

**Yates County Highway Department  
Minimum Specifications for 2017  
PAVER PLACED SURFACE TREATMENT**

**GENERAL TERMS AND CONDITIONS**

Bids shall be received at the Highway Department, until 10:00 a.m. local time on Thursday March 23, 2017 at which time bids shall be opened and read publicly.

**1. Objective:**

This bid document is published in order to obtain competitive prices for: Paver Placed Surface Treatment. Reference the “Bid Specifications” section of this bid document.

**2. Acquisition of Bid Documents:**

- a. Bid documents are available, as of this date, at the Yates County Highway Department, 939 State Route 14A, Penn Yan, New York. The office is open Monday – Friday, 7:00 A.M. – 3:30 P.M., except holidays. Telephone number 315-531-3200. These documents are also available on the internet; Yates County website at [www.yatescounty.org](http://www.yatescounty.org); click on Highway Department, Bid Specifications & Results.
- b. Each bidder bears sole responsibility for acquisition of bid documents. Request for bid documents to be forwarded is neither a guarantee nor an incurred obligation on the part of Yates County to ensure requestor’s receipt of bid documents; timely or otherwise.
- c. Receipt of these bid documents, unsolicited or otherwise, shall not be construed a pre-determination of your company’s qualifications to receive a contract award. Nor shall said receipt of these bid documents be interpreted an endorsement that the recipient’s equipment, materials, products, and/or services are in compliance with the bid specifications.

**3. Examination, Interpretation, Correction of Bid Documents:**

Each bidder shall examine all bid documents and judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Highway Department at least three (3) days prior to the scheduled bid opening. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The issuance of written addendum/addenda is the only official method whereby interpretation, clarification or additional information can be given.

**4. Requirements:**

**a. Prevailing Law -**

To all interested parties – any and all requirements specified herein notwithstanding, it is Yates County’s intent that, in all instances and under any circumstance, the law of the land shall be in force. Yates County does not knowingly request nor does it knowingly authorize action(s) which are contrary to the laws, regulations, mandates and all such statutes which are in force at any time during the term of any contract awarded as a result of this bid solicitation. Laws, regulations, mandates and all such statutes as promulgated by authorized government entities shall prevail.

**b. Requirements –**

It shall be understood and agreed by all interested parties that, unless amended (specifications modified and/or waived) by Yates County, and only to the extent amended by the County, any and all information contained in this bid document is to be considered an essential component of the bid document and subsequent contract(s) AND that the bid document as published or amended represents the requirements acceptable to Yates County.

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**However**, any and all requirements specified herein notwithstanding, it shall be understood and agreed by all interested parties that the following shall apply:

Yates County reserves as its right, the right to amend (modify and/or waive) specifications where such amendment;

- i. does not alter the essential nature and/or performance (the form, function, and utility) of the equipment, product, or service.
- ii. encourages the proffer of equivalent equipment, product, or service from interested vendors and manufacturers.

- c. Unless amended (specifications modified and/or waived) by the County, and only to the extent amended by the County, this document (all information, terms and conditions, requirements, specifications, and addendum/addenda) shall prevail. If amended, said document as amended shall prevail.
  - i. Award of a bid shall not be construed as approval, by the County, for the awardee to deviate from this document; regardless of whether said deviation(s) is stated in the bidder's attachment(s) to its bid.
  - ii. Further, the County shall not be bound by the contents and language expressed in the bidder's bid attachment(s) to its bid; including any attachment(s) submitted to the bidder by manufacturers, sub-contractors, suppliers, and other parties.

**5. Preparation of Bid Documents:**

Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

- a. All bid forms shall be legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.).
  - i. If the submittal of unit price(s) is a requirement, said *unit price(s) shall prevail*.
  - ii. *All mathematical functions (extensions, additions, etc.) are subject to audit.*
  - iii. In the event of a discrepancy between the price in words and that in figures, the lower price shall be considered the price bid.
  - iv. Each price bid shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.
- b. All forms requiring the bidder's signature shall be signed by the bidder or the bidder's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
- c. The bidder shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.
- d. All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.

**6. Non-Collusive Bidding Clause and Certificate:**

- a. Clause –

“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:

  1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting

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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 to submit a bid for the purpose of restricting competition.”

- b. The bidder shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference the “**NON-COLLUSIVE BIDDING CERTIFICATE**” form included in this bid document.

