

**COUNTY OF MADISON
DIVISION OF PURCHASE
MADISON COUNTY OFFICE BUILDING
WAMPSVILLE, NY 13163**

COPY OF LEGAL ADVERTISEMENT

Pursuant to Section 103 of the General Municipal Law, sealed proposals for

Cold In-Place Recycling At Various Sites in Madison County:

- SITE NO. 1** East Hill Road, Town of Stockbridge
 Stockbridge Falls Road, Town of Stockbridge
- SITE NO. 2** Swamp & Mason Road, Town of Brookfield
 Lake Moraine Road, Town of Madison
- SITE NO. 3** Peth Road, Town of Cazenovia
 Fabius Road, Town of Cazenovia
 Damon Road, Town of Cazenovia and Nelson
 Dugway Road, Town of DeRuyter and Nelson
 Lincklaen Road, Town of DeRuyter

will be received at the Office of the Purchasing Agent, Madison County Office Building #4, 138 North Court Street, Wampsville, New York 13163 until **10:00 a.m.** (Local Time) on **Thursday, March 13, 2014.**

Specifications are available at www.madisoncounty.ny.gov. Right reserved to reject any or all bids.

The Prevailing Wage Rates obtained at www.labor.ny.gov.

Each proposal shall be accompanied by a bid security in the amount of 10 percent (10%) of the total bid in the form of a bid bond, certified check, bank cashier/teller/treasurer's check payable to the County of Madison, or cash.

The bidder to whom the Contract is awarded will be required to furnish a Performance Bond and a Labor and Materials Bond from an acceptable Surety for an amount equal to 100% of the accepted bid, a Certificate of Insurance and proof of Workers' Compensation.

This project is subject to the provisions of Chapter 605, Laws of the State of New York of 1959, Section 103-A of The General Municipal Law and subsequent amendments.

Required for Department: Madison County Highway Department

Delivery to: As Specified

Dated: February 27, 2014

Cindy Urtz
Purchasing Agent

INVITATION

**SEALED PROPOSALS, SUBJECT TO THE CONDITIONS AS
SHOWN HEREIN, REQUESTED ON THE FOLLOWING ITEM
FOR THE DEPARTMENT AS MENTIONED, WITH THE
DELIVERY TO DESTINATION SHOWN. PROPOSAL SHALL
INCLUDE ALL CHARGES.**

THESE SHEETS SHOULD REMAIN INTACT

---- DO NOT DETACH ----

COUNTY OF MADISON

NOTICE TO BIDDERS

**COLD IN-PLACE RECYCLING
AT VARIOUS SITES IN MADISON COUNTY LOCATIONS:**

- SITE NO. 1** East Hill Road, Town of Stockbridge / **PRC#2014001255**
Stockbridge Falls Road, Town of Stockbridge / **PRC#2014001256**
- SITE NO. 2** Swamp & Mason Road, Town of Brookfield / **PRC#2014001265**
Lake Moraine Road, Town of Madison / **PRC#2014001260**
- SITE NO. 3** Peth Road, Town of Cazenovia / **PRC#2014001257**
Fabius Road, Town of Cazenovia / **PRC#2014001266**
Damon Road, Town of Cazenovia and Nelson / **PRC#2014001262**
Dugway Road, Town of DeRuyter and Nelson / **PRC#2014001267**
Lincklaen Road, Town of DeRuyter / **PRC#2014001268**

The Madison County Purchasing Department will receive sealed proposals until **10:00 a.m. local time on March 13, 2014** at the Office of the Purchasing Agent, Madison County Office Building, Wampsville, New York, for Cold Recycling Paving. All proposals received pursuant to this notice will be publicly opened and read aloud immediately thereafter. Proposals may be hand delivered to the Purchasing Department or may be mailed to:

Office of the Purchasing Agent
PO Box 635
Wampsville, NY 13163

Specifications are available at www.madisoncounty.ny.gov. Right reserved to reject any or all bids.

The Prevailing Wage Schedule may be obtained at www.labor.ny.gov.

Each proposal shall be submitted in accordance with instructions contained in the Information to Bidders.

Each proposal shall be accompanied by a bid security in the amount of 10 percent (10%) of the total bid in the form of a bid bond, certified check, bank cashier/teller/treasurer's check payable to the County of Madison, or cash.

The successful bidder shall be required to furnish a Performance Bond and a Labor and Materials Bond from an acceptable Surety for an amount equal to 100% of the accepted bid and a certificate of insurance.

This project is subject to the provisions of Chapter 605, Laws of the State of New York of 1959, Section 103-A of the General Municipal Law and subsequent amendments.

The County reserves the right to reject any or all bids.

COUNTY OF MADISON
GENERAL CONDITIONS AND
INSTRUCTIONS TO BIDDERS

1. Original bids will be submitted in sealed envelopes at the Purchasing Department, Second Floor, Madison County Office Building, 138 N. Court Street, Wampsville, New York 13163 at **10:00 a.m. on Thursday, March 13, 2014.**
2. A copy of the Specifications and Form of Bid is available at: www.madisoncounty.ny.gov .
3. Any deviations from the foregoing Specifications must be itemized in detail to receive consideration. Any Bid containing deviations that are not noted and explained fully will not be considered a complete Bid. Madison County reserves the right to decide whether deviations from Madison County Specifications are equal.
4. The Contract for the purchase of the above Item(s) will be awarded by the Purchasing Agent to the lowest responsible Bidder. In cases where two or more responsible Bidders submit identical Bids as to price, the Purchasing Agent may award the Contract to any of such Bidders. **The Purchasing Agent may reject all Bids and re-advertise for new Bids.**
5. Guarantee supplied with Bid shall be the manufacturer's standard guarantee. Said guarantee shall not begin to take effect until the day of delivery.
6. Bidder must state location and availability of products, including available hours.
7. **PROPOSAL:**

No bid will be accepted from or Contract awarded to any person who is in arrears to the County of Madison upon debt or Contract or who is in default as surety or otherwise, upon any obligation to said County of Madison.

All proposals shall be made on the forms herein provided and in the manner stated. No additional or qualifying clauses shall be written in.

The successful bidder shall agree, upon award of the Contract not to assign or sublet his Contract or any interest therein without first obtaining the written consent of the County Purchasing Agent.
8. In case of default by the Bidder or Contractor, the County of Madison may procure the articles or services from other sources without notice and hold the Bidder or Contractor thereby responsible for any excess cost occasioned.
9. **PAYMENTS**

The County of Madison will pay the Bidder or Contractor the amount of his Bid upon the faithful performance of the Contract and upon the approval of the bills by the Board of Supervisors of the County of Madison. Partial payments for delivered items or quantities of a Bid may be made by the County upon presentation of properly executed claim voucher, unless otherwise stated herein by the County when the materials, supplies, equipment or service have been fully delivered or completed to the full satisfaction of the head of the County Department for which same is being furnished.
10. The Bidder, if awarded an Order or Contract, agrees to protect, defend, and save harmless the County against any demand for payments for the use of any patented material, process, article, or device, that may enter into the manufacture, construction or form a part of the work covered by either Order or Contract; and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for or on account of any injuries or demands received or sustained by any group or parties, by or from any acts of the Contractor, his servants, or agents.
11. The General Code of the State of New York, and all Local Laws insofar as they apply to the Laws of the Competitive Bidding, Contracts, and Purchases, are made a part thereof.

12. Purchases by the County of Madison are not subject to any Federal, State or City Sales Tax. Exemption Certificates will be executed upon request when necessary form is furnished.
13. Price quoted shall be net, less all taxes and shall include delivery, all transportation and delivery charges prepaid to destination.
14. Cash or early payment discounts will not be considered in determining low Bidder.
15. Proposals must be submitted on the **ATTACHED ORIGINAL PROPOSAL FORMS** in a sealed envelope. The envelope shall be endorsed on Face with the name of the firm making the Proposal, the date of its presentation and the title for which the Proposal is made. Proposals at the option of the Bidder, may be mailed to the above address, but must be received by the time and date stipulated.
16. **BIDDERS PLEASE NOTE:** The words "OR EQUAL" shall be considered added to each Specification.
17. The Board reserves the right to require any Bidder to submit a sample either before or after the awarding of the Bid to ascertain whether or not the product will be suitable for the purpose for which it is to be used. Whenever a particular article has been specified by a manufacturer's designation, such designation is made as a general standard, and is not intended to restrict competitive bidding. Any other make may be offered if the product is equivalent to that mentioned as the standard. The Board shall be sole judge as to acceptable equivalency. Samples shall be submitted free of charge upon request and be identified with the Bidder's name and address.
18. Submission of a Proposal will be construed as indication that the Bidder is fully informed as to the materials satisfactorily to the full extent indicated on the PROPOSAL FORMS. His proposal shall include the furnishing of materials, as required, as well as delivery and other transit charges, including individual items placed on back order.
19. The Purchasing Agent reserves the right to award Bids on the basis of individual Items or on total sums of pages or groups, whichever will be for the benefit of the Board. Also, the Purchasing Agent reserves the right to increase or decrease the quantity of any item at the same unit price indicated by a Proposal at the time the Award is made.

CORPORATE COMPLIANCE

20. The County will conduct appropriate screening on all bids received to ensure and verify that the business/entity has not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. The County will also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the State or Federal healthcare programs. No bid will be accepted by the County from any business and/or entity who is sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. By signing and submitting this bid proposal, you are attesting to that fact that you and/or the entity, which you represent, have not been sanctioned nor excluded by and of the aforementioned entities.
21. The following five items will automatically render a Bid unacceptable to Madison County:
 - A. Failure to sign Bid Proposal Page.
 - B. Failure to sign Non-Collusive Bidding Certificate.
 - C. Failure to include necessary Bid Deposit.
 - D. Failure to sign and notarize Certification Of Compliance With The Iran Divestment Act
 - E. Failure to submit **ORIGINAL PROPOSAL FORMS**

It shall be fully understood that any deviations from the inclusion of the above Items will be grounds to see the Bid as non-compliant and will not be considered for Award.

22. Purchases under prices quoted in this Bid may be made by any political subdivision in Madison County. Subdivision dealing directly with the successful Bidder.

23. IT Purchases through Federal Schedule 70 – Pursuant to GML 103 (1-b) local governments can bypass the usual bidding process for IT equipment. They are authorized to purchase information technology and tele-communications hardware, software and professional services through cooperative purchasing permissible pursuant to federal general services administration information technology schedule seventy.
24. Piggybacking on Other Government Contracts – Pursuant to GML 103 (16), local governments are allowed to “make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein if such contract was let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities.”
25. Purchases Through Other Federal Government Schedules – Pursuant to GML 104 (2) local governments can bypass the usual bidding process making purchases through other federal schedules as provided by the US General Services Administration.
26. **MATERIAL SAFETY DATA SHEETS:** The successful Bidder shall be responsible for the provision of the MSDS's to the County prior to introducing hazardous materials on to the site, assuring compliance before work is started and disseminating any information to the County employees concerning significant chemical hazards that the successful Bidder is bringing to the County's work place. The MSDS's 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.
27. **QUANTITIES:** The annual quantities listed in the Proposal are estimated only, based on requirements filed with the Purchasing Department. The Contract, however, shall be for the quantities actually ordered during the Contract period. Items will be ordered on an "As Needed Basis".
28. The County Purchasing Agent reserves the right to award the bid in part or in total within 45 days of bid.
29. **INSURANCE:** When contracted work is required, at least two business days before execution of the Contract, the Contractor shall furnish necessary certification of any required insurance.
30. **INSURANCE:** The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits of **Three Million Dollars (\$3,000,000) each occurrence** and **Five Million Dollars (\$5,000,000) annual aggregate**.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than **One Million Dollars (\$1,000,000) Combined Single Limit** for Bodily Injury and Property Damage.

In addition, the Contractor shall obtain and maintain Fire, Theft and other Casualty Insurance for replacement cost value of all furniture, equipment and appliances inventoried and deemed to be the property of the County, State or Federal government.

