

State of New York Executive Department
Office of General Services - Procurement Services Group
Corning Tower - 37th Floor
Empire State Plaza
Albany, NY 12242

INVITATION FOR BIDS

IMPORTANT: SEE "NOTICE TO BIDDERS" CLAUSES HEREIN
BIDS MAY BE SENT TO THE ABOVE ADDRESS OR FAXED TO (518) 486-5628 ONLY
(E-Mail Bid Submissions Are NOT Acceptable)

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| BID OPENING | TITLE: Group 31508 – LIQUID BITUMINOUS MATERIALS |
| DATE: January 8, 2009 | (Fiber Reinforced Surface Treatment) |
| TIME: 11:00 AM | (All State Agencies and Political Subdivisions) |
| INVITATION FOR BIDS NUMBER: | Classification Code(s): 30 |
| 21639-PF | SPECIFICATION REFERENCE: |
| | SPEC-913 dated September 16, 2008 and as amended in the Invitation for Bids (Supersedes SPEC-910 dated August 29, 2007) |
| CONTRACT PERIOD: May 1, 2009 to April 30, 2010 | |
| DESIGNATED CONTACTS: Team #6 | |
| Joseph Hodder, Purchasing Officer I Telephone No. (518) 474-3668 E-mail address: joseph.hodder@ogs.state.ny.us | Beverly L. Moore, Team Leader Telephone No. (518) 474-7273 E-mail address: beverly.moore@ogs.state.ny.us |

The bid must be fully and properly executed by an authorized person. **By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).** Information may be accessed at:
Procurement Lobbying: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

| | |
|---|--|
| Legal Business Name of Company Bidding: | Bidder's Federal Tax Identification #: (Do Not Use SS#) |
| D/B/A - Doing Business As (if applicable): | |
| Street | City |
| State | Zip |
| County | |
| Cash Discounts will not be considered in determining low bid, but cash discounts of any size may be considered in awarding tie bids. | |
| _____ % Cash Discount for payment within 15 days of delivery and/or receipt of voucher | |
| _____ % Cash Discount for payment within 30 days of delivery and/or receipt of voucher | |
| If you are not bidding, place an "x" in the box and return this page only. | |
| <input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____ | |
| Bidder's Signature: | Printed or Typed Name: |
| Title: | Date: |
| Phone : () - ext () | Toll Free Phone : () - ext () |
| Fax : () - ext () | Toll Free Fax : () - ext () |
| E-mail Address: | Company Web Site: |

FOR PROCUREMENT SERVICES GROUP USE ONLY

| | | | |
|---------------|------------------------------|--------------------------------|---------------|
| P.R. #21639-T | LIT <input type="checkbox"/> | MEMO <input type="checkbox"/> | MISSING PAGES |
| | LET <input type="checkbox"/> | OTHER <input type="checkbox"/> | |

GENERAL INFORMATION

IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the Office of General Services' Procurement Services Group has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

NOTICE TO BIDDERS:

The Commissioner of General Services will receive bids pursuant to the provisions of Article XI of the State Finance Law or the provisions of the State Printing and Public Documents Law. The following procedures shall be used for bid submittals:

1. BID PREPARATION

Prepare your bid on this form using indelible ink. Print the name of your company on each page of the bid in the block provided. One copy of the bid is required, unless otherwise specified herein.

2. BID DEVIATIONS

If your bid differs from the specifications explain such deviation(s) or qualification(s); and if necessary, attach a separate sheet. See "Extraneous Terms" in Appendix B, OGS General Specifications.

3. BID DELIVERY

Bidders assume all risks for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of bids to OGS **prior to** the date of the bid opening. **LATE BIDS may be rejected. E-mail bid submissions are not acceptable and will not be considered.**

- **Bid envelopes and packages**

An envelope and/or package containing a bid should be clearly marked "**BID ENCLOSED**" and should state the **Bid Number, Bid Opening Date, and Time**. Failure to complete all information on the bid envelope and/or packages may necessitate the premature opening of the bid and may compromise confidentiality. See "Bid Submission" in Appendix B, OGS General Specifications. Bids shall be delivered to:

**State of New York Executive Department
Office of General Services
Procurement Services Group
Corning Tower - 37th Floor Reception Desk
Empire State Plaza
Albany, NY 12242**

- **FAX transmittals**

If permitted by this solicitation, fax transmittals shall be sent to: **(518) 486-5628 ONLY**
See "Facsimile Submissions" in Appendix B, OGS General Specifications.

- **Hand deliveries**

Bidders must allow extra time to comply with the security procedures in effect at the Empire State Plaza when hand delivering bids or using deliveries by independent courier services. **Bidders assume all risks for timely, properly submitted deliveries.**

4. IMPORTANT SECURITY PROCEDURES

To access the Corning Tower, all visitors must check in by presenting photo identification at the security desk.

Bidders attending bid openings are encouraged to pre-register for building access by contacting the Procurement Services Groups (PSG) receptionist at 518-474-6262 at least 24 hours prior to the bid opening.

Visitors who are registered can check in directly with the Security Desk. Visitors who are not pre-registered will be directed to a designated phone to call the PSG Receptionist. The Receptionist will register the visitor at that time but delays may occur. Vendors who intend to deliver bids or conduct PSG business should allow extra time to comply with these security procedures. Security procedures may change or be modified at any time.

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GENERAL INFORMATION (Cont'd)

NON-COLLUSIVE BIDDING CERTIFICATION:

(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)

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 its knowledge and belief:

(1) 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;

(2) 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

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

In the event that the bidder is unable to certify as stated above, the bidder shall provide a signed statement which sets forth in detail the reasons why the bidder is unable to furnish the certificate as required in accordance with State Finance law Section 139-d(1)(b).

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

INQUIRIES/ISSUING OFFICE:

All inquiries concerning this specification will be addressed to the following PSG designated contact(s) and issuing office:

| <u>PRIMARY CONTACT</u> | <u>SECONDARY CONTACT</u> | <u>TERTIARY CONTACT</u> |
|--|---|--|
| Joseph Hodder, Purchasing Officer I NYS Office of General Services Procurement Services Group Corning Tower - 38th Floor Empire State Plaza Phone: 518/474-3668 Fax: 518/474-8676 joseph.hodder@ogs.state.ny.us | Beverly Moore, Team Leader NYS Office of General Services Procurement Services Group Corning Tower - 38th Floor Empire State Plaza Phone: 518/474-7273 Fax: 518/474-8676 beverly.moore@ogs.state.ny.us | Ed Denehy, Civil Engineer 4 Transportation Systems Maintenance 50 Wolf Road Pod 51 Albany, NY 12232 Phone: 518/ 457-6914 Fax: 518/ 457-4203 edenehy@dot.state.ny.us |

All questions should be submitted in writing no later than one week prior to the bid opening, citing the particular bid section and paragraph number. The prospective bidder should notify the DESIGNATED CONTACT of any term, condition, etc., that precludes the vendor from submitting a compliant, responsive bid. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Bidders entering into a contract with the State are expected to comply with **all** the terms and conditions contained herein. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

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GENERAL INFORMATION (Cont'd)

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated June 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

APPENDIX B:

Appendix B, Office of General Services General Specifications, dated July 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference.**

CONFLICT OF TERMS AND CONDITIONS:

Conflicts between documents shall be resolved in the following order of precedence:

- a. Appendix A
- b. This Invitation For Bids including Group Specification 913s
- c. Appendix B
- d. Bidder's Bid

NYS STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE (APPENDIX 1):

Bidder agrees to fully and accurately complete the NYS Standard Vendor Responsibility Questionnaire, which is attached as Appendix 1 (hereinafter the "Questionnaire"). The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire in making that determination. The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract by providing ten (10) days written notification to the Contractor. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

CERTIFICATE OF NO CHANGE:

If the contractor has previously submitted a NYS Standard Vendor Responsibility Questionnaire (Appendix 1) which has been reviewed and for which the contractor has received an award within the past twelve (12) months and for which no conditions changed since that submission, the contractor may fill out a Certificate of No Change. A blank certificate appears immediately preceding the Questionnaire in this document.

The contractor should attach a copy of the previously submitted Standard Vendor Responsibility Questionnaire to the Certificate of No Change. It does not have to be for the same commodity.

PLEASE DO NOT COMPLETE A CERTIFICATE OF NO CHANGE IF SUBMITTING THE QUESTIONNAIRE FROM THIS IFB (#21639).

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GENERAL INFORMATION (Cont'd)

TAX LAW 5-A AMENDED APRIL 26, 2006 (APPENDIX 2)

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this bid. Form No. ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at **1-800-698-2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.nystax.gov>.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

- a. **Equal Employment Opportunity Requirements**
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. **Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses**
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:

http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

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GENERAL INFORMATION (Cont'd)

PROCUREMENT CONTRACT FEE:

State Finance Law §163-c (added by Part F of Chapter 56 of the Laws of 2008), imposes a centralized procurement contract fee (procurement fee) for centralized contracts for the purchase of commodities, services and technology awarded and administered by the Commissioner of General Services. The procurement fee is equal to one half of one percent (0.005) of the price of the commodity, service or technology sold by the contractor. The pricing offered by bidders/offerers for the commodity, service or technology will be considered by the Office of General Services (OGS) to be inclusive of the fee, and will be subject to review for evaluation and recommendations for contract award. The procurement fee shall be paid by the contractor based on total sales made by Authorized Users of centralized contracts.

State Finance Law section 163-c applies to bids issued by OGS on or after July 1, 2008. However, with respect to "small businesses" (defined as a business which is resident in New York State, independently owned and operated, not dominant in its field and employing one hundred or fewer persons) section 163-c applies to bids issued on or after October 1, 2008.

The procurement fee of one half of one percent of sales to purchasers by the contractor for the applicable preceding calendar quarter, as well as an accompanying return, must be made by the contractor to the New York State Department of Taxation and Finance ("DTF") no later than forty-five (45) days after the close of each calendar quarter. Payment of the procurement fee, as well as filing of the accompanying return, must be made electronically to DTF. Prior to electronically filing the initial return and electronically paying the initial procurement fee, contractors must register on DTF's Online Tax Center (<http://www.tax.state.ny.us/nys/home/online.htm>).

Returns must be filed even if no sales under the centralized contract were made during the preceding calendar quarter. Simultaneously, the contractor must provide its sales report for such preceding calendar quarter to OGS in the format and with details set forth in this solicitation. Contractors must fully cooperate with DTF and OGS relative to such payments and filings. Penalties for failure to comply with the filing and payment requirements are provided for by Article 27 of the Tax Law.

A contractor that cannot comply with the mandatory electronic filing and payment requirements must advise the OGS in writing at the time of bidding that it cannot reasonably comply with such electronic requirements. The contractor must provide the basis and reasons for its inability to comply. OGS shall in its sole discretion determine whether a sufficient basis and reasons have been presented supporting waiver of the mandatory electronic requirements. If the waiver is granted, the contractor shall pay the procurement fee to OGS by paper check, accompanied by the sales report and the paper return within forty-five days (45) days after the close of the preceding calendar quarter in accordance with the directions on the form. Contractor agrees to fully cooperate with OGS relative to such payment and filings.

