

MINIMUM SPECIFICATIONS AND BID FORMS  
FOR

**SURFACE TREATING  
WITH GUARANTEE**

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

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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.



SPECIFICATIONS AND BID SHEET FOR  
SURFACE TREATING OF EXISTING PAVEMENT FOR  
THE CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS

- 1) The County of Cattaraugus (Contracting agency) proposes to purchase the services of an experienced contractor to surface treat existing pavement. The purpose of the following is to provide the specific guidelines that must be followed while performing said work. Said work will be performed throughout Cattaraugus County according to specifications set forth in NYS DOT Standard Specifications, Section 410 except where otherwise specified herein.
- 2) Length of contract May 1, to April 30, of the following year.
- 3) The terms County, as used in these specifications shall represent the Commissioner of Public Works, Highway Superintendent, or other designated official.
- 4) Quantities are indefinite and orders may be placed at any time during contract term.
- 5) Failure to make prompt delivery of materials shall be deemed sufficient cause for canceling contract.
- 6) 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 this type of application 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.

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

**SCOPE OF WORK:**

- 1) The work covered by this specification consists of furnishing all labor, equipment, materials, and supplies necessary in connection with the application of bituminous surface treatment upon the designated surface, in complete and strict accordance with the specifications contained herein, or as specifically directed by the Highway Superintendent. The bituminous surface treatment shall consist of properly applied asphalt emulsion and aggregate, spread evenly on the surface, and compacted, as specified herein, and as directed by the Highway Superintendent. The surface treatment, when cured, shall have a homogenous appearance, fill all cracks, and adhere firmly to the adjacent surface, and shall have a skid resistant texture.
- 2) The Contractor shall work from a list of roads/streets and their locations provided by the Highway Superintendent after award of the contract.

**GENERAL CONDITIONS OF WORK:**

It is the responsibility of the Contractor to make on-site inspections and determine the porosity and texture of the pavement to be surfaced. No extra payment will be made to the Contractor for any costs incurred due to increased porosity or texture of the existing pavement.

**QUANTITY OF WORK:**

**BID ITEM #1: TRAVEL WAY/PAVEMENT:** Surface treatment of pavement surfaces on the traveled way. It is estimated that approximately **70 miles X 20 ft width** of roads/streets will require a single or double application of variable width bituminous surface treatment. It will be required that some areas be applied by hand to include fixtures next to curblines and radii. This estimated quantity is for bidding purposes only. The Highway Superintendent will not be responsible for any specific quantity or for any deviation from this estimated quantity.

**BID ITEM #2: STABILIZED SHOULDERS:** Two coat surface treatment of shoulders to an average width of four (4) feet. First coat shall use #1 or 1<sup>st</sup> cover material. Second coat shall use 1A cover material.

**BID ITEM #3: STABILIZED SHOULDERS:** Single coat surface treatment of shoulders to an average width of four (4) feet. Cover material shall be 1A.

**BID PRICE PER SQUARE YARD:**

The unit price bid per square yard shall include the cost of furnishing the aggregate, all labor, all equipment and supplies necessary to complete the work except that the bituminous material will be paid for under its appropriate item in gallons at 60 deg. F. actually used.

**MEASUREMENT AND PAYMENT:**

- 1) The bituminous surface treatment shall be measured and paid for by the square yards completed and accepted as designated by the Highway Superintendent.
- 2) The following must be performed and submitted to the Highway Superintendent on a daily basis, one (1) day minimum **PRIOR TO** the bituminous surface treatment application on the measured roads/streets submitted:
  - A) One (1) measurement of road/street length. (This length shall include intersections).
  - B) Two (2) measurements of road/street width per 1000 feet or street block. The average of these figures from the total road/street section to be surface treated shall be used as the figure representing the road/street width.
  - C) Any irregularities in the road/street's conformation will be measured as a separate entity with respect to length and width and will be clearly and accurately defined as to location and method of measurement (example: circles, dead-ends with cul-de-sacs, "parking sections: along street's shoulders, etc.)
  - D) All radii shall be clearly and accurately defined as to method of measurement and measured separately from street's length and width.
  - E) These measurements shall be done by the Contractor daily under the direct observation of the Highway Superintendent. At the end of each day, these measurements and descriptions should be certified by the Contractor, or his designee, and the Highway Superintendent. They will then be used as the standards for payment to the Contractor for the square yards completed and accepted by the Highway Superintendent, unless otherwise noted.
  - F) The Highway Superintendent reserves the right to question and/or reject the Contractor's method of measurement if he feels it is, in any way, vague, non-descriptive, unrepresentative or incorrect. In such case, the Contractor and the Highway Superintendent will discuss and agree upon a better method of measurement to be used. The Contractor may also elect, at this time, to utilize the street measurements from Highway Department records.

