

LEGAL NOTICE

BD-10-18

Sealed proposals will be received by the officers of the Board of Public Utilities, City of Jamestown, New York, at its 92 Steele Street office until 1:00 PM, Eastern Standard Time, May 22, 2018 for the removal and installation of asphalt roadway at The Jamestown BPU Waste Water Treatment Plant located at 2482 Quaint Road Falconer NY, 14733

A mandatory pre-construction meeting will take place on May 9th, 2018 starting at 9:00am at the Jamestown Board of Public Utilities Waste Water Treatment Plant at 2482 Quaint Road Falconer NY, 14733

Detailed specifications and proposal forms may be obtained at the office of the Board of Public Utilities located at 92 Steele Street, Jamestown, New York.

The City of Jamestown reserves the right to reject any or all bids, the right to waive any informalities, the right to permit exceptions deemed not to be of substance, and the right to accept any bid which the City deems to represent the prudent and economical expenditure of the public monies for the benefit of the City's inhabitants by securing the maximum quality at the lowest possible cost.

Proposals shall be placed in a sealed envelope addressed to the General Manager, Board of Public Utilities, City of Jamestown, New York, be plainly marked on the outside, "**PROPOSAL NO. New Bid # BD-10-18**" and be delivered at the Board's office located at 92 Steele Street.

David L. Leathers, General Manager
Board of Public Utilities
City of Jamestown
92 Steele Street
Jamestown, New York 14701

04/23/2018

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1. INSTRUCTIONS TO BIDDERS

Proposals for the materials referred to in the foregoing Legal Notice and covered by the attached Specifications, must be submitted within the specified time and must be accompanied by such information, as the Specifications require. In making tenders, Bidders shall use the forms included with these Specifications, returning the same, intact, with such supplementary specifications, data, drawings, etc., as are to be included. All requirements in the way of deposits or bonds as evidence of good faith must be complied with.

Bidders must acquaint themselves fully with the amount and nature of the work to be done by carefully studying the Specifications and drawings and by visiting the site, examining existing construction, and inquiring into any local conditions which may affect their work.

No bid will be accepted from, nor will any contract be awarded to any person who is in arrears with the Board of Public Utilities upon debt or contract, or who is in default, as surety or otherwise, upon any obligation to said Board or whose work has heretofore proven unsatisfactory or dilatory.

If the Bidder should encounter any condition not provided for in the Contract Documents, that will affect its bid or the performance of its contract obligations should the Bidder be awarded the contract, the Bidder shall notify the City in writing, at least five (5) days prior to the opening of the bids and enclose a copy of such letter with the bid.

2. GENERAL INFORMATION

If a firm or partnership makes the bid, the name and the place of residence of each member of the firm or partnership must be given. If made by a corporation, the person signing the bid shall state under the laws of what state the corporation was chartered and the name and title of officer or officers having authority under the by-laws to sign contracts. Anyone signing a proposal as agent must file it with legal evidence of his or her authority to do so.

2.1 STANDARDS AND SUBSTITUTIONS

The names or make of any article, device, material, form of construction, fixture, etc., named in these specifications whether or not the words "or equal" are used, shall be known as "standard".

All proposals shall be based on the standards specified.

Where two or more standards are named together, Bidders may bid on any of the standards named, regardless of the order in which they are named.

Bidders are invited to submit substitutions for the standards specified, provided:

1. They name the substitution bid upon and the additions or deduction they will make to, or from their base bid provided the City approves each substitution.
2. The substitute bid upon shall be written on a substitute blank and attached to the formal proposal.
3. The complete specifications and a description of the substitution bid upon shall be furnished to the City prior to the award of the contract.

If the Bidder names no substitutions, the standards as specified shall be used.

2.2 PROPOSALS

Each proposal shall be based on the performance of the work to conform to the annexed plans, specifications, and contract form, and shall be submitted on the form provided for that purpose in these specifications.

Each Bidder must fill in all tabulation forms attached to these specifications.

Each Bidder shall declare in its proposal that the annexed specifications and contract form have been carefully examined, that its proposal conforms to the specifications and contract form hereto annexed, and if its proposal is accepted it will contract with the Board of Public Utilities of the City of Jamestown, New York in accordance with the specifications and contract form hereto annexed.

This proposal shall be submitted in a sealed envelope or package plainly marked on the outside with the name, address, and phone number (including FAX number) of the person, firm, partnership, or corporation bidding and the name of their respective representatives whom they expect to be present when the bids are opened. "BD-10-11" shall be plainly marked on the outside of the sealed envelope containing the bid.

- **If forwarded by mail, the envelope containing each proposal shall be placed in another envelope addressed to Mr. David L. Leathers, General Manager, Board of Public Utilities, 92 Steele St., Jamestown, New York 14701. If forwarded otherwise than by mail, it must be delivered to Mr. David L. Leathers, General Manager, Board of Public Utilities.**

Two (2) proposals from a firm, corporation, or association under different names will not be considered. Reasonable grounds for supposing that any Bidder is interested in more than one proposal for this work will be cause for the rejection of all proposals in which it has been interested. Any or all proposals will be rejected if there is a reasonable ground for supposing that there is a reasonable ground for supposing that there is collusion among Bidders, and all participants in such collusion will receive no further recognition for this work.

2.3 EXCEPTIONS

Any exceptions to the bidding specifications shall be noted on the Proposal Form in the space provided, if additional space is required the Bidder shall note in the space that the exceptions are stated on an attached page(s). The attached page(s) shall be numbered and inserted immediately following the signature page of the Proposal Form and clearly titled "EXCEPTIONS".

2.4 PROPOSAL BOND

Each proposal shall be accompanied by a proposal bond (guaranty) issued by a surety company authorized by license to write insurance contracts in New York State and rated "A" or better by A. M. Best Company, Inc. in Best's Key Rating Guide, and otherwise acceptable to the City, or by a certified check in solvent bank in an amount of \$5,000 as an evidence of good faith that the Bidder will, within ten (10) days after the date of notification that its Proposal has been accepted, enter into contract with the Board of Public Utilities of the City of Jamestown, New York, to execute its proposal. If the certified check is furnished, it shall be drawn to the order of the Treasurer of the City of Jamestown, New York. If a bond is furnished, it shall be on the blank form attached hereto.

If the Bidder to whom this contract is awarded fails to sign same, and execute the required contract bond within ten days after the award is made, the award may be canceled and in that event the Bidder will forfeit to the City such portion of the check or guaranty as may be required to pay the difference between its bid and that of the Bidder who shall eventually accept and fulfill the contract, or shall be used to reduce the cost of the work if done by the City.

2.4 PROPOSAL BOND

A bid which is not accompanied by the required check or guaranty, or a bid which is incomplete or which contains alterations, erasures, discrepancies, of a conditional proposal, or a bid in which the surety company is not named, may be rejected as informal. Certification of the surety being licensed and rated in the State of New York shall be furnished with the Proposal.

All certified checks will be returned to their respective depositors immediately after the contract has been signed and the Contractor's bond herein required has been furnished and approved by the City's properly authorized representatives.

2.5 ACCEPTANCE OR REJECTION OF BIDS

The City of Jamestown reserves the right to reject any or all bids, the right to waive informalities, the right to permit exceptions deemed not to be of substance, and the right to accept any bid which the City deems to represent the prudent and economical expenditure of the public moneys for the benefit of the City's inhabitants by securing the maximum quality at the lowest possible cost. In comparing proposals, consideration will not be confined to first, cost only, and the judgment of the City shall be final as to which bid will best serve its interests.

2.6 WITHDRAWAL OF BIDS

Permission will not be given to withdraw any proposal after it has been deposited with the General Manager of the Board of Public Utilities.

3. LEGAL REQUIREMENT

3.1 SUITS IN COURTS

In case any action of law or suit in equity may or shall be brought by or against the City or any of its officers or agents for or on account of any claims under this Contract or otherwise, such action of law or suit in equity shall be brought in the courts of the State of New York, Chautauqua County.

3.2 LAWS TO BE OBSERVED

The Contractor at all times shall observe and comply with all Federal, State and City laws, ordinances, and regulations, in any manner affecting the conduct of the work, and all such orders or decrees as exist at present and those that may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City and all its offices, officers, agents, and employees, against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decree, whether by the Contractor, or its employees.

3.3 NO WAIVER OF LEGAL RIGHTS

Neither the inspection by the City, nor by any of its duly authorized agents, nor any order, measurement, or certificate by the City, or said agents nor any orders by the City for the payment of money, nor any payment for, nor acceptance of, any work by the City, nor any possession taken by the City or its duly authorized agents, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damage herein provided, nor shall any waiver of breach of this Contract be held to be a waiver of any subsequent breach.

3.4 SAVE HARMLESS

Contractor agrees to indemnify and save harmless the City from and against any loss, expense, claims by reason of damage to property, or for bodily injury or both arising out of the performance of this Contract where such damage or injury is attributable to the negligence of Contractor or its subcontractors, and in the event that such damage or injury is caused by the joint or concurrent negligence of the City, the loss shall be borne by the Contractor and the City proportionately to their degree of negligence.

3.5 PATENTS

The Contractor agrees that it will, at its own expense, defend all suits or proceedings instituted against the City and pay any award of damages assessed against the City in such suits or proceedings, insofar as the same are based on any claim that the said apparatus or any part thereof constitutes an infringement of any patent of the United States, provided the City gives to the Contractor immediate notice in writing of the institution of the suit or proceeding and permits the Contractor through its Counsel to defend the same and give the Contractor all needed information, assistance, and authority to enable the Contractor to do so. In case such apparatus is in such suit held to constitute infringement and its use is enjoined, the Contractor, within a reasonable time, will either secure for the City a license or otherwise or will, at its own expense, replace such apparatus with non-infringing apparatus or modify it so that it becomes non-infringing or remove the said enjoined apparatus and refund the sums paid therefore. In the event any or all apparatus need be replaced, the replacing apparatus shall be to the satisfaction of the City. The foregoing (patent indemnity) shall not apply to any apparatus furnished or specified by the City and/or agents.

4. EVALUATION FACTORS

The Bidder's proposal will be evaluated based on the following factors:

- Conformance with all requirements of all bidding documents including the Contract Documents and Technical Specification. Exceptions (or clarifications, which, in the City's judgment, are exceptions) subject the Bidder's proposal to possible rejection by the City unless the bidder can adequately demonstrate to the City that the exceptions taken are in the best interests of the City.
- Firm prices.
- Bid bond or check as required in the Contract Documents.
- Evaluated City's costs (items cost and shipping)
- Vendors located in the 14701 zip code may be preferred.
- Vendor responsibility.
- Each proposal item will be evaluated and awarded individually.

5. PROPOSAL BD-10-18

5.1 FORM OF PROPOSAL

Board of Public Utilities
City of Jamestown, New York
Gentlemen:

Date _____

The undersigned, a _____ (individual, partnership, corporation) represented by _____ proposes to furnish the following material covered by the accompanying specification BD – 9 – 12 and abide and submit to all conditions embodied therein:

5.2 GUARANTY FOR PROPOSAL CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that we _____, a corporation organized and having principal offices at _____ are held and firmly bound unto in the penal sum of \$ Dollars (\$ _____), lawful money of the United States of America, to be paid to _____ or to its certain attorneys, successors, or assigns; for which payment will and truly to be made we bind ourselves, our successors, and assigns, jointly and severally by these presents.

WHEREAS _____ has presented a proposal to the Board of Public Utilities, of the City of Jamestown, New York on the foregoing proposal sheets.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said proposal, herewith accompanying, dated be accepted as to any or all of the items offered, and if within ten (10) days after notice of such acceptance, said Person shall enter into contract with the Board of Public Utilities, of the City of Jamestown, New York and shall furnish a bond with good and acceptable sureties, as required, then this obligation shall be void and of no effect; otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the _____ has caused its corporate seal to be hereto affixed this _____ day of _____, 20____, and these presents to be signed by its _____ pursuant to a resolution of its _____ passed on the _____ day of _____, 20____, a certified copy of which resolution is hereto attached.

ATTESTS: _____

By _____

5.3 NON-COLLUSIVE BIDDING CERTIFICATE (CORPORATION)

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

1. The prices of this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

IN WITNESS WHEREOF, the undersigned corporation has caused its corporate seal to be hereto affixed, and these presents to be signed by its duly authorized officer, this

day of _____ 20__.