In addition to the penalties prescribed by Article 27 of the Tax Law, failure by a contractor to timely and accurately remit the procurement fee, provide the sales report and file the return for each calendar quarter shall constitute a breach of contract, and the Commissioner of General Services may exercise discretion to terminate such centralized contract on written notice to the contractor.

Additional information including FAQs are available at:

<http://www.ogs.state.ny.us/purchase/ProcurementContractFee.asp>

ELECTRONIC BID OPENING RESULTS

The Procurement Services Group (PSG) posts bid prices on the OGS/PSG web page. The web page makes available bid tabulations (i.e.: photocopies of price pages or spreadsheets) received by PSG for scheduled bid openings. Previously only available through Freedom of Information, such information is anticipated to be available online within two business days after the bid opening.

The Bid Opening Results Page is available at: <http://www.ogs.state.ny.us/purchase/bidresults/bidresults.asp>

DEBRIEFING

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Disclosure of the content of competing bids other than statistical tabulations of bids received in response to an IFB, is prohibited prior to contract award. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the IFB or RFP, regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of posting of the contract award on the OGS website.

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GENERAL INFORMATION (Cont'd)

DISPUTE RESOLUTION POLICY:

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

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see Questions at end of bid document).

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

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

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

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

Non-contract vendors furnishing materials under "OGS or Less" shall meet the same qualifications as those required of contract vendors (see "REQUIRED QUALIFICATIONS" clause on page 2 of Group Specification 913 included with this bid solicitation). In addition, non-contract vendors are subject to all other requirements and conditions appearing in this Invitation for Bids including Group Specification, Appendix A, Appendix B and any and all applicable Purchasing Memoranda.

Price shall include ALL required insurance coverage costs (see "CONTRACTOR INSURANCE" clauses).

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

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

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

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

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GENERAL INFORMATION (Cont'd)

MERCURY-ADDED CONSUMER PRODUCTS:

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

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

MATERIALS:

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

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

Materials offered must be from the NYS Dept. of Transportation approved list of materials. Materials offered other than from the approved list will not be considered for award and will be sufficient cause for rejection of bid.

MINIMUM PROJECT SIZE

The minimum project size for fiber reinforced surface treatment under this contract shall be 5,000 square yards. This is approximately 0.4 mile of 2-lane highway at 20 feet wide. A quantity/price change occurs at 12,000 square yards, which is approximately 1.0 mile of a 2-lane highway at 20 feet wide. A second quantity/price change occurs at 35,000 square yards, which is approximately 3.0 miles of a 2-lane highway at 20 feet wide.

PREAPPROVED SOURCES:

For information regarding how to become an approved facility, or, to make arrangements for inspection of materials or equipment when required, contact the Materials Bureau of the Department of Transportation at 518-457-3240.

ESTIMATED QUANTITIES:

Each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

UNITS OF MEASURE:

All construction and materials quantities specified are in U.S. Customary Units and should be bid accordingly.

NYSDOT's STANDARD SPECIFICATIONS:

References are made herein to "NYSDOT's Standard Specifications" are New York State Department of Transportation, Standard Specifications, Construction and Materials, dated May 1, 2008. A copy may be obtained through the Department's publication unit. Call 518-457-4401 for information.

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GENERAL INFORMATION (Cont'd)

SCOPE:

The award resulting from this solicitation is intended to provide Liquid Bituminous Material (Fiber Reinforced Surface Treatment) to State and authorized non-state agencies.

PRICE:

General - Clause 24B of the General Specifications has been modified to include the following:

Price quoted shall be FOB the contractor's location per square yard for fiber reinforced surface treatment and FOB the contractor's location per gallon for the liquid bituminous material (used for fiber reinforced surface treatment and/or fog sealing). The price bid per square yard for the fiber reinforced surface treatment shall include the cost of work zone traffic control. The price bid per square-yard for cover sand (if required) shall be per square yard of cover sand in place on the pavement including work zone traffic control.

Price quoted for additional flaggers (if required) shall be net per day (to the nearest quarter day) for additional flaggers.

The contractor is to furnish all necessary labor and equipment to complete the work under this contract including work zone traffic control. Permanent pavement striping will be the responsibility of the State or political subdivision upon completion of the fiber reinforced surface treatment after the contractor has vacated the project site.

Fiber reinforced surface treatment shall be performed in accordance with NYSDOT's Standard Specifications and as per the enclosed material specification for fiber reinforced surface treatment. Cleaning and preparing the existing pavement will be the responsibility of the contractor. Erecting warning signs and directing traffic will be the responsibility of the contractor using the work zone traffic control section of this Invitation For Bids. The equipment supplied to place the fiber reinforced surface treatment shall meet the appropriate requirements of the New York State Department of Transportation Standard Specifications. Self propelled rotary power brooms, liquid bituminous material distributors, self propelled aggregate spreaders and pneumatic tire rollers shall meet the requirements of Section 410 of the New York State Department of Transportation Standard Specifications. All necessary operators shall be supplied along with the rotary broom, the liquid bituminous material distributor, the aggregate spreader, the rollers, and any and all patrol vehicles. All personnel supplied for the fiber reinforced surface treatment shall be qualified and experienced in bituminous fiber reinforced surface treatment and fog sealing (if appropriate).

Price Quoted For Mobilization From Contractor's Location To Project Location And To Heat, Haul And Apply Bituminous Material With Contractor's Equipment - Price quoted for mobilization from contractor's location to project location shall be net per square yard of accepted fiber reinforced surface treatment in place performed at the locations indicated by the State's Resident Engineer or political subdivision's representative and shall include heating, hauling and applying bituminous material from contractor's location to project location; price shall be net per gallon of bituminous material incorporated in the completed fiber reinforced surface treatment in place.

Bond – Price shall include cost for bond. (Please see separate clause, "BONDING REQUIREMENTS".)

Insurance - Price bid shall include ALL required insurance coverage costs. In particular, price shall include:

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

Owners and Contractors Protective Insurance Coverage (OCP) should be reviewed carefully. (Please see separate CONTRACTOR INSURANCE clause especially section on "ADDITIONAL INSURANCE REQUIREMENTS AFTER AWARD".)

(continued)

GENERAL INFORMATION (Cont'd)

PRICE: (Cont'd.)

Asphalt Price Adjustments -

1. Asphalt Price Adjustments allowed will be based on the October 1, 2008 average of the F.O.B. terminal price per ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of preapproved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

The October 1, 2008 average is \$691.00 per ton.

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

In the event that one or more of the New York State Department of Transportation preapproved sources discontinue posting a price for asphalt cement, the base average F.O.B. terminal price shall not be recalculated.

2. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the "Adjustment Date", during the contract period starting with April 20, 2009. However, Asphalt Price Adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., May 1, 2009) 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:

| | | | | |
|----------------------------------|---|--|---|-----------------------------|
| Price Adjustment (per gallon) | = | $\frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average Terminal Price}}{235}$ | X | Total Allowable Petroleum % |
|----------------------------------|---|--|---|-----------------------------|

New Monthly Average F.O.B. Terminal Price -

The average F.O.B. terminal price for unmodified PG 64-22 binder without anti-stripping agent as determined by the New York State Department of Transportation per New York State Department of Transportation Standard Specification.

Base Average F.O.B. Terminal Price -

The average F.O.B. terminal price of unmodified PG 64-22 binder without anti-stripping agent as determined by the New York State Department of Transportation as of October 1, 2008.

Total Allowable Petroleum -

The percentage of total allowable petroleum for each item is as follows:

| <u>Material Designation</u> | <u>Grade</u> | <u>Asphalt %</u> | <u>Petroleum Allowance %</u> | <u>Total Allowable Petroleum %</u> |
|-----------------------------|--------------|------------------|------------------------------|------------------------------------|
| 702-4702 | CRS-2p | 65.0 | 3.2 | 68.2 |

Asphalt price adjustments will not be allowed for materials which do not have an asphalt cement base.

EXAMPLE:

| | | |
|----------------------------|-----------|-------------------------------------|
| Item: | 702-4702 | [(701.000 - 691.000)/235] X 0.682 = |
| Base Avg. Price: | \$691.000 | [\$10/235] X 0.682 = |
| New Avg. Price: | \$701.000 | \$0.0426 X 0.682 = |
| Total Allowable Petroleum: | 68.2% | \$0.029 per gallon |

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

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

(continued)

GENERAL INFORMATION (Cont'd)

PRICE: (Cont'd.)

Asphalt Price Adjustments (Cont'd.)

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

Asphalt price adjustments for any contracts that are extended will be based on the new average for the month in which the work is done applying the same base established for that contract.
5. Asphalt price adjustments allowed by this contract shall be calculated and applied to the original prices. There will not be asphalt price adjustments unless the change amounts to more than \$0.01 per gallon from the original price. In these instances, prices will revert back to the original prices.
6. All asphalt price adjustments will be computed to three decimal places.
7. Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the State or in prices which are not truly reflective of market conditions or which are deemed by the Commissioner to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten days written notice mailed to the contractor to terminate any contract resulting from this bid opening.
8. All asphalt price adjustments shall be published by the State and issued to all contract holders whose responsibility will be to attach the appropriate State notification (based on when the work was performed) to the payment invoice submitted to agency.

Price Reductions - Contractors shall be permitted to reduce their pricing any time during the contract term. In addition, contractors may choose to offer lower prices in specific instances or for particular projects. Contractors may do so through the agency use of the Quick Quote/Price Calculation worksheet.

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

QUICK QUOTE/PRICE CALCULATION:

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

The use of the quick quote format is optional. Agencies may simply use the contract prices to fill out the price calculation worksheet to determine who has the lowest price.

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

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

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

Since asphalt price adjustments will be charged/credited to all invoices (after the work is finished), **asphalt price adjustments are not a factor to be considered when offering quick quote pricing.**

(continued)

**QUICK QUOTE/PRICE CALCULATION WORKSHEET
FIBER REINFORCED SURFACE TREATMENT
TO BE COMPLETED BY AGENCY**

Agency: _____ Date: _____
 Project Name: _____ Number: _____ Project Location: _____
 Fiber Reinforced Surface Treatment Item: 410.0401FR Estimated Total Quantity: _____ Square Yards
 Liquid Bituminous Material (Fog Seal) YES NO
 Cover Sand In Place YES NO _____ Square Yards
 Additional Flaggers Required? YES NO _____ Number of Additional Flaggers Required
 OCP Insurance Required? YES NO
 Anticipated Project Initiation Date: _____ WORKSHEET MUST BE RETURNED BY _____
 Agency Signature: _____ Agency Name: _____

NOTE: Agency representative must complete top of form. Contractor completes remainder of form.
 Agency is only required to consider those contractors whose distance from their plant location to the project location is a practical distance to assure the proper quality and production controls of the Bituminous Materials.