**7. Hold Harmless Clause and Form:**

- a. Clause –  
“The Contractor agrees that it shall at all times save harmless the County of Yates from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the Contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”
- b. The bidder shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the “**HOLD HARMLESS CLAUSE**” form included in this bid document.

**8. Required Insurance(s) and OSHA Training:**

- a. This bid document includes an information sheet entitled: **YATES COUNTY STANDARD INSURANCE REQUIREMENTS**. These requirements establish the minimum insurance(s) which the awardee(s) shall have in effect prior to entering into a contract to do business with Yates County. Said insurance(s) are required to remain in effect throughout the term of the contract(s). In the event that the awardee’s insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the awardee’s contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Yates County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.
- b. **Additional Insured, Certificate Holder, and Bid Document Number -**
  - i. **Yates County shall be named\* as an “Additional Insured”** in the contractor’s policy for all intents and purposes of contract(s) issued as a result of an award of this bid.  
**\*Note: “Additional Insured”** shall read – Yates County, 939 State Route 14A, Penn Yan, NY 14527; reference **8.b.iii**, herein.
  - ii. **“Certificate Holder”** shall read – Yates County, 939 State Route 14A, Penn Yan, NY 14527; reference **8.b.iii**, herein.
  - iii. With regard to **“Additional Insured” and “Certificate Holder”**; unless specified to the contrary herein, the following shall not be acceptable to Yates County:
    - Other designations such as “Yates County Legislature”

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- Specific departments (committees, sub-groups, etc.) such as “Department of Public Works”
    - Other entities (public or private) and named individuals such as “ABC” Township, “XYZ” Corporation, “John and Mary Doe”, etc.
  - iv. The **Bid Title** shall be referenced in the “Description” / “Additional Comments” section of the Certificate of Insurance form.
  - c. Each awardee shall submit an **original** of its **Certificate of Insurance** (which indicates the contractor’s compliance with the above sections a. and b. to the following:  
Yates County Highway Department, 939 State Route 14A, Penn Yan, New York 14527
  - d. The **Certificate of Insurance** must be approved by the County prior to the contractor’s acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
  - e. Self-employed persons must carry such Worker’s Compensation coverage as directed by the County.
  - f. **Workers’ Compensation Insurance Exemption—**  
Contractors claiming to be exempt from the requirement to carry/provide Workers’ Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers’ Compensation Board.
  - g. **OSHA Training—**  
Wherein a contractor and Yates County are both parties to a contract involving a public works project with an aggregate dollar value of **two hundred and fifty thousand dollars (\$250,000.00) or more**; said contract shall be understood, by all parties, to include “the provisions that all of the contractor’s and sub contractors laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in construction safety and health.” Such requirement having been mandated by the New York State Laws of 2007, chapter 282. In those instances where a Bid/RFP submittal is required, said certification(s) shall be included with the bidder’s/proposer’s submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor’s non-certified laborers, workers, and mechanics.
9. **Sales Tax Exemption:**  
The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.
10. **NYS Labor Law; “Prevailing Wage and Supplements”:**
- a. The attention of each and all bidders is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – **“Prevailing Wage and Supplements”**. Yates County does, in good faith, identify those projects/services it believes to be – “Prevailing Wage and Supplements” projects/services. The failure of Yates County to accurately assess the wage status of a particular project/service shall not relieve the awardee of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Rochester District Office at (585) 258-4505 for a determination of project/service status.
  - b. All interested parties (including, but not limited to, bidders, contractors, and sub-contractors) shall note, understand and comply with the following:  
In the event the New York State Department of Labor amends the “Prevailing Wage Rate Schedule” applicable to contracts entered into as a result of an award of this bid solicitation document, said interested party(ies) that are required to pay “Prevailing Wages and Supplements”

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shall be required to pay said “Prevailing Wages and Supplements” in accordance with the most current, applicable “**Prevailing Wage Rate Schedule**” in effect at the time the work is performed.

- c. The **General Provisions of Laws Covering Workers; NYS-DOL** requires as follows:

“Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Yates County), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. Yates County) shall receive and maintain such payrolls.” As provided for, by the above referenced provisions, Yates County is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. **Therefore, Yates County shall withhold payment(s) to contractors who have not submitted the initial “Certified Payroll” and the periodic “Certified Payroll(s)” as required herein.**

11. **Equivalents:**

Where, in the bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, compatibility and equally adaptable for the intended purposes, as determined by the County, and are submitted as specified in the bid documents, will be considered and may be accepted. The decision of the County as to equal will be final.

12. **Supportive Documentation:**

In addition to specifications stated herein, all equipment/material/products/services shall meet or exceed current standards of the industry. All technical tolerances, ratings, power outputs or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available equipment/material/products/services. The fact that a manufacturer chooses not to produce equipment/material/products to meet these specifications shall not be considered sufficient cause to adjourn these specifications as restrictive. Bidder shall offer the equipment/material/products/services which comes closest to meeting these specifications. **Where deviation(s) from the specifications contained herein is necessary, the bidder shall note such deviation(s). Bidder shall include supportive documentation that clearly indicates the equipment/material/products/services they bid is equivalent to that specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.**

13. **Protection from Claim Against “Or Equal”:**

In the event of any claim concerning or relating to the issue of “equal or better” or “equal”, the awardee agrees to hold the County of Yates free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

14. **Addendum/Addenda:**

- a. If an addendum has been issued prior to the County’s receipt of bids; Yates County shall attempt to notify potential bidders known to have received the bid documents and whose contact information is on file with the County. Yates County does not ensure the potential bidder’s receipt of addendum. It shall be the responsibility of each bidder, prior to submitting its bid, to contact the Highway Superintendent (315) 531-3200, to determine if an addendum has been issued.

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- b. Addendum shall be available for review and/or copy at the Highway Department or on the Yates County Web site ([www.yatescounty.org](http://www.yatescounty.org)).
  - c. It is a requirement that the bidder sign, date, and include the addendum with its bid submittal.
15. **Multiple/Alternate Bid Submittal(s):**  
For those bidders intending to submit multiple/alternate bids in response to this bid solicitation; the bidder is required and shall submit a completed bid documents packet for each bid submitted.  
**Note:** However, if there is a bid surety requirement, one (1) bid surety instrument, written for the highest required amount, shall suffice.
16. **Submittal of Bid(s):**
- a. For each bid it submits, the bidder shall submit two (2) sets of its bid; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer's specifications, etc.)
    - i. One (1) set shall be stamped (or otherwise indicated) as being the "**ORIGINAL.**"
    - ii. One (1) set shall be stamped (or otherwise indicated) as being the "**DUPLICATE**" or "**COPY.**"
    - iii. Information presented in the "**ORIGINAL**" set of the bid submittal shall prevail.
  - b. **Requirements for Addressing the Bid Submittal Envelope :**
    - i. The bid shall be submitted in a sealed opaque envelope marked on the outside with: the bidder's name and address and the designation: "**Sealed Bid for Paver Placed Surface Treatment**".
    - ii. The envelope shall be addressed to Yates County Highway Department, 939 State Route 14A, Penn Yan, NY 14527.
  - c. Facsimile transmitted bids are not acceptable and shall be rejected.
17. **Late Bids:**  
Bidders shall bear sole responsibility for the delivery of their bid in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the bidder's risk. Late bids shall not be considered and shall be returned unopened.
18. **Right of County to Seek Clarification, Accept or Reject Bid(s), etc.:**
- a. Yates County reserves as its right, the right to require clarification from bidders for the purpose of assuring a full understanding of the bidder's responsiveness to the solicitation requirements.
  - b. Yates County reserves as its right; the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).
19. **Civil Rights:**  
The County of Yates, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all bidders that it will affirmatively ensure that any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin. All bidders, their agents and/or their subcontractors must abide by all provisions of Title VI of the 1964 Civil Rights Act and any subsequent amendments to that Act.

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20. **Award of Bid:**

For the purposes of this bid and subsequent award(s), **it is intended that award(s) will be made to the lowest responsible bidder(s).**

- a. Award(s) shall only be made to bids submitted by qualified, responsive, and responsible bidders who sufficiently meet the terms, conditions, and specifications stated herein. **However**, under all circumstances and all statements to the contrary notwithstanding, Yates County reserves as its right, the right to determine award(s)/awardee(s) in accordance with the best interest of Yates County.
- b. Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the appropriate committee(s) of the Yates County Legislature before any award may be made. Receipt of bids by the County shall not be construed as authority to bind the County.

21. **Executory Clause:**

In accordance with Section 41 of the New York State Finance Law, Yates County shall have no liability under any contract or contracts to any awardee or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contract(s).

22. **Assignability:**

The awardee shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract (and/or work to be performed as a result of the contract) or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Highway Superintendent and the Yates County Public Works Committee.

23. **Authorized Purchase(s):**

All purchases made on behalf of the County shall be authorized by the Highway Superintendent or his/her designee(s). Yates County shall not be responsible for unauthorized purchases.

24. **Awardee's Failure to Comply:**

The awardee's failure to perform in compliance with the bid award shall result in a withholding of payment. The payment shall be withheld until such time as the awardee fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of Yates County. Such action would not necessarily preclude further initiatives on the part of Yates County to protect and preserve its interests.

25. **Sufficient Inventory, Equipment, and Staff:**

Awardee is required to have sufficient inventory, equipment and staff available and/or have guaranteed access to sufficient inventory, equipment and staff to fulfill its responsibility as a result of receiving the bid award.

Failure of the awardee to fulfill its responsibility shall be sufficient cause for and entitle Yates County to:

- a. Damages and/or
- b. Purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Yates County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

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26. **Cancellation of Contract:**

Yates County reserves, as its right, the right to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty to Yates County and without stated reason, by delivering a written ten (10) day notice of intent to the awardee(s) or its representative(s). Said notification mailed to the awardee or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

27. **Extension Clause**

It is the Yates County Highway Department's policy to bid all materials/services on an annual basis. Yates County reserves the right to renew this agreement under the same terms and conditions as stated herein for a one (1) year period from the expiration date of the original bid, with a two (2) year maximum option to renew, and provided that such an extension is agreed to in writing by both parties 30 days before the end of the original contract or one-year extension.

28. **Other Agencies**

The Contractor(s) and/or Vendor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Yates County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Yates County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and/or Vendor(s) and any third party.

29. **Standard(s):**

It shall be understood by all parties that;

- a. Where in this bid document, compliance with a certain standard (or standards) is required, the awardee shall be required to comply with said standard(s) in its most recent revised form; i.e. the most current revision. The term "standard(s)" shall include, but is not limited to, all laws, mandates, regulations, etc. established by government bodies, as well as established industry and professional standards.

The following are by way of example only and shall not be considered "all-encompassing":

Standard:

ASTM  
ANSI  
US-EPA/Federal EPA  
NYS DOT

Established By:

American Society for Testing Materials  
American National Standards Institute  
United States Environmental Protection Agency  
New York State Department of Transportation

- b. Regardless of whether or not standards\* are specified herein, it shall be deemed a requirement that all awardees adhere to the most current Government, Industry and Professional standards; regardless of whether those standards are established via dictum or "common practice".

\*See a. above

30. **Interchangeable Terminology:**

For the purpose(s) of this bid solicitation, the following terms are used interchangeably:

- a. Yates County, County and Owner.
- b. Yates County Highway Superintendent and Highway Superintendent.



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- c. Bid Documents, Bid Solicitation, and Bid Specifications.
- d. Awardee, Contractor, and Vendor.

31. **Bidder's List:**

A "Bidder's List" shall not be made available prior to the bid opening.

32. **Contact Personnel:**

Questions, concerns, and/or requests for clarification should be directed to:

David Hartman, Highway Superintendent

Craig Prior, Deputy Superintendent

Sue Kurz, Administrative Assistant

Telephone (315) 531-3200

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**YATES COUNTY STANDARD INSURANCE REQUIREMENTS**

**Prior to commencement of work, delivery of services, acquisition of merchandise or equipment** a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement. A Certificate of insurance may be used to show coverage only.

**ITEMS:**

- A. Yates County, 939 State Route 14A, Penn Yan, NY 14527 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Yates County 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. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of converge on this policy, at least thirty (30) days advance written notice shall be given to Yates County Highway Department, 939 State Route 14A, Penn Yan NY 14527

**MINIMUM COVERAGES AND LIMITS ARE**

**Workers' Compensation Coverage will be required for anyone doing any kind of work for Yates County.**

**This includes self-employed individuals.**

<b>TYPE OF CONTRACT</b>	<b>COVERAGES REQUIRED</b>	<b>LIMITS REQUIRED</b>
PROFESSIONAL SERVICES	<b>PROFESSIONAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONSTRUCTION & MAINTENANCE	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS ,PRODUCTS &amp; COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE,(XCU HAZARDS)</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS &amp; COMPLETED OPERATIONS , CONTRACTUAL, BROAD FORM PROPERTY</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
COUNTY PROPERTY USED BY OTHERS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS ,PRODUCTS &amp; COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS ,PRODUCTS &amp; COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions please contact the Yates County Highway Department 315-531-3200.

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**HOLD HARMLESS CLAUSE**

The Contractor agrees that it shall at all times save harmless the County of Yates from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the Contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_ Federal Employee ID #: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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**NON-COLLUSIVE BIDDING CERTIFICATE**

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:

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 to submit a bid for the purpose of restricting competition.

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_ Federal Employee ID #: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**Yates County Highway Department  
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PAVER PLACED SURFACE TREATMENT**

**BID SPECIFICATIONS**

**Description:**

**The Paver Placed Surface Treatment** system shall consist of a warm polymer modified emulsion sprayed immediately preceding the application of a hot mix asphalt wearing course which forms a homogeneous well-textured and wearing surface that can be opened to traffic immediately on cooling. The normal thickness of the layer shall be 5/8"; the maximum thickness of the mat shall not exceed 1 1/2".

**Polymer Modified Asphalt Emulsion Material:**

The liquid material shall be a cationic, rapid setting, asphalt emulsion, NYS item 702-4001 except as modified in **Data Table I — Polymer Modified Asphalt Emulsion**. The emulsion shall be obtained from a storage facility that has been approved by the Director of the Materials Bureau, NYSDOT, within the calendar year, prior to the start of work.

**Hot Mix Asphalt Material for Wearing Course:**

The wearing course shall be a mixture of single size coarse aggregate, fine aggregate, mineral filler and asphalt cement. The single size coarse aggregate shall be nominal 1/4" for Type-A mix, nominal 3/8" for Type-B mix or nominal 1/2" for Type-C mix, according to the gradation specifications in **Data Table II**. The hot mix asphalt concrete shall be obtained from a facility that has been approved by the Director of the Materials Bureau, NYSDOT, within the calendar year, prior to the start of work. The asphalt content of the mix shall be 4.8-5.3% by weight of the total mix and must be computed based on the actual job mix.

**Surface Preparation:**

The following items will be performed by the contracting agency, unless otherwise directed.

- A. Manhole covers, water valves, catch basins and other such drawings shall be clearly referenced for location and adjustment after the surfacing operation.
- B. Thermoplastic traffic markings shall be removed. All vegetation at the edge of the pavement shall be removed.
- C. Pavement cracks and joints, greater than 1/4" wide shall be cleaned and filled with an approved material prior to surfacing operation.
- D. Before applying **Paver Placed Surface Treatment**, serious surface irregularities shall be corrected. Wheel ruts greater than 1" in depth shall be filled prior to the resurfacing operation.
- E. The pavement surface area to be overlaid shall be cleaned and made free of any debris that may hinder bonding of the overlay.

**Application:**

**Paver Placed Surface Treatment** shall be placed on a dry or damp, but not on a wet pavement surface. The pavement temperature shall not be less than 50°F and rising.

The polymer modified asphalt emulsion shall be applied by the asphalt emulsion spray system mounted on the self-priming paver. The spray system shall accurately, uniformly and continuously monitor the rate of application across the entire width to be overlaid.

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The rate of spray shall be  $0.2 \pm 0.05$  gallons per square yard. The asphalt emulsion shall be applied at a temperature of 140-180°F. No wheel or other part of the paving machine shall come into contact with the polymer modified asphalt emulsion before the hot mix asphalt-wearing course is applied.

The hot asphalt concrete wearing course shall be delivered to the self-priming paver at a temperature of 315+15°F. The application rate of the hot asphalt aggregate mixture shall be:

Type A (nominal 1/4")  $60 \pm 10$  pounds per square yard

Type B (nominal 3/8")  $65 \pm 10$  pounds per square yard

Type C (nominal 1/2")  $70 \pm 10$  pounds per square yard

The hot mix asphalt-wearing course shall be spread over the polymer modified asphalt emulsion within seconds of the spray application. Where shape correction is necessary or the old surface is porous, the application rate of the emulsion and hot mix asphalt wearing course may need to be increased.

Compaction of the **Paver Placed Surface Treatment** shall be accomplished with a minimum of at least one steel wheeled, double drum roller of a minimum dead weight of ten (10) tons before the material temperature has fallen below 180°F at mid-layer. Due to this speed of the paving machine, and if production is over 15,000 square yards per day, two-wheeled double drum rollers may be required.

**Traffic:**

Maintenance and protection of traffic will be provided by the contracting agency.

The new pavement surface may be opened to traffic when rolling is completed and proper cooling has taken place. In general, traffic can use the new surface at a distance of 300 feet behind the last roller.

**Verification of Quantities and Testing:**

At the end of each working day or completed job site, a check shall be made to determine the quantities of polymer modified asphalt emulsion used. The check shall be made by means of the gauge on the self-priming paver or the unit used to transport the material. The total gallons of material sprayed shall be divided by the total square yards sprayed to determine yield per square yard.

The hot mix asphalt concrete spread rate shall be calculated by dividing the tonnage by the square yards covered to determine yield per square yard.

Samples of hot mix asphalt shall be taken at a rate of 1 per 250 tons and tested for aggregate gradation and asphalt cement content. Samples of the polymer modified asphalt emulsion shall be taken once per tanker load or once per day.

At the conclusion of each day's production, delivery ticket or invoice shall be completed by the contractor and signed by a representative of the contracting agency.

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**DATA TABLE I**

**Polymer Modified Asphalt Emulsion:** This material shall be cationic asphalt emulsion modified with an approved polymer, using either natural or synthetic latex. It shall be smooth and homogeneous and shall conform to the following requirements and be available on site at a temperature of not less than 140°F.

Test	Method	Minimum	Maximum
(Polymer Content) ER Value%	ASTM D 6084	50	---
Demulsibility, % by wt. of Residue	ASTM D 6936	40	---

**DATA TABLE II  
Single Size Coarse Aggregate Component Gradation**

AASHTO Standard Sieves		Total Percent Passing By Weight		
US	Mm	Type A (1/4")	Type B (3/8")	Type C (1/2")
1/4	19			100
1/2	12.5	-	100	85-100
3/8	9.5	100	85-100	25-50
1/4	6.3	85-100	0-15	0-15
4	4.75	25-50	0-3	0-3
8	2.36	0-3	0	0

**DATA TABLE III  
Coarse Aggregate**

Tests	Method	Light Medium Traffic <200 heavy vehicles/day	Heavy Traffic >200 heavy vehicles/day
Los Angeles Abrasion value %	ASTM C131	<25	<20
Water Absorption %	ASTM C127	<2	<2
Flatness index %	NFP 18-561	<20	<15
Flatness Coefficient (G/E) <sup>1</sup>	NFP 19-561	<1.59	<1.58
Crushing Ratio %	Observation	100	100
Overall cleanliness (% Pas # 30)	ASTM C142	<2	<2
Resistance to Stripping <sup>2</sup>	ASTM D3625	>95	>95

<sup>1</sup> Where "G" is the smallest square opening through which the particles can pass and "E" is the slot through which the particles can pass.

<sup>2</sup> Anti-stripping agents may be required to provide acceptable values

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**DATA TABLE IV  
Fine Aggregate Component Gradation**

AASHTO Standard Sieves		Percent Passing by Wt.
US	Metric	Type A, B or C
#4	4.75	100
#8	2.36	90 — 100
#16	1.18	60 — 80
#30	0.60	45 — 60
#50	0.30	30 — 40
#100	0.15	20 — 30
#200	0.075	15 — 25
Crushing Ratio, percent minimum (Observation)		100
Sand Equivalency, percent minimum (ASTM D2419)		

**Mineral Filler, if required, may be hydrated lime, Fly ash or Bag-house fines 100% passing #100, 80% passing #200.**

**DATA TABLE V  
Combined Aggregate Gradations-Design Target Envelopes**

AASHTO Standard Sieves		Total Percent by Weight		
US	Metric	Type A (1/4")	Type B (3/8")	Type C (1/2")
3/4	19	---	---	100
1/2	12.5	---	100	85 — 100
3/8	9.5	100	85 — 100	70 — 90
1/4	6.3	85 — 100	30 — 55	30 — 55
#4	4.75	40 — 80	24 — 45	24 — 45
#8	2.36	21 — 45	21 — 37	21 — 37
#16	1.18	16 — 32	16 — 26	16 — 26
#30	0.60	12 — 25	12 — 20	12 — 20
#50	0.30	8-16	8-16	8-16
#100	0.15	5-10	5-10	5-10
#200	0.075	5— 7	5— 7	5— 7
% PGB		4.9 — 5.3	4.8 — 5.2	4.8 — 5.2

**Note:** All aggregate percentages are based on the total weight of aggregate.

**Asphalt Binder:** Use the appropriate performance Graded asphalt binder for the project geographical location and design traffic level.



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**Guarantee:**

One year guarantee on all materials and/or workmanship shall apply to the work covered by this Contract. The guarantee shall begin on the date of satisfactory completion of the project. The guarantee shall cover all materials and workmanship provided by the Contractor, as well as mix design and all necessary field and laboratory tests to insure an acceptable product, conforming to the specifications. When materials furnished, or the workmanship performed does not conform to the specifications, or is deemed unsatisfactory by the Yates County Highway Superintendent, the Contractor shall have thirty (30) days, after receiving written notification from the Superintendent, to correct, repair or replace the defective or inferior materials and/or workmanship at his or her expense to the satisfaction of the Yates County Highway Superintendent. The guarantee shall be automatically extended to one year from the completion of any corrections, repairs or replacement of defective materials. The cost of any inspections, sampling or tests that reveal defective, inferior or inadequate materials or workmanship and any subsequent inspections, sampling or tests shall be paid by the Contractor.

Prior to the placement of any bituminous materials, the Contractor or supplier shall inspect the project thoroughly and inform the Superintendent in writing of any defective or inferior condition that may adversely affect the finished pavement. The contractor shall also inspect, sample and test all materials in stockpile, supplied by Yates County to insure compatibility and quality and shall notify the Yates County Highway Superintendent in writing of any deficiencies.

No guarantee of workmanship or materials provided by others or of conditions of which the Contractor could reasonably be considered to be unaware, is required.

It is understood and agreed that the manufacturer of new products and products which are not covered by the State Department of Transportation specifications, have superior knowledge and expertise regarding such products and shall assume full responsibility for the quality, workmanship, application and suitability of such products. While it is not Yates County's intent to discourage the development of new products and methods, neither is it the intent of Yates County to speculate or experiment with new products at public expense.

Bids on new products or products not covered by NYSDOT specifications shall include a detailed and complete set of specifications including Properties, Tests Results, Method of Application and all negative and positive results of which the manufacturer is aware of or becomes aware of prior to completion of the project.

**Prevailing Wage:**

The successful contractor(s) that receive bid awards from Yates County shall comply with all current prevailing hourly wage rate labor laws of the State of New York as applicable to Public Works projects and contracts and the Contractor(s) shall not discriminate on account of sex, race, color, creed or national origin in the employment of citizens for public works projects.

**Bidders shall reference NYS Dept. of Labor Prevailing Rate Case Number (PRC#) 2017002173  
Prevailing rates can be viewed at the following website hyperlink:**

<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1363660>

**Certified payrolls shall be submitted to Yates County Highway Department when invoices for completed work are submitted for payment.**

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**BID SHEET**

**ASPHALT PRICE ADJUSTMENTS:**

Price adjustments will be allowed as part of the bid in accordance with NYS OGS formula. **The base terminal price is the October 1, 2016 price of \$386 per English ton.** All Bid prices shall be for English tons.

ALL BID PRICES are per Square Yard

Square Yard Range	Type A – 1/4”	Type B – 3/8”	Type C – 1/2”
5,000 to 15,000 S.Y.	\$ _____	\$ _____	\$ _____
15,001 to 30,000 S.Y.	\$ _____	\$ _____	\$ _____
30,001 plus S.Y.	\$ _____	\$ _____	\$ _____

Allowable DEDUCTIONS per square yard if Contracting Agency elects to supplement operations with their equipment and labor.

**Deduct** \$ \_\_\_\_\_ per square yard if Contracting Agency furnishes and operates compaction equipment.

**Deduct** \$ \_\_\_\_\_ per square yard if Contracting Agency furnishes hauling of hot mix asphalt from plant to lay down machine.

**Add On** \$ \_\_\_\_\_ per square yard if contractor supplies Maintenance & Protection of Traffic

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

(Print name)

(Signature)

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_ Fed ID # \_\_\_\_\_