

MINIMUM SPECIFICATIONS AND BID FORMS
FOR

**LIQUID BITUMINOUS MATERIALS,
EMULSIFIED DUST PALLIATIVE, SLURRY SEAL,
WITH COLD PATCH, AND OPTIONS**

FOR
CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

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

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CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

Kathleen M. Ellis, Commissioner

Michael J. Prinino, Deputy Commissioner

Mark C. Burr, PE, Director of Engineering



8810 Route 242, Jack Ellis Drive

Little Valley, New York 14755

Phone (716) 938 9121 | Fax (716) 938 2752

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 11, 2021 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 - Fiber Reinforced Bituminous Membrane Surface Treatment**
- DPW BID #19 - Hot Mix Asphalt In-Place Paving**

Copies of the bid documents may be secured electronically from Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York 14755, phone Dawn Smith at (716) 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 safety data sheets (SDS) 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.

SAFETY DATA SHEETS. The successful bidder shall be responsible for the provision of the SDSs 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 SDSs will be obtained from the successful bidder for all hazardous materials prior to bringing the materials on the site. These SDSs 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 who contract to work on the Project for consideration in the amount of \$35,000 or greater, complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. The contractor must also submit, in writing, a request for waiver for any subcontractors whose contract is for less than \$35,000. 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.

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.

36. ALTERNATE SOURCE:

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

CATTARAUGUS COUNTY DEPARTMENT PUBLIC WORKS
DIVISION OF HIGHWAYS

Revised 1/2021

Specifications and Bid Sheets
**LIQUID BITUMINOUS MATERIALS, EMULSIFIED DUST PALLIATIVE, SLURRY SEAL,
AND COLD PATCH**

Cattaraugus County Legislature
303 Court Street,
Little Valley, NY 14755

Gentlemen:

We propose to furnish LIQUID BITUMINOUS MATERIALS, EMULSIFIED DUST PALLIATIVE, SLURRY SEAL, AND COLD PATCH. CALCIUM CHLORIDE SOLUTION AND CALCIUM/SODIUM CHLORIDE BRINE in accordance with your specifications. This is being bid both with a 2 year guarantee and without.

1. Length of contract May 1, to April 30, of the following year.
2. Quantities are indefinite and orders may be placed at any time during contract term.
3. Failure to make prompt delivery of materials 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 Liquid Bituminous Materials, Emulsified Dust Palliative, Slurry Seal and Cold Patch.
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 liquid bituminous materials, 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".
7. INSURANCE:
 - A. As per requirements on Appendix A - County of Cattaraugus Standard Insurance Certificate.
 - B. Where municipalities in addition to the County are concerned, all said insurance policies shall also name such municipality as co-insured and must be approved as to form and substance by the municipality.

GENERAL SPECIFICATIONS

1.0 SCOPE OF WORK:

This specification covers liquid bituminous materials used in single or double course bituminous surface treatments, and in the construction of one or more courses of Cold Mix Bituminous Pavement on a prepared base, and related equipment.