TO BE COMPLETED BY CONTRACTOR

Vendor Name: _____ Telephone: _____
 Plant Location: _____ Plant Number: _____ Estimated Haul Distance: _____
 Estimated Number of Days _____ or Hours _____ to Complete Project

| | | | | | |
|--|--------------------|---|---------------------|---|----------|
| Fiber Reinforced Surface Treatment | \$ _____ /Sq. Yard | X | _____ Sq. Yards | = | \$ _____ |
| Liquid Bituminous Material (FOB Plant) | \$ _____ /Gallon | X | _____ Gallons | = | \$ _____ |
| Heat/Haul/Apply Liquid Bituminous Material | \$ _____ /Gallon | X | _____ Gallons | = | \$ _____ |
| Mobilization | \$ _____ /Sq. Yard | X | _____ Sq. Yards | = | \$ _____ |
| Cover Sand in Place | \$ _____ /Sq. Yard | X | _____ Sq. Yards | = | \$ _____ |
| Liquid Bituminous Material (Fog Seal) | \$ _____ /Gallon | X | _____ Gallons | = | \$ _____ |
| Additional Flaggers _____ # of days | X \$ _____ /Day | X | _____ # of Flaggers | = | \$ _____ |
| PRICE FOR OCP INSURANCE (\$1,000,000/occurrence; \$2,000,000 in the aggregate) | | | | = | \$ _____ |
| TOTAL PROJECT COST | | | | = | \$ _____ |

Can Vendor Supply? YES NO Can Vendor meet Schedule? YES NO
 Vendor Signature _____ Date _____
 Agency Comments* _____

This form must be sent to the contractors within the proximity of the project.

* Explain under "Agency Comments" any rejection of lowest price.

NOTE: Since price adjustments will be charged/credited to all invoices (after the work is finished), price adjustments are not a factor to be considered when offering pricing. Any reduction in prices must be based on the actual awarded price for each item in the contract.

(continued)

GENERAL INFORMATION (Cont'd)

CONTRACTOR INSURANCE:

PROOF OF INSURABILITY - At the time of bid submission or shortly after the opening of bids, the Contractor shall provide a Certificate of Insurance evidencing that it has the following insurance coverages at the time of the bid opening, with the following limits, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies) naming the People of the State of New York, its officers, agents, and employees as additional insured's thereunder. Such insurance shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers authorized or licensed to do business in New York State, and must be rated at least "A-" Class "VIP" in the most recently published Best's Insurance Report. Such Certificates shall be in the form and substance acceptable to OGS. **In the block provided in the Certificate for insertion of "Description of Operation", the Contractor shall reference Invitation for Bids # 21639:**

- a) Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 1. If such insurance contains an aggregate limit, it shall apply separately on a per job basis.
- b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act must be included. The Alternate Employer Endorsement WC 00 03 01A must be included on the policy naming the People of the State of New York as the alternate employer for only those contractors offering the leasing or rental of equipment with operators. Vendors should verify their proof of coverage at the NYS Workers' Compensation Board (WCB) web site. The workers compensation and disability benefits coverage MUST be in effect on this website before a contract will be awarded.

For access to the Workers' Compensation Board website, use the following link.
<http://www.wcb.state.ny.us/icpocinq/icpocdisclaimer.jsp>

- c) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

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

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

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

Authorized User Agency
Address as stated on purchase order

and shall name The People of the State of New York, its officers, agents, and employees as additional insureds thereunder. The additional insured requirement does not apply to Workers Compensation or Disability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by the Agency. Such approval shall not be unreasonably withheld.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Agency and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

(continued)

GENERAL INFORMATION (Cont'd)

CONTRACTOR INSURANCE: (Cont'd)

ADDITIONAL INSURANCE REQUIREMENTS AFTER AWARD - (Cont'd)

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

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

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

a) Commercial General Liability

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

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

b) Commercial Automobile Liability

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

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

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

ADDITIONAL OCP INSURANCE - Bidder understands and agrees by submitting a bid to this IFB that any Authorized User, in particular the New York State Department of Transportation (NYSDOT) may also require Owners and Contractors Protective Insurance Coverage (OCP) in addition to the above-referenced insurance. **The OCP insurance required shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.**

The request for OCP shall be indicated by the Authorized User on the Quick Quote form. All Quick Quotes submitted must state the cost for such coverage which will be included as part of the Total Cost per Project, and evaluated accordingly by the Authorized User.

(continued)

GENERAL INFORMATION (Cont'd)

METHOD OF AWARD:

Only timely bids will be considered in the awarding of a contract except where it may be proven there is no DOT approved source of supply within a reasonable distance and/or that it would create a hardship to require travel to secure products. Bid prices will be evaluated at the time of bid opening on the following basis:

1. An "average price" per specification item shall be calculated based on the price of all bids submitted. The average price will be three decimal places. If a bid is ultimately rejected because it did not meet specification, pricing will not be recalculated. However, in those instances where the rejected bidder's pricing results in less than one bidder for a geographic region, the rejected bidder's pricing will be removed and not considered a part of the calculation.
2. Any bid that exceeds the "average price" by more than 50% will be made Award Pending unless it is apparent that application of 50% would be unreasonable due to higher market prices of a geographic location. Under such circumstances at the discretion of the Commissioner bids may be considered by geographic location and an average price determined to address pricing in such geographic location.
3. A "revised average price" per specification item shall be calculated after removal of those over 50%. Bid prices over the 50% criteria that have been given consideration due to geographic location will not be part of the "revised average price".
4. Any remaining bids that do not exceed the "revised average price" increased by 20% shall receive a contract award. **All pricing recommended for award will be subject to comparison to previous years' pricing and current market trends.**
5. Any contractor given an "Award Pending" for a material item may become eligible for award by reducing their price(s) within the parameters of paragraph #4 above. **Acceptable revised pricing for material items shall be considered up to thirty days after date issued that appears on the original Contract Award Notification and again 30 days thereafter.** A supplemental award(s) shall then be published to incorporate contractors whose material pricing is determined to be acceptable.
6. Any contractor given an "Award Pending" for an "optional" item may become eligible for award by reducing its price(s) within the parameters of paragraph # 4 above. Acceptable revised pricing for "optional" items will not have time restrictions and will be handled by issuance of Purchasing Memoranda.

The following are optional items:

- PRICE PER SQUARE YARD FOR MOBILIZATION FROM CONTRACTOR'S LOCATION TO PROJECT LOCATION (LESS THAN 500 AADT)
- PRICE PER SQUARE YARD FOR MOBILIZATION FROM CONTRACTOR'S LOCATION TO PROJECT LOCATION (MORE THAN 500 AADT)

All pricing recommended for award based on the above criteria will be subject to comparison to previous years pricing and current market trends.

No Award on Individual Listing - The State reserves the right to reject an obviously unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award would be made on the remaining items. The determination of an unbalanced bid shall be at the sole discretion of the State. Options contained in this paragraph shall also be at the State's sole discretion.

SUPERVISION

The contractor is solely responsible for the control and application of materials and other related operations. The State or political subdivision shall designate a fiber reinforced surface treatment supervisor who will monitor the contractor's operations. The contractor shall inform the fiber reinforced surface treatment supervisor of substantial deviations from these specifications. All orders pertaining to work zone traffic control from the fiber reinforced surface treatment supervisor to the contractor shall be binding on the contractor. The following portions of Section 105 - CONTROL OF WORK of the Standard Specifications shall apply to these projects: 105-01 STOPPING WORK, 105-08 COOPERATION BY THE CONTRACTOR, 105-15 CONTRACTOR'S RESPONSIBILITY FOR WORK.

(continued)

GENERAL INFORMATION (Cont'd)

PRE-FIBER REINFORCED SURFACE TREATMENT CONFERENCE

The contractor shall schedule a pre-fiber reinforced surface treatment Conference with the State or political subdivision at least two weeks prior to the start of work under this contract. Project Level supervisors for both the owner agency and the vendor should be present at this conference. At this conference the contractor shall present their proposed fiber reinforced surface treatment schedule, mix design, numbers and type of equipment, and fiber reinforced surface treatment procedure and Work Zone Traffic Control Plan to the State or political subdivision for approval. The mix design must clearly show the quantity in gallons per square yard of fog seal (if used), the quantity in pounds per square yard of cover sand (if used), the quantity in gallons and the type of liquid bituminous material per square yard, the quantity in pounds per square yard of aggregate, percent of polymer used to modify the asphalt emulsion, and the design curing time. All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project. Adjustments may be required during construction based on field conditions and with the approval of the State or political subdivision.

The contractor shall also furnish the State or political subdivision copies of the calibrations of the liquid bituminous material distributor and the aggregate spreader at this time. The contractor shall indicate the aggregate source and the necessity of fog sealing at this conference. At least one week prior to the start of work under this contract, the contractor shall coordinate the details of the fiber reinforced surface treatment with the owner's representative.

METHOD OF ORDERING:

Orders for the purchase of material will be placed with the contractor whose source of supply offers the lowest ultimate cost (including hauling costs) to the State at the destination.

STORAGE FACILITY:

The contractor shall supply liquid bituminous material in the quantity and date specified on the order. The storage facility shall be approved by NYS DOT in the current calendar year before liquid bituminous material can be supplied.

DELIVERY:

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

Default (Failure to Furnish Material) - Clause 45 of the General Specifications is modified as follows: Failure to furnish material within ten days after receiving order or as agreed upon with authorized representative or violation of shipping instructions, shall be cause for and entitle the State (1) to damages which in its judgment have resulted, or (2) to purchase in the open market at the expense of the contractor. At the discretion of the State, one or both of these courses of action may be followed.

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

1. Storage facility identification
2. Ticket Number
3. Date/time
4. Item Number and Type
5. Quantity ticket printed by machine
6. Quantity in 60° F gallons for emulsions.

Quantity Received - It is the responsibility of the agency to ascertain quantities shipped are accurate to the delivery ticket. Each vehicle should be checked for product upon arrival and prior to departure.

Sampling, Testing, Inspection and Reporting - All liquid bituminous material intended for use on State agency and non-State agency projects shall be sampled, tested, inspected, certified and shipped in accordance with NYS DOT Materials Method N.Y. 8.1, 8.2 and 8.3 and addenda. The State reserves the right to inspect liquid bituminous material supply facilities and the equipment of any successful bidder at any time for conformance with the requirements listed herein; if deficiencies are found, such deficiencies shall be corrected within 10 days or the contractor will be considered in default.

(continued)

GENERAL INFORMATION (Cont'd)

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

CONTRACT PERIOD AND RENEWALS:

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

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

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

SHORT TERM EXTENSION:

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

CANCELLATION FOR CONVENIENCE

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

ESTIMATED QUANTITIES:

Each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

(continued)

GENERAL INFORMATION (Cont'd)

CONTRACT MIGRATION:

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

EMERGENCY PURCHASING:

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

PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS:

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid.

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:

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

Enter **2008009426**, the applicable Prevailing Wage Rate Schedule for this project, and press the "Enter" key or click on "Submit". Next, click on "Original Wage Schedule" beneath the header. This schedule is IN EXCESS OF 2,000 pages in length and may require several minutes to open.