TIME FOR COMPLETION:

The work which the Contractor is required to perform under this contract shall be commenced by the time stipulated by the County in his "NOTICE TO PROCEED" to the Contractor and shall be fully completed within eighty (80) calendar days from date specified in "NOTICE TO PROCEED". However, all work shall be completed no later than **Friday, September 10, 2021.**

LIQUIDATED DAMAGES:

Completing the work within the time specified herein is necessary and vital for efficient and proper operation of the Highway Department. The liquidated damages herein prescribed are established as a reasonable approximation of the additional costs and expenses which will be incurred by the County for failure to complete the work on time. Said sum, in view of the difficulty of accurately ascertaining the actual loss to the County by delay in delivery, is hereby fixed and agreed upon the parties hereto. The said Contractor further agrees that the said County shall and is hereby authorized to deduct and retain out of the monies which may be due, or may become due him/her under this agreement, the sum of two hundred dollars (\$200.00) per calendar day as liquidated damages for each and every calendar day the aforesaid work may be uncompleted over and beyond the time herein stipulated for its completion, said sum in on way to be considered a penalty, provided however, that the said Highway Superintendent shall have the right to extend the time for the completion of said work, if it should decide to do so.

BIDDER QUALIFICATIONS:

- 1) The bidder shall show evidence of his/her company's qualification in his/her bid proposal by completing or submitting the following at the time of the bid opening:
  - A) A complete list of the work force to be utilized during the entire surface treating operation performed under this Contract. All shall have full knowledge of application techniques and shall be supervised by a competent Superintendent, present on the job at all times.
  - B) A list of equipment to be used on the project including make, model, years, and serial number.
  - C) Listing below the completion of four (4) successful bituminous surface treatment projects in the past two (2) years by the Contractor and/or his Superintendent (specified above), indicating a total minimum annual volume by the Contractor and/or his/her Superintendent of 500,000 square yards of bituminous surface treatment during the past two (2) years.
  - D) This criteria will be utilized, along with the price bid per yard, by the Highway Superintendent to determine which Contractor would best be suitable for the job specified and best serve the interest of the County.

GUARANTEE:

- 1) A two (2) year guarantee for defective or inferior material and/or workmanship shall apply to the work covered by this contract. The Contractor shall supply the County with a two (2) year Maintenance Bond.

**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.

# BIDDER'S WARRANTIES AND OBLIGATIONS

A) SPECIFICATIONS:

The Bidder warrants that all bituminous material and equipment used by it to fulfill its agreement with the County shall meet the specifications attached hereto.

B) RECOMMENDATIONS:

The bidder will make specific recommendations to the County regarding;

1. Application rates to be used for liquid bituminous material aggregates and mixtures.
2. Aggregate gradation and acceptability.
3. Proper procedures and techniques for each project.
4. Any other information deemed by the bidder to be pertinent to the fulfillment of this agreement and the terms and conditions of these specifications.

C) CONDITIONS TO THE BIDDER'S OBLIGATIONS"

The Bidder shall be relieved of all liability and obligations under this agreement:

1. with respect to any defect caused by pavement structure deficiencies;
2. with respect to any defect in application performed by someone other than the Bidder, its authorized agents or employees; or
3. in the event of the failure of the County, its agents, contractors or employees to fully perform the County obligations.