- 2.0 MATERIALS:
- 2.1 All materials or products listed for mixing, sealing, and surface treatments shall meet or exceed the requirements in NYSDOT Standard Specifications, Construction and Materials, latest edition.
 - 2.2 When materials furnished do not conform with specifications or are deemed unsatisfactory by the Highway Superintendent, payment due will be withheld and the Contractor will be charged for any damage involved.
 - 2.3 Each load delivered shall have a numbered delivered ticket showing date, road name or project, gallons, temperature, and grade of product. Each ticket must be signed by the bidder's driver and Highway Supervisor or representative.
- 3.0 QUALIFICATIONS OF BIDDER:
- 3.1 The bidder at time of bidding must be listed as a supplier on the NYSDOT Approved List of liquid bituminous materials Primary Sources and/or Supplies.
 - 3.2 All liquid bituminous materials supplied shall be obtained from an approved NYSDOT primary source.
 - 3.3 The bidder shall comply with current group specifications for Commodity Group 31501 - liquid bituminous materials (delivered) and (FOB Storage Facility).
 - 3.4 The bidder shall operate and maintain a working laboratory at his plant staffed by a full time technician trained in all phases of asphalt testing, or provide for such services to sample and test emulsions, aggregate, mix designs, and related. The laboratory shall be a NYSDOT approved lab for emulsion testing and shall have evidence of acceptance by NYSDOT.
- 4.0 SAMPLING AND TESTING:
- 4.1 Each load shall be sampled, sample containers shall be furnished by the successful bidder, and samples provided to the Highway Superintendent.
 - 4.2 Each truck or distributor shall be properly equipped with a sampling device.
 - 4.3 All Liquid Bituminous and Cold Mix tests shall be done in accordance with the American Association of State Highway and Transportation Officials (AASHTO) as related to Liquid Bituminous Emulsions, Cold Mixes and aggregate.
 - 4.4 Testing will be performed at the Highway Superintendent's discretion. All test results shall be certified by the testing facility.
- 5.0 EQUIPMENT:
- 5.1 DISTRIBUTORS -
 - (a) All distributors and/or transports shall be equipped with hoses and fittings necessary to transfer,
 - (b) All distributors shall meet applicable NYSDOT Specifications.
 - 5.2 AGGREGATE SPREADER -
 - (a) Shall be self-propelled capable of uniformly spreading aggregate at a specified rate.
 - (b) The Spreader Hopper shall have a spread width of twelve (12) feet with gate openings graduated so the spread widths can be adjusted from 1 - 12 feet in 6 inch increments.
 - (c) The spreader shall be equipped with a self-locking hitch with a minimum 90 degree vertical movement.
 - (d) The machine shall have sufficient power and traction to pull loaded aggregate trucks and shall be supplied with one (1) operator.
 - (e) Variable width shall be capable of spreading a minimum of sixteen (16) feet on one pass.
 - 5.3 MIX-PAVER -
 - (a) Shall be a self-propelled, hydrostatically driven unit with a minimum tank capacity of 2100 gallons capable of mixing up to 180 tons per hour.
 - (b) It shall have a fully heated, free floating vibratory screed with hydraulic extensions capable of paving up to 16 feet wide.
 - (c) The screed shall be fully automatic with grade and slope controls with 20 foot grade beam.
 - (d) Mix paver shall be provided with at least one operator.
 - 5.4 PUGMILL - Used for Bituminous Mixes:
 - (a) Shall be counter rotating paddle shaft type, designed to accurately proportion either by volume or weight so that a thorough and uniform coating of granular material will result.
 - (b) Shall be equipped with a positive displacement meter for totaling the quantity of Bituminous Material applied to the mixing chamber.
 - (c) The mix chamber shall be at least five (5) feet in length.

5.5 AUTOMATED PAVER -

- (a) Shall be a Barber-Greene BG-260B (or equal).
- (b) Shall be equipped with automatic transverse slope and longitudinal grade screed controls.
- (c) The screed shall be fully extendible from ten (10) feet to nineteen (19'6") feet six inches.
- (d) Heat and vibration shall be provided for the full extended width.
- (e) The extensions shall have independent slope control and on the go capabilities to change width and slope.
- (f) Automated Paver shall be provided with an operator and a screed man.

6.0 SUPPLEMENT COLD MIX CONDITIONS:

- 6.1 Description: It is the intent of this supplement to establish the gradations for all cold mixtures with minimum and maximum acceptable bituminous quantities.
- 6.2 Composition of Mixture: The cold bituminous mixture shall be composed of a mixture of aggregate & asphalt emulsion and meet the requirements of table TC-405-1.
- 6.3 The mixing equipment shall meet the requirements of the latest edition of the NYSDOT Standard Specifications Construction and Materials.
- 6.4 The aggregate and asphalt emulsion shall be thoroughly mixed so that the bituminous material is uniformly distributed throughout. A minimum of 90% of the aggregate particles shall be uniformly coated when placed on the roadway, except for TC-405 Type I (Stabilized Base Course).
- 6.5 In no case will the County be responsible to pay for more gallons per ton than the maximum specified in table TC-405-1 or in the suppliers recommended job mix formula.
- 6.6 Design and Certification: Prior to commencing any mixing work, the supplier shall submit a certified recommended job mix formula to the Superintendent of Highways. The recommended job mix should include the following as a minimum:
 - (a) Gradation of each aggregate to be used.
 - (b) Proposed aggregate blend.
 - (c) Proposed aggregate gradations for types 4, 5, and 6 only.
 - (d) Proposed asphalt content, based on the total weight of the mix, exclusive of water or oil distillate.
- 6.7 Acceptance of the job mix formula by the Superintendent of Highways is solely for the purpose of quality control, and in no way releases the Contractor from his/her responsibilities.
- 6.8 The Contractor shall sample the cold bituminous mixture a minimum of twice daily. Samples shall be taken from the auger of the bituminous finishing machine, (except for CBM-Type 1, where stockpile samples will be taken if mix is to be stockpiled prior to placement on the pavement).
- 6.9 Test results shall be certified by the testing laboratory and submitted to the Superintendent of Highways for each sample taken. Sampling and testing shall be done by NYSDOT Materials Method 5, except the mixture shall be heated to 250 degrees F. for a minimum of 15 minutes prior to testing. As a minimum, all test results shall state:
 - (a) Percent asphalt residue based on total weight of mix.
 - (b) Calculated asphalt emulsion content in gallons per ton and/or gallons per cubic yard.
 - (c) Aggregate gradation based on total weight of the aggregate.

SPECIAL SPECIFICATIONS

Asphalt Emulsion(HFMS-2GH)

DESCRIPTION: This work shall comply with Section 618-1 of the "New York State Department of Transportation Standard Specification" dated May 1, 2008, and as amended.

MATERIALS: Material specifications for this item shall meet the following requirements:

Water % Maximum	30
Asphalt % Minimum	70
Oil Distillate, Volume Total Emulsion Percent	12 Maximum

Furol Viscosity at 25 degrees C, seconds	50 Minimum & Pumpable
Test on Distillation Residue Float Test @60 degrees C, seconds (Note 2)	1200 Minimum
Penetration @ 25 degrees C	60-140
Solubility in Trichlorethylene,% minimum	97.5
Stone Coating, shall pass	(Notes 3 & 4)
Screen Test, percent maximum	0.1
Storage Stability, 1 day Maximum %	1.0
Stripping Test	(Note 5)

Note 1: The oil distillate shall conform with ASTM Specification D396, Table 1, Grade No. 1.

Note 2: Float test – ASTM Method D-139 except that the residue from distillation shall be poured immediately into the float collar at 260 degrees C and not through a No. 50 sieve; or if the residue has been allowed to cool, it shall again be heated to 260 degrees C and poured into the collar. The water bath shall be maintained at the specified test temperature +/- 1 degree F.

Note 3: ASTM Method D244 except that the mixture of stone an asphalt emulsion shall be mixed vigorously for 5 minutes, then allowed to stand for 3 hours, after which the mixture shall be capable of being mixed an additional 5 minutes. The mixture shall then be rinsed twice with approximately its own volume of tap water without showing appreciable loss of bituminous film. After the second mixing, the aggregate shall be at least 90 percent coated.

Note 4: ASTM D244 except the aggregate shall be natural sand. After weighing the sand into the pan, the sand shall be completely immersed with tap water. Rebalance the pan, sand and water and add 40 grams of the emulsion into the sand and water. Mix the sand under the water vigorously for 5 minutes and then pour the excess water off. The sand shall be at least 90 percent coated.

Note 5: 100 grams of produced mixture shall be heated to 121 degrees C; placed in 400 ml of glass beaker and stirred with a glass rod at the rate of one revolution per second, for 3 minutes. The aggregate shall be at least 90 percent coated with a bituminous film.

6.10 The County Highway Superintendent may at any time have samples tested by a certified independent laboratory.

6.11 Payment: The unit price bid per gallon will only be paid on the quantity delivered within the range of the various mixtures on table TC-405-1. In the event the supplier must use more than the maximum quantity, the County will only be responsible to pay for the maximum quantity in gallons per ton set forth in table TC-405-1.

7.0 GUARANTEE: (OPTION #1)

7.1 The successful bidder shall guarantee that the asphaltic oil and aggregate will not dislodge, disunite, bleed or exhibit other obvious defects through **OCTOBER 1, 2023**. 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.

7.2 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, 2023**. 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.

7.3 The County shall be responsible for all subgrade and drainage of the pavement structure. Any failure caused by subgrade deficiencies shall be the responsibility of the County.

7.4 It shall be the responsibility of the successful bidder to make specific recommendations concerning:

- (a) Application rates for surface treatments.
- (b) Aggregate acceptability

- (c) Proper procedures and techniques.
- (d) Any other information deemed pertinent.

8.0 AWARD OF BID:

- 8.1 In award of bid, the successful bidder shall make every effort to provide equipment and materials within the time frame as designated by the Highway Superintendent.
- 8.2 In the event that the successful bidder cannot provide equipment and material within the designated time frame, the County may otherwise purchase material and services when determined to be in the best interest of the County.

9.0 PAYMENT:

- 9.1 Payment will be based on the gallons of bituminous materials at the application temperature, except as outlined in paragraph 6.11.
- 9.2 Price bid for liquid bituminous materials shall be subject to New York State OGS Price Adjustments. Base price of asphalt as of **November 1, 2020 (\$461.00)** per US Ton,

NOTE:>> CRACK FILLING (PG 64-22 + Fibers) shall meet NYSDOT Specification 705-02 using hot applied material consisting of PG 64-22 + Fibers. The materials used shall meet NYSDOT specifications for PG 64-22 + Fibers and the application of that product. The Contractor shall be responsible for heating, hauling and applying the product. Traffic control shall be the responsibility of the contractor and shall follow NYSDOT Manual of Uniform Traffic Control Devices (MUTCD) as determined by the purchasing Municipality.

CRACK SEALING (ASDM 6690 Type II) shall meet NYSDOT Specification 705-02 using hot applied material consisting of ASDM 6690 Type II. The materials used shall meet NYSDOT specifications for the product listed and the application of that product. The Contractor shall be responsible for heating, hauling and applying the product. Traffic control shall be the responsibility of the contractor and shall follow NYSDOT Manual of Uniform Traffic Control Devices (MUTCD) as determined by the purchasing Municipality.

PLEASE NOTE: **“ALL”** BID PRICES FOR THE RENTAL OF **SELF LOADING MILLING MACHINES** SHALL BE ALL INCLUSIVE, including but not limited to the following:

- A) **Mobilization:** Moving the equipment **“IN”** and **“OUT”**.
- B) **Operator** of the equipment.
- C) **All other laborers** required in the operation of said equipment.

ALL TRAFFIC CONTROL IS TO BE PROVIDED BY SUCCESSFUL BIDDER(S) IN ACCORDANCE WITH NYSDOT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

NOTE: By signing the bid form and submitting a bid, the vendor acknowledges that they have read, understand and agree to all aspects of this document as presented. Conditional bids will not be accepted.

BID FORM
LIQUID BITUMINOUS MATERIALS

WITHOUT GUARANTEE

PRICE PER GALLON APPLIED, INCLUDING: HEAT, HAUL AND APPLIED POINT IN CATTARAUGUS COUNTY.

INDEX NO.	DESCRIPTION	PRICE/GAL	INDEX NO.	DESCRIPTION	PRICE/GAL
LBM-1	MC-30	\$ _____	LBM-21	CSS-1H	\$ _____
LBM-2	MC-70	\$ _____	LBM-22	TACKCOAT	\$ _____
LBM-6	RS-1	\$ _____	LBM-22A	TACKCOAT (5 GAL PAIL) WATERBASED 702.90	\$ _____
LBM-7	CRS-1	\$ _____	LBM-23	WINTER MIX HFMS-2	\$ _____
LBM-8	RS-2	\$ _____	LBM-24	SUMMER STOCK PILE HFMS-2P	\$ _____
LBM-9	HFRS-2	\$ _____	LBM-25	RECYCLE HFMS-R	\$ _____
LBM-10	HFRS-2P	\$ _____	LBM-26	35% CALCIUM CHLORIDE SOLUTION (APPLIED)	\$ _____
LBM-11	CRS-2	\$ _____	LBM-27	32% CALCIUM CHLORIDE SOL. TO COUNTY STORAGE	\$ _____
LBM-12	CRS-2L	\$ _____	LBM-28	CALCIUM/SODIUM CHLORIDE BRINE(APPLIED)	\$ _____
LBM-13	CRS-2P	\$ _____	LBM-29	CAL/SOD. CHLORIDE BRINE DELIV. TO COUNTY STORAGE	\$ _____
LBM-14	MS-2	\$ _____	LBM-30	DUST CONTROL EMULSION -AEDC (APPLIED)	\$ _____
LBM-15	HFMS-2	\$ _____	LBM-31	CRACK FILLING (SEE NOTE ON PAGE 9)	\$ _____
LBM-16	HFMS-2H	\$ _____	LBM-32	CRACK SEALING (SEE NOTE ON PAGE 9)	\$ _____
LBM-16A	HFMS-2GH 70	\$ _____			
LBM-17	CMS-1H	\$ _____			
LBM-18	CMS-2	\$ _____			
LBM-19	CMS-2H	\$ _____			
LBM-20	CSS-1	\$ _____			

NAME OF FIRM
DATE

SIGNATURE

BID FORM
LIQUID BITUMINOUS MATERIALS

"GLBM" - GUARANTEE

WITH TWO YEAR GUARANTEE

(OPTION #1)

PRICE PER GALLON APPLIED, INCLUDING: HEAT, HAUL AND APPLIED POINT IN CATTARAUGUS COUNTY.

<u>INDEX NO.</u>	<u>DESCRIPTION</u>	<u>PRICE/GAL</u>
GLBM-1	MC-30	\$ _____
GLBM-2	MC-70	\$ _____
GLBM-6	RS-1	\$ _____
GLBM-7	CRS-1	\$ _____
GLBM-8	RS-2	\$ _____
GLBM-9	HFRS-2	\$ _____
GLBM-10	HFRS-2P	\$ _____
GLBM-11	CRS-2	\$ _____
GLBM-12	CRS-2L	\$ _____
GLBM-13	CRS-2P	\$ _____
GLBM-14	MS-2	\$ _____
GLBM-15	HFMS-2	\$ _____
GLBM-16	HFMS-2H	\$ _____
GLBM-16A	HFMS-2GH 70	\$ _____
GLBM-17	CMS-1H	\$ _____
GLBM-18	CMS-2	\$ _____
GLBM-19	CMS-2H	\$ _____

<u>INDEX NO.</u>	<u>DESCRIPTION</u>	<u>PRICE/GAL</u>
GLBM-20	CSS-1	\$ _____
GLBM-21	CSS-1H	\$ _____
GLBM-22	TACKCOAT	\$ _____
GLBM-23	WINTER MIX HFMS-2	\$ _____
GLBM-24	SUMMER STOCK PILE HFMS-2P	\$ _____
GLBM-25	RECYCLE HFMS-R	\$ _____
GLBM-31	CRACK FILLING (SEE NOTE ON PAGE 9)	\$ _____
GLBM-32	CRACK SEALING (SEE NOTE ON PAGE 9)	\$ _____

NAME OF FIRM

DATE

SIGNATURE

ADDITIONAL PRICES: THE FOLLOWING BID PRICES ARE FOR RENTAL OF EQUIPMENT BY THE GALLON OR BY THE HOUR FOR VARIOUS LIQUID ASPHALT PROJECTS (BOTH WITH OR WITHOUT GUARANTEE).

PUGMILL \$ _____ /GAL
NOT TO EXCEED \$ _____ /DAY

MIX PAVER \$ _____ /GAL
NOT TO EXCEED \$ _____ /DAY
(MIDLAND OR EQUAL)

AUTOMATED PAVER \$ _____ /GAL
NOT TO EXCEED \$ _____ /DAY
(BG-260B BARBER GREENE OR EQ.) (FULLY
AUTOMATED SCREED CONTROL, HYD. SCREED
EXTENSIONS, TWO OPERATORS)

SELF-PROPELLED
AGGR. SPREADER \$ _____ /GAL
NOT TO EXCEED \$ _____ /DAY
OR
\$ _____ /HOUR
NOT TO EXCEED \$ _____ /DAY

VARIABLE WIDTH
AGGR. SPREADER \$ _____ /GAL
NOT TO EXCEED \$ _____ /DAY
OR
\$ _____ /HOUR
NOT TO EXCEED \$ _____ /DAY

MILLING MACHINE: SELF LOADING:

4 Foot width: \$ _____ /HOUR
NOT TO EXCEED \$ _____ /DAY

6 Foot width: \$ _____ /HOUR
NOT TO EXCEED \$ _____ /DAY

7 Foot width: \$ _____ /HOUR
NOT TO EXCEED \$ _____ /DAY

10 Foot width: \$ _____ /HOUR
NOT TO EXCEED \$ _____ /DAY

11 Foot or wider: \$ _____ /HOUR
NOT TO EXCEED \$ _____ /DAY

PULVERATION ONLY - WITH MILLING MACHINE
\$ _____ /HOUR
NOT TO EXCEED \$ _____ /DAY

DISTRIBUTOR RENTAL FOR SPRAY PATCHING
OR TACK COAT APPLICATION WITH OPERATOR
0 - 1000 GAL. Per Day \$ _____ PER HR.
1001 - 2000 GAL. Per Day \$ _____ PER HR.
2001 - 3000 GAL. Per Day \$ _____ PER HR.

PAYMENT: THE COUNTY'S PREFERRED METHOD OF
PAYMENT IS BY "CREDIT CARD". WILL YOU, THE
VENDOR, ACCEPT CREDIT CARD PAYMENT?
YES: _____ NO: _____

REFER QUESTIONS OF PAYMENT TO THE
TREASURER'S OFFICE 938-9111.

NOTE: By signing this bid form and submitting a bid, the
vendor acknowledges that they have read, understand and
agree to all aspects of this document as presented.
Conditional bids will not be accepted.

NAME OF FIRM

SIGNATURE

PRINT/TYPE NAME:

Federal ID No.

ADDRESS

DATE PHONE NO.

IF PAYMENT IS TO BE MADE TO OTHER THAN THE
ABOVE NAMED COMPANY, PLEASE FILL IN
COMPANY NAME AND ADDRESS HERE.

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	Ga	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.

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

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

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

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

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

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

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

(For use of individual bidder)

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

d/b/a _____

(For use of partnership bidder)

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

Partnership Name

By _____
Co-Partner

(For use of corporate bidder)

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

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

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

(SEAL OF THE CORPORATION)

Secretary

Name of Bidder

By _____
Title

LEGAL STATUS INFORMATION

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

FIRM NAME: _____

Federal ID No.: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone () _____ Fax () _____ Email: _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Telephone () _____ Fax () _____ Email: _____

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

CHECK ONE: Corporation _____ Partnership _____ Individual _____

(Incorporated under the Laws of the State of _____)

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

TRADE NAMES:

NAMES AND ADDRESSES OF PARTNERS:

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

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT

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

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

The undersigned, desiring to interpose a bid to provide services for **Liquid Bituminous Materials, Emulsified Dust Palliative, Surry Seal with Cold Patch and Options** 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

Michael J. Prinino, Deputy Commissioner

Mark C. Burr, PE, Director of Engineering



8810 Route 242, Jack Ellis Drive

Little Valley, New York 14755

Phone (716) 938 9121 | Fax (716) 938 2752

PROJECT TITLE: Liquid Bituminous Materials on Roads Throughout Cattaraugus 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# 2021000378**

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, Commissioner

Michael J. Prinino, Deputy Commissioner

Mark C. Burr, PE, Director of Engineering



8810 Route 242, Jack Ellis Drive

Little Valley, New York 14755

Phone (716) 938 9121 | Fax (716) 938 2752

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# 2021000378)
2. Micro-Surfacing of Roads throughout the County (PRC# 2021000379)
3. Cold In-Place Recycling of Asphalt Pavement throughout the County (PRC# 2021000380)
4. Surface Treating of Roads throughout the County (PRC# 2021000381)
5. Apply Paver Placed Chip Seal on Roads throughout the County (PRC# 2021000382)
6. Apply Fiber Reinforced Bituminous Membrane to Roads throughout the County (PRC# 2021000383)
7. Hot Mix Asphalt In-Place Paving throughout the County (PRC# 2021000384)

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 Prevailing Wage

**Unemployment
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**Career
Services**

**Business
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PRC#: 2021000378

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- 2754 Fax
dasmith@cattco.org

Project Information

Project Title Liq. Bituminous Mat Applic.
Description of Work Apply Liquid Bituminous Materials on roads throughout the County
Contract Id No. LiqBitMat2021
Project Locations(s) Throughout County
Route No / Street Address
Village / City
Town
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/11/2021
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

New York State Department of Labor Prevailing Wage

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PRC#: 2021000379

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- 2754 Fax
dasmith@cattco.org

Project Information

Project Title Micro Surfacing of Roads
Description of Work Micro Surfacing of Roads throughout the County
Contract Id No. MicroSurf2021
Project Location(s) Throughout County
Route No / Street Address
Village / City
Town
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/11/2021
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

New York State Department of Labor
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PRC#: 2021000380

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- 2754 Fax
dasmith@cattco.org

Project Information

Project Title	Cold In-Place Recycling 2021
Description of Work	Cold In-Place Recycling of Asphalt Pavement throughout the County
Contract Id No.	ColdRecycle2021
Project Location(s)	Throughout County
Route No / Street Address	
Village / City	
Town	
State / Zip	NY 14755
Nature of Project	Heavy and Highway Construction (New and Repair)
Approximate Bid Date	02/11/2021
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

New York State Department of Labor
Prevailing Wage

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PRC#: 2021000381

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- 2754 Fax
dasmith@cattco.org

Project Information

Project Title Surface Treatment
Description of Work Surface Treating of Roads throughout the County
Contract Id No. SurfTreat2021
Project Locations(s) Throughout County
Route No / Street Address
Village / City
Town
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/11/2021
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

New York State Department of Labor Prevailing Wage

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PRC#: 2021000382

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- 2754 Fax dasmith@cattco.org	

Project Information	
Project Title	Application of Chip Seal
Description of Work	Apply Paver Placed Chip Seal on Roads throughout the County
Contract Id No.	PaverChip2021
Project Location(s)	Throughout County
Route No / Street Address	
Village / City	
Town	
State / Zip	NY 14755
Nature of Project	Heavy and Highway Construction (New and Repair)
Approximate Bid Date	02/11/2021
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties
Cattaraugus

New York State Department of Labor Prevailing Wage

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PRC#: 2021000383

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- 2754 Fax
dasmith@cattco.org

Project Information

Project Title Bituminous Membrane Applic.
Description of Work Apply Fiber Reinforced Bituminous Membrane to roads throughout the County
Contract Id No. FiberReinf2021
Project Location(s) Throughout County
Route No / Street Address
Village / City
Town
State / Zip NY 14755
Nature of Project Heavy and Highway Construction (New and Repair)
Approximate Bid Date 02/11/2021
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

New York State Department of Labor Prevailing Wage

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Benefits**

**Career
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Protection**

**Forms and
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Cattaraugus County DPW Dawn Smith Procurement Specialist 8810 Route 242 Little Valley NY 14755 (716) 938-9121 Ext: 2465 (716) 938- 2754 Fax dasmith@cattco.org	

Project Information	
Project Title	Hot Mix Asphalt Application
Description of Work	Hot Mix Asphalt In-Place Paving Throughout the County
Contract Id No.	HotMixAsph2021
Project Locations(s)	Throughout County
Route No / Street Address	
Village / City	
Town	
State / Zip	NY 14755
Nature of Project	Heavy and Highway Construction (New and Repair)
Approximate Bid Date	02/11/2021
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties
Cattaraugus