For Prevailing Wage Updates, use the following DOL link:

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

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

PAYMENT:

General - Payment for fiber reinforced surface treatment in place shall be made at the contract price per unit bid for the actual number of square yards of fiber reinforced surface treatment in place including work zone traffic control and the actual number of gallons of asphalt emulsion at 60°F verified by the State or receiving political subdivision and used in the accepted portion of the work and for the actual number of square yards of cover sand used in the accepted portion of the work. Payment for additional flaggers (if required) will be made based on the number of days (computed to the nearest quarter day) that additional flaggers are utilized as directed by the engineer or agency authorized individual. The determination as to quantities involved in any contract shall be accepted as final and binding upon the contractor.

Quantities Delivered - A delivery slip stating quantities of liquid bituminous material shall accompany each shipment. An invoice listing the quantities of fiber reinforced surface treatment in place and liquid bituminous material shall be sent promptly by the contractor to the State's resident engineer or to the political subdivision's representative placing the order. Measurement shall be based on the volume of the liquid bituminous material at a temperature of 60°F. The temperature/volume correction to obtain the correct volume at 60°F shall be 0.00025 gallons per degree F for all asphalt emulsions.

It is the responsibility of the agency to ascertain quantities shipped are accurate to the delivery ticket. Each vehicle should be checked for product upon arrival and prior to departure.

(continued)

GENERAL INFORMATION (Cont'd)

PAYMENT FOR MOBILIZATION FROM CONTRACTOR'S LOCATION TO PROJECT LOCATION AND TO HEAT, HAUL, AND APPLY BITUMINOUS MATERIAL WITH CONTRACTOR'S EQUIPMENT

Payment for mobilization from contractor's location to project location shall be made based on the actual number of accepted square yards of fiber reinforced surface treatment in place at the locations indicated by the State's Resident Engineer or political subdivision's representative at the contract price for mobilization from contractor's location to project location per square yard of fiber reinforced surface treatment for the appropriate distance and quantity range. Payment for heating, hauling and applying bituminous material from contractor's location to project location shall be made for the actual number of gallons of asphalt emulsion at 60°F at the appropriate price bid for the actual distance to the project verified by the State or receiving political subdivision and used in the accepted portion of the work.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter. The Grand Total Sales Reports for State and Non-State Agencies are due at the same time the procurement fee is payable to the Department of Taxation and Finance, where applicable.

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

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

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

The report is to be submitted electronically in Microsoft Excel 2003 or lower format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

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

WORK HOURS

Work will not be permitted on Sundays and Holidays. If the contractor desires to work overtime on other days, dispensation from the NYS Labor Department must be obtained using Department of Labor Form PW-30 (5/93).

CONSTRUCTION DETAILS

The construction details shall comply with the requirements specified in the enclosed DETAILED SPECIFICATION. The contractor shall inform the fiber reinforced surface treatment Supervisor of significant deviations from the specifications.

RESTORATION OF DISTURBED AREAS

During the course of the work the contractor shall take reasonable care not to disturb areas outside the existing pavement. Any areas disturbed by the contractor shall be returned to their original condition at no expense to the owner. Any and all debris generated as part of the work shall be removed by the contractor upon completion of the project.

(continued)

GENERAL INFORMATION (Cont'd)

DAMAGED OR DEFICIENT AREAS

Prior to acceptance and payment for the fiber reinforced surface treatment by the State or political subdivision, any fiber reinforced surface treatment that ravel, delaminates, fails to properly cure, or is in any way defective shall be redone to the satisfaction of the State's or political subdivision's representative at the contractor's expense. After acceptance, the terms and conditions of the section of this Invitation for Bids entitled BONDING REQUIREMENTS, Section A, Item 1, Maintenance Material Bond shall control when the contractor shall repair all defective fiber reinforced surface treatment.

DAMAGE CLAIMS

Sub-Section 107-09, Damage, of the Standard Specifications shall apply to this contract except as modified herein. The contractor's responsibility for damage includes, but is not limited to, all claims of damages to vehicles and/or injuries to bicyclists or pedestrians traveling on the highway right of way of roads surface treated under this contract caused by loose stone and/or excess bituminous material until final acceptance by the State or political subdivision. Final acceptance of the fiber reinforced surface treatment project shall not occur until 72 hours after the completion of the fiber reinforced surface treatment project. The contractor shall supply the owner's representative with a name and address where damage and/or injury claims should be sent.

WORK ZONE TRAFFIC CONTROL

The contractor shall be responsible for work zone traffic control in accordance with Sections 619-1 through 619-3 of the Standard Specifications and the Manual of Uniform Traffic Control Devices (MUTCD). The contractor shall submit a Work Zone Traffic Control Plan for approval to the owner's representative at the Pre Fiber Reinforced Surface Treatment Conference. For two-way roadways, Figure TAST-C6 may be used as a basis for development of a Work Zone Traffic Control Plan. Significant deviations from the Work Zone Traffic Control Plan without prior approval of the resident engineer or political subdivision representative shall be cause to stop the work until the deviations are corrected to the satisfaction of the State's resident engineer or political subdivision representative.

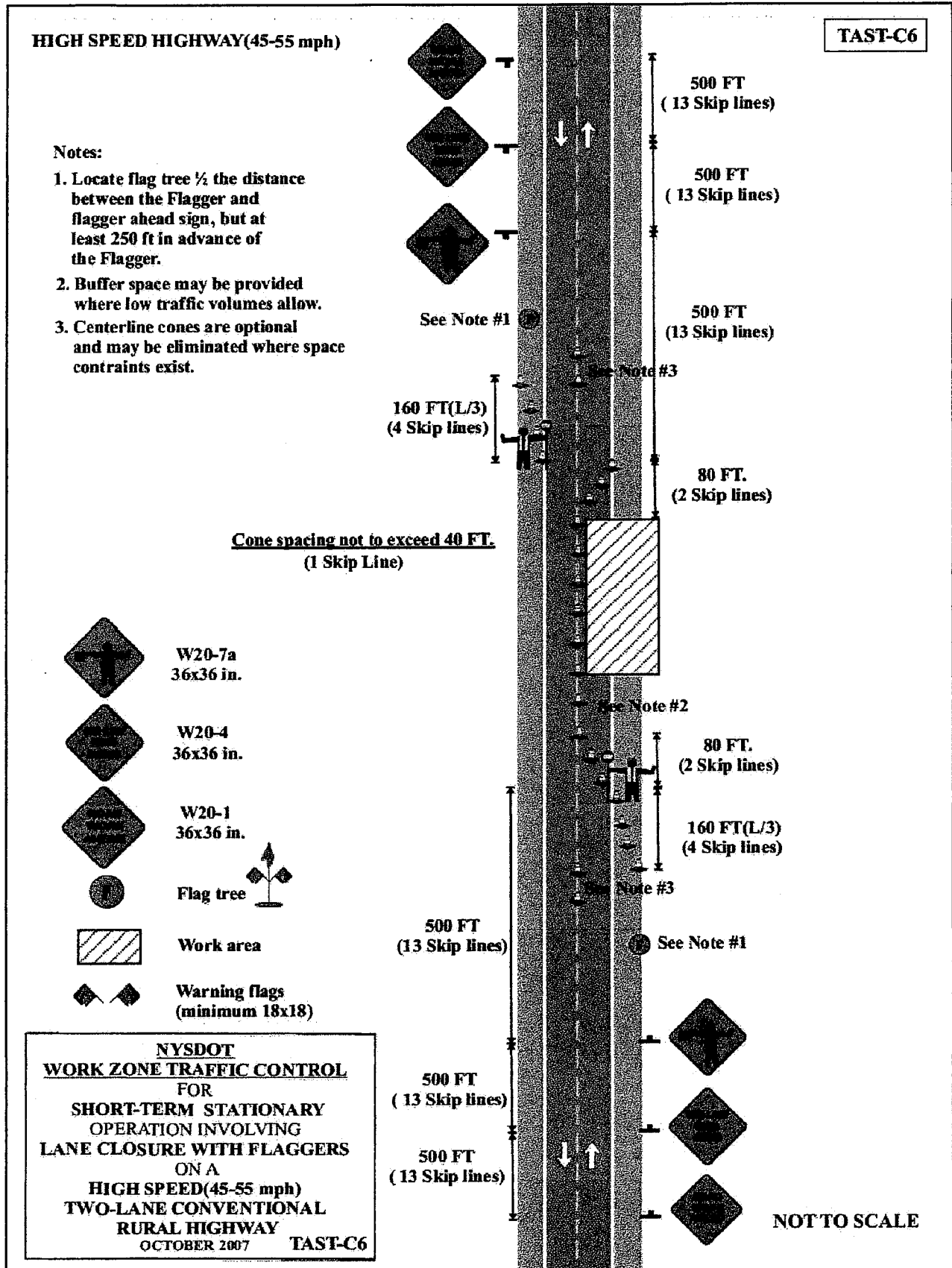
All necessary flaggers for traffic control shall be provided by the contractor. A minimum of three flaggers shall be provided while the fiber reinforced surface treatment operation is underway. One shall be stationed at each end of the operation and one shall be stationed with the aggregate spreader. The contractor shall station flaggers such that communication is maintained between the flaggers. Hand signals, radios, or some other means of communication may be used subject to the approval of the owner.

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 hours after placement of the fiber reinforced surface treatment by the use of two-way radio equipped patrol vehicles. All patrol vehicles shall be equipped with construction signs meeting the requirements of Section 6F.54 of the Manual of Uniform Traffic Control Devices. The required number of two-way radio equipped patrol vehicles shall be as follows:

| <u>Lane Miles Length of Surfacing for past 4 hours</u> | <u>Number of Patrol Vehicles</u> |
|--|--------------------------------------|
| 1.0 | 1 |
| 2.0 | 3 |
| 3.0 or more | 4 |

Immediately after completion of fiber reinforced surface treatment, W9-7 LOOSE GRAVEL signs with a 30 MPH W13-1 advisory speed panel shall be installed at ½ mile intervals for a period of three days. LOOSE STONE signs may be used until inventories are depleted, but all signs purchased after September 10, 2007 shall read LOOSE GRAVEL.