The required insurance policies shall be endorsed to include Madison County as an additional insured. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be **County of Madison**, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

31. **CERTIFICATE OF INSURANCE:** The successful Bidder shall furnish to the **County of Madison**, within ten (10) business days upon receiving notice of Award, a Certificate of Insurance which shall evidence all requirements of insurance(as stated in Item 26), including Workers' Compensation and Employers' Liability Insurance. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverage's and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the County of Madison as an additional insured and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurance during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder **County of Madison**.
32. **Prevailing Wage Rates:** All work must comply with Section 220 of the New York State Labor Law. Wages paid to workers, operators and drivers must comply with the attached Prevailing Wage Schedule.
33. **Best Value Authority:** Pursuant to Local Law No. 5 of the year 2013, the Purchasing Agent may award purchase contracts, including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Labor Law Article 8, on the basis of best value, as defined in State Finance 163, to a responsive and responsible bidder or offeror.
34. Contact Person: **Mr. F. Joseph Wisinski, Madison County Highway Superintendent**
(315) 366-2221

SPECIAL CONDITIONS

1. BID SECURITY

Each bid shall be accompanied by a bank cashier/teller/treasurer's check a certified check of the bidder, or bid bond duly executed by the bidder as principal and have as surety thereon a surety company approved by the County, for 10 percent (10%) of the total bid. Such checks or bid bonds will be returned promptly after the County and the accepted bidder have executed a contract or if no award has been made within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

2. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder shall have inspected the site and shall have read and be thoroughly familiar with the Contract Documents (including all addenda). The failure of any bidder to examine the site or any form, instrument or document in the Contract Documents shall in no way relieve any bidder from any obligation regarding his bid.

3. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

4. QUALIFICATIONS OF BIDDER

A. In determining the qualifications of a bidder, the County will consider his record in the performance of any contracts in which he may have entered with the County, with other public bodies or private corporations, and the County expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the County, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, material suppliers or employees.

B. The County may make such investigations as it may deem 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 following the bid opening. The County reserves the right to reject any bid if the evidence submitted by, or determined by the 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.

C. The bidder shall have a minimum of four (4) years' experience in cold in-place pavement recycling, including at least three (3) years' experience with a recycling train including satisfactory performance on a project completed under Asphalt Recycling and Reclaiming Association (ARRA); New York State Department of Transportation; or similarly stringent specifications. The Contractor shall own the equipment with which is to be used to complete the contract, if so awarded.

D. The bidder shall own, operate and maintain a working laboratory. The laboratory shall be equipped with all apparatus necessary to perform any specified tests on the asphalt emulsion, the reclaimed asphalt pavement (RAP), and briquette molding and testing procedures as per ARRA. The laboratory shall be operated by a full-time, qualified technician and shall be available for inspection and/or use by designated county personnel. The County may at any time have samples tested by a certified independent testing laboratory.

5. METHOD OF AWARD OF BID AND EXECUTION OF CONTRACT

- A. After the Bids have been opened, tabulated and investigated, the Bid will be awarded in a timely manner to the lowest responsible bidder.
- B. Upon receiving notice of Award the successful Bidder shall deliver to the County an executed Contract within ten days of receiving such notice.
- C. Unless otherwise specified, the County reserves the right to reject any item in the proposal and to award the Bid, in whole or in part, including the right to reduce quantities.

6. SECURITY FOR FAITHFUL PERFORMANCE AND INSURANCE

At least two business days before execution of the Contract, the Contractor shall furnish certification of the required insurance and a surety bond or bonds in the amount of one hundred percent (100%) of the accepted bid as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the County.

7. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, sublet or otherwise dispose of the Contract executed according to this proposal without the prior written consent of the County.

8. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon failure or refusal to execute and deliver the Contract and Bonds required within ten days after he has received notice of the acceptance of his bid, shall forfeit to the County, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. TERMINATION BY THE COUNTY

The County reserves the right to terminate this Contract with or without cause by giving the Contractor thirty days written notice. Upon delivery of such notice and upon expiration of the thirty days the Contractor shall discontinue all services in connection with the performance of this Contract.

10. PAYMENT

The County will pay the Contractor the full unit bid price for this proposal for all material received, as documented by truck loading tickets, upon the faithful performance of the Contract, the completion of the work covered by this proposal and the acceptance of the work by the County Superintendent of Highways.

11. TIME OF COMMENCEMENT AND COMPLETION OF WORK

- A. Work covered by this Contract shall commence no later than 30 days after the Contractor has been issued a Notice to Proceed by the County. The Contractor shall coordinate all work covered by this contract with the work schedule of the County.
- B. Work covered by this Contract shall be completed by August 15, 2014 unless such date shall be extended, in writing, by mutual agreement between the Highway Superintendent and the Contractor.
- C. When work covered by this Contract is not completed by August 15, 2014 or any extension thereof, any engineering and inspection expenses incurred by the County thereafter shall be charged to the Contractor and deducted by the County from the final monies due the Contractor.

12. CONDITIONS OF WORK

Each bidder shall acquaint himself fully with the site conditions relating to the construction of the project, the employment of labor and the laws and regulations governing the safe and proper execution of the work. Failure to do so will not relieve a successful bidder from his obligation to furnish all material, labor and equipment necessary to carry out the provisions of the Contract.

13. PRE BID MEETING

Potential bidders shall schedule individual pre bid meetings with the County to review mix designs and if necessary visit the sites.

14. PRECONSTRUCTION MEETING

The Contractor shall schedule a preconstruction meeting not less than ten (10) working days after the execution of the Contract.

15. TRAFFIC CONTROL

The Contractor shall maintain traffic and protect the public from damage to persons and property within the limits of and for the duration of the Contract. Adequate lights, reflectors, warning signs, barricades and flag persons shall be furnished to guide and protect traffic until the work is completed.

16. TRUCK LOADING TICKETS

The Contractor shall provide to the County copies of all truck loading tickets all copies of which shall be clearly legible. The delivery ticket shall be provided with each load of bituminous asphalt emulsions stating the following:

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

17. WAGE RATES AND SUPPLEMENTS

A. Rates of wages and supplements as determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed can be obtained at the New York State Dept. of Labor website, www.labor.ny.gov.

B. The minimum hourly rates of wages to be paid under this Contract shall not be less than those listed in documents referred to in section A above. Any redetermination of the prevailing rates of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these Contract Documents.

18. AUTHORITY OF OWNER

A. The County or its authorized representative, shall decide all questions which may arise as to the acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Contract Documents, and all questions as to the acceptable completion of the work.

B. The decision of the County, or its authorized representative, concerning the execution of the work and the interpretation of the Contract Documents shall be final and binding on the Contractor.

19. INSPECTION NOT TO CONSTITUTE ACCEPTANCE

The County and its authorized representative shall be given every facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Contract Documents. Failure of the County or its authorized representative during the progress of the work to discover or reject materials or work not in accordance with the Contract Documents shall not be considered an acceptance thereof or a waiver of defects therein; and payment to the Contractor or partial or entire occupancy by the County shall not be construed to be an acceptance of the work or materials which are not strictly in accordance with the Contract Documents.

20. ASPHALT PRICE ADJUSTMENT

- A. Asphalt price adjustments allowed will be based on the January 1, 2014 average of the F.O.B. terminal price per ton of unmodified PG 64-22 binder without ant-stripping agent (base average F.O.B. terminal price)

The January 1, 2014 average is \$569.00

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

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

- B. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the "Adjustment Date", during the contract period. However asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month following the adjustment date.
- C. The unit price of liquid bituminous material purchased from this bid based on this bid's specifications will be subject to adjustment based on the following formula:

Price Adjustment (per gallon)	=	$\frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average Terminal Price}}{235}$	X	Total Allowable Petroleum %
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Positive Price Adjustment number shall be added to original per gallon Price.
Negative Price Adjustment number shall be subtracted from original per gallon Price.

New Monthly Average F.O.B. Terminal Price

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

Base Average F.O.B. Terminal Price

The average F.O.B. terminal price of unmodified PG 64-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of January 1, 2014.

**TECHNICAL SPECIFICATIONS
COLD IN-PLACE RECYCLING**

DESCRIPTION:

This specification covers the requirements for cold recycling asphalt concrete. The recycling shall be a continuous process of milling the existing pavement to the specified width and depth, remixing with bituminous material (unmodified or modified) and aggregate according to the approved mix design, reshaping, and compacting the asphalt mixture. Pavement locations that are milled shall have material replaced on the same day. All of the above operations shall be done in-place with no trucking of RAP allowed except for the small amount needed to remove surpluses or make up deficiencies due to pavement conditions. **If aggregate is required the County will supply and deliver the add stone to the stone applicator.**

MATERIALS:

Asphalt Emulsion: Use a HFMS-2, NYSDOT Item # 702-3401 high float medium setting grade of anionic asphalt emulsion. A CSS-1h, NYSDOT Item # 702-4501, slow setting emulsion manufactured with a minimum 65% asphalt residue may be used with the approval of the County. The emulsion shall meet the requirements of Section 702, Bituminous Materials, of the latest edition of the New York State Department of Transportation Specifications, including addenda. The asphalt emulsion shall be obtained from a NYSDOT approved facility.

Fog Seal: If necessary, use a diluted tack coat meeting the requirements of Section 407, Tack Coat, of the latest edition of the New York State Department of Transportation Specifications, including addenda. The cost of fog seal **shall not be included** in the unit price bid in this contract.

Aggregates: All aggregate shall be supplied by the County and shall conform to the requirements of Section 703, Aggregates, of the latest edition of the New York State Department of Transportation Specifications, including addenda. The gradation and the amount shall be specified by the Contractor and included in the approved mix design.

Reclaimed Material: Milled asphalt pavement material that has been removed and/or processed from the pavement will be referred to as reclaimed material or reclaimed asphalt pavement (RAP). The reclaimed material shall pass the 2-inch sieve size.

Mix Design Guidelines: The recycled mixture consists of reclaimed material, additional aggregate, liquid bituminous materials, and if necessary water. **The percent of added asphalt emulsion in the design mix shall be 2.25%.** Recycled mixtures may be designed with or without additional aggregate, depending on the existing pavement's gradation. When additional aggregate is used, the minimum content is 5.0% and the maximum content is 20%. The mix design shall meet the gradation requirements of the following Table 1:

TABLE 1
COMPOSITION OF COMPLETED RECYCLED ASPHALT MIXTURE

MIXTURE REQUIREMENTS	GENERAL LIMITS
<u>SIEVE SIZE</u>	<u>% PASSING</u>
37.5	100
25	95 - 100
12.5	70 - 85
6.3	48 - 68
3.2	32 - 54
0.85	15 - 30
0.425	8 - 22
0.18	4 - 14
0.075	2 - 8

MIX DESIGN:

1. Prior to bidding the successful bidder shall sample the existing pavement to be used for the reclaimed material on the project. A County representative from the Highway Department engineering office shall be on site while cores are taken. The material shall then be extracted by standard ASTM methods and as a minimum, the following shall be determined for the reclaimed material:
 1. Average aggregate gradation and asphalt content representing the pavement to be recycled
 2. The gradation of additional aggregate, if necessary
 3. The combined gradation of the average core gradation with the additional aggregate
 4. Graph the average core gradation, combined gradation, and the mix design guidelines plotted on a graph of percent passing v. sieve size

2. After analyzing the reclaimed material, the supplier shall then submit a certified recommended job mix formula to the Superintendent of Highways. The recommended job mix should include the following as a minimum:
 1. Complete analysis of reclaimed material
 2. Percent reclaimed material to be used
 3. Percent and type of aggregate to be added, if any
 4. Combined aggregate gradation
 5. Percent of projected asphalt content in finished mix
 6. Percent of emulsion to be added
 7. Asphalt emulsion to be used in gallons per square yard
 8. Aggregate to be used in pounds per square yard
 9. The projected asphalt content

Acceptance of the job mix formula by the Superintendent of Highways is solely for the purpose of quality control, and in no way releases the contractor from his or her responsibilities.

EQUIPMENT:

The contractor shall supply to the County a pullbox/spreader box capable of applying the aggregate to the correct application rate.

The Contractor shall furnish a self-propelled down-cutting milling machine capable of milling the asphaltic concrete to the specified depth in one pass necessary to provide a uniform profile and cross slope across the pavement lane. It shall have a segmented rotor drum, capable of milling a width of 10 feet with the capability of widening to 11 and 12 feet as necessary to replace the existing pavement centerline to the existing location. The mill head width shall match the proposed lane width. The milling machine shall have a standard automatic depth controls and must maintain a constant cutting depth.

Each mixing machine shall be equipped with a meter capable of registering the rate of flow and total delivery of the emulsion introduced into the mixture.

The milling machine or the self-propelled bituminous paver shall incorporate screening capabilities to reduce or remove oversize particles. The reclaimed material shall pass the 2-inch sieve size.

Placing of the recycled bituminous mixture shall be accomplished with a self-propelled bituminous paver having sufficient hopper capacity to temporarily store surges of materials due to variations in the pavement and milling depths and be equipped with a profile reference. The bituminous paver shall be equipped with automatic transverse slope and longitudinal grade screed controls. The paver shall be equipped with a screed that is fully extendible from 10 feet to 15 feet and be capable of maintaining a proper grade and cross slope so as to produce the specified thickness of material and a uniform cross section after compaction. Heat & vibration shall be provided for the full extended width. The extenders shall have independent slope control and on the go capabilities to change width and slope.

The number, weight, and type of rollers shall be sufficient to obtain the required compaction while the mixture is in a workable condition except that the pneumatic roller (s) shall be 25 ton minimum weight.

CONSTRUCTION REQUIREMENTS:

The existing bituminous material shall be cold recycled in a manner that does not disturb the underlying material in the existing roadway.

Recycling operations shall not be performed when the existing pavement contains frost or when the temperature of the surface on which the mixture is to be placed is below 45°F or expected to drop below 45°F within 24 hours, or when other weather conditions, such as rain would prevent proper construction of the recycled pavement in the judgment of the County.

The roadway shall be broomed when ordered by the County to remove loose material prior to the placing of the aggregate.

The aggregate shall be placed by means of a pull type pave box or self-propelled aggregate spreader. Gravity spreading of the aggregate is unacceptable prior to the grinding, mixing, and application of the asphalt emulsion.

The County prior to milling will box out along the edge of the road if necessary to remove existing shoulder material if the existing pavement width is to be widened.

The milling depth specified in the approved mix designs will determine the depth of the cut. The depth of cut will be measured at the centerline. The Contractor may vary the depth with the approval of the County to correct for nonstandard features or when large rocks or unsuitable materials are encountered.

The Contractor shall follow the approved mix design. **An allowable tolerance of plus or minus 0.2 percent of the initial design rate or County directed application rate of asphalt emulsion shall be maintained at all times.** The contractor may add water to the pulverized material to facilitate uniform mixing with the asphalt emulsion. Water may be added prior to or concurrently with the emulsion. Said water shall not cause an adverse effect on the addition or the recycled material. The contractor shall record and report the amount and location of all changes from design values to the County.

The asphalt emulsion may be applied through a separate mixing machine capable of mixing the pulverized bituminous material, aggregate and emulsion into a homogeneous mixture. The aggregate and asphalt shall be thoroughly mixed so that the bituminous material is uniformly distributed throughout and all aggregate particles are uniformly coated.

The mixture shall be deposited on the prepared base in a windrow or directly into an approved bituminous paver equipped and mechanically spread in a uniform layer as to produce the specified thickness. The method of depositing the mixed materials in a windrow shall be such that segregation does not occur and shall be spread in one continuous pass, without segregation. When a pick-up machine is used to feed the windrow into the hopper of an approved bituminous paver, the pick-up machine shall be capable of picking up the entire windrow to the underlying materials. In instances where a large surplus of recycled mix is produced, the equipment shall have provisions for off-loading this processed material prior to its being placed in the windrow. Excessive amounts of non-coated reclaimed material which spill onto the milled surface shall be removed, as ordered by the County, prior to placing the mixture.

After the bituminous mixture has been spread, struck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled when the mixture is in the proper condition and when the rolling does not cause undue placement, cracking or shoving.

Initial rolling shall be performed with a static steel roller and shall be initially rolled with the roller traveling parallel to the centerline of the pavement beginning at each edge and working toward the center. Banked curves shall be rolled starting at the low side edge and working toward the super elevated edge.

Intermediate rolling shall be done with a pneumatic roller and continued until no displacement is observed.

Rollers shall operate at a uniform speed. All turning of the compaction equipment shall be completed on material which has had a minimum of one roller pass. Final rolling to eliminate pneumatic tire marks and achieve density shall be done by steel wheel roller (s), either in static or vibratory mode, as required to achieve required density.

Rollers shall not be started or stopped on uncompacted recycled material. Rolling shall be established so that starting and stopping will be on previously compacted recycled material or on the existing bituminous roadway.

Along forms, curbs, headers, walls and other areas not accessible to the rollers, the mixture shall be thoroughly compacted with mechanical tampers as directed by the County. On depressed areas, a trench roller or a small vibratory roller approved by the County may be used.

Any displacement occurring as a result of reversing the direction of the roller, or from other causes shall be corrected at once by the use of rakes and addition of fresh mixture as required. Care shall be taken in rolling not to displace the line and grade of the edges of the bituminous mixture. To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water mixed with small quantities of detergent or other approved material, but in no case shall a solvent having an adverse effect upon the bituminous pavement be used.

Any type of rolling that results in cracking, movement, or other types of pavement distress shall be discontinued until such time as the problem can be resolved. Discontinuation and commencement of rolling operations shall be at the sole discretion of the County. Material that cannot be properly and adequately compacted to a stable condition shall be removed and replaced, as ordered by the County, at the contractor's expense. The Contractor will not be held responsible for poor or inadequate subbase or subgrade.

After the recycled material has been spread and compacted the area may be opened to traffic

LONGITUDINAL JOINTS & CENTERLINE:

A longitudinal joint shall be located at the centerline. Off-setting of center line is strictly prohibited. All other longitudinal joints should coincide with pavement lane lines whenever possible. If any length of longitudinal joint is exposed at the end of the working day, construct the joint using a pneumatic tire roller to form the joint into a wedge shape and provide a smooth transition for traffic. Construct the wedge of recycled material at a slope of 1 on 8 or flatter to meet the existing pavement elevation. Do not overlap recycled material onto the existing pavement.

TOLERANCE:

The recycled surface shall be constructed to a 3/8 inch tolerance. The elevation difference at the longitudinal joint shall be constructed to a 3/16 inch tolerance. The surface may be tested with a 15 foot straight edge or string placed parallel to the center line of the pavement. The surface may also be tested with a 11 foot straight edge or string placed transversely to the center line of pavement on any portion of the pavement.

EXISTING PAVEMENT CROSS SLOPES:

If the existing pavement's cross slopes meet appropriate standards, then the cross slopes of the finished cold recycling shall match the existing. The County will identify non-standard areas at the pre-construction meeting. The Contractor shall present a plan to the County that brings the cross slopes of the finished cold recycled mat into conformance with the with the appropriate standard. The Contractor will not be responsible for corrections to the cross slopes where sufficient material does not exist in the pavement to make such corrections.

TEMPORARY PAVEMENT MARKINGS:

The Contractor shall furnish and apply temporary pavement delineation before the end of each workday to the satisfaction of the County. Such temporary delineation shall be placed precisely in the center of the recycled pavement.

FOG SEAL:

If the County determines that the recycled pavement surface requires a fog seal to correct an overly dry surface or to reduce the quantity of dry stone or reclaimed material pulled out by traffic a fog seal may be applied. The rate of application shall not exceed 0.1 gallons/square yard. The Contractor shall be responsible for work zone traffic control for the fog seal operation. The cost of fog seal is not included in this contract.

DAMAGED OR DEFICIENT AREAS:

Any recycled pavement that ravel, becomes loose or broken, mixed with dirt, or is in anyway defective shall be reworked or removed and replaced with fresh recycled mix or fresh hot mixture and shall be compacted to conform with the surrounding area.

Any area showing an excess or deficiency of bituminous material shall be corrected to the satisfaction of the County.

Variations in tolerance, including ruts, exceeding 3/8 inch shall be satisfactorily corrected at no additional cost to the County. The repair meth will be approved by the County.

REPAIRS:

Immediately after becoming aware of damage or deficiencies in the recycled pavement, the County will notify the Contractor. The Contractor shall make arrangements to repair the damaged or deficient areas to the satisfaction of the County.

All repairs or remedial actions necessary to correct damaged or deficient areas of recycled pavement shall be carried out at the Contractor's expense.

TESTING:

Once continuous production has been achieved, test four samples of the recycled mixture for gradation and total asphalt content. Submit the test results to the County before the end of the next workday. For each subsequent day of production, take a minimum of one sample of the recycled mixture from each 1/2 mile, or fraction thereof, of pavement recycled. Test each sample for gradation and total asphalt content. Submit the test results from the mix samples taken from each 1/2 mile of pavement within two workdays. Make adjustments to the mix proportions or additional aggregate gradation based on the test results to comply with the approved mix design.

The Contractor shall, for the duration of recycling operations, monitor the density of the compacted recycled pavement with a nuclear density gauge and keep detailed and accurate records of all test results. The Contractor shall submit copies of all test records to the County at the end of each workday. The nuclear density gauge shall consist of a radioactive source, scaler and other basic components housed in a single backscatter unit. The gauge must be operated by personnel trained in the principles and safety practices of nuclear testing. Only gauges calibrated during construction of the test section shall be used during the normal paving operation. If other gauges are to be used, a new test section shall be constructed to calibrate those gauges and to establish a new Project Target Density (PTD).

Project Target Density (PTD) shall be determined in the following manner:

Prior to the commencement of the normal paving operation a test section shall be constructed on the project site, at a location approved by the County, using the same equipment, procedures, dimensions and specifications as those used to construct the remainder of the course about to being laid. The first 1,000 linear feet of the test section shall be used to stabilize the paving operation and the last 500 feet shall be used to calibrate the gauges and determine the PTD. After the pavement has been laid, two passes shall be made with the breakdown roller. Then a density reading shall be taken at two locations randomly chosen and marked on the pavement by the County. A single density reading shall be the average of four measurements taken at 90 degrees to each other at each location. Two additional passes shall be made with either an intermediate or finish roller and another reading taken at each marked location. Rolling and testing shall continue until the increase in density between subsequent tests is less than 2 pounds per cubic foot or until the County stops further compaction due to distress of the pavement. The County shall immediately determine the average of the two final density measurements at the two test locations. This average density shall be the PTD for that particular course. Once the PTD has been determined normal paving operations may begin.

Material used to construct the test section shall be paid at the same unit price per ton as bid for the applicable pavement course.

Routine density testing of pavement placed during the normal paving operation shall be conducted in the following manner:

Nuclear density gauge measurements shall be taken at locations randomly chosen by the County approximately 200 feet apart along the length of each pavement course for each pass of the paver and recorded on the form attached hereto. The pavement shall be compacted sufficiently to achieve a minimum density of 96% of the PTD at a single test location and 98% of the PTD calculated as a moving average of the last 10 test locations. If the average of 4 nuclear density gauge measurements taken at 90 degree angles over two consecutive locations falls below 96% of the PTD or if the moving average of the last 10 test locations falls below 98% of the PTD the paving operations shall be stopped and a new test section shall be constructed. Normal paving shall resume only after a new PTD has been established.

Madison County Department of Highways
 In-Place Pavement Density Data

Day: _____ Date: _____

Contract # _____ Min average (single test): _____

County Rte # _____ Min average (moving avg): _____

Location: _____ Project Target Density (PTD): _____

Test #	Station #	Nuclear Gauge Density (lb/cu ft)				Average Nuclear Density	Inspector Initials	Moving Average of Last 10
		1	2	3	4			
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

GUARANTEE:

A two (2) year guarantee for defective or inferior material and/or workmanship under terms set forth below shall apply to the work covered by this contract. The Bidder/Contractor shall supply the Highway Department with a two (2) year Maintenance/Performance Bond.

PROVISIONS:

1. **Materials and Workmanship:** The Bidder/Contractor warrants, for a period of two (2) years from the completion of the work, that the bituminous material supplied by the Bidder/Contractor and/or used in the production of the work and the workmanship in the application of material by the Bidder's/Contractor's agents and employees shall be free from defect.
2. **Conditions to the Bidder/Contractor Obligation:** The Bidder/Contractor shall be relieved of all liability and obligations under this guarantee: 1) With respect to any failure or defect caused by pavement structure deficiencies; 2) With respect to any failure or defect in application performed by someone other than the Bidder/Contractor, its authorized agents or employees; or 3) in the event of the failure of the Contracting Agency, its agents, contractors, or employees, to fully perform the Contracting Agency's obligations set forth in paragraph C above.
3. **Remedies:** The Bidder's/Contractor's liability under this Guarantee is limited to the replacement of all Bituminous material (with similar material free from the defect in question), and to supply all equipment originally used in its expense, of any defect in material or workmanship which became apparent and of which the Bidder/Contractor is given notice in writing within two (2) years of the date of the work. The Bidder/Contractor shall make such replacements of all bituminous material and shall supply equipment originally used with reasonable care and dispatch.

METHOD OF MEASUREMENT:

Cold recycling asphalt concrete shall be measure by the number of square yards of pavement surface recycled.

The asphalt emulsion material for cold recycling asphalt shall be measured by the number of 60°F gallons actually incorporated in the work. The following formula will be used to calculate 60°F gallons:

$$\text{Volume}_{60^{\circ}\text{F}} = \text{Volume}_{\text{D}} \times [1 - (\Delta\text{T} \times 0.000250)]$$

Where:

ΔT = Delivered Temperature (°F) – 60

Volume_D = Quantity Delivered (gallons)

BASIS OF PAYMENT:

The unit price bid price per gallon shall include the cost of furnishing all labor, material, and equipment necessary to incorporate the asphalt emulsion into the cold in place recycling.

The unit price bid price per square yard shall include all labor, equipment, testing and supplies for cold in place recycling in accordance with these specifications. The cost of aggregate and fog seal is not included in the unit price.

SITE NO. 1

EAST HILL ROAD

LOCATION: From the Madison County line to the Village of Munnsville in the Town of Stockbridge for 1.93 miles
SECTION: The recycled pavement width shall be 22 feet and the depth of recycling shall be 3"

STOCKBRIDGE FALLS ROAD

LOCATION: From Williams Road to Pratts Road in the Town of Stockbridge for 2.94 miles.
SECTION: The recycled pavement width shall be 22 feet and the depth of recycling shall be 3"

SITE NO. 2

SWAMP ROAD AND MASON ROAD

LOCATION: From the railroad tracks to the Madison County line in the Town of Brookfield for 1.63 miles
SECTION: The recycled pavement width shall be 22 feet and the depth of recycling shall be 3"

LAKE MORaine ROAD

LOCATION: From the Village of Hamilton to East Lake Road in the Town of Madison for 2.65 miles
SECTION: The recycled pavement width shall be 24 feet and the depth of recycling shall be 3"

SITE NO. 3

PETH ROAD

LOCATION: From the East Lake Road to the Madison County line in the Town of Cazenovia for 1.59 miles
SECTION: The recycled pavement width shall be 24 feet and the depth of recycling shall be 4"

FABIUS ROAD

LOCATION: From the NYS Route 13 to the Madison County line in the Town of Cazenovia for 1.95 miles
SECTION: The recycled pavement width shall be 24 feet and the depth of recycling shall be 3"

DAMON ROAD

LOCATION: Two separate locations between the NYS Route 13 and Erieville Road in the Towns of Cazenovia and Nelson for a combined length of 3.38 miles
SECTION: The recycled pavement width shall be 22 feet and the depth of recycling shall be 3"

DUGWAY ROAD

LOCATION: From NYS Route 13 to mile post 3.64 in the Towns of DeRuyter and Nelson for 3.64 miles
SECTION: The recycled pavement width shall be 22 feet and the depth of recycling shall be 4"

LINCKLAEN ROAD

LOCATION: From the DeRuyter Village line to the Madison County line in the Town of DeRuyter for 2.33 miles
SECTION: The recycled pavement width shall be 22 feet and the depth of recycling shall be 4"

BID PRICING PAGE
COLD IN-PLACE RECYCLING AT VARIOUS SITES IN MADISON COUNTY
AWARD BASED ON LOWEST ESTIMATED TOTAL COST

SITE NO. 1

<u>ROAD NAME</u>	<u>ESTIMATED EMULSION (GALLONS)</u>	<u>UNIT PRICE</u>	<u>COST</u>
East Hill Road	22,419	X \$ _____	= \$ _____
Stockbridge Falls Road	34,151	X \$ _____	= \$ _____

	<u>ESTIMATED AREA (YARDS)</u>	<u>UNIT PRICE</u>	<u>COST</u>
East Hill Road	24,910	X \$ _____	= \$ _____
Stockbridge Falls Road	37,946	X \$ _____	= \$ _____

Estimated Total Cost = \$ _____

Estimated Total Cost in words _____

SITE NO. 2

<u>ROAD NAME</u>	<u>ESTIMATED EMULSION (GALLONS)</u>	<u>UNIT PRICE</u>	<u>COST</u>
Lake Moraine Road	33,581	X \$ _____	= \$ _____
Swamp and Mason Road	18,934	X \$ _____	= \$ _____

	<u>ESTIMATED AREA (YARDS)</u>	<u>UNIT PRICE</u>	<u>COST</u>
Lake Moraine Road	37,312	X \$ _____	= \$ _____
Swamp and Mason Road	21,038	X \$ _____	= \$ _____

Estimated Total Cost = \$ _____

Estimated Total Cost in words _____

**BID PRICING PAGE
COLD IN-PLACE RECYCLING AT VARIOUS SITES IN MADISON COUNTY
AWARD BASED ON LOWEST ESTIMATED TOTAL COST**

SITE NO. 3

<u>ROAD NAME</u>	<u>ESTIMATED EMULSION (GALLONS)</u>		<u>UNIT PRICE</u>	<u>COST</u>
Peth Road	26,864	X	\$ _____	= \$ _____
Fabius Road	26,083	X	\$ _____	= \$ _____
Damon Road	39,263	X	\$ _____	= \$ _____
Dugway Road	56,376	X	\$ _____	= \$ _____
Lincklaen Road	36,088	X	\$ _____	= \$ _____

	<u>ESTIMATED AREA (YARDS)</u>		<u>UNIT PRICE</u>	<u>COST</u>
Peth Road	22,387	X	\$ _____	= \$ _____
Fabius Road	27,456	X	\$ _____	= \$ _____
Damon Road	43,625	X	\$ _____	= \$ _____
Dugway Road	46,980	X	\$ _____	= \$ _____
Lincklaen Road	30,073	X	\$ _____	= \$ _____

Estimated Total Cost = \$ _____

Estimated Total Cost in words _____

Signature: _____ Date: _____

Company Name: _____

Address: _____

Telephone: _____ FAX: _____

Federal ID No: _____

E-mail Address: _____

A G R E E M E N T

THIS AGREEMENT, by and between the **COUNTY OF MADISON**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____, with principal offices at _____ hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be in accordance **with Bid Ref. No.: 14.09 / Cold In-Place Recycling At Various Sites in Madison County**. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in **Bid Ref. No.: 14.09 / Cold In-Place Recycling at Various sites in Madison County** and attached hereto and made a part hereof. The Contractor shall report directly to the **Madison County Highway Superintendent**, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the Contractor as specified in **Bid Ref. No.: 14.09**.

Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the County of Madison, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County of Madison, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any negligent, culpable and/or wrongful act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.
- 7) **INSURANCE:** Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance:
- (a) Workers Compensation Insurance with statutory limits and employers liability coverage of not less than \$500,000.
 - (b) Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the following:
 - 1. premises and operations liability
 - 2. contractual liability
 - 3. products/complete operations
 - 4. personal & advertising injury
 - 5. independent contractors liability.
 - (c) Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 (Combined Single Limit for Bodily Injury and Property Damage).
 - (d) Umbrella or Excess liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000.
 - (e) Disability Benefits-New York State Statutory Requirements.
 - (f) Fire, Theft and other Casualty Insurance for replacement cost value of all furniture, equipment and appliances inventoried and deemed the property of County, State or Federal government.

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

The required insurance policies shall be endorsed to include Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insured, with such policies to provide that the additional insured coverage is primary and non-contributory. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be Madison County, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

All insurance required to be carried by Contractor shall be issued by a Company licensed to conduct business in the State of New York rated by A.M. Best with a minimum Class "IX" or higher as to financial rating and "A" (Excellent) as to policyholder rating. The form of such policies and insuring Company must be satisfactory to County as determined by the Certificate of Insurance Holder or County Attorney.

Upon request of the Certificate of Insurance Holder or County Attorney, certified copies of the policies shall be delivered to the County, with evidence satisfactory to the Certificate Holder or County Attorney of the payment of the full premiums on the policies.

- 8) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 9) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the County of Madison, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.
- 10) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 11) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 12) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 13) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 14) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 15) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. Further, Contractor agrees to comply with the rules and regulations of the County. Further, attached is the County's Medicaid Corporate Compliance Plan, regarding the County's compliance with relevant Federal and State fraud and abuse laws (or, the County's Compliance Plan can be reviewed at www.madisoncounty.org/corporate_compliance_plan.pdf, or a copy can be obtained by contacting Eric Faisst, Corporate Compliance officer at 315-366-2501.) The Contractor agrees to abide by the terms of this Plan when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Plan or given access to the Plan.

Furthermore, County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

Exclusion Screening Statement for contracts:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, you are attesting to that fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF MADISON

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 2014, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 2014 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
_____ day of _____, 20____

Notary Public

PROPOSAL OR BID

In compliance with the foregoing Invitation for Bids, and subject to all the conditions thereof the Undersigned offers and agrees, if this Bid be accepted within a reasonable time from date of opening Bids, to enter into a Contract in accordance with the price and/or prices stated herein.

The awarding of this Bid by the Madison County Purchasing Agent to the successful Bidder, shall constitute a Bidding Contract between the parties, the successful Bidder agreeing to comply with all the Provisions of the Bidder's Specifications, the Legal Advertisement, General Conditions, Instructions to Bidders and Specifications applying, from part of this Proposal.

PRICING

REFER TO PRICING PAGE

Signature with the Title of person authorized to sign and the names of any other parties interested in this Proposal. (See instructions to Bidders).

SIGN HERE: _____

NAME OF COMPANY: _____

BY: _____

TITLE: _____

CAUTION – HAVE YOU PROPERLY SIGNED YOUR BID?

If certified check or cash is required, have you enclosed same herewith?

DATE: _____

ADDRESS: _____

TELEPHONE: _____

NON-COLLUSIVE BIDDING CERTIFICATION
(SEE GENERAL MUNICIPAL LAW – SECTION 103-D)

BY SUBMISSION OF THIS BID, THE BIDDER AND EACH PERSON SIGNING ON
BEHALF OF THE BIDDER, CERTIFY UNDER PANALTY OF PERJURY 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 the 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 a Bid for the purpose of restricting competition.

THE FOREGOING STATEMENT IS AFFIRMED AS TRUE UNDER PENALTY OF PERJURY.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**MADISON COUNTY
DIVISION OF PURCHASE
COUNTY OFFICE BUILDING
WAMPSVILLE, NEW YORK 13163**

NON-BIDDER'S RESPONSE

For the purpose of maintaining an accurate bidder's list and facilitating your response to our bid proposals, Madison County is interested in ascertaining reasons for prospective bidder's failure to respond to invitations to bid.

If you are not responding to this bid, please indicate your reasons by checking any appropriate items below and returning this form to the above address. Your cooperation will be greatly appreciated.

We are not responding to this bid proposal for this reason:

- Items or materials are not manufactured by us or not available to our company.
- Our items or materials do not meet these specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- Quantities too small.
- Insufficient time allowed for preparation of bid.
- Incorrect address used. Our correct mailing address is:

Other reasons: _____

Please Respond:

We are unable to bid at this time but would like to continue to receive bid proposals.

We are unable to bid and wish to be removed from the interested Bidders List.

FIRM NAME: _____

ADDRESS: _____

SIGNATURE: _____

TITLE: _____ **DATE:** _____

BID NAME: _____ **REF. NO.:** _____