D) REMEDIES:

The bidder's liability under this agreement is limited to the repair, correction or replacement (with similar material free from the defect in question), at its expense, of any defects in material or workmanship, excluding normal wear, which became apparent and of which the bidder is given notice in writing within the two (2) years warranty period. The bidder shall make all such repairs, replacements and corrections with reasonable care and dispatch.

AEP-M which is used as a seasonal dust control item is **NOT** covered by this agreement.

E) EXCLUSIVITY OR WARRANTIES AND REMEDY:

The warranties and obligations of the bidder provided in this agreement and the remedies available with respect to them are the sole and exclusive warranties, obligations and remedies. THE COUNTY HEREBY WAIVES AND THE BIDDER EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, GUARANTIES, CONDITIONS OR STATUTORY, ARISING IN LAW OR IN FACT, UNDER THE UNIFORM COMMERCIAL CODE, OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OBLIGATIONS OR LIABILITIES OF THE BIDDER WITH RESPECT TO COMPENSATORY OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR INJURY TO PERSON OR PROPERTY). The warranties, obligations and remedies provided under this agreement shall not be extended, altered or varied except by a written instrument signed by the bidder and the County.

### **COUNTY'S OBLIGATIONS:**

- A) The County shall be solely responsible for all structural, subgrade and drainage conditions of the pavement structure and conditions associated therewith and arising therefrom.
- B) The County, its agents, contractors and employees shall fully conform with procedures and techniques established by the New York State Department of Transportation for use and application of Liquid Bituminous Materials for surface treating and cold mix work.
- C) The County, its agents, contractors and employees shall fully comply with all recommendations provided by the bidder under **RECOMMENDATIONS** on preceding page.

### **DAMAGE:**

- A) Payment shall be made to the Contractor for repair or replacement of any permanent element of the highway which is completed to the stage of serving its intended function and is subsequently damaged by accident by public traffic. The Contractor must supply satisfactory evidence that such damage was caused by a public traffic accident and not by vandalism or by the Contractor's equipment. Satisfactory evidence shall generally be limited to: accident reports filed with the Motor Vehicle Department, police agencies, or insurance companies; statement by reliable, unbiased eye witnesses; identification of the vehicle involved in the accident. Physical evidence that the damage was caused by a motor vehicle (such as tire marks or broken headlight glass) will not be sufficient unless it can be shown that the damage was not caused by the Contractor's vehicles or by vandalism.
- B) Work for which there is a bid item will be paid for at the unit price for that time. Work, for which there is no bid item, will be paid for at an agreed price or by means of force account. Payment will not be made for repair or replacement in any way connected with untimely failure of any portion of the highway under public traffic, and the determination regarding this matter shall be made by the County, taking into consideration the normal life and the amount of normal wear of the element involved. This provision does not relieve the Contractor of the responsibility of maintenance and protection of traffic for the contract or the responsibility of having a wholly complete and acceptable job at the time of final inspection and acceptance of the entire contract. Payment for such damage shall be made only after the contractor has demonstrated to the satisfaction of the County that he has made every reasonable effort to collect the costs from the person or persons responsible for the damage.

# **DETAILED SPECIFICATIONS**

## **BITUMINOUS SURFACE TREATMENT SINGLE OR DOUBLE COURSE FOR PAVEMENTS**

### **SCOPE OF WORK:**

The work covered by this specification consists of furnishing all labor, equipment, materials and supplies in performing all operations necessary in connection with the application of a bituminous surface treatment upon the designated surface, in complete and strict accordance with the specifications contained herein, or as specifically directed by the County. The bituminous surface treatment shall consist of properly applied asphalt emulsion and aggregate, spread evenly on the surface, and compacted, as specified herein, and as directed by the County. The surface treatment when cured, shall have homogenous appearance, fill all cracks, and adhere firmly to the adjacent surface, and shall have a skid resistant texture.

### **APPLICABLE PUBLICATIONS & SPECIFICATIONS:**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic description only.