(continued)



(continued)

GENERAL INFORMATION (Cont'd)

WORK ZONE TRAFFIC CONTROL (Cont'd)

The contractor shall provide construction signs as specified in Section 619-1 through 619-3 of the Standard Specifications and in the MUTCD. At a minimum the contractor shall install the following permanent construction signs supplemented by temporary signs as needed:

| SIGN | MINIMUM SIZE | LOCATION |
|--|------------------------|---|
| ROAD WORK NEXT _____ MILES | G20-1 36" X 18" | On main line upstream of project in each direction |
| END ROAD WORK | G20-2 36" X 18" | On main line after end of project in each direction |
| ROAD WORK 500 FT. or AHEAD | W20-1 36" X 36" | On main line 500 feet in advance of the affected highway segment in each direction and on major intersecting roads 300 - 500 feet in advance of main line. Signs should be covered if in conflict with temporary signing in the vicinity. |
| DO NOT PASS | R4-1G 24" X 30" | Spaced every 1000 feet along project in each direction (if centerline tracks are used instead of temporary pavement markings) |
| NO CENTER STRIPE | W8-12 36" X 36" | On mainline spaced every 2 miles along project in each direction and after every major intersecting road (if centerline tracks are used instead of temporary pavement markings) |
| LOOSE GRAVEL (LOOSE STONE - superseded text - use up old signs) | W8-7 30" X 30" | On main line at start of project and at 1 mile intervals along project. |
| 30 MPH | W13-1 18" X 18" | Mounted on W8-7 LOOSE GRAVEL or LOOSE STONE sign |
| PILOT VEHICLE FOLLOW ME | G20-4 36" X 18" | On back of pilot vehicles. |

Major intersecting roads are defined as through State, County, Town, Village, or City roads. The contractor may provide portable signs as shown in Figure 6F-2 of the MUTCD and meeting the requirements of Section 619 of the Standard Specifications for lane closures during work hours.

With prior permission of the State's Resident Engineer or political subdivision's representative, the vendor may provide portable signs as shown in Figure 6F-2 for the above referenced DO NOT PASS and NO CENTER STRIPE signs. Signs left active at night shall be rigid and reflectorized in accordance with the Standard Specifications. The vendor shall be responsible for assuring that these signs will be in their upright, visible positions 24 hours a day.

(continued)

GENERAL INFORMATION (Cont'd)

WORK ZONE TRAFFIC CONTROL (Cont'd)

The contractor shall install and maintain temporary pavement markings on any pavement surface without permanent pavement markings, treated using this contract, before opening it to traffic, before nightfall or before the end of the workday, whichever comes soonest except for areas that are open during the work shift with channelizing devices or flaggers. Temporary pavement markings shall meet the requirements of Section 619 of the Standard Specifications. As indicated in Section 619-3.06 C., 2-lane, 2-way highways may be left unmarked for a maximum of 3 calendar days provided that NO CENTER STRIPE (W8-12) and DO NOT PASS (R4-1) signs are used in conjunction with centerline tracks installed on a 40-foot cycle to delineate the centerline location at no additional cost to the State.

All costs for work zone traffic control including flagging, temporary pavement marking, patrol vehicles with drivers, and construction signs are to be included in the price bid per square yard for the fiber reinforced surface treatment and for the cover sand (if used). No separate payment shall be made.

The work zone traffic control provisions in this section shall apply for any work performed pursuant to the Maintenance Materials Bond.

Special Note: WORK ZONE INTRUSION INITIATIVE

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

Channelizing Device Spacing Reduction

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

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

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

In long lane or shoulder closures, at least two channelizing devices shall be placed transversely at maximum 800-foot intervals to discourage traffic from driving through the closed lane.

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

Flagger Station Enhanced Setups

Additional cones and a flag tree meeting section 6F.57 of the MUTCD shall be used upstream of flagger stations to provide added warning to drivers. These devices shall be used for flagger stations except those that are constantly moving or are in use at one location for no more than a few minutes. If the W20-7a Flagger sign is required, the additional cones and flag tree shall also be used.

Drawing TAST-C6 provides additional details on the Flagger Station Enhanced Setup.

ADDITIONAL FLAGGERS FOR WORK ZONE TRAFFIC CONTROL

If the engineer or agency authorized individual determines that more than 3 flaggers are necessary to properly control traffic on 2-way roadways or more than 2 flaggers are necessary to properly control traffic on 1-way roadways, the vendor shall provide additional flaggers under the Additional Flaggers item. The price bid per flagger per day shall include all costs of providing a flagger where directed by the engineer or agency authorized individual with all the necessary safety equipment, i.e. stop/slow paddle, flag, vest, hardhat, etc. Payment shall be by the day for each flagger provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. No extra payment shall be provided if the vendor elects to work a longer day than the standard eight hour work day. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual.

(continued)

DETAILED SPECIFICATIONS

ITEM NUMBER 410.0401FR - FIBER REINFORCED SURFACE TREATMENT

DESCRIPTION

Fiber Reinforced Surface Treatment (FRST) is a single course bituminous surface treatment consisting of asphalt emulsion, in-place chopped fibers, and coarse aggregate applied to a paved surface. All necessary pavement repairs, crack sealing, joint sealing, and utility adjustments will be accomplished by others. A one year warranty and performance bond applies to this specification.

This treatment should not be used on pavements with two-way traffic AADT's greater than 8,000 for 2 or 3 lanes, and 13,000 for more than 4 lanes.

MATERIALS

Asphalt Emulsion. § 702 – Bituminous Materials, asphalt emulsion shall conform to 702-4702, CRS-2p.

Aggregates. The aggregate shall conform to the requirements of § 703-02, Coarse Aggregate and be from an approved source. The aggregate size shall be No. 1ST, or No. 1A.

Use aggregate meeting one of the following requirements:

1. Limestone, dolomite or a blend of the two containing at least 20.0% acid insoluble residue content.
2. Dolomite.
3. Sandstone, granite, chert, trap rock, ore tailings, or other non-carbonate materials.
4. Gravel, or a natural or manufactured blend of two or more of the following types of material; limestone, dolomite, gravel, sandstone, granite, chert, trap rock, ore tailings, slag or other similar materials meeting the following requirements
 - Non-carbonate plus 1/8" particles must comprise a minimum 10% of the total aggregate (by weight with adjustments to equivalent volumes for materials of different specific gravities).
 - For Size 1A a minimum of 20% of plus #4 particles must be non-carbonate.
 - For Size 1 ST a minimum of 20% of plus 3/8" particles must be non-carbonate.

Fiber. Use fiber conforming to E Class fiberglass.

EQUIPMENT

All equipment shall be maintained in satisfactory working condition at all times.

Self-propelled Rotary Power Broom. The self-propelled rotary power broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

Bituminous Material and Fiber Distributor. The liquid bituminous fiber applicator can be mounted on a vehicle or attached as a trailer. The applicator shall comprise of an open bottomed spray bar housing, a fan or blower producing a down draft in the housing, and at least one spray bar mounted on the housing extending transversely in the direction of movement of the vehicle. The applicator shall have nozzles spaced longitudinally along the spray bar, means for controlling the nozzles, and a number of sources for dispensing cut in-place glass fiber, typically 6cm on length, through the open bottomed housing.

The applicator shall have been calibrated within the previous 12 months for transverse and longitudinal distribution application rates according to ASTM D2995, Practice for Determining Application Rate of Bituminous Applicator. The bituminous fiber applicator shall be equipped, maintained, and operated so that the bituminous material can be applied at controlled rates from 0.02 to 0.55 gals./SY, and the fiber applied at controlled rates from 0.17 to 0.22 lbs/SY.

Aggregate Spreader. The Aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of 6 inches wider than the width of the lane to be treated. The spreader shall be calibrated, within the previous 12 months, for transverse and longitudinal application using several sheets of canvas each being 1 x 3 feet and a portable scale, similar to ASTM D2995, for bituminous distributors.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

FIBER REINFORCED SURFACE TREATMENT (Cont'd)

EQUIPMENT (Cont'd)

Pneumatic Tire Rollers. The pneumatic tire rollers shall have a minimum ballasted weight of 10 tons. The pneumatic tire rollers shall be self-propelled and have oscillating wheels with smooth tread tires. The tire pressure for all wheels shall be uniform ± 2 psi. Supply a sufficient number of rollers to permit proper rolling of the FRST.

CONSTRUCTION GUIDELINES

Surface Preparation. Perform all surface preparation prior to applying the wearing course.

1. Thoroughly clean the entire area to be overlaid. The surface of the pavement should be free of dirt, oil, and other foreign materials. Remove all debris and standing water.
2. Cover all manhole covers, water boxes, catch basins, and other such utility structures within the area being treated with plastic, building felt, or other material approved by the Engineer. Remove the covers each day.

Application. The FRST shall not be applied when weather conditions are unfavorable to obtaining a uniform spread. Construction shall proceed only when the atmospheric temperature is at least 50° F and rising. Only place FRST during the period from May 1st to the last Saturday in August.

Longitudinal joints shall be true to line and parallel to centerline. Ensure that longitudinal joints will correspond with the edges of the proposed traffic lane. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same, and free from ridges and depressions. Longitudinal joints shall be overlapped from 4 to 6 inches.

Construction equipment or other vehicles shall not drive on the uncovered asphalt emulsion and fiber mixture. Bituminous material and fiber shall be spread uniformly by the distributor. Coarse aggregate shall be spread uniformly by the spreader. The Contractor shall determine the target application rates, typically 0.40 - 0.60 Gals/SY for asphalt emulsion, 0.17 - 0.22 lbs/SY for fibers, and 19 - 26 lbs/SY for coarse aggregate. Any deficient areas shall be covered with additional material.

The fiber and bituminous material shall not be applied more than 150 feet in advance of the self-propelled aggregate spreader. The distributor, when not spreading, shall be parked so that the spray bar or mechanism will not drip on the surface of the traveled way.

During application, adequate provision shall be made to prevent marring and discoloration of adjacent pavements, structures, vehicles, foliage or personal property.

Rolling. Pneumatic tire rolling shall begin immediately. Initial coverage shall be completed within 5 minutes of the application of the FRST and shall be continued until three complete coverages are obtained within 30 minutes of the application. Pneumatic tire rollers shall come to a complete stop prior to reversing direction. Transverse and longitudinal laps shall be constructed to ensure that the texture of the finished surface is uniform and continuous.

Sweeping. After the aggregate has been rolled and embedded into the asphalt emulsion and fiber mixture, all loose material shall be swept using the self-propelled rotary power broom.

Opening to Traffic. The Contractor will decide when traffic may be permitted on the FRST.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

BONDING REQUIREMENTS:

- A. Within 10 calendar days of receipt of a purchase order from the State or political subdivision, the contractor shall provide the State agency or political subdivision the following:
1. **Maintenance Material Bond.** A bond in the form similar to the sample included in this Invitation for Bids with sufficient sureties approved by the State's resident engineer or political subdivision representative guaranteeing replacement of deficient material in the form included in this Invitation for Bids. This bond shall remain in place for one year after final acceptance of the project by the State or political subdivision or until August 1 of the year following completion of the project whichever is later.
 2. **Amount of Bond.** The amount of the Maintenance Material Bond shall be 100% of the amount of the project's cost.
 3. **Requirements of Bonds.** All Bonds shall be issued by a surety company approved by NYSDOT and authorized to do business in the State of New York as a surety.
- B. The procedure of the Maintenance Material Bond shall be as follows:
1. No later than June 1 of the year following the State's or the political subdivision's acceptance of work completed under this contract, the State or political subdivision will evaluate the project for aggregate retention, flushing or bleeding, aggregate embedment and bonding to the existing pavement.
 2. The contractor agrees to repair all areas that demonstrate less than 90% aggregate retention, as determined by the State or political subdivision, on the overall project caused by improper workmanship and/or defective materials. In addition, the contractor agrees to repair individual areas that are flushed or bleeding, as determined by the State or political subdivision, caused by improper workmanship and/or defective materials irrespective of the percent of aggregate retained. Such repairs, however, shall not include any damage resulting from any forces or circumstances beyond the control of the contractor. The evaluation of the fiber reinforced surface treatment shall be made by the State's resident engineer or the political subdivision's representative as appropriate. If the contractor does not agree with the evaluation it may appeal to the State's Regional Transportation Maintenance Engineer or political subdivision representative's supervisor whose decision shall be final.
 3. On or before June 10 in the year immediately following the State's or political subdivision's acceptance of the fiber reinforced surface treatment project, the State or political subdivision shall notify the contractor of any areas deemed deficient by the State or political subdivision. The contractor will initiate and complete the remediation within 30 days of notification.
 4. Prior to the performance of repairs in the field, the contractor shall supply the State's resident engineer or political subdivision's representative with copies of all applicable insurance certificates. During the performance of any necessary repairs, the contractor shall comply with the all provisions of the original contract including among other things the Work Zone Traffic Control provisions.

(continued)

SAMPLE

MAINTENANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS, That we, (hereinafter called the "PRINCIPAL")
_____ of
_____, and _____ of
_____ (hereinafter called the "SURETY") are held and firmly bound unto the people of the
State of New York in the full and just sum of _____ Dollars
(\$ _____) good and lawful money of the United States of America, to the payment of which said sum of
money, well and truly to be made and done the said PRINCIPAL binds itself, its heirs, executors, administrators or assignees
and the SURETY binds itself, its successors or assigns, jointly and severally, firmly by these presents.

Signed dated this _____ day of _____, 200__.

WHEREAS, the PRINCIPAL has entered into a certain written contract bearing date on the _____ day of
_____, 200__, with the People of the State of New York for the improvement of _____,
in the County of _____, New York.

NOW THEREFORE, the PRINCIPAL warrants the workmanship and all materials used in the work and agrees that
during the guarantee period of one year beginning after final acceptance by the State or political subdivision or until August 1
of the year following acceptance of work completed under the contract, whichever is later, it will, at its own expense make
repairs which may become necessary by reason of improper workmanship or defective materials as per the following
procedure:

1. No later than June 1 of the year following the State's or the political subdivision's acceptance of work completed
under the contract, the State or political subdivision will evaluate the project for aggregate retention, flushing or
bleeding, aggregate embedment and bonding to the existing pavement.
2. The PRINCIPAL agrees to repair all areas that demonstrate less than 90% aggregate retention, as determined by
the State or political subdivision, on the overall project caused by improper workmanship and/or defective
materials. In addition, the PRINCIPAL agrees to repair individual areas that are flushed or bleeding, as determined
by the State or political subdivision, caused by improper workmanship and/or defective materials irrespective of the
percent of aggregate retained. Such repairs, however, shall not include any damage resulting from any forces or
circumstances beyond the control of the PRINCIPAL. The evaluation of the fiber reinforced surface treatment shall
be made by the Resident Engineer or the political subdivision representative as appropriate. If the PRINCIPAL
does not agree with the evaluation it may appeal to the Regional Transportation Maintenance Engineer or political
subdivision representative's supervisor whose decision shall be final.
3. On or before June 10 in the year immediately following the State's or political subdivision's acceptance
of the fiber reinforced surface treatment project, the State or political subdivision shall notify the PRINCIPAL of
any areas deemed deficient by the State or political subdivision. The PRINCIPAL will initiate and complete the
remediation within 30 days of notification.
4. Prior to the performance of repairs the PRINCIPAL shall supply the Resident Engineer or political subdivision
representative with copies of all acceptable insurance certificates. During the performance of any necessary repairs,
the PRINCIPAL shall comply with the all provisions of the original contract including among other things the
Work Zone Traffic Control provisions.

(continued)

S A M P L E

MAINTENANCE BOND (Cont'd)

In the event of the failure of performance by the PRINCIPAL who has failed to make repairs which may become necessary by reason of improper workmanship or defective materials, said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the State or political subdivision, to commence such repairs within five (5) days of notification by the State or political subdivisions of such failure by the PRINCIPAL. Such repairs shall be performed in accordance with the provisions of the current contract which require among other provisions that the SURETY shall provide necessary Work Zone Traffic Control as well as provide the required insurance before any work is conducted.

In the event both the SURETY and the PRINCIPAL fail to perform such repairs, the State or political subdivision shall cause the repair to be completed by others and the SURETY and PRINCIPAL shall be jointly and severally liable for such costs.

And the said SURETY thereby stipulates and agrees that no change, extension, alteration, deduction or addition in or to the terms of the said contract or the plans or specifications accompanying same, shall in any way affect the obligations of said SURETY of its bond.

PRINCIPAL _____

BY _____

SURETY _____

BY _____

(continued)

**GROUP 31508 – LIQUID BITUMINOUS MATERIALS
(Fiber Reinforced Surface Treatment) (All State Agencies and Political Subdivisions)**

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY INFORMATION IN THE BOX BELOW

Bidder:
Location of Storage Facility - Street Address:
NYS DOT Facility No.:
City:
State and Zip Code:
County:

| |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |

Item 410.0401FR Fiber Reinforced Surface Treatment In Place:

5,000 to 12,000 S.Y.

\$ _____/S.Y.

12,001 to 35,000 S.Y.

\$ _____/S.Y.

35,001+ S.Y.

\$ _____/S.Y.

Cover Sand (In Place):

\$ _____/S.Y.

Liquid Bituminous Material [FOB Plant]:

\$ _____/Gals.

Liquid Bituminous Material [Fog Seal] [FOB Plant]:

\$ _____/Gals.

Price additional for additional flaggers per day per flagger:

\$ _____/Day

PRICE, PER GALLON, TO HEAT, HAUL, AND APPLY THE LIQUID BITUMINOUS MATERIALS FROM THE - CONTRACTOR'S STORAGE FACILITY TO THE PROJECT:

MILES

PRICE PER GALLON

0-30

\$ _____/Gals.

31-60

\$ _____/Gals.

61-90

\$ _____/Gals.

91+

\$ _____/Gals.

PRICE PER SQUARE YARD FOR MOBILIZATION FROM CONTRACTOR'S LOCATION TO PROJECT LOCATION

SQUARE YARDS OF FIBER REINFORCED SURFACE TREATMENT

MILES

5,000-12,000 S.Y.

0-30

\$ _____/S.Y.

31-60

\$ _____/S.Y.

61-90

\$ _____/S.Y.

91+

\$ _____/S.Y.

MILES

12,001-35,000 S.Y.

0-30

\$ _____/S.Y.

31-60

\$ _____/S.Y.

61-90

\$ _____/S.Y.

91+

\$ _____/S.Y.

MILES

35,001+ S.Y.

0-30

\$ _____/S.Y.

31-60

\$ _____/S.Y.

61-90

\$ _____/S.Y.

91+

\$ _____/S.Y.

(continued)

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

| |
|--------|
| Bidder |
|--------|

NOTES TO BIDDERS: FAILURE TO ANSWER THE QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID.

- Are prices quoted the same as or lower than those quoted other corporations, institutions and government agencies (including GSA/VA contracts) on similar products, quantities, terms and conditions? See "Best Pricing Offer" in Appendix B, OGS General Specifications.
If "NO", please explain on a separate sheet.
- Do you propose to use any subcontractors to transport, haul or apply liquid bituminous materials?
- If "YES", please furnish list.
- Does your permanent storage facility have a minimum storage capacity of 10,000 gallons for each type of material bid?
- Does bidder offer Electronic Access Ordering (EDI)?
- If awarded a contract, will bidder accept the New York State Procurement Card for orders not to exceed \$15,000.00?
- If bidder limits the maximum acceptable card amount to less than \$15,000, please indicate the maximum amount:

Additional discount for purchases made with the NYS Procurement Card:
- Are any products offered manufactured from recycled materials?

___ YES ___ NO

___ YES ___ NO

___ YES ___ NO

___ YES ___ NO

___ YES ___ NO

\$ _____

___ %

___ YES ___ NO

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

| |
|---------------|
| Bidder |
|---------------|

NOTES TO BIDDERS: (Cont'd)

- Person or persons to contact for expediting
New York State contract orders:

Name: _____

Title: _____

Telephone Number: () _____

Toll Free Telephone Number: () _____

Fax Number: () _____

Toll Free Fax Number: () _____

E-Mail Address: _____

- Person or persons to contact in the event of an emergency
occurring after business hours or on weekend/holidays:

State Normal Business Hours (Specify M-F, Sat, Sun): _____

Name: _____

Title: _____

Telephone Number: () _____

Fax Number: () _____

Pager Number: () _____

Cellular Telephone Number: () _____

E-Mail Address: _____

(continued)

PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder

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BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Is your company a Minority or Women-Owned Business Enterprise, certified in accordance with Article 15A of the New York State Executive Law as defined below?
2. Is your company listed in the Empire State Development Directory of Certified Minority and Women Owned Businesses?

http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

NOTE: Contractors certified **and** listed in the Empire State Development's Directory of Certified Minority and Women-Owned Business Enterprises* will be identified by OGS as MBEs and/or WBEs in the OGS Contract Award Notification upon award of the contract.

*For further information and or application please contact New York State Department of Economic Development, Division of Minority and Women-Owned Business Enterprise at 518-292-5250 (Albany) or 212-803-2414 (New York City).

"Minority or Women-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

- (a) at least fifty-one percent owned and controlled by the minority members and/or women;
- (b) an enterprise in which such minority and/or women ownership interest is real, substantial and continuing;
- (c) an enterprise in which such minority and/or women ownership has and exercises the authority to independently control the day-to-day business decisions; and
- (d) an enterprise independently owned, operated and authorized to do business in New York State.

3. Is your company a New York Small Business Concern as defined in accordance with Article 11 of the New York State Finance Law?

"Small Business Concern" means a business which:

- (a) is resident in New York State;
- (b) is independently owned and operated;
- (c) is not dominant in its field; and,
- (d) employs one hundred or fewer persons.

_____ YES _____ NO

_____ YES _____ NO

- MINORITY-OWNED
 WOMEN-OWNED
 MINORITY AND WOMEN-OWNED

_____ YES _____ NO

(continued)

PLEASE USE BLACK INK OR TYPEWRITER WHEN
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4. Total number of people employed by your business in
New York State:

5. PLACE OF MANUFACTURE OF PRODUCT(S) BID:
(Please check either A, B or C)

- A. All NYS Manufacture
- B. All Manufactured outside NYS
- C. Manufactured In NYS and Outside NYS
If checking C above, Location (State) where more than
half the value is added to the product(s) bid:

State of _____

6. BIDDER'S PRINCIPAL PLACE OF BUSINESS*:

*"Principal Place of Business" is the location of the primary
control, direction and management of the enterprise.

State of _____

7. "NONDISCRIMINATION IN EMPLOYMENT IN
NORTHERN IRELAND:
MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Section 165 of the State Finance Law, the
bidder, by submission of this bid, certifies that it or any
individual or legal entity in which the bidder holds a 10% or
greater ownership interest, or any individual or legal entity that
holds a 10% or greater ownership interest in the bidder, either:

(Answer Yes or No to one or both of the following, as
applicable),

A. have business operations in Northern Ireland:

_____ YES _____ NO

If yes,

B. shall take lawful steps in good faith to conduct any business
operations in Northern Ireland in accordance with the
MacBride Fair Employment Principles relating to non-
discrimination in employment and freedom of workplace
opportunity regarding such operations in Northern Ireland,
and shall permit independent monitoring of compliance
with such Principles.

_____ YES _____ NO

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE INSERTED
YOUR COMPANY'S NAME IN THE BOX**

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8. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Pursuant to Procurement Lobbying Law (SFL §139-j)

A. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

_____ YES _____ NO

If yes, please answer the following question:

B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

_____ YES _____ NO

C. If yes, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

_____ YES _____ NO

If yes, please provide details regarding the finding of non-responsibility:

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:
(add additional pages if necessary)

IN ADDITION TO THE ABOVE, PLEASE ANSWER THE FOLLOWING:

D. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

_____ YES _____ NO

If yes, please provide details:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:
(add additional pages if necessary)

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
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INSERTED YOUR COMPANY'S NAME IN THE BOX**

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BID SUBMISSION CHECK-OFF:

The following identifies some of the requirements for this solicitation. Bidder is to check submissions made. An "M" in parenthesis next to page number indicates a mandatory requirement. This check-off sheet is for bidder use only and need not be submitted with proposal.

Face page of IFB (M):

Bid Deviations, if applicable (M):

Pages with Bid Prices, (M):

**Proof of Insurability – Certificate of Insurance
(Please see 'CONTRACTOR INSURANCE' clause) (M)**

"Questions"

"NOTES TO BIDDERS" (M):

"BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS" (M):

Certificate of No Change (if applicable)

Appendix 1 - New York State Standard Vendor Responsibility Questionnaire (M):

**Appendix 2 - Contractor Certification to Covered Agency (ST-220-CA) (M):
(NOTE: Submit ST-220-TD directly to NYS Dept. of Taxation & Finance
under separate cover.)**

Completed and Submitted:

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

(continued)

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

CONTRACT AWARD NOTIFICATION

| | | |
|--------------------------------|----------|---|
| Title | : | Group 31508-LIQUID BITUMINOUS MATERIALS (Fiber Reinforced Surface Treatment) (All State Agencies and Political Subdivisions) |
| | | Classification Code(s): 30 |
| Award Number | : | <u>21639-PF</u> (Replaces Award 21317) |
| Contract Period | : | May 1, 2009 to April 30, 2010 |
| Bid Opening Date | : | January 8, 2009 |
| Date of Issue | : | May 4, 2009 |
| Specification Reference | : | SPEC-913 dated September 16, 2008 and as amended in the Invitation for Bids (Supersedes SPEC-910 dated August 29, 2007) |
| Contractor Information | : | Appears on Page 2 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|--|--|
| Name : Joseph Hodder | Customer Services |
| Title : Purchasing Officer I, Team 6 | Phone : 518-474-6717 |
| Phone : 518-474-3668 | Fax : 518-474-2437 |
| Fax : 518-474-8676 | E-mail : customer.services@ogs.state.ny.us |
| E-mail : joseph.hodder@ogs.state.ny.us | |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

Fiber Reinforced Surface Treatment (FRST) is a single course bituminous surface treatment consisting of asphalt emulsion, in-place chopped fibers and coarse aggregate applied to a paved surface.

PR #21639-T

(continued)

Flow Information; petrographic examination and other geologic studies; and performance histories where applicable. The material is incorporated into the work on the basis that it is from an approved source conforming to procedural directives of the Department and the aggregate shall meet the gradation requirement at the point of use.

Aggregate for use in the manufacture of precast concrete units may be accepted on the basis of stockpile approval at a location acceptable to the Department on a per job basis. Requests for stockpile approval shall be made in writing to the Materials Bureau. The manufacturer shall allow at least ninety (90) days for the testing and evaluation of the aggregate.

703-02 COARSE AGGREGATE

SCOPE. This specification covers the material details, requirements and methods for sampling and testing coarse aggregate generally used in portland cement concrete, bituminous concrete and surface treatments.

SAMPLING. Samples of coarse aggregates shall be obtained by and submitted to the Materials Bureau by a representative of the Department under the following conditions:

A. Sampling Approved Operating Sources. All approved operating sources shall be sampled when:

- The latest test for a source is two (2) years old.
- A change in the character of processed coarse aggregate occurs.
- The location of the source of raw material is shifted or a change in the character of raw material occurs.
- Considered necessary by the Department.

B. Sampling Non-approved or Rejected Operating Sources. Non-approved or rejected operating sources, equipped with adequate processing facilities, may be sampled upon favorable recommendation by a Regional Director and approval by the Director, Materials Bureau. Approval action on such sources may be conditioned on the results obtained by periodic sampling and testing as prescribed by the Materials Bureau.

C. Sampling Proposed Unopened Sources of Material. Proposed unopened sources of material may be sampled upon the favorable recommendation of a Regional Director and approval by the Director, Materials Bureau. The results of tests on such samples shall be for information only and shall be interpreted as indicative of the potential quality of the source. Action in regard to acceptance or rejection of a source will be taken only after processing facilities have been installed and approved.

Stripping. All sources of coarse aggregate shall be thoroughly stripped of all inferior and objectionable material before processing operations are started and shall be kept stripped far enough from the working face to insure against undesirable material becoming mixed with the output. If undesirable material is furnished from accepted sources through faulty operation or any other cause whatsoever, the source and any objectionable material therefrom may be rejected by the Regional Director.

Annual Reports. As part of the acceptance requirements, the following information shall be submitted to the Department annually for each operating source:

A. Gravel Operations

1. A Geologic Source Report that describes the characteristics of the material to be processed during the coming year.
2. Plant Flow Information describing the processing equipment and the products to be furnished for Departmental use.

B. Quarry Operations. A Quarry Report describing the characteristics and uniformity of rock to be quarried during the coming year.

All details of these report requirements may be obtained from the Materials Bureau. The annual reports shall be received and approved by the Department before the start of the year's operations. The approval of a report does not relieve the supplier of its responsibility to provide a uniform and acceptable product.

MATERIAL REQUIREMENTS. Coarse aggregates shall consist of crushed stone, crushed gravel, screened gravel or crushed air-cooled blast furnace slag, conforming to the requirements of these specifications. All coarse aggregates shall meet the requirements for these materials as outlined in Tables 703-2, "Physical Requirements (Testing)," 703-3, "Physical Requirements (Deleterious Materials)," and 703-4, "Size of Stone, Gravel and Slag."

A coarse aggregate meeting the requirements of Tables 703-2, and 703-3 shall be accepted unless service records indicate that it is unsound or that the material is otherwise determined to be unsatisfactory by the Director, Materials Bureau. Coarse aggregate not meeting the requirements of these tables may be further evaluated by additional testing, petrographic examination, geologic studies, review of Plant Flow Information and performance history. If the results of the evaluation indicate that the aggregate should perform satisfactorily, the source may be accepted by the Director, Materials Bureau.

| TABLE 703-2 PHYSICAL REQUIREMENTS (TESTING) ⁽¹⁾ | | | | |
|---|--|----------------------------|-----------------------------|--------------------------|
| Material Designation | Crushed Stone 703-0201 | Crushed Gravel 703-0202 | Screened Gravel 703-0203 | Crushed Slag 703-0204 |
| Magnesium Sulfate Test (703-07 P,G) ⁽²⁾ Max. percent loss by weight at 10 cycles | 18 | 18 | 18 | 6 |
| Freezing and Thawing Test (703-08 P,G) ⁽³⁾ Max. percent loss by weight at 25 cycles | 20 | 20 | 20 | - |
| Los Angeles Abrasion Test (703-11 P,G) Max. percent loss by weight (Grading A or B) | 35 ⁽⁴⁾ 45 ⁽⁵⁾ | 35 | 35 | 40 |
| Flat Particles, Elongated Particles, or Flat and Elongated Particles (ASTM D4791) Maximum percent by weight Flat and Elongated to the Degree of 5:1 | 10 ⁽⁶⁾ | 10 ⁽⁶⁾ | - | - |
| Crushed Particles in any primary size (ASTM D5821) Minimum percent by weight Larger than 12.5mm (1 fractured face) | - | 75 ⁽⁷⁾ | - | - |
| Smaller than 12.5mm (2 fractured faces) | - | 85 ⁽⁷⁾ | - | - |
| Minimum unit weight (703-10 P,G) lbs/cu. ft. | - | - | - | 70 |

1. To determine its conformance to specification limits, processed coarse aggregate may be tested at any point after completion of processing. The manufactured material shall be separated into the primary sizes indicated in Table 703-5, "Primary Size." Each size fraction shall conform to the requirements of §703-02 Coarse Aggregate.

2. Loss applies to No. 2 size fraction.

3. The freeze-thaw requirement applies only to aggregate used in Portland cement concrete. The loss applies to the No. 2 size fraction.

4. Loss applies to all materials excepting marble, granite, and other similar materials.

5. Loss applies to marble, granite, and other similar materials.

6. Requirement applies to coarse aggregate for use in hot mix asphalt with design ESALs of 0.3 million or greater.

7. Gravel which has not been processed through a crusher shall not be combined with crushed gravel.

A. Crushed Stone. Crushed stone shall be Material Designation 703-0201 and shall consist of clean, durable, sharp-angled fragments of rock of uniform quality. The crushed stone used as coarse aggregate for all items shall be obtained from sources conforming to the requirements of the Department as to sampling, testing methods, Quarry Reports and any other required procedures.

B. Crushed Gravel. Crushed Gravel shall be Material Designation 703-0202 and shall consist of clean, durable, sharp-angled fragments of gravel free from coatings. A crushed particle shall be defined as one in which the total area of face fracture exceeds 25% of the maximum cross-sectional area of the particle. When two fractured faces are designated, the total area of each fractured face shall exceed 25% of the maximum cross-sectional area of the particle.

A naturally fractured face shall be acceptable providing that the sharp angular portion of the particle consists of sound material and is free from unsound or injurious coatings.

| TABLE 703-3 PHYSICAL REQUIREMENTS - DELETERIOUS MATERIALS | | | | |
|--|---------------------------|----------------------------|-----------------------------|--------------------------|
| Maximum percent by weight in any primary size ⁽¹⁾ | | | | |
| Material Designation | Crushed Stone 703-0201 | Crushed Gravel 703-0202 | Screened Gravel 703-0203 | Crushed Slag 703-0204 |
| Shale and shale-like materials ⁽²⁾ | 3.0 | 3.0 | 3.0 | - |
| Coal/Lignite/Sulfides ⁽³⁾ | 1.0 | 1.0 | 1.0 | - |
| Clay lumps or Wood | 0.2 | 0.2 | 0.2 | - |
| Metal Ore ⁽⁴⁾ | 3.0 | 3.0 | 3.0 | 3.0 |
| Other Deleterious Materials ⁽⁵⁾ | 3.0 | 3.0 | 3.0 | 3.0 |
| Total Deleterious Materials | 5.0 | 5.0 | 5.0 | 5.0 |

- (1) Coarse aggregates containing more than the specified maximum amounts of deleterious materials may be washed or otherwise processed until such specifications are satisfied.
- (2) Shale, slate, phyllite, argillite, schist, and similar shale-like fissile rocks that have been identified by performance or by test to be unsound and deleterious. Such shale-like fissile rocks may be tested separately from the rest of the aggregate by freezing and thawing according to NYSDOT Test Method 703-08 P,G. If the loss is 20% or greater, that material will be designated as deleterious shale or shale-like material.
- (3) Pyrite, marcasite, pyrrhotite, bog iron, and similar material.
- (4) Magnetite, illmenite, etc. Percentages above 3.0% may be accepted by the Director, Materials Bureau, when appropriate adjustments to yield have been made.
- (5) Cemented clusters, weathered particles, and similar material.

| TABLE 703-4⁽¹⁾ SIZES OF STONE, GRAVEL AND SLAG | | | | | | | | | | | |
|--|--------------|--------|----------|--------|----------|--------|--------|--------|--------|------|---------------------|
| Size Designation | Screen Sizes | | | | | | | | | | |
| | 4 in | 3 in | 2 1/2 in | 2 in | 1 1/2 in | 1 in | 1/2 in | 1/4 in | 1/8 in | # 80 | #200 ⁽³⁾ |
| Screenings ⁽²⁾ | - | - | - | - | - | - | 100 | 90-100 | - | - | 0-1.0 |
| 1B | - | - | - | - | - | - | - | 100 | 90-100 | 0-15 | 0-1.0 |
| 1A | - | - | - | - | - | - | 100 | 90-100 | 0-15 | - | 0-1.0 |
| 1ST | - | - | - | - | - | - | 100 | 0-15 | - | - | 0-1.0 |
| 1 | - | - | - | - | - | 100 | 90-100 | 0-15 | - | - | 0-1.0 |
| 2 | - | - | - | - | 100 | 90-100 | 0-15 | - | - | - | 0-1.0 |
| 3A | - | - | - | 100 | 90-100 | 0-15 | - | - | - | - | 0-0.7 |
| 3 | - | - | 100 | 90-100 | 35-70 | 0-15 | - | - | - | - | 0-0.7 |
| 4A | - | 100 | 90-100 | - | 0-20 | - | - | - | - | - | 0-0.7 |
| 4 | 100 | 90-100 | - | 0.15 | - | - | - | - | - | - | 0-0.7 |
| 5 | 90-100 | 0-15 | - | - | - | - | - | - | - | - | 0-0.7 |

- (1) Percentage by weight passing the following square openings.
- (2) Screenings shall include all of the fine material passing a 1/4 in. screen.
- (3) The minus No. 200 material requirements apply only to aggregate for use in portland cement concrete, surface treatment, cold mix bituminous pavements and underdrain filter material. The test (NYSDOT 201) will be performed on the entire sample of the designated size aggregate. Primary size does not apply in the determination of the minus No. 200 material.

| TABLE 703-5 ⁽¹⁾ SIZES OF CRUSHED GRAVEL, STONE, AND SLAG FOR SLURRY | | | | | | | | |
|--|--------------|--------|-------|--------|--------|--------|---------|------------------------|
| Size Designation | Screen Sizes | | | | | | | |
| | 3/8 in | No. 4 | No. 8 | No. 16 | No. 30 | No. 50 | No. 100 | No. 200 ⁽²⁾ |
| 2MS | 100 | 90-100 | 65-90 | 45-70 | 30-50 | 18-30 | 10-21 | 5-20.0 |
| 3MS | 100 | 70-90 | 45-70 | 28-50 | 19-34 | 12-25 | 7-20 | 5-20.0 |

(1)Percentage by weight passing the following square openings.

(2)Determine percent passing No. 200 sieve according to AASHTO T 11, Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing,

The crushed gravel used as coarse aggregate for all items shall be obtained from sources conforming to the requirements of the Department as to sampling, testing methods, Geologic Source Reports, Plant Flow Information, and any other required procedures.

C. Screened Gravel. Screened gravel shall be Material Designation 703-0203 and shall consist of clean, durable gravel free from coatings. Screened gravel may consist of all uncrushed particles and shall be obtained from sources conforming to the requirements for crushed gravel.

| TABLE 703-6 PRIMARY SIZES | | | | | |
|---------------------------|----------------------|----------|------------------|----------------------|----------|
| Size Designation | Primary Screen Sizes | | Size Designation | Primary Screen Sizes | |
| | Passing | Retained | | Passing | Retained |
| 1B | 1/8 in | No. 80 | 3A | 1 1/2 in | 1 in |
| 1A | 1/4 in | 1/8 in | 3 | 2 in | 1 in |
| 1ST | 1/2 in | 1/4 in | 4A | 2 1/2 in | 1 1/2 in |
| 1 | 1/2 in | 1/4 in | 4 | 3 in | 2 in |
| 2 | 1 in | 1/2 in | 5 | 4 in | 3 in |

D. Crushed Slag. Crushed slag particles shall be Material Designation 703-0204 and shall consist of hard, durable, angular fragments which are reasonably uniform in density and quality; free from injurious amounts of sulphur; and reasonably free from thin, elongated pieces, dirt, or other objectional matter. All crushed slag shall be obtained from approved sources conforming to the requirements of the Department as to sampling, test methods and any other required procedures.

Gradation. The sizes of all stone, gravel or slag used under these specifications shall conform to the gradation requirements for the various sizes tabulated in Table 703-4. All crushing plants shall be fitted with tailing chutes so that no aggregate will reach the bins other than that which passes through the proper screens.

Primary Size. For the purposes of this specification, the term "Primary Size" shall be defined for each size designation as all of the material passing and retained on the screens specified in Table 703-5 "Primary Sizes."

TESTS. The details of test methods for coarse aggregate may be obtained from the Materials Bureau.

BASIS OF ACCEPTANCE. Acceptance of the source is determined on the basis of tests performed by the Materials Bureau on samples representing the source; review of Quarry Reports; Geologic Source Reports and Plant Flow Information; petrographic examination and other geologic studies; and performance history where applicable. The material is incorporated into the work on the basis that it is from an approved source conforming to procedural requirements of Department and that the aggregate shall meet gradation at the point of use.

Aggregate for use in the manufacture of precast concrete units may be accepted on the basis of stockpile approval at a location acceptable to the Department on a per job basis. Requests for stockpile

§703

approval shall be made in writing to the Materials Bureau. The manufacturer shall allow at least ninety (90) days for the testing and evaluation of the aggregate.

703-03 MORTAR SAND

SCOPE. This specification contains the requirements for sand used in mortar.

GENERAL. §703-01, Fine Aggregate shall apply except as modified herein.

MATERIAL REQUIREMENTS. When dry, mortar sand shall meet the following gradation requirements:

| Sieve Size | No. 4 | No. 8 | No. 50 | No. 100 |
|---------------------------|-------|--------|--------|---------|
| Percent Passing by Weight | 100 | 95-100 | 10-40 | 0-15 |

Concrete sand, §703-07, will be permitted as an alternative to mortar sand.

TEST. Test methods may be obtained from the Materials Bureau.

BASIS OF ACCEPTANCE. The provisions of §703-01, Fine Aggregate, shall apply.

703-04 GROUT SAND

SCOPE. This specification contains the requirements for sand used in grout.

GENERAL. §703-01, Fine Aggregate, shall apply except as modified herein.

MATERIAL REQUIREMENTS. When dry, the grout sand shall meet the following gradation requirements:

| Sieve Size | Percent Passing by Weight |
|------------|---------------------------|
| No. 16 | 100 |
| No. 100 | 0-10 |

The sand may be determined to be unacceptable for grout sand if it contains more than 6 percent by volume of loam and silt.

TEST. Test methods may be obtained from the Materials Bureau.

BASIS OF ACCEPTANCE. The provisions of §703-01, Fine Aggregate, shall apply.

703-05 FINE AGGREGATE FOR WHITE PORTLAND CEMENT CONCRETE

SCOPE. This specification contains the requirements for white fine aggregate used in the white portland cement concrete.

MATERIALS REQUIREMENT. Material Specification 703-01, Fine Aggregate, shall apply except as modified herein. The aggregate shall be white, having a Munsell color with a value of 8 or greater and a chroma saturation of 2 or less, when compared to a set of standard color chips. Gradation shall conform to the specification requirement under § 703-07, Concrete Sand.

TEST. The details of the test methods may be obtained from the Materials Bureau.

BASIS OF ACCEPTANCE. The provisions of §703-01 Fine Aggregate, shall apply except that the color will be accepted on a per stockpile basis by the Director, Materials Bureau.

703-06 CUSHION SAND

SCOPE. This specification contains the requirements for cushion sand used for concrete block slope paving.

GENERAL. Material for cushion sand shall meet the requirements specified herein.

MATERIAL REQUIREMENTS. Cushion sand shall consist of clean, hard, durable, uncoated particles, free from lumps of clay and all deleterious substances.

When dry, the cushion sand shall meet the following gradation requirements:

| | | | |
|---------------------------|--------|--------|---------|
| Sieve Size | 1/4 in | No. 50 | No. 100 |
| Percent Passing by Weight | 100 | 0-35 | 0-10 |

The sand may be determined to be unacceptable for cushion sand if it contains more than 10 percent by volume of loam or silt.

TEST. Test methods may be obtained from the Materials Bureau.

BASIS OF ACCEPTANCE. The cushion sand is accepted on the basis of gradation tests and visual inspection, unless otherwise specified, at the point of use.

703-07 CONCRETE SAND

SCOPE. This specification contains the requirements for sand used in portland cement concrete.

GENERAL. §703-01, Fine Aggregate, shall apply except as modified herein.

MATERIAL REQUIREMENTS. When dry, the fine aggregate for portland cement concrete shall conform to the following gradation requirements:

| Sieve Size | Percent Passing By Weight | |
|---------------|---------------------------|---------|
| | Minimum | Maximum |
| 3/8 in | 100 | |
| No. 4 | 90 | 100 |
| No. 8 | 75 | 100 |
| No. 16 | 50 | 85 |
| No. 30 | 25 | 60 |
| No. 50 | 10 | 30 |
| No. 100 | 1 | 10 |
| No. 200 (Wet) | 0 | 3 |

TEST. Test methods may be obtained from the Materials Bureau.

BASIS OF ACCEPTANCE. The provision of §703-01, Fine Aggregates, shall apply.

703-08 MINERAL FILLER

SCOPE. This specification contains the requirements for mineral filler used in bituminous concrete mixtures.

MATERIAL REQUIREMENTS. Mineral filler shall conform to the requirements of the standard specification for Mineral Filler for Bituminous Paving Mixture, ASTM D242.

When dry, the mineral filler shall meet the following gradation requirements: