

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

COPY OF LEGAL ADVERTISEMENT

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

Hot Mix Asphalt Paving At Various Sites in Madison County and Paving Equipment Rental:

- SITE NO. 1** East Hill Road, Town of Stockbridge
Stockbridge Falls Road, Town of Stockbridge
- SITE NO. 2** Lake Moraine Road, Town of Madison
Swamp and Mason Road, Town of Brookfield
- 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, Wampsville, New York 13163 until **10:00 a.m. on Thursday, May 15, 2014.**

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

The Prevailing Wage Rates may be 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: May 1, 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

**HOT MIX ASPHALT PAVING AT VARIOUS SITES IN MADISON COUNTY
LOCATIONS AND PAVING EQUIPMENT RENTAL:**

- SITE NO. 1** East Hill Road, Town of Stockbridge / **PRC# 2014002820**
Stockbridge Falls Road, Town of Stockbridge/ **PRC #2014002823**
- SITE NO. 2** Lake Moraine Road, Town of Madison/ **PRC #2014002831**
Swamp and Mason Road, Town of Brookfield/ **PRC #2014002828**
- SITE NO. 3** Peth Road, Town of Cazenovia / **PRC #2014002836**
Fabius Road, Town of Cazenovia / **PRC #2014002839**
Damon Road, Town of Cazenovia and Nelson / **PRC #2014002841**
Dugway Road, Town of DeRuyter and Nelson / **PRC #2014002843**
Lincklaen Road, Town of DeRuyter / **PRC #2014002844**

The Madison County Purchasing Department will receive sealed proposals until **10:00 a.m. local time on May 15, 2014** at the Office of the Purchasing Agent, Madison County Office Building, Wampsville, New York, for Hot Mix Asphalt 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 submitted 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, May 15, 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 any 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 telecommunications 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. Guaranteed delivery on all items bid must be within thirty (30) working days of orders placed with successful Bidder. If the Vendor fails to deliver all or part of the items ordered within the thirty (30) working day period, the Vendor shall reimburse the County an amount equal to the difference between the Bid Price and whatever cost the County incurs in acquiring the undelivered items from another source.
28. **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".
29. The County Purchasing Agent reserves the right to award the bid in part or in total within 45 days of bid.
30. **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.
31. 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 a 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.

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. 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.

8. 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 27), 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 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 **Madison County**.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 October 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 October 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.

14. EXTENSION OF PAVING PROJECT

A paving project may be extended to the following paving season under the same terms and conditions if mutually acceptable by both parties.

15. 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.

16. PRE BID MEETING

Potential bidders shall schedule individual pre bid meetings with the County to review the proposed paving projects and if necessary visit the sites.

17. PRECONSTRUCTION MEETING

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

18. SHOP DRAWINGS

The Contractor shall submit shop drawings as required at the preconstruction meeting for the County's approval.

19. 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.

20. TRUCK LOADING TICKETS

The Contractor shall provide to the County two copies of all truck loading tickets all copies of which shall be clearly legible.

21. 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.

22. 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.

23. 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.

24. ASPHALT PRICE ADJUSTMENT

A. The price paid by the County to the Contractor for asphalt placed throughout the life of the contract shall be increased or decreased as computed within the prescribed conditions as described in the New York State Department of Transportation Standard Specifications dated of May 1, 2008, or latest edition, Section 698-1.03 Subsection A which is included herein by reference.

B. The Performance Grade Binder (PGB) Index Price which shall apply to this contract **shall be \$569.00 per US ton as of January 2014.**

C. The conversion factors used to compute the adjusted asphalt price shall be those published monthly by the New York State Department of Transportation.

Madison County Highway Department

TECHNICAL SPECIFICATIONS FOR HOT MIX PAVING

1. SCOPE

A. The work to be done under the Contract, in accordance with the Contract Documents and as required by the conditions of the site, consists of performing, installing, furnishing and supplying of all materials, equipment, labor and incidentals necessary or convenient for the construction of the work outlined below, and the carrying out of all duties and obligations imposed upon the Contractor by the Contract Documents.