- 1) Standard Specifications Construction and Materials, Office of Engineering, NYSDOT January 2, 1990 as amended:

Section 410 - Bituminous Surface Treatment

Section 702 - Bituminous Materials

Section 703 - Coarse Aggregates

NYSDOT Materials Method 8 - Sampling Bituminous Materials

- 2) American Society for Testing and Materials (ASTM)

C- 88 - Soundness of Aggregate by Magnesium Sulfate

C-127 - Specific Gravity and Absorption of Coarse Aggregate

C-136 - Sieve Analysis of Coarse Aggregates

D- 5 - Penetration of Bituminous Material

D- 75 - Sampling Stone, Slag and Gravel for use as Highway Materials

D-113 - Ductility for Bituminous Materials

D-244 - Testing Emulsified Asphalts

D-977 - Emulsified Asphalts

D-1369 - Quantities for Bituminous Surface Treatments

D-2042 - Solubility of Asphalt Materials in Trichloroethylene

D-2397 - Cationic Emulsified Asphalt

E-2995 - Determining Application rate of Bituminous Distributors

### **DESCRIPTION:**

This work shall consist of the construction of a single or double course bituminous surface treatment in accordance with these specifications and in substantial conformance with the limits established by the Engineer.

## MATERIALS:

- 1) Bituminous Materials. The bituminous material required for the surface treatment course shall meet the requirements of NYSDOT Section 702, Bituminous Materials (for HFRS-2P see Table 3-1). The type and grade of bituminous material shall be HFMS2, RS-2, CRS-2, HFRS2 or HFRS-2P. The type of emulsion and rate of application shall be determined based on the required test patches. The bituminous material shall be supplied from a firm listed as a supplier on the NYSDOT APPROVED LIST OF LIQUID BITUMINOUS MATERIAL PRIMARY SOURCES AND/OR SUPPLIERS. Copies of the approved list and written procedures for achieving and maintaining approved list status are available from NYSDOT Materials Bureau, 1220 Washington Avenue, Albany, NY 12232.

If the specified bituminous material is not compatible with the aggregate type selected for use at the time of construction, the County may order the contractor to provide an alternate bituminous material.

- 2) Aggregates: The aggregates for surface treatments shall be crushed stone, crushed gravel or crushed slag meeting the requirements of NYSDOT Section 703-02, "Coarse Aggregates". In addition, any aggregate used for surface treatment on pavement shall not contain more than 5 percent chert. Nor shall the amount of material passing the #200 sieve exceed 1.0%.

The aggregate size for single course on pavements shall be NYSDOT No. 1 ST or No. 1A, as determined by the Engineer.

## CONSTRUCTION DETAILS:

Bituminous Surface Treatment - Single or Double Course for Pavements.

- 1) Weather Limitations - Bituminous Material shall not be applied to an excessively wet surface, when the ambient air temperature is less than 50 deg. F. and falling or when weather conditions would prevent the proper construction of the surface treatment. The surface on which the bituminous material is applied shall have a temperature of 50 deg. F or higher. The operation should not be carried out in the rain, or when rain is threatening.
- 2) Equipment - The following equipment shall be required:

A bituminous distributor, preferably two (2) Sufficient pneumatic tire rollers.  
A self-propelled aggregate spreader  
A rotary power broom

A bituminous distributor shall be so designed, equipped, maintained and operated so that the bituminous material at even heat can be applied uniformly on variable widths of surface up to 15 feet at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard, with uniform pressure, and with an allowable variation from any specified rate not to exceed 0.02 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with a separate power unit for the pump, and full circulation spray bars adjustable laterally and vertically.

The distributor and/or transport shall be equipped with a sampling valve so designed and installed as to be non-clogging and safe. The type of valve and its general location shall be according to written instructions by the NYSDOT Materials Method 8.1. When samples are taken through such valves, in accordance with NYSDOT Materials Method 8.2. instructions. they shall be considered representative of all material in the tank.

The pneumatic tire rollers shall be self-propelled and have oscillating wheels with smooth tread tires. The tire or contact pressure shall be specified by the Engineer. The Engineer will require a sufficient number of pneumatic tire rollers to permit initial rolling of the aggregate to occur within 5 minutes of the application of the bituminous materials and the final of the three coverages to be completed within 30 minutes of the application of the bituminous material. The rollers shall be operated at a maximum speed of 5 miles per hour.

