel drum vibratory compactor and compact the recycled mat until a uniform density is achieved. Final passes will be made by the dual steel drum vibratory compactor.
- 8) The following functions are specific responsibilities of the Contracting agency.
 - a. Aggregate Supply:
 1. Purchase, delivery and placement of new aggregate to support the mix design.
 2. **ALTERNATE:** The Contractor will be responsible for purchase, delivery and placement of new aggregate to support the mix design.
 - b. Supply an approved water source where Contractor's hauling vehicle can be loaded as required.
 - c. Supply dump trucks to remove excess RAP from milling machine and/or place RAP by tailgating in front of milling machine to make up for deficiencies in the pavement.
 - d. Supply all labor and warning devices necessary for control of traffic.

E) JOB MIX FORMULA:

- 1) The Contractor shall provide the Contracting Agency a complete Job Mix Formula no later than 21 days from Notice of Award. The Job Mix Formula shall include detailed construction recommendations. Recommendations shall be based on field cores of the actual pavement to be recycled inclusive of the depth of cut. Cores shall be obtained from alternating lane locations each 1000 linear feet for the entire length of the project. Laboratory analysis of the pavement cores shall include at least the following:
 - a. Residual asphalt content by weight percent. (ASTM D 1856).
 - b. Penetration of residual asphalt. (@ 77 deg. F., 100g., 5 sec. ASTM D 5).
 - c. Gradation of aggregate after extraction. (ASTM C 136).
- 2) The Job Mix Formula shall include:
 - a. Specifications of aggregate to be added.
 - b. Amount of aggregate to be added per square yard.
 - c. Complete and detailed specification of asphalt emulsion and amount to be used per square yard.

F) METHOD OF MEASUREMENT:

- 1) The unit price bid for recycling shall be determined by the number of square yards of recycled pavement placed for the depth of cut specified and measured from a point designated by the County.
- 2) Asphalt emulsion delivered and incorporated into the mix shall be measured by the gallon @ 60 deg. F.

G) BASIS OF PAYMENT:

- 1) The unit price per square yard shall include all equipment and labor to operate the recycling train. The recycling train will excavate by cold milling the existing pavement, screen and crush the reclaimed material. mix imported aggregate (if any), combine the processed RAP/aggregate mixture with the asphalt emulsion, place and compact the mixture to finished grade.

- 2) The unit price per gallon of asphalt emulsion shall include delivery, labor and equipment necessary to incorporate the material into the mix. The quantity specified in the Job Mix Formula is approximate and may be adjusted as required by the Contracting Agency. Payment for asphalt emulsion material added to the work shall be by the gallon, temperature corrected to 60 deg. F.
- 3) The bid price shall include the cost of coring, analysis, reporting and the development and submittal of the Job Mix Formula.

TYPE II
COLD IN-PLACE RECYCLING OF BITUMINOUS PAVEMENTS
TYPE II SINGLE UNIT RECYCLING TRAIN

A) DESCRIPTION:

This work, performed by the Contractor, shall consist of recycling the existing bituminous pavement to a specified depth and width in a single pass per lane width. The single pass recycling system shall have the capability to incorporate additional aggregate (if required), excavate existing pavement by cold milling pavement to the required gradation, proportion and mix the reclaimed asphalt pavement (RAP) with asphalt emulsion and place in accordance with the lines, grades and depth established by the Contacting agency.

The equipment for recycling pavements shall be approved by the Contracting agency prior to commencement of the work. It shall meet the requirements for Type II as described below and all the general provisions of this specification. A test strip may be required to verify that the equipment can produce a mixture meeting this specification.

The equipment shall consist of self-propelled machine capable of milling in-situ bituminous materials to the depth required by the Contracting agency. This machine shall have a minimum rotor cutting width equal to or greater than the lane width, with standard automatic depth controls and be able to maintain a constant cutting depth. The bituminous meter shall be a positive displacement system capable of totalizing the quantity of bituminous material applied to the chamber. A bypass valve shall be placed on the bituminous line between the positive displacement meter and the spray bar in the mixing chamber to permit a determination of the accuracy of the meter. The method of delivering the mixed material to the paver shall be such that segregation does not occur.