(Corporate Seal)

Name of Corporation _____

By _____

Title of Office Executing _____

5.4 NON-COLLUSIVE BIDDING CERTIFICATION (INDIVIDUAL OR PARTNERSHIP)

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

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Dated _____, 20__

(Signature) _____
or if partnership

(Name of Partnership) _____

(Signature of Partner) _____

6. GENERAL CONDITIONS OF THE CONTRACT AWARD

6.1 INTRODUCTION

The purpose of these General Conditions of the Contract is to set forth the general manner in which the OWNER, CONTRACTOR, and CONSULTANT will perform under the Contract. The provisions of the Special Conditions of the Contract shall modify specific requirements of the General Conditions as hereinafter stated.

6.2 CONTRACT TERM

All bid prices must be held firm for the entire contract period.

Failure to hold firm prices offered in this bid can result in any or all of the following:

- A negative vendor performance record, which can adversely affect future bid efforts by the vendor.
- Immediate termination of contract obligations by the owner. Owner will then be able to purchase any item previously awarded to the vendor from any other chosen vendor.

6.3 MANDATORY PRE-BID MEETING

There will be a Pre-Bid mandatory meeting on 05/09/18 at 9:00am. The meeting will take place at the Waste Water Treatment Plant 2482 Quaint Rd., Falconer NY.

7. NEW YORK STATE WAGE RATES

THE NEW YORK STATE WAGE RATES ARE APPLICABLE TO THIS CONTRACT, AS IT INCLUDES LABOR AS WELL AS MATERIAL AND ENGINEERING SERVICE.

“Appendix B: Chautauqua County General Construction Rates”, includes all prevailing wage information. Additionally, weekly payroll and certification forms are available for use.

7.1 FAILURE TO COMPLY

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor law to so notify the financial officer of the Department of Jurisdiction that awarded the public work contract. Such office **MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau of Public Work as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor.**

The Department of Jurisdiction shall comply with an order of the Commissioner of Labor or of the Court with respect to the release of the funds so withheld.

Contractors are required to post the schedule on the jobsite and provide copies of the schedule to all their contractors.

The Board of Public Utilities shall, at its discretion, request copies of certified payroll records from the vendor awarded this contract to verify compliance.

8. INSURANCE

The Contractor shall procure and maintain at its own expense and without expense to the JBPU, until final acceptance by the JBPU of the work covered by the contract, and covering the full periods covered by the contract, insurance for liability for damages of the kinds and in the amounts hereinafter provided. Said insurance shall be procured through insurance companies authorized by license to write insurance contracts in New York State and rated "A" or better by A. M. Best Company, Inc. in Best's Key Rating Guide, and otherwise acceptable to the JBPU covering all operations under the contract whether performed by it or by subcontractors. Before commencing the work, the Contractor shall furnish to the JBPU a certificate or certificates of insurance in forms satisfactory to the JBPU showing that it has complied with this paragraph. The kinds and amounts of insurance are as follows:

	COVERAGE	LIMITS OF LIABILITY
1.	Worker's Compensation Including U S L & H	Statutory
2.	Employer's Liability Including: Owned, non-owned, hired Including: Environmental Restoration Endorsement	\$1,000,000 occurrence BI & PD Combined
3.	Comprehensive Automobile Liability Including: Owned, non-owned, hired Including: Environmental Restoration Endorsement	\$1,000,000 each occurrence BI & PD Combined
4.	Comprehensive General Liability Including: Premises & Operations; X, C, U Coverage's; Personal Injury Liability; Completed Operations & Product Liability; Environmental Impairment Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate, BI & PD Combined
5.	Umbrella Liability – First Layer	\$5,000,000 per occurrence
6.	Builder's Risk	Full Replacement Value

Notes: U S L & H – United States Longshoreman & Harbor Compensation Act

X – Explosion

C – Collapse

U – Underground

BI – Bodily Injury

PD – Property Damage

Scope of Work

BD-10-18

Removal and Installation of New Asphaltic Concrete Roadway

This specification covers the material, method and installation by the Contractor for the excavation and replacement of the existing roadway at the Waste Water Treatment Plant located at 2482 Quaint Rd. Falconer, New York 14733. The Contractor shall provide all necessary labor, materials and equipment to complete the work hereinafter specified.

This project is taking place at an active treatment plant and all work will be coordinated with the BPU representative on site.

This work must be completed by **DATE**, weather permitting. Delays due to weather will be mutually agreed upon between the BPU and the Contractor.

- Failure to meet the completion deadline will result in a charge back to the Contractor of **\$500.00 per day**

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting will be held on May 09, 2018 beginning at 9:00am at the Waste Water Treatment Plant located at 2482 Quaint Rd. Falconer, New York 14733.

Excavation and Sub-base

All existing blacktop is to be excavated and replaced with binder layer having a minimum uniform compacted thickness of five inches (5") and a top coat layer having a minimum uniform compacted depth of one and one half inches (1-1/2"). The successful bidder will be responsible to haul away and dispose of all excavated material. All excavated areas shall be fine graded and compacted using Type II compacted fill where necessary. The Contractor will also include in the bid a separate price per ton placed, graded, and compacted, for this additional fill as required.

ASPHALT PAVEMENT

1.01 SCOPE

This specification covers hot-mixed, hot-laid asphaltic concrete for surface courses of pavement. The asphaltic concrete surface shall be paved to a uniform compacted depth as shown on plan or as specified herein.

1.02 REFERENCES

The requirements stated in the NYSDOT Standard Specifications Section 400 "Hot Mix Asphalt", Section 633 "Conditioning Existing Pavement Prior to Hot Mix Asphalt (HMA) Overlay" and Section 702 "Bituminous Materials" shall be part of these specifications and incorporated below. Where a conflict occurs between the NYSDOT Specifications and the City's Specifications, the City's Specifications shall govern.

MATERIALS

2.01 BINDER COURSE

The course aggregate, fine aggregate, asphaltic cement and the grading of same shall meet every detail of NYSDOT Standard Specifications for Bituminous Concrete, Item 403.138902 "Hot Mix Asphalt, Type 3 Binder Course". The Binder Course shall be paved to a uniform compacted depth of five (5") inches or as specified herein.

2.02 SHIM COURSE

The mixture of aggregate, filler and bituminous material shall conform to the NYSDOT Standard Specifications, Item 403.138902 "Hot Mix Asphalt, Type 5 Shim Course". The Shim Course shall be paved to a uniform compacted depth as required.

2.03 TOP COURSE

The Bituminous wearing surface shall be of hot-mix, hot-laid, asphaltic concrete, NYSDOT Standard Specifications for Bituminous Concrete, Item 403.198902 "Hot Mix Asphalt, Type 7 Top Course". The Top Course shall be paved to a uniform compacted depth of one and one half (1-1/2") inches or as specified herein.

EXECUTION

3.01 WEATHER AND SEASONAL LIMITATIONS

- A. No mixture shall be spread when the sub-base is wet or when other conditions prevent proper spreading, finishing or compaction.
- B. Bituminous plant mix shall not be placed when the surface temperature falls below 40 degrees Fahrenheit, unless approved by the Engineer.
- C. As a general rule, paving shall be discontinued during the period of November 15 through May 1 of the following year. The Contractor shall consult with the Engineer before paving during this restricted time period.
- D. Any binder course, placed by the Contractor, which shall be permanently incorporated into the final repair and left open to traffic over the winter, shall be cleaned in accordance with Article 3.02 - CONDITIONING OF EXISTING SURFACE and tack coated in accordance with Section 01200, Article 2.03.D - Tack Coat. Cleaning and tack coating shall be done immediately prior to overlaying.
- E. Discontinue paving as soon as the surface temperature falls below the requirements which are show in the NYSDOT Standard Specifications Table 402-2 "Temperature and Seasonal Requirements".

3.02 CONDITIONING OF EXISTING SURFACE

- A. Existing surfaces to be overlaid or sealed shall be cleaned by the use of mechanical sweepers, hand brooms, or other effective means until the surfaces are free of all material which might interfere with the bond between the overlay material and the existing surface. The surface shall be left clean until the overlay operations are completed.
- B. All unsealed and inadequately sealed joints and cracks, as determined by the Engineer, shall be subjected to a compressed air stream for cleaning. All dirt and loose material shall be cleaned using an approved method and shall be left clean until sealing, filling or paving operations are completed.