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at a rate and width specified by the Engineering with an allowable variation not to exceed 0.5 pounds per square yard. The spreader hopper shall have a minimum spread width of 12 feet with gate openings graduated so that the spread widths can be adjusted in 6 inch increments. The spreader shall be equipped with a self-locking hitch with a minimum 90 degree vertical movement. The machine shall have sufficient power and traction to pull loaded aggregate trucks on any street/road to be surface treated. The spreader shall meet the approval of the engineer.

- 3) Determination of the Quantities of materials to be Applied. The quantity of bituminous material to be used shall be in a range of 0.25 to 0.50 gallons per square yard unless directed otherwise by the Engineer. Cover aggregate shall be spread in the range of 15 to 25 pounds per square yard unless otherwise directed by the Engineer. To determine the rate to be used, the Contractor shall place a minimum of three (3) test patches at locations determined by the Engineer for each aggregate size. Each test patch shall be approximately three (3) square yards and placed with the quantity of bituminous materials and aggregate as directed by the Engineer. All test patches shall be compacted in the same manner as required by these specifications. Construction of the test patches shall be completed a minimum of 14 days prior to the placement of the bituminous surface treatment. The quantity of bituminous material and aggregate to be used will be determined by the Engineer after observing the performance of the test patches. The Engineer will not require test patches on each street/road but rather patches in three (3) representative areas for 1ST and 1A stone application.

Surface preparation which may include pothole patching, truing and leveling, adjusting of street irons (valve covers, manhole covers, drop inlet gratings), etc. will be the responsibility of the municipality and will be completed before the contractor moves onto the job.

A power broom shall be used to clean any loose material from the pavement surface before the bituminous material is applied by the contractor.

Manhole covers, drop inlets, catch basins, curbs and any other structures within the shoulder areas should be protected against the application of the surface treatment materials by the contractor.



- 4) Applying Liquid Bituminous Materials. Bituminous materials shall be applied by means of a pressure distributor in a uniform continuous spread over the section to be treated and within the temperature range specified. The quantity of bituminous material to be spread shall be as determined by the Engineer. The allowable variation from this quantity shall not exceed 0.02 gallons per square yard. The distributor shall be moving forward at a proper application speed at the time the spray bar is opened. Any skipped areas or deficiencies shall be corrected. Junctions of spreads shall be carefully made to assure a smooth riding surface.

The bituminous material shall not be applied more than 300 feet in advance of the self-propelled stone spreader.

The spread of bituminous material shall not be more than 6 inches wider than the width covered by the cover coat material from the spreading device. Under no circumstances shall operations proceed in such a manner that bituminous material will be allowed to chill, set up, dry, or otherwise impair retention of the cover aggregates.

The distributor, when not spreading, shall be parked so that the spray bar or mechanism will not drip bituminous on the surface of the traveled way.

- 5) Application of the Cover Aggregate. Immediately following the application of bituminous material, cover aggregate shall be spread at the rate determined by the Engineer. The allowable variation from this rate shall not exceed one (1) pound per square yard. All aggregate used for bituminous surface treatment shall be clean as determined by visual inspection of the Engineer at the time of placement. Spreading shall be accomplished in such a manner that the tires of the aggregate spreader at no time contact the uncovered and newly applied bituminous material.

Immediately after the cover aggregate is spread, any deficient areas shall be covered by additional material. If the application of the aggregate cover by the spreader is not uniform, the Engineer may order the contractor to repair the section before rolling. Pneumatic tired rolling shall begin immediately and shall be continued until 3 complete coverages are obtained within 30 minutes of the application of the bituminous material.

Any free bituminous material on the surface caused by a deficient amount of cover aggregate shall be covered in such a manner so as not to displace imbedded material. Excess material shall be swept from the entire surface by means of brooms. The surface shall be swept at the time determined by the Engineer.

#### **TRAFFIC CONTROL:**

- 1) Traffic Control in work zones shall be provided as per the NYS Manual of Uniform Traffic Devices and all signs, barricades, and signaling devices will be in accordance with this manual to protect both the public and the contractor's personnel. Flagmen will be provided to guide and direct traffic around contractor's operation and to control traffic speed on completed work. Flagmen will be equipped with two-way radios and facilitate traffic control.

- 2) Opening to Traffic. Unless otherwise specified, the highway shall be kept open to traffic at all times. Traffic shall be discontinued on the lane being surface treated; and as soon as the final layer is applied and rolled, controlled traffic may be permitted thereon. Traffic shall be maintained at a speed not to exceed 15 miles per hour for a period of four (4) hours after placement of the surface treatment by the use of two-way radio equipped patrol vehicles in accordance with the maintenance and protection of traffic details shown on the plan.

All patrol vehicles shall be equipped with signs meeting the requirements of Section 254.4 of the Manual of Uniform Traffic Control Devices.

"LOOSE STONE/FRESH OIL" signs are to be placed at BEGINNING and END of work zone and at all intersections within the surfacing treating area.

METHOD OF MEASUREMENT:

Bituminous Surface Treatment – Single or Double Course for Pavement. Bituminous surface treatment will be measured by the number of square yards of compacted material in place making so deductions for minor untreated areas such as catch basins and manholes.

PRICE ADJUSTMENTS:

1. Price adjustments allowed will be based on the **November 1, 2020 (\$461.00)** 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 20<sup>th</sup> of each month**, hereafter known as the "Adjustment Date", during the contract period. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first 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:

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

NEW AVERAGE FOB TERMINAL PRICE:

The average FOB terminal price for AC-15 or AC-20 asphalt cement as indicated by NYSDOT and determined by OGS on the third Wednesday of the month.

**BASE AVERAGE TERMINAL PRICE:**

The average FOB terminal price of asphalt cement as of **November 1, 2020 (\$461.00)**.

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, 2021**, 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:**

Bituminous Surface Treatment - 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.

# BID FORM

PRICE FOR ALL AGGREGATE IS PER SQUARE YARD "APPLIED"

<u>AGGREGATE:</u>	<u>BID ITEM #1 TRAVEL WAY/ PAVEMENT</u>	<u>BID ITEM #2 STABILIZED SHOULDER (2 coats)</u>	<u>BID ITEM #3 STABILIZED SHOULDER (1 coat)</u>
NO. 1	CRUSHED GRAVEL	\$ <u>XXXXXXXXXX</u>	\$ _____
NO. 1ST	CRUSHED GRAVEL	\$ _____	\$ _____
NO. 1A	CRUSHED GRAVEL	\$ _____	\$ _____
NO. 1	CRUSHED LIMESTONE	\$ <u>XXXXXXXXXX</u>	\$ _____
NO. 1ST	CRUSHED LIMESTONE	\$ _____	\$ _____
NO. 1A	CRUSHED LIMESTONE	\$ _____	\$ _____

PRICE FOR ALL BITUMINOUS MATERIAL IS PER GALLON "APPLIED"

HFMS2	\$ _____
RS-2	\$ _____
CRS-2	\$ _____
HFRS2	\$ _____
HFRS-2P	\$ _____
CRS-2P	\$ _____

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

Federal ID No. \_\_\_\_\_

PRINT/TYPE NAME: \_\_\_\_\_

\_\_\_\_\_  
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	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
<b>** COMMERCIAL GENERAL LIABILITY</b>	\$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			
<b>** AUTO LIABILITY</b>	\$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
<b>** EXCESS LIABILITY</b>	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000	
	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
<b>WORKERS' COMP.</b>							
<b>EMPLOYER'S LIABILITY</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>*** PROFESSIONAL LIAB.</b>		\$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 **Surface Treating with Guarantee**, 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)

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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:

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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: Surface Treating of Roads 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# 2021000381**

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

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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 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

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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  
88 10 Route 242  
Little Valley NY 14755  
  
(716) 938-9121 Ext: 2465  
(716) 938- 2754 Fax  
dasmith@cattco.org

Project Information

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

Applicable Counties

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PRC#: 2021000380

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

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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 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

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

Applicable Counties
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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 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

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PRC#: 2021000383

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

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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 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

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PRC#: 2021000384

Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

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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 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