Type II - Single Unit Recycling Train

In-place mixing shall be accomplished by a milling machine equipped with a stabilization package, consisting of a bituminous pump, bituminous meter, bituminous spray bar, water pump, water meter and water spray bar, all of which must be attached to the mixer. A cross shaft type mixer shall not be allowed. All liquids shall be added into or directly in front of the milling head. The bituminous pump shall be mechanically or electronically interlocked with the ground speed of the machine.

B) MATERIALS:

- 1) Materials shall meet the New York State Department of Transportation Standard Specifications, Construction and Materials, dated January 2, 1990, or latest revision thereof.
- 2) Asphalt Emulsion shall meet the requirements of Section 702, Bituminous Materials.
- 3) Water shall meet the requirements of Section 712-01, Water.
- 4) Aggregate (if required) shall meet the requirements of Section 703, Aggregates.
- 5) Prior to the mixing and placing operation, the RAP and imported aggregate (if required) shall meet the following gradation.

<u>SIEVE SIZE</u>	<u>% PASSING</u>
2"	100%

C) EQUIPMENT:

- 1) The equipment shall consist of a self-propelled machine capable of pulverizing in-situ bituminous pavement to a depth shown on the plans, in one pass per lane width. The machine shall have a minimum rotor cutting width of ten (10) feet, standard automated grade and slope controls, and the capability of maintaining a consistent depth of cut.
- 2) The equipment shall ensure all oversize particles and chunks are reduced to a minus 2" gradation prior to mixing with the asphalt emulsion.
- 3) The asphalt emulsion stabilizing additive shall be applied through a mixing machine capable of blending the sized RAP into homogeneous mixture. Placement of the blended materials to grade by paver shall be such that segregation does not occur.
- 4) The mixing equipment shall have a positive displacement asphalt emulsion pump which shall be interlocked with the dry materials feeding system so that wet and dry components are volumetrically consistent.
- 5) Compaction equipment supplied by the Contractor will consist of a minimum of one dual steel drum vibratory roller and one pneumatic tired roller of adequate size and weight. The dual steel drum vibratory roller shall be of a make and model on the Approved List for compaction of bituminous concrete published by the New York State Department of Transportation, M.A.P. code 7.43.3.1. The pneumatic roller shall have a minimum ballasted weight of 25,000 lbs. Each roller shall have pressure water spray systems and scrapers to prevent the recycled mat from adhering to the roller drums or tires.
- 6) If additional aggregate is required by the Job Mix Formula, it shall be placed by the Contractor ahead of the recycling train through a mechanical aggregate spreader. The mechanical spreader shall receive the aggregate from end-dump type hauling units and shall place the material in an even mat over total width of a single pass. The weight per square yard of lineal foot shall be verified by the contractor by removing a square yard or lineal foot of material and weighing it at the site with an adequate scale.

D) CONSTRUCTION REQUIREMENTS:

- 1) The pavement to be recycled shall be excavated by cold milling to the length, width and depth as specified by the Contracting Agency, processed and placed as per this specification. The cold milling machine shall be capable of cutting to the depth and lane width required and shall be equipped with automatic grade and slope controls.
- 2) When required by the Job Mix Formula, additional aggregate shall be placed by the Contractor through a mechanical aggregate spreader on the existing pavement prior to the removal of the pavement to be recycled. The aggregate shall be incorporated with the recycled asphalt pavement (RAP) by the milling machine as it progresses forward.
- 3) If water is required for cooling of the milling machine cutter head and is added to enhance mixing and compaction, such additional water shall be added prior to the mixing and placing of the processed material.
- 4) The excavated RAP and additional aggregate (if any) shall meet the gradation requirement for the project.
- 5) Introduction of the asphalt emulsion into the mixing chamber shall be through a positive displacement liquid metering system. The flow of the asphalt emulsion shall be electronically interlocked with the processed recycled material feed so they will start and stop simultaneously.
- 6) Placing of the processed recycled material shall be done to the specified lane width and depth in the path removed by the cold milling operation. Placement shall be done after the cold milling, sizing and mixing are completed. Final placement shall be done with a floating, vibrating screen which can be crowned at the center. The screen shall be capable of being continuously heated so that the recycled material will not cling to the screen bottom creating "scars" or "drags" in the finished mat.

- 7) Compaction shall be completed by the Contractor upon placement of the recycled mat. A proper rolling sequence for the dual steel drum vibratory and pneumatic tired compactor will be determined at the time of construction. In general, rolling will begin with the dual steel drum vibratory compactor at the shoulder edge of the new mat and progressively work toward the center line of the road. Each successive lane joint shall be creased with the dual steel drum vibratory compactor having approximately 4 to 6 inches of the drum overlapping the new lane of recycled pavement. Upon the creasing of the joint, the compaction shall continue at the edge of the mat opposite the joint and work progressively toward the joint in parallel passes of the compactor. The pneumatic tired compactor shall follow at a distance to the rear of the dual steel drum vibratory compactor and compact the recycled mat until a uniform density is achieved. Final passes will be made by the dual steel drum vibratory compactor.
- 8) The following functions are specific responsibilities of the Contracting agency.
 - a. Aggregate Supply:
 1. Purchase, delivery and placement of new aggregate to support the mix design.
 2. **ALTERNATE:** The Contractor will be responsible for purchase, delivery and placement of new aggregate to support the mix design.
 - b. Supply an approved water source where Contractor's hauling vehicle can be loaded as required.
 - c. Supply dump trucks to remove excess RAP from milling machine and/or place RAP by tailgating in front of milling machine to make up for deficiencies in the pavement.
 - d. Supply all labor and warning devices necessary for control of traffic.

E) JOB MIX FORMULA:

- 1) The Contractor shall provide the Contracting Agency a complete Job Mix Formula no later than 21 days from Notice of Award. The Job Mix Formula shall include detailed construction recommendations. Recommendations shall be based on field cores of the actual pavement to be recycled inclusive of the depth of cut. Cores shall be obtained from alternating lane locations each 1000 linear feet for the entire length of the project. Laboratory analysis of the pavement cores shall include at least the following:
 - a. Residual asphalt content by weight percent. (ASTM D 1856).
 - b. Penetration of residual asphalt. (@ 77 deg. F., 100g., 5 sec. ASTM D 5).
 - c. Gradation of aggregate after extraction. (ASTM C 136).
- 2) The Job Mix Formula shall include:
 - a. Specifications of aggregate to be added.
 - b. Amount of aggregate to be added per ton.
 - c. Complete and detailed specification of asphalt emulsion and amount to be used per square yard.

F) METHOD OF MEASUREMENT:

- 1) The unit price bid for recycling shall be determined by the number of square yards of recycled pavement placed for the depth of cut specified and measured from a point designated by the County.
- 2) Asphalt emulsion delivered and incorporated into the mix shall be measured by the gallon @ 60 deg. F.

G) BASIS OF PAYMENT:

- 1) The unit price per square yard shall include all equipment and labor to operate the recycling train. The recycling train will excavate by cold milling the existing pavement, and mix imported aggregate (if any), combine the processed RAP/aggregate mixture with the asphalt emulsion, place and compact the mixture to finished grade.

- 2) The unit price per gallon of asphalt emulsion shall include delivery, labor and equipment necessary to incorporate the material into the mix. The quantity specified in the Job Mix Formula is approximate and may be adjusted as required by the Contracting Agency. Payment for asphalt emulsion material added to the work shall be by the gallon, temperature corrected to 60 deg. F.
- 3) The bid price shall include the cost of coring, analysis, reporting and the development and submittal of the Job Mix Formula.

FULL DEPTH RECLAMATION

**BID FORM
PAGE 19**

TYPE III RECYCLING

A) DESCRIPTION:

This work shall consist of pulverizing an existing roadway to a specified length, width and depth, up-grading with virgin aggregate, as required and blending with an additive to produce a recycled in-place stabilized base material.

B) MATERIALS:

- 1) The stabilizing additive shall be furnished by the contractor. The additive shall be the type and quantity specified in the Job Mix Formula and will be paid for under a separate pay item.
- 2) Virgin aggregate for grade or gradation control shall be furnished by the Contracting Agency to the successful bidder to be spread to a depth and width as necessary to assure conformity with the Job Mix Formula.
- 3) Water for dust control or compaction aid shall be furnished by the Contracting Agency to the successful bidder to be placed evenly across the surface of the work to assure conformity with the Job Mix Formula.
- 4) The pulverized aggregate material in the roadway, including virgin aggregate (if any) shall meet the following specification:

<u>SIEVE SIZE</u>	<u>% BY WEIGHT PASSING</u>
3"	100
2"	90-100
1/4"	30-65
#200	0-10*

NOTE: The top size of the pulverized material shall not exceed 2 the depth of the total recycled base course thickness after final compaction. Resident cobbles and oversized materials in the sub-base beneath the recycled mat are not subject to this requirement.

* Where Calcium Chloride Solution is the stabilizing additive of choice, the % passing the #200 sieve shall be 10-20% (See Section 411, NYS Standard Specification).

C) CONSTRUCTION REQUIREMENTS:

- 1) The roadway to be recycled shall be pulverized to the length, width and depth as specified by the project superintendent. The contractor shall be equipped to verify the actual depth of cut at any point throughout the project.
- 2) When required by the Job Mix Formula, additional aggregate shall be imported and spread over the pavement to be pulverized. This "new" aggregate shall then be combined with the material being recycled with the initial pass of the pulverizing machine.

- 3) Shaping of the grade for profile may be required during various stages of the construction and shall be provided by the contracting agency under the direction of the project superintendent.
- 4) Application of the stabilizing material shall be through the computerized liquid metering spray system on the pulverizing machine. The type and amount of stabilizing agent to be added shall be as specified in the Job Mix Formula.
- 5) Shaping and compacting of the pulverized material throughout all construction phases shall be the responsibility of the contracting agency.

D) **JOB MIX FORMULA:**

- 1) It shall be the responsibility of the contractor to analyze the existing pavement structure. At least five (5) working days prior to the start of work, written construction recommendations, laboratory analysis and Job Mix Formula shall be delivered to the contracting agency for approval.
- 2) The Job Mix Formula shall be determined from field samples. Field samples will be obtained from the pavement that is to be recycled and will consider the entire length of the project and depth inclusive of the actual intended cut. The samples shall be submitted to a qualified laboratory for extraction of bituminous materials and analysis.
- 3) The specifics of the proposed mix design, analysis parameters and the number and location of core samples shall be a joint recommendation of the contractor and the contracting agency.
- 4) Upon completion of the laboratory evaluation, a Job Mix Formula for the optimum mix design and a contractor's cost estimate for each project will be submitted for approval.

E) **EQUIPMENT:**

- 1) The contractor shall furnish a self-propelled machine capable of pulverizing, in-place, the existing pavement and mixing any added aggregate to a depth of sixteen (16) inches.
- 2) The machine shall be equipped with a computerized liquid proportioning system capable of regulating and monitoring the liquid application rate relative to forward speed and shall be able to handle a complete range of liquid additives. The equipment shall be capable of mixing the liquid additives and the pulverized reclaimed pavement into a homogeneous mixture.
- 3) The cutting drum shall be able to up cut or down cut and have replaceable teeth. The minimum width of cut shall be ninety-six (96) inches and shall be fully maintained with adequate cutting teeth at all times throughout the work.
- 4) The contractor shall furnish a qualified operator and will be responsible for all movement of the equipment including trailer moves to and from the work site.

F) **METHOD OF MEASUREMENT:**

The quantity for payment will be measured by the square yard for material pulverized and mixed within the length, width and depth of each project as ordered by the contracting agency, Liquid additives will be measured by the gallon.

G) **BASIS OF PAYMENT:**

Payment will be based on the square yards of recycling work completed plus the gallons of stabilizing additive included in the work. The unit price per square yard includes the cost of equipment, maintenance, materials and labor necessary to operate the pulverizing equipment, perform the laboratory analysis and to prepare and submit the Job Mix Formula. The unit price for the stabilizing additive includes the cost of the supply and delivery of the stabilizing additive to the pulverizing machine.

**BID FORMS OMITTED FROM
SPECIFICATION BOOKS**

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

dasmith@cattco.org

APPENDIX "A"
COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

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

Minimum Coverage Limits are as Follows:

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

* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy. The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.

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

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

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

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

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.

Pursuant to Section 103-d of the General Municipal Law.

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

(For use of individual bidder)

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

d/b/a _____

(For use of partnership bidder)

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

Partnership Name
By _____
Co-Partner

(For use of corporate bidder)

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

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

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

(SEAL OF THE CORPORATION)

Secretary

Name of Bidder

By _____
Title

LEGAL STATUS INFORMATION

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

FIRM NAME: _____

Federal ID No.: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone () _____ Fax () _____ Email: _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Telephone () _____ Fax () _____ Email: _____

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

CHECK ONE: Corporation _____ Partnership _____ Individual _____

(Incorporated under the Laws of the State of _____)

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

TRADE NAMES:

NAMES AND ADDRESSES OF PARTNERS:

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

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT

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

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

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

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

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

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

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

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

Name and Address of Bidder:

Authorized Signature and Title:

Signature

Title

Date

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

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

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

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

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

Corporate or Company Name

By:

Signature

Title

Sworn to before me this

_____ day of _____, 20 _____

Notary Public

CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

*Kathleen M. Ellis
Commissioner*

*Vacant
Deputy Commissioner*

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



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

PROJECT TITLE: Cold In-Place Recycling of Asphalt Pavement throughout the County

AFFIDAVIT OF COMPLIANCE AND RECEIPT OF PREVAILING WAGE SCHEDULE

The Contractor named below certifies receipt of Prevailing Wage Rate Schedule and is in compliance with all labor laws and regulations of the State of New York and the United States of America including the following:

1) **PREVAILING WAGE RATE:**

The contractor agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the State of New York. The Contractor named below certifies that they have received the Prevailing Wage Rate Schedule **PRC# 2019000380**

2) **SOCIAL SECURITY TAXES:**

The contractor promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes.

Company

Print Name Title

Signature Date

State of New York)
) ss:
County of _____)

Subscribed and Sworn to before me this _____ day of _____ 20 ____

By _____

Notary Public, _____

CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

Kathleen M. Ellis
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Little Valley, New York 14755
Phone (716) 938-9121
FAX (716) 938-2753

PLEASE NOTE

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

1. Apply Liquid Bituminous Materials on Roads throughout the County (PRC# 2019000386)
2. Micro-Surfacing of Roads throughout the County (PRC# 2019000387)
3. Cold In-Place Recycling of Asphalt Pavement throughout the County (PRC# 2019000380)
4. Surface Treating of Roads throughout the County (PRC# 2019000381)
5. Apply Paver Placed Chip Seal on Roads throughout the County (PRC# 2019000383)
6. Hot In-Place Recycling of Existing Asphalt Pavement throughout the County (PRC# 2019000382)
7. Apply Fiber Reinforced Bituminous Membrane to Roads throughout the County (PRC# 2019000384)
8. Hot Mix Asphalt In-Place Paving throughout the County (PRC# 2019000385)

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

Respectfully,
Dawn Smith, Procurement Specialist

New York State Department of Labor
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PRC#: 2019000386

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

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

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

Project Information

Project Title LiqBitMat2019
Description of Work Apply Liquid Bituminous Materials on Roads throughout the County
Contract Id No. LiqBitMat2019
Project Location(s) Throughout County
Route No / Street Address Throughout County
Village / City Throughout County
Town Throughout County
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/07/2019
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

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PRC#: 2019000387

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

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

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

Project Information

Project Title MicroSurf2019
Description of Work Micro Surfacing of Roads throughout the County
Contract Id No. MicroSurf2019
Project Locations(s) Throughout County
Route No / Street Address Throughout County
Village / City Throughout County
Town Throughout County
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/07/2019
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

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PRC#: 2019000380

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

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 Dawn Smith
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 8810 Route 242
 Little Valley NY 14755

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 dasmith@cattco.org

Project Information

Project Title ColdRecycle2019
Description of Work Cold In-Place Recycling of Asphalt Pavement throughout the County
Contract Id No. ColdRecycle2019
Project Locations(s) Throughout County
Route No / Street Address Throughout County
Village / City Throughout County
Town Throughout County
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/07/2019
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

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PRC#: 2019000381

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

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 8810 Route 242
 Little Valley NY 14755

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

Project Information

Project Title	SurtTreat2019
Description of Work	Surface Treating of Roads throughout the County
Contract Id No.	SurtTreat2019
Project Locations(s)	Throughout County
Route No / Street Address	Throughout County
Village / City	Throughout County
Town	Throughout County
State / Zip	NY 14755
Nature of Project	Heavy and Highway Construction (New and Repair)
Approximate Bid Date	02/07/2019
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

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PRC#: 2019000383

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

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Dawn Smith
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Little Valley NY 14755

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dasmith@cattco.org

Project Information

Project Title PaverChip2019
Description of Work Apply Paver Placed Chip Seal on Roads throughout the County
Contract Id No. PaverChip2019
Project Locations(s) Throughout County
Route No / Street Address Throughout County
Village / City Throughout County
Town Throughout County
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/07/2019
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

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Home

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PRC#: 2019000382

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

Cattaraugus County DPW Dawn Smith Procurement Specialist 8810 Route 242 Little Valley NY 14755 (716) 938-9121 Ext: 2465 (716) 938- 2782 Fax dasmith@cattco.org	
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Project Information

Project Title	Hot Recycle2019
Description of Work	Hot In-Place Recycling of existing Asphalt Pavement throughout the County
Contract Id No.	HotRecycle2019
Project Location(s)	Throughout County
Route No / Street Address	Throughout County
Village / City	Throughout County
Town	Throughout County
State / Zip	NY 14755
Nature of Project	Heavy and Highway Construction (New and Repair)
Approximate Bid Date	02/07/2019
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

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PRC#: 2019000384

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

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Dawn Smith
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8810 Route 242
Little Valley NY 14755

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

Project Information

Project Title FiberReinf2019
Description of Work Apply Fiber Reinforced Bituminous Membrane to roads throughout the County
Contract Id No. FiberReinf2019
Project Location(s) Throughout County
Route No / Street Address Throughout County
Village / City Throughout County
Town Throughout County
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/07/2019
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

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PRC#: 2019000385

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

Cattaraugus County DPW
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 Little Valley NY 14755

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

Project Information

Project Title HotMixAsphalt2019
Description of Work Hot Mix Asphalt In-Place Paving throughout the County
Contract Id No. HotMixAsph2019
Project Location(s) Throughout County
Route No / Street Address Throughout County
Village / City Throughout County
Town Throughout County
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/07/2019
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus