# MINIMUM SPECIFICATIONS AND BID FORMS FOR

# MICRO SURFACING OF EXISTING PAVEMENT

FOR CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

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

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# **CATTARAUGUS COUNTY**

#### DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

Kathleen M. Ellis Commissioner

Vacant Deputy Commissioner

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



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

TO:	BIDDERS (	OF VARIOUS	TYPES OF	ROAD	SURFACING

FROM: Dawn Smith, Procurement Specialist DPW

RE: EXTRA COPIES OF BIDS

\*

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

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

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

THANK YOU,

**DAWN SMITH** 

# **CATTARAUGUS COUNTY**

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#### ADVERTISEMENT FOR BIDS

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

#### ALL BIDS MUST BE SEALED AND CLEARLY MARKED:

Any bid not clearly marked will not be considered.

**DPW BID #12 - Asphalt Concrete** 

**DPW BID #13 - Liquid Bituminous Materials** 

**DPW BID #14 - Micro Surfacing** 

DPW BID #15 - Cold In-Place Recycling of Bituminous Pavement

**DPW BID #16 - Surface Treating** 

**DPW BID #17 - Paver Placed Chip Seal** 

DPW BID #18 - Hot In-Place Recycling of Bituminous Pavement

**DPW BID #19 - Fiber Reinforced Bituminous Membrane Surface Treatment** 

**DPW BID #20 - Hot Mix Asphalt In-Place Paving** 

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

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

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

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

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

# INSTRUCTIONS TO BIDDERS DPW MATERIALS

#### 1. BID FORM

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

#### 2. CHANGES

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

#### 3. <u>INFORMALITIES</u>

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

#### 4. BID TIME

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

#### 5. <u>INVESTIGATIONS</u>

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

#### 6. <u>BID ENVELOPE</u>

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

#### 7. NON-COLLUSIVE CERTIFICATION

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

#### 8. <u>CONTRACT AWARD</u>

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

#### 9. REFERENCES

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

#### 10. EXECUTORY CLAUSE

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

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

#### 11. <u>DELIVERY SCHEDULE</u>

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

#### 12. PRICES

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

#### 13. TRANSPORTATION CHARGES

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

#### 14. TAXES

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

#### 15. COMPLIANCE WITH LAWS

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

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

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

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

#### 16. DISCRIMINATION

The successful bidder agrees:

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

- his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
- (c) that there may be deducted from the amount payable to the contractor by Cattaraugus County under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) that this contract may be canceled or terminated by Cattaraugus County and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (e) the aforesaid provisions of this section covering every contract for or on behalf of Cattaraugus County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

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

#### 17. WAGE RATES

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

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

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

#### 18. <u>CATTARAUGUS COUNTY VENDOR</u> RESPONSIBILITY FORM

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

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

#### 19. <u>CONTRACT ASSIGNMENTS</u>

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

#### 20. CASH DISCOUNT

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

#### 21. MANUFACTURERS

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

#### 22. <u>ALTERNATE MANUFACTURERS</u>

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

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

#### 23. ALTERNATE ITEMS

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

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

#### 24. <u>ADDITIONAL INFORMATION</u>

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

#### 25. WORKMANSHIP

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

#### 26. HOLD HARMLESS

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

#### 27. BID VALIDITY

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

#### 28. CONTRACT INTEREST

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

#### 29. OTHER CUSTOMERS

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

#### 30. PRICE IS FIRM

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

#### 31. <u>BIDDER AFFIRMATION</u>

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

#### 32. <u>INSURANCE</u>

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

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

#### 33. STATE CONTRACTS:

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

#### 34. <u>LITIGATION:</u>

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

#### 35. MUNICIPAL EXTENSION:

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

#### 36. <u>ALTERNATE SOURCE:</u>

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

#### CATTARAUGUS COUNTY DEPARTMENT PUBLIC WORKS DIVISION OF HIGHWAYS

Revised 1/2019

# Specifications and Bid Sheets MICRO-SURFACING

Chairman Public Works Committee Cattaraugus County Legislature Cattaraugus County Center 303 Court Street Little Valley, NY 14755