3.03 HAULING ASPHALT MATERIAL

Mixtures shall be transported to the work site in trucks having tight, clean, smooth metal beds. No load shall leave the mixing plant that is not thoroughly protected by a waterproof canvas cover. Truck covers shall be so fastened as to exclude all wind. Any trucks causing undue delays shall not be used on the job.

3.04 SPREADING AND FINISHING

- A. The placing of the mixture shall be accomplished by mechanical spreading and finishing equipment. The equipment shall consist of self-powered pavers, capable of spreading and finishing the mixture true to line and grade. The mixture shall be spread and finished by hand methods acceptable to the Engineer in areas such as intersections where it is impractical to follow the spreading and finishing procedure specified above.
- B. If the areas to be paved are small and scattered, a paver may be dispensed with and the course spread by hand methods as directed by the Engineer. For such areas, the mixture shall be dumped, spread and screened to give the required section and compacted thickness.
- C. All types of asphalt course shall be placed in maximum lifts of three (3) inch compacted thickness.

3.05 COMPACTION

- A. After the mixture is spread, it shall be thoroughly and uniformly compacted by a self-propelled roller weighing not less than ten (10) tons. The required rolling shall be completed while the materials are at a temperature at which proper compaction can be secured. Rolling shall proceed as per NYSDOT Standard Specification Article 401-3.12. Rollers shall be kept moist the full width of the rolls to prevent adhesion of bituminous material.
- B. Along forms, curbs headers, walls, and other areas not accessible to the rollers, or for small patch areas, the mixture shall be thoroughly compacted with mechanical tampers as directed by the Engineer.
- C. Suitable means shall be provided to keep compaction equipment and other tools free from bituminous accumulations. The surface of the pavement shall be protected from drippings of oil, kerosene, or other materials used in paving and cleaning operations.
- D. Any mixture that becomes loose or broken, mixed with dirt, or is in any defective shall be removed and replaced with fresh hot mixture which shall be compacted to conform with the surrounding area. Any areas showing an excess or deficiency of bituminous material shall be corrected to the satisfaction of the Engineer.

3.06 JOINTS

- A. In the formation of all joints, 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 as determined by the Engineer, the edge shall be corrected by using a power saw or other approved tools to cut a neat, straight line.

- B. The pavement of successive courses shall be such that all joints are offset at least six (6) inches from the joint of the lower pavement course.

Square Footage and Price Quoting

The approximate area to be excavated and paved is shown on the attached drawing. It is the Contractor's responsibility to be familiar with the project and compute the actual square footage. Prices quoted on in the proposal form shall be for the total project and not a per square foot price.

Proposal Form

BD-10-18

When calculating the bid price, the Contractor shall base their material costs on the NYSDOT Average Posted Prices for Asphalt (Performance Graded Binder) (\$631/ton) April 2012. The final contract price and progress payments (if applicable) will be adjusted using the NYSDOT Average Posted Prices for Asphalt (Performance Graded Binder) at the time of delivery, the Asphalt Price Adjustment Factors for Municipalities, and the actual tonnage of material placed.

Total Cost for project \$ _____

Estimated Hot Mix Asphalt, Type 3 Binder Course _____ tons

Estimated Hot Mix Asphalt, Type 7 Top Course _____ tons

Cost for additional Type II fill placed, graded, and compacted \$ _____ per ton

List any Exceptions here:

APPENDIX A: CHAUTAUQUA COUNTY PREVAILING WAGE SCHEDULE

INSERT PRC INFORMATION HERE

ATTACHMENT A
BD-10-18

Paving Details:



Total estimated area to be paved = 25,347 sq-ft

Total estimated area of new pavement = 2,966.7 sq-ft

ATTACHMENT B

BD-10-18

SITE VISIT CERTIFICATION

It is required that the bidders perform an on-site inspection of the construction site prior to submission of this Proposal. The Bidder shall have James Butler from the BPU, sign and date this form upon the bidder completing its pre-bid inspection and walk down on **May 14, 2015** at 10am. Directions to the project site can be acquired from James Butler and info for BPU Technical Lead: (716) 661- 1621 or e-mail to: jbutler@jamestownbpu.com.

Bidder's Name _____

Bidder's Representative _____

BPU Representative _____

Date of Inspection _____