B. The scope of work of this Contract shall be the furnishing, transporting, placing and rolling of; Superpave 37.0mm Base course, Item #402.37; Superpave 25.0mm Binder course, Item #402.25; Superpave 12.5mm Top course, Item #402.12; Superpave 9.5mm Top course, Item #402.09; Tack Coat, Item #407.01; Type 3 binder shim course, Item #403.13; and Type 6 shim course, Item #403.16 as called for elsewhere in these specifications.

C. The Contractor shall provide layout for pavement alignment and the beginning and ending points of the contract.

2. MATERIALS

A. All materials furnished shall conform to the requirements of the latest edition of the New York State Department of Transportation Specifications, including addenda.

B. Superpave Hot Mix Asphalt 37.0 mm, 25.0mm, 12.5mm and 9.5mm, Items 402.3779XX, 402.2579XX, 402.1272XX and 402.0972XX respectively, shall conform to the NYS DOT Specifications. The performance grade of asphalt used to produce NYS said items shall be PG 64-22 (Multi-grade 22).

C. The mixing plant proposed for use by the Contractor must, when applicable, have been inspected and approved by the New York State Department of Transportation. The location of the proposed mixing plant shall be provided to the County.

D. New York State D.O.T. Item 402-2.02 - Composition of Mixtures:

1. For bituminous mixtures required by these specifications the Contractor shall formulate and submit to the County a job-mix formula that satisfies the general limits imposed by Table 401-1, Composition of Hot Mix Asphalt Mixtures.

3. PLACEMENT

A. Existing pavement shall be thoroughly cleaned of excess dirt or other substances injurious to asphalt concrete.

B. New York State D.O.T. Item 402-3.01 – Weather and Seasonal Limitations.

C. New York State DOT Item 402-3.06 – Spreading and Finishing.

1. A moving reference of at least 30 feet in length shall be required where applicable.

2. Pavement courses of 4 inches or greater shall be placed and compacted in 2 inch lifts.

D. New York State D.O.T. Item 403-3.03 - Option B – Vibratory Compaction

E. In areas where machine spreading is impractical, hand spreading shall be permitted. In that case, the material shall be distributed immediately with shovels and spread with rakes. The completed pavement shall have the required thickness after compaction and conform to the line and grade of the adjacent pavement.

F. At all intersecting roads and driveways the Contractor shall place asphalt for a sufficient distance along said intersecting roads and driveways to provide a smooth and uniform transition to meet and match the width, line and grade of the existing pavement. This work shall be performed to the satisfaction of and meet the approval of the County.

G. The Contractor may be required to construct hot mix asphalt curbs and/or gutters as directed by the County. This work shall be performed to the satisfaction of and meet the approval of the County.

4. TEMPORARY PAVEMENT DELINEATION

A. 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 pavement.

B. The cost of providing temporary pavement delineation shall be included in the unit cost for Top Course or Surface Mix options.

5. JOINTS

A. The finished pavement at joints shall comply with the surface smoothness requirements and exhibit the same uniformity of texture and compaction as other sections of the pavement. Rollers shall not pass over the unprotected edges of freshly laid mixture unless permitted by the County.

B. The formation of all joints shall be such that the exposed edge of the existing layer that will become part of the joint shall be the full thickness of the layer and straight. If the existing edge is unacceptable, the edge shall be corrected by use of a power driven saw to cut a neat, straight line.

C. Placement of each run of a course shall be as continuous as possible. When a run must be interrupted the Contractor shall take the necessary measures to provide clean, straight, full depth joints between the runs. End of run joints shall be cut by power driven saw at a point on the previous run which will expose the full depth of the run. Excess material shall be removed before the subsequent run is begun.

D. The pavement of successive courses will be such that all joints are offset no more than from the joint of the lower pavement course, unless otherwise approved by the County.

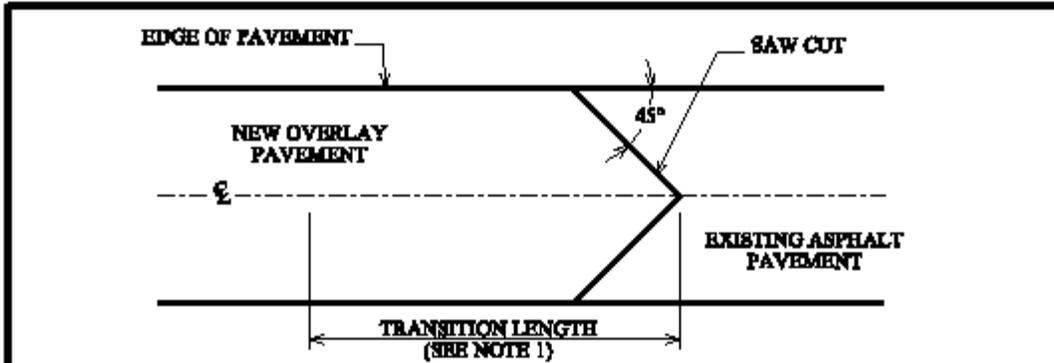
E. The Contractor shall submit, at the preconstruction meeting, for the County's approval, shop drawings detailing the proposed method of constructing a temporary, transverse, end of run joint.

F. Temporary, end of season, pavement termination joints and permanent pavement termination joints shall be constructed as described in the attached details.

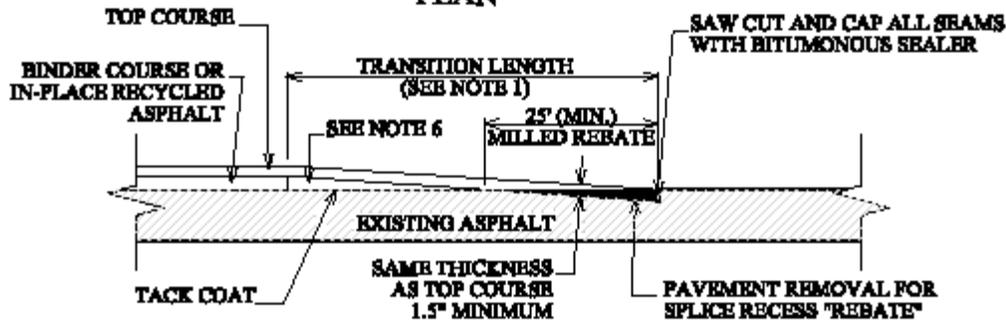
G. Permanent pavement termination joints shall be constructed on all intersecting roads.

6. PAVEMENT DENSITY MONITORING

A. The Contractor shall, for the duration of normal paving operations, use a nuclear density gauge to monitor the pavement density in accordance with NYSDOT Standard Specifications 402-3.07 subsection C and E and Materials Procedure (MP) 402-02, Nuclear Gauge Density Data Collection for Hot Mix Asphalt. A 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 of nuclear testing and safety practices.



PLAN



SECTION

K VALUE TABLE FT/IN						
POSTED SPEED	30	35	40	45	50	55
K	16.17	19.17	21.67	24.17	27.50	30.00

NOTES:

- 1) THE TRANSITION LENGTH IN FEET SHALL NOT BE LESS THAN THE VALUE OBTAINED BY MULTIPLYING THE EFFECTIVE OVERLAY THICKNESS IN INCHES (DIFFERENCE BETWEEN THE EXISTING AND THE OVERLAID ELEVATIONS) BY THE K VALUE FROM THE TABLE FOR THE POSTED SPEED OF THE HIGHWAY. THE MINIMUM TRANSITION LENGTH SHALL BE 30 FEET.
- 2) ALL MATERIALS USED SHALL MEET THE REQUIREMENTS OF THE NYSDOT STANDARD AND SPECIFICATIONS DATED MAY 1, 2008 AND ANY ADDENDUM.
- 3) HOT MIX ASPHALT OVERLAY SPLICES SHALL BE USED AT ENDS OF OVERLAY SECTIONS, AND INTERSECTIONS.
- 4) THE COST FOR THIS PAVEMENT TERMINATION DETAIL SHALL BE INCLUDED IN THE UNIT PRICE BID FOR TOP COURSE.
- 5) ALL SURFACES OF THE HOT MIX ASPHALT OVERLAY SPLICE TRANSITION AREA SHALL BE CLEANED AND TACK-COATED PRIOR PLACEMENT OF THE HOT MIX ASPHALT.
- 6) IN THE TRANSITION AREA, PAVEMENT COURSES OTHER THAN THE TOP COURSE SHALL BE FEATHERED OUT USING TOP COURSE OR OTHER APPROPRIATE MATERIAL.



MADISON CO. HIGHWAY DEPARTMENT

PAVEMENT TERMINATION DETAIL

DATE: MARCH 2010
SCALE: NOT TO SCALE

DRAWING NO.:

1 OF 1

SITE PLANS

SITE NO. 1

EAST HILL ROAD

LOCATION: From the Madison County line to the Village of Stockbridge in the Town of Stockbridge for 1.93 miles.
SECTION: The pavement width shall be 22 feet
1.50" compacted Superpave 9.5mm F2 top course

STOCKBRIDGE FALLS ROAD

LOCATION: From Williams Road to Pratts Road in the Town of Stockbridge for 2.94 miles.
SECTION: The pavement width shall be 22 feet
1.50" compacted Superpave 9.5mm F2 top course

SITE NO. 2

SWAMP AND MASON ROAD

LOCATION: From the railroad tracks to the Madison County line in the Town of Brookfield for 1.63 miles.
SECTION: The pavement width shall be 22 feet.
1.50" compacted Superpave 9.5mm F2 top course

LAKE MORaine ROAD

LOCATION: From the Village of Hamilton to East Lake Road in the Town of Madison for 2.65 miles.
SECTION: The pavement width shall be 24 feet.
1.50" compacted Superpave 9.5mm F2 top course

SITE NO. 3

PETH ROAD

LOCATION: From East Lake Road to the Madison County line in the Town of Cazenovia for 1.59 miles.
SECTION: The pavement width shall be 24 feet
1.50" compacted Superpave 9.5mm F2 top course

FABIUS ROAD

LOCATION: From New York State Route 13 to the Madison County line in the Town of Cazenovia for 1.95 miles.
SECTION: The pavement width shall be 24 feet
1.50" compacted Superpave 9.5mm F2 top course

DAMON ROAD

LOCATION: Two separate locations between New York State Route 13 and Erieville Road in the Towns of Cazenovia and Nelson for a combined length of 3.38 miles.
SECTION: The pavement width shall be 22 feet
1.50" compacted Superpave 9.5mm F2 top course

DUGWAY ROAD

LOCATION: From New York State Route 13 to mile post 3.64 in the Towns of DeRuyter and Nelson for 3.64 miles.
SECTION: The pavement width shall be 22 feet
1.50" compacted Superpave 9.5mm F2 top course

LINCKLAEN ROAD

LOCATION: From the DeRuyter Village line to the Madison County line in the Town of DeRuyter for 2.33 miles.
SECTION: The pavement width shall be 22 feet
1.50" compacted Superpave 9.5mm F2 top course

Madison County Highway Department

TECHNICAL SPECIFICATIONS FOR PAVING EQUIPMENT RENTAL

1. SCOPE

Furnish to the County 1 operator, 2 screed operators, and 1 general laborer to operate an asphalt paver in a safe and efficient manner for installing hot mix asphalt to the satisfaction of and approval of the County. In addition, if requested, furnish to the County the specified roller and operator to roll and compact the installed asphalt in accordance with section 403-3 titled "Construction Details" of the latest edition of the New York State Department of Transportation Specifications, including addenda.

All equipment shall be delivered by the successful bidder to the job site in advance of the commencement of work at no cost.

Traffic protection and material shall be supplied by the County.

Political sub-divisions in Madison County may participate in the bid prices dealing directly with the successful bidder.

Equipment rented shall have a minimum of a 4 hour rental with a maximum of 10 hours per day.

2. EQUIPMENT

- A. Bituminous Paver: The 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 ten (10) feet to eighteen (18) feet. Heat and 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.
- B. Rollers: The three rollers, pneumatic, single drum vibratory, and dual drum vibratory shall conform to the specifications set forth in section 402-3.04 titled "Rollers" of the latest edition of the New York State Department of Transportation Specifications, including addenda.

3. PLACEMENT

A. New York State D.O.T. Item 402-3.01 – Weather and Seasonal Limitations.

B. New York State DOT Item 402-3.06 – Spreading and Finishing.

- 1. A moving reference of at least 30 feet in length shall be required where applicable.
- 2. Pavement courses of 4 inches or greater shall be placed and compacted in 2 inch lifts.