#### Gentlemen:

- 1. Length of contract May 1, to April 30, of the following year.
- 2. Quantities are indefinite and orders may be placed at any time during contract term.
- 3. It is the intent of these specifications to describe the needs of Cattaraugus County and other Municipalities for Micro-Surfacing.
- 4. It is understood that the requirements may be divided among two (2) or more suppliers due to variations in hauling distances to various job sites.
- 5. WAGE RATES: Pursuant to Article 8 of the State Labor Law, in the event that any other occupation not mentioned in the annexed Schedule of Classifications shall be required in the execution of any contract awarded, supplementary Wage Schedules shall be requested from the Industrial Commissioner. Such supplementary schedule shall upon notice to the contractor, become and be part of the Wage Schedule embodied in the contract.

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

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

#### **MICRO-SURFACING**

#### A) <u>DESCRIPTION</u>

Micro-Surfacing is a tough and durable thin overlay material which can restore the original service properties to worn but structurally sound pavements. Its properties are based on a blend of select crushed aggregate and sophisticated chemical formulation of asphalt cements, cationic emulsifiers, adhesives, and material latex. This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of natural latex modified cationic asphalt emulsion, mineral aggregate, mineral and field control additives, and water, properly proportioned, mixed and spread on the paved surface in accordance with this specification and as directed by the County Commissioner of Public Works.

#### B) MATERIALS:

#### 1. <u>Emulsified Asphalt:</u>

The emulsified asphalt shall be quick-set material latex modified cationic type CSS-1H emulsion and shall conform to the requirements specified in AASHTO M208 and ASTM 2397. It shall pass all applicable storage and settlement tests. The natural latex shall be milled into the emulsion. The cement mixing test shall be waived for this emulsion.

#### 2. Special Residue Properties:

Distillation of residue will be at a temperature of 350 degrees F. for 20 minutes. Softening point of the residue shall be 140 degrees F. minimum. Viscosity, absolute at 140 degrees F., shall be 8,000 poise minimum.

#### 3. Aggregate:

#### a) General:

The mineral aggregate used shall be of the type and grade specified for micro-surfacing. The aggregate shall be manufactured crushed stone such as granite, limestone, chat, or other high quality aggregate or combination thereof.

#### b) Aggregate Physical Requirements:

<u>Grading:</u> The aggregate including natural fines when tested by AASHTO methods T11 or T27, or ASTH C117 or C136, should meet the referenced gradation requirements.

<u>Deleterious Substances:</u> To limit the permissible amount of clay like fines in an aggregate, a sand equivalent value of 65 or higher is required when tested by ASTM 2419.

<u>Soundness:</u> The aggregate shall have a weighted loss of not more than 15% when the sodium sulfate test is used or 20% when the magnesium sulfate test is used.

<u>Hardness:</u> The aggregate wear, from resistance to abrasion, shall be a maximum of 35% when using AASHTO T96 or ASTM C131 test method.

#### c) Water:

The water shall be potable and shall be free of soluble salts.

#### d) Modifier:

Special quick-setting emulsifier agents shall be milled into the asphalt emulsion. The emulsified asphalt shall be so formulated that when the paving mixture is applied at a thickness of one inch with the relative humidity at not more than 50% and the ambient air temperature of at least 75 degrees F. the material will cure sufficiently so that rolling traffic can be allowed in one hour with no damage to the surface, as verified by the Engineer.

#### e) Additives:

A mineral additive shall be introduced to the mineral aggregate and may be any recognized brand of non-air-entrained portland cement or hydrated lime that is free of lumps, or other approved mineral additive. It may be accepted upon visual inspection. The amount of mineral additive needed shall be determined by the laboratory mix design and will be considered as part of the material gradation requirements.

A liquid field control additive is introduced and blended with water to provide effective control of the required quick-set properties. This additive shall be made available by the chemical supplier or emulsion manufacturer and certifiable as being compatible with the mixture.

#### C) ENGINEERING:

#### 1. GENERAL:

Before work commences, the contractor shall submit a signed mix design covering the specific material to be used on the project. This shall be performed by a qualified laboratory, Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

#### 2. MIX DESIGN:

The qualified laboratory shall develop the job mix design and present certified test results for the contractor's approval. Compatibility of the aggregate and emulsion shall be verified by the mix design. The job mix formula shall provide a minimum Marshall stability of 1,800 pounds and a flow of 6 to 16 units when tested according to the ASTM 1559 or AASHTO 245 procedure as modified. All component materials used in the mix design shall be representative of the material proposed by the contractor for use on the project.

#### 3. <u>SPECIFICATIONS:</u>

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use. The component materials shall be within the following limits.

Residual Asphalt 5% to 9% by dry weight of aggregate.

Mineral Additive 0.5% to 3% by dry weight of aggregate

Natural Latex Modifier Minimum 3.0%

Field Control Additive As required to provide the specified properties.

Water As required to produce consistency

#### Aggregate - Recommended Gradation:

	Type II	Type III
SCREEN SIZE % PASSING		% PASSING
3/8 "	- 100	- 100
#4	90 - 100	70 - 90
#8	65 - 90	45 - 65
#16	40 - 65	30 - 50
#30	25 - 45	19 - 34
#50	15 - 30	12 - 25
#100	10 - 21	7 - 18
#200	5 - 13	4 - 12

#### Suggested Application & Rate:

Type II - Urban and Residential Street: (20 - 30 lbs. per SQ. yd.)

Type III - Primary and Interstate Routes: (30 - 40 lbs. per sq. yd.)

Wheel Ruts: Application rates as required.

#### D. <u>EQUIPMENT:</u>

#### 1. GENERAL:

All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high quality product. The vendor at the time of bidding shall own all equipment with which he intends to complete the contract, if so awarded.

#### 2. MIXING EQUIPMENT:

The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral and field control additives, and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral and field control additives, and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices which provide for the loading of materials while continuing to lay micro-surfacing, thereby minimizing construction joints.

#### 3. PROPORTIONING DEVICES:

Individual volume or weight controls for proportioning each material to be added to the mix, i.e., aggregate, emulsified asphalt, mineral and field control additives, and water shall be provided and properly marked. These proportioning devices are usually revolution counters or similar devices and are used in material calibration and determining the materials output at any time.

#### 4. EMULSION PUMP:

The emulsion pump shall be a heated positive displacement type.

#### 5. SPREADING EQUIPMENT:

The surfacing mixture shall be spread uniformly by means of the mechanical type spreader box attached to the mixer, equipped with paddles to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of material on the surface. The spreader box and rear strike off shall be designed and operated so that a uniform consistency is achieved to produce a free flow of material to the rear strike off. The longitudinal joint where two passes join shall be neat appearing, uniform and lapped. All excess material shall be removed from the job site prior to opening the road. The spreader box shall have suitable means provided to side shift the box to compensate for variations in pavement width and longitudinal alignment.

#### 6. AUXILIARY EQUIPMENT:

Suitable crack and surface cleaning equipment, traffic control equipment, hand tools and any support equipment shall be provided as necessary to perform the work.

#### E. MACHINE CALIBRATION:

Each mixing unit to be used in performance of the work shall be calibrated in the presence of the Engineer prior to construction, or previous calibration documentation covering the exact materials to be used may be acceptable provided they were made during that calendar year. The documentation shall include the individual calibration of each material at various settings, which can be related to the machine metering devices.

#### F. WEATHER LIMITATIONS:

The material shall be spread only when the road surface and atmospheric temperatures are at least 45 degrees F. and rising and the weather is not foggy or rainy and there is no forecast of temperatures below 32 degrees F. within 48 hours from the time of placement of the mixture.

#### G. NOTIFICATION AND TRAFFIC CONTROL:

#### 1. NOTIFICATION:

All homeowners and businesses affected by the construction shall be notified one day in advance of the surfacing. This notification shall be in the form of a written posting stating the time and dates that construction is expected on their road.

#### 2. TRAFFIC CONTROL:

Suitable methods shall be used by the contractor to protect the micro-surface from traffic until the new surface will support traffic without damage. All traffic control methods used shall be in accordance with the Engineer's specifications and shall be employed in a safe manner.

#### H. <u>SURFACE PREPARATION:</u>

#### 1. GENERAL:

The area to be surfaced shall be thoroughly cleaned of vegetation, loose aggregate and soil (particularly soil that is bound to the surface). Manholes, valve boxes and other service entrances will be protected from the surfacing material.

#### 2. CRACKS IN SURFACE:

It is advisable to pretreat the cracks in the surface with a crack sealer prior to the application of the micro-surfacing.

#### 3. TACK COAT:

If required by the plans, the contractor shall apply a tack coat consisting of one part emulsified asphalt and two parts water with a distributor at 0.05 - 0.15 gallons per square yard. This emulsified asphalt should be an approved tack coat material. It is recommended that a tack coat always be applied to a concrete or brick surface.

#### I. STOCKPILE:

Precautions shall be taken to insure that stockpiles do not become contaminated. The mineral aggregate shall be screened prior to being weighed for job site delivery. This weight shall be done by means of a scale approved by the Engineer.

#### J. <u>APPLICATION:</u>

#### 1. GENERAL:

The surface should be pre-wetted by fogging ahead of the spreader box when required by local conditions. The rate of application of the fog spray shall be adjusted during the day of suit temperatures, surface texture, humidity and dryness of the pavement surface.

The micro-surfacing mixture shall be of the desired consistency upon leaving the mixer and no additional materials should be added. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, will be left in the finished surface. If excessive oversize develops, the job will be stopped until the contractor proves to the Engineer that the situation has been corrected.

#### 2. JOINTS:

No excessive buildup, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area.

#### 3. MIX STABILITY:

The Micro-Surfacing mixture shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

#### 4. HAND WORK:

Areas which cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork.

The same type finish as applied by the spreader box shall be required. Handwork shall be completed at the time of the machine applying process.

#### 5. LINES:

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

#### 6. ROLLING:

If required by the plans, specified areas shall be rolled by a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system.

#### K. QUALITY CONTROL:

#### 1. MATERIALS:

The contractor will permit the Engineer to take samples of the aggregate and asphalt emulsion to be used in the project at the Engineer's discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content test on the emulsion. Test results will be compared to specifications. Tests will be run by a qualified laboratory at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications.

#### 2. MICRO-SURFACING MIXTURE:

Samples of the mixture should be taken daily and may be taken directly from the mixing unit(s). Consistency and residual asphalt content test may be made on the samples and compared to the specifications. Tests will be run by a qualified laboratory at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications.

The Engineer may use the recorder and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral and field control additives and water.

#### 3. NON-COMPLIANCE:

If any two (2) successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two (2) successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the machine is working properly.

#### L. METHOD OF MEASUREMENT:

#### 1. AGGREGATE:

The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of aggregate shipped to the project from the approved job site scale. The weight of mineral additive used shall be calculated and included in the total aggregate weight.

#### 2. EMULSION:

The quantity of emulsion used in the accepted portion of the work shall be measured by gallons or tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted emulsion quantity delivered.

#### M. BASIS OF PAYMENT:

The accepted quantity of mixture used in the "Micro-Surfacing" will be paid for at the contract unit price per ton for the type material specified. The job tonnage shall include the weight of aggregate, mineral filler and asphalt emulsion used to produce the "Micro-Surfacing". The unit price shown in the shall be full compensation for all materials; including emulsion, modifiers, mineral additives, labor, tools, equipment, traffic control, and all other incidentals necessary to complete the work.

#### N. PERFORMANCE WARRANTY:

The contractor must furnish the following warranty after completion of the work and prior to final payment:

- 1. The Contractor hereby warrants that all workmanship and all materials furnished under the Contract comply fully with requirements of these Micro-Surfacing Specifications. If at any time within two (2) years after the date of the final inspection, any unfaithful or defective work should appear, which in the opinion of the County is due to inferior materials or workmanship, the Contractor warrants to do whatever is necessary to remedy the defects immediately without cost to the County. The County will notify the Contractor in writing of the defects and the repairs to be made, and the Contractor will begin repairs within a mutually agreed time frame.
- 2. Upon completion, the successful bidder will provide a two (2) year maintenance bond to Cattaraugus County Department of Public Works and each political subdivision purchasing under this contract.

#### PRICE ADJUSTMENT - BITUMINOUS MATERIALS

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

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

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

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

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

Price Adjustment = New Average FOB - Base Average FOB x Total % Asphalt (per ton) Terminal Price Terminal Price Fuel Allowance

#### NEW AVERAGE FOB TERMINAL PRICE:

The average FOB terminal price for asphalt cement determined by this NYSDOT on the 20th of the month.

#### BASE AVERAGE FOB TERMINAL PRICE:

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

Micro-Surfacing: The unit price of Micro-Surfacing purchased from any award based on this specification will be subject to adjustment based on the following formulas:

Price Adjustment = New Average FOB - Base Average FOB X Total % Asphalt (per ton) Terminal Price Terminal Price Fuel Allowance

<u>TYPE</u>	% ASPHALT	FUEL ALLOWANCE	TOTAL % ASPHALT
2	6		6.00
3	8		8.00

- 4. Adjustment: Asphalt price adjustment will be based on the following formulas:
  - 1. When the price increases:

Price Adjustment = (Quantity of Asphalt) x (Monthly Average Posted Price - PGB Index Price - \$15.00)

2. When the price decreases:

Price Adjustment = (Quantity of Asphalt) x (Monthly Average Posted Price - PGB Index Price + \$15.00)

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

Price adjustments for any contracts that are extended will be based on the new average for the month in which the work is done, applying the same base established for that contract.

- 6. Price adjustments allowed by this contract shall be calculated and applied to the original bid price.
- 7. If at any time after **January 1, 2019**, the average posted price of asphalt cement increases or decreases by \$15.00 per ton or more over or under the last average FOB posted price utilized by the County for adjustment purposes, the County shall publish a special price adjustment which shall be effective eight (8) days subsequent to the date on which the change in the average FOB posted price became effective.
- 8. All price adjustments will be computed by calculator to three decimal places.
- 9. Regardless of price revisions allowed, at no time shall prices charged a County Contract participant be higher than those offered commercial or governmental accounts for similar or lower quantities.
- 10. Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the County or in prices which are not truly reflective of market conditions or which are deemed by the Commissioner of Public Works or his duly appointed representative to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten days written notice mailed to the contractor to terminate any contract resulting from this bid opening.

# BID FORMS OMITTED FROM SPECIFICATION BOOKS

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

dasmith@cattco.org

# COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

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

Construction	Minimum Coverage Limits are as Follows:	s are as Follows:						
Construction         Professional Affairment         Low Risk Low Risk Low Others or Livery         Property Leased Livery         Professional Professional Low Risk Low Others or Livery         Professional Professional Low Others or Livery         Professional Professional Concessional Con		¥	ပ	Ca	O	ш	ŋ	Ga
\$2,000,000 Agg. \$2,000,000 Agg. \$1,000,000 Agg. \$2,000,000 Agg. \$2,000,000 Agg. \$1,000,000 Coc. \$1,000,000 Coc		Construction & Maintenance	Professional	Low Risk Professional	Property Leased to Others or Use of Facilities	Livery	All Purpose Public Entity, Concessionaire	Low Risk All Purpose Public Entity
Include   Incl	GENERAL LIABILITY	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.
Include   Incl	Prem Ops.	Include	Include	Include	Include	Include	Include	Include
Include   Incl	Prods Compl. Ops.	Include	Include	Include	Include	Include	Include	Include
Include   Incl	Indep. Contractor	Include	Include	Include	Include	Include	Include	Include
Include   Incl	Contractual	Include	Include	Include	Include	Include	Include	Include
Include   Incl	BF Property Damage	Include		-	Include			
Include   Incl	x'c'n	Include						
Include	Personal Injury	Include	Include	Include -	Include	Include	Include	Include
S1,000,000 CSL   Include   I	Liquor Law				Include			
\$1,000,000 CSL         \$1,000,	Host Liquor				Include			
Include Includ	** AUTO LIABILITY	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1.000.000 CSL	\$1 000 000 CSL
Include Includ	Owned	Include	Include	Include	Include	Include	Include	Include
\$3,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$2,000,000	Hired	Include	Include	Include	Include	Include	Include	Include
\$3,000,000 \$1,000,000 \$2,000,000	Non-Owned	Include	Include	Include	Include	Include	Include	Include
Statutory or Statutory or Statutory or Statutory or Statutory or Proof of P	** EXCESS LIABILITY	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000	
Exemption Exemption Exemption Exemption Exemption Exemption  Unlimited Unlimited Unlimited Unlimited Unlimited Unlimited S3,000,000 Agg. \$1,000,000 Agg.		Statutory or Proof of	Statutory or Proof of	Statutory or Proof of	Statutory or Proof of	Statutory or Proof of	Statutory or Proof of	Statutory or Proof of
Unlimited Unlimited Unlimited Unlimited Unlimited Unlimited Unlimited S3,000,000 Agg. \$1,000,000 Agg.	WORKERS' COMP.	Exemption	Exemption	Exemption	Exemption	Exemption	Exemption	Exemption
\$3,000,000 Agg.	EMPLOYER'S LIABILITY	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
	*** PROFESSIONAL LIAB.		\$3,000,000 Agg.	\$1,000,000 Agg.				

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

All 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery. \*\* Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.

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

Each policy, as allowed by law, shall be endorsed stating that the contractor's insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract. The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.

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

#### NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

(For use of individual bidder)			
		oing business under the style and name of	
		my name under the penalties of perjury at	or
this day of	, 20		
		d/b/a	
(For use of partnership bidder)			
	ve bidding certification has been subsc	ribed, under the penalties of perjury, at	on this
		, one of the partners o	
		doing business	s under the style, partnership, and firm name of
	_ at	·	
		Partnership Name	
		By Co-Partner	
		co . a.u.e.	
(For use of corporate bidder)			
RESOLVED, that	·	n) be authorized to sign and submit the bid or pro e in such bid or proposal the certificate as to non-c	
Municipal Law as the act and deed of such		or misstatements in such certificate, this corporate	. ,
	,,,		
		Corporation at a	meeting of its board of directors held on the
day of, 20	<u></u> .		
Dated at	on this day of	20	
Dated at	on this day or		
(SEAL OF THE COR	PORATION)		
		Secretary	
		Name of Bidder	
		Po.	

Title

## **LEGAL STATUS INFORMATION**

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

FIRM NAME:				
PRINCIPAL OFFI	CE:			
Street			<del></del>	
City, State, Zip _				
Telephone ()		Fax ()		Email:
LOCAL OFFICE:				
Street				
City, State, Zip_				
Telephone ()		Fax ()		Email:
CONTRACT TO E	BE SENT TO: Prin	cipal Office		_ Local Office
CHECK ONE:	Corporation	Pa	artnership	Individual
	(Incorporated u	nder the Lav	vs of the State of	·
	(If foreign corp	oration, state	e if authorized to	do business in the State of New York:
	Yes	No	Not Applicabl	e)
TRADE NAMES:				
NAMES AND AD	DRESSES OF PA	RTNERS:		
NAME, TITLE, AN BIDDER:	ND ADDRESS OF	PERSON A	UTHORIZED T	O SIGN CONTRACT ON BEHALF OF
Name:				
Title:				
Address:				

#### PLEASE TYPE OR PRINT

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

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

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

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

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

The full name and residences of al follows: (Individuals or partnership bids of	persons and parties interested in the foregoing bid as principal only)	s are as
INDIVIDUAL, PARTNERSHIP OR COR	PORATE USE	
The undersigned certifies, under po	enalty of perjury, that he is fully authorized to sign this bid.	
Name and Address of Bidder:	Authorized Signature and Title:	
	Signature	
	Title	

#### "Iran Divestment Act of 2012" "Iranian Energy Sector Divestment"

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

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

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

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

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

			Corporate or Company Name
		By:	C: cm ot umo
			Signature
			Title
Sworn to before me this			
day of	, 20		
Notary Public			

# **CATTARAUGUS COUNTY**

#### DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

Kathleen M. Ellis Commissioner

Vacant Deputy Commissioner

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



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

PROJECT TITLE: Micro-Surfacing of Roads throughout the County

#### AFFIDAVIT OF COMPLIANCE AND RECEIPT OF PREVAILING WAGE SCHEDULE

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

#### 1) PREVAILING WAGE RATE:

The contractor agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the State of New York. The Contractor named below certifies that they have received the Prevailing Wage Rate Schedule **PRC#** 2019000387

#### 2) SOCIAL SECURITY TAXES:

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

Company				
Print Name		Title		<del>-</del>
Signature			Date	
State of New York				
County of	) ss: )			
Subscribed and Sworn	to before me this		day of	20
Ву				
Notary Public,				

# **CATTARAUGUS COUNTY**

#### DEPARTMENT OF PUBLIC WORKS

Development - Progress - Workmanship

Kathleen M. Ellis Commissioner

Vacant Deputy Commissioner

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



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

#### PLEASE NOTE

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

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

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

Respectfully, Dawn Smith, Procurement Specialist

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		Prevail	ing Wage		
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ontracting Agency			Send Reply To		
Cattaraugus County DPW Dawn Smith Procurement Specialist 8810 Route 242 Little Valley NY 14755 (716) 938-9121 Ext: 2465 (716) 938- 2782 Fax dasmith@cattco.org					
roject Information					
C	iption of Work Contract Id No.		aterials on Roads throughout the	County	
		Throughout County			
		Throughout County			
	Town	Throughout County			
	State / Zip	NY 14755			
		Heavy and Highway Const	ruction (New and Repair)		
	mata Rid Data	02/07/2019			

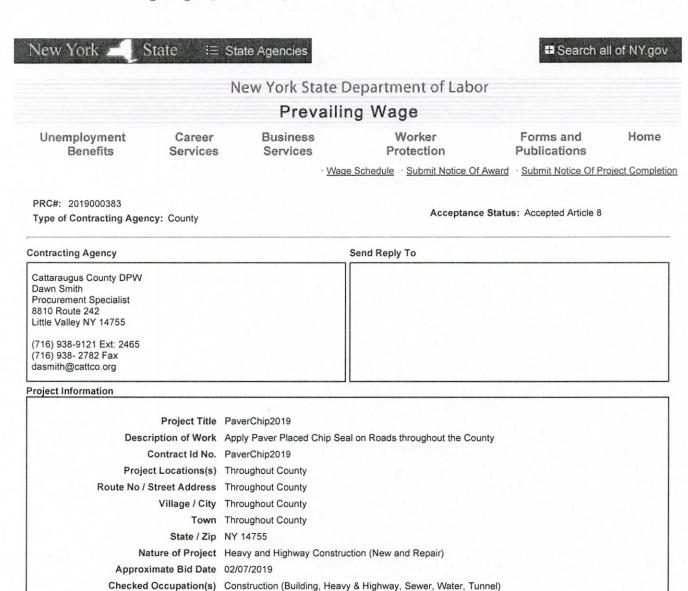
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Contracting Agency			Send Reply T	o		
Cattaraugus County DPW Dawn Smith Procurement Specialist 8810 Route 242 Little Valley NY 14755  (716) 938-9121 Ext: 2465 (716) 938- 2782 Fax dasmith@cattco.org						
Project Information						
Descrip Co Project I Route No / Str Natur Approxim	tion of Work ntract Id No. Locations(s) eet Address /illage / City Town State / Zip re of Project ate Bid Date	Heavy and Highway C	Construction (New and	Repair)		

Cattaraugus

i≡ State Agencies New York State ■ Search all of NY.gov New York State Department of Labor Prevailing Wage Unemployment Career Business Worker Forms and Home Protection Benefits Services Services **Publications** · Wage Schedule · Submit Notice Of Award · Submit Notice Of Project Completion PRC#: 2019000380 Acceptance Status: Accepted Article 8 Type of Contracting Agency: County **Contracting Agency** Send Reply To Cattaraugus County DPW Dawn Smith Procurement Specialist 8810 Route 242 Little Valley NY 14755 (716) 938-9121 Ext: 2465 (716) 938-2782 Fax dasmith@cattco.org **Project Information** Project Title ColdRecycle2019 Description of Work Cold In-Place Recycling of Asphalt Pavement throughout the County Contract Id No. ColdRecycle2019 Project Locations(s) Throughout County Route No / Street Address Throughout County Village / City Throughout County Town Throughout County State / Zip NY 14755 Nature of Project Heavy and Highway Construction (New and Repair) Approximate Bid Date 02/07/2019 Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel) Applicable Counties

New York State ■ Search all of NY.gov New York State Department of Labor Prevailing Wage Unemployment Business Worker Career Forms and Home Benefits Protection **Publications** Services Services · Wage Schedule · Submit Notice Of Award · Submit Notice Of Project Completion PRC#: 2019000381 Acceptance Status: Accepted Article 8 Type of Contracting Agency: County **Contracting Agency** Send Reply To Cattaraugus County DPW Dawn Smith **Procurement Specialist** 8810 Route 242 Little Valley NY 14755 (716) 938-9121 Ext: 2465 (716) 938-2782 Fax dasmith@cattco.org **Project Information** Project Title SurtTreat2019 Description of Work Surface Treating of Roads throughout the County Contract Id No. SurfTreat2019 Project Locations(s) Throughout County Route No / Street Address Throughout County Village / City Throughout County Town Throughout County State / Zip NY 14755 Nature of Project Heavy and Highway Construction (New and Repair) Approximate Bid Date 02/07/2019 Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

**Applicable Counties** 



**Applicable Counties** 

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		New York Sta	ate Department of	Labor		
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PRC#: 2019000382  Type of Contracting Agency:	County		Acc	eptance Status	s: Accepted Article 8	
Type of Contracting Agency.	County					
Contracting Agency			Send Reply To			
Cattaraugus County DPW Dawn Smith Procurement Specialist 8810 Route 242 Little Valley NY 14755  (716) 938-9121 Ext: 2465 (716) 938- 2782 Fax dasmith@cattco.org						
Project Information						
Descripti	on of Work	Hot Recycle2019 Hot In-Place Recycling HotRecycle2019	g of existing Asphalt Pavement	t throughout the	County	
		Throughout County				
		Throughout County Throughout County				
		Throughout County				
	State / Zip	NY 14755				
Nature	e of Project	Heavy and Highway C	construction (New and Repair)			
Approxima	te Bid Date	02/07/2019				
Checked Oc	cupation(s)	Construction (Building	, Heavy & Highway, Sewer, W	ater, Tunnel)		

Applicable Counties

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		Prev	ailing Wa	ge			
Unemployment Benefits	Career Services	Business Services		Worker otection	Forms and Publications	Home	
			· Wage Schedule	· Submit Notice O	f Award · Submit Notice Of Pre	oject Completi	
PRC#: 2019000384  Type of Contracting Agency	y: County			Acceptano	ce Status: Accepted Article 8		
Contracting Agency		Send Reply To					
Cattaraugus County DPW Dawn Smith Procurement Specialist 8810 Route 242 Little Valley NY 14755 (716) 938-9121 Ext: 2465 (716) 938- 2782 Fax dasmith@cattco.org							
Project Information							
		FiberReinf2019 Apply Fiber Reinforce FiberReinf2019	ed Bituminous Memb	orane to roads thro	ughout the County		
Project Locations(s)		Throughout County					
Route No / Street Address							
		Throughout County Throughout County					
	State / Zip						
Natu	100 march 117	Heavy and Highway C	Construction (New a	nd Repair)			
	nate Bid Date						
		Construction (Building	. Haarar 9 Hishman	Course Weter To	unnal)		

New York State ⋮≡ State Agencies ⊞ Search all of NY.gov New York State Department of Labor Prevailing Wage Worker Forms and Home Unemployment **Business** Career **Publications** Benefits Services Protection Services · Wage Schedule · Submit Notice Of Award · Submit Notice Of Project Completion PRC#: 2019000385 Acceptance Status: Accepted Article 8 Type of Contracting Agency: County **Contracting Agency** Send Reply To Cattaraugus County DPW Dawn Smith **Procurement Specialist** 8810 Route 242 Little Valley NY 14755 (716) 938-9121 Ext: 2465 (716) 938-2782 Fax dasmith@cattco.org **Project Information** Project Title HotMixAsphalt2019 Description of Work Hot Mix Asphalt In-Place Paving throughout the County Contract Id No. HotMixAsph2019 Project Locations(s) Throughout County Route No / Street Address Throughout County Village / City Throughout County Town Throughout County State / Zip NY 14755 Nature of Project Heavy and Highway Construction (New and Repair) Approximate Bid Date 02/07/2019

**Applicable Counties** 

Cattaraugus

Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)