BID PRICING PAGE
HOT MIX ASPHALT PAVING AT VARIOUS SITES

**UNIT PRICE
PER TON**

SITE NO. 1 – TOTAL

Superpave Top 402.0972XX (ESTIMATED TONAGE 5,304)

\$ _____

Unit Price in words _____

SITE NO. 2 – TOTAL

Superpave Top 402.0972XX (ESTIMATED TONAGE 4,923)

\$ _____

Unit Price in words _____

SITE NO. 3 --TOTAL

Superpave Top 402.0972XX (ESTIMATED TONAGE 14,230)

\$ _____

Unit Price in words _____

Signature: _____ Date: _____

Company Name: _____

Address: _____

Telephone: _____ FAX: _____

Federal ID No: _____

E-mail Address: _____

BID PRICING PAGE
PAVING EQUIPMENT RENTAL

**UNIT PRICE
PER HOUR**

BITUMINUS PAVER

Paver including 1 operator, 2 screed operators and 1 general laborer

\$ _____

Unit Price in words _____

PNEUMATIC ROLLER

Pneumatic roller including 1 operator

\$ _____

Unit Price in words _____

SINGLE DRUM, VIBRATORY ROLLER

Single drum vibratory roller including 1 operator

\$ _____

Unit Price in words _____

DUAL DRUM, VIBRATORY ROLLER

Dual drum vibratory roller including 1 operator

\$ _____

Unit Price in words _____

Signature: _____ Date: _____

Company Name: _____

Address: _____

Telephone: _____ FAX: _____

Federal ID No: _____

E-mail Address: _____

AGREEMENT

THIS AGREEMENT, by and between the COUNTY OF MADISON, a municipality of the State of New York, by **John M. Becker**, Chairman, Madison County Board of Supervisors, hereinafter called the "County" and, _____ hereinafter called the "Contractor";

WITNESSETH

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.: 14.15**. The County reserves the right to terminate this Agreement for cause at any time.
2. **SCOPE OF SERVICES:** The Contractor shall provide **HOT MIX ASPHALT PAVING and PAVING EQUIPMENT RENTAL ATTACHED HEREWITH.**
3. **COMPENSATION:** The County hereby agrees to pay the Contractor in accordance with the pricing set forth on the Bid Pricing Page.

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.

The Contractor expressly agrees not to employ the work, labor, services or materials of any unapproved Subcontractor or materialman. The Contractor shall inspect all major precast or pre-constructed components and/or materials to insure that same fully conform to the requirements of the Contract and specifications. The contractor shall reject any component or material that is not in full compliance with the terms of the Contract and specifications unless the County shall otherwise specifically direct acceptance thereof, in writing. The Contractor shall not substitute any construction component or material from those provided within the Contract and specifications without the preapproval, in writing, of the County of Madison. Where the Contract or specifications provides for components and materials to be supplied by a particular entity, manufacturer or materialman, the Contractor shall not make any substitution therefrom without the preapproval, in writing, of the County of Madison.

6. **INDEMNITY:** The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, and expenses of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with the Contractor's performance of this Contract, provided that such claim, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss of destruction of tangible property (other than the work itself), including loss of use resulting therefrom, to the extent caused by the contractor, or anyone for whose acts the contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner.

7. **INSURANCE:** The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits of **\$3,000,000** each occurrence and **\$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 **\$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 **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.

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 Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
9. **CERTIFICATE OF INSURANCE:** the Contractor shall have furnished to the **MADISON COUNTY HIGHWAY DEPARTMENT** a Certificate of Insurance 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 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 for 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 **Madison County**.
10. **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at this 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.

Agreement continued:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.
CONTRACTOR **COUNTY OF MADISON**

BY: _____

BY: _____
**Chairman, Madison County
Board of Supervisors**

DATED: _____

DATED: _____

STATE OF NEW YORK)
COUNTY OF MADISON) ss.:

On the day of _____, 20____, 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) ss.:

On the day of _____, 20____, 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 _____, 2014

Notary Public

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 PENALTY 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: _____

TITLE: _____

DATE: _____

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

NON-BIDDER'S RESPONSE

For the purpose of maintaining accurate bidder's lists 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 Bidder's List.

FIRM NAME: _____

ADDRESS: _____

SIGNATURE: _____

TITLE: _____ **DATE:** _____

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