BIDDER’S CHECKLIST

1. I have read all of the instructions and specifications
2. I have filled in ALL of the blank spaces.
3. I have furnished all required information.

(Descriptive literature, catalogs, price books, etc.)

1. I have signed the Non-Collusion statement.
2. I am an Officer of the company.
3. I have the express authority to obligate my company

under the laws of New York State.

1. I am returning the original Bid/Proposal sheet.
2. I have made copies for my record.

Reference (if applicable)

PROVIDED UPON REQUEST

Exceptions/Substitutions: (attach sheets as necessary)

PROVIDED UPON REQUEST

If successful a “Performance Bond” will be provided within ten (10)

Days after notification of the award (if applicable)

If successful, the “Insurance Requirements Certificate: from an insurance company licensed to do business in New York State, will be provided within ten (10) working days after notification of the award (if applicable).

SIGNATRUE:

DATE:

NAME (type or print):

TITLE:

TELEPHONE NO.:

FAX NO.:

NON-COLLUSIVE BIDDING CERTIFICATE

(Section 103 (d) of the General Municipal Law)

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 certified, as to its own organization, under penalty of perjury that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor.
2. Unless otherwise required by law, the processes which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or 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.

Date: Signed:

Title:

Company Name:

ASPHALT PRICE ADJUSTMENT

BIDS TO BE BASED ON THE JUNE 2024 INDEX

1. The PGB index Price and the Average posted Price are defined as follows:
2. Performance Graded Binder (PGB) Index Price. A fixed price per U.S. ton of asphalt. This price is used solely as a base from which to compute asphalt price adjustments. Its dollar amount if specified in the Proposal asphalt price adjustment note.
3. Average posed Price: The average FOB terminal price for unmodified PG 64-22 binder, without an anti-stripping agent is determined by the NYSDOT Monthly, based on prices of approved primary sources of performance graded binder.
4. The average price adjustment will be based solely on the price changes for asphalt as determined by the following formulas. No consideration will be given to the situation where an individual supplier’s price exceeds the Average Posted Price, nor will any adjustment be made unless the Average Posted Price is either $10.00 greater than or less than the PGB price.

EXAMPLE: Escalation

1. Index Price of Asphalt in Bid Proposal Note: $ 150.00 per U.S. ton.
2. Average Posted Price of Asphalt at the time of placement: $170.00 per U.S. ton
3. Type of material place: Type 3 binder
4. Conversion factor from table for Type 3 Binder: .055
5. Amount of Material placed: 500 U.S. ton

EXAMPLE: De-escalation

1. Index Price of Asphalt in Bid Proposal Note: $150.00 per U.X. ton
2. Average Posted Price of Asphalt at the time of placement $110.00 per U.S. ton
3. Type of material placed: Type 3 binder
4. Conversion factor from table for Type 3 Binder: .055
5. Amount of Material placed: 500 U.X. ton

Price adjustment = 500 U.S. ton times conversion factor of .055 time (Average Posted Price $110.00 minus index price $150.00 plus $ 10.00) = $ 825.00

1. The Town of Johnstown, Johnstown, NY 12095 will receive sealed bids in accordance with the published invitations for bids.
2. The sealed bids, subject to the conditions contained herein, will then be publicly opened and read aloud. Bidding sheets are to be returned in the specification book and all bidding must be on the forms furnished.
3. A Performance Bond will be required of the successful bidder in the amount of 100% of Contract Price.
4. All delivery charges shall be included in the bid price.
5. No combination bid on any units will be accepted and each unit must be bid separately.
6. Any material delivered by a vendor, which is not in accordance with specifications or is otherwise unsatisfactorily, in the opinion of the department, may be retained and, if necessary, used, until it is replaced with satisfactory material.
7. Except for causes not in control of the Vendor, no request for postponement of the date of delivery, or completion, shall be considered; any initiative is such respect being reserved for the Town Highway Department.
8. The Town is not subject to tax. Town will sign exemption certificate when required.
9. Dimensions given are approximate and bidders are to verify all figures.
10. All deliveries and installations must be completed by date specified, if a date is specified in the specifications.
11. The owner reserve the right to make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner such information and date for this purpose as may be requested, including, but not limited to, the name and address of the manufacturer of the articles quoted on. The Owner also reserve the right to reject any bid if the evidence submitted by/or the investigation of such bidder is properly qualified to carry out the obligations of the bid or to complete deliveries contemplated therein.
12. The Owner reserves the right to consider informal a bid not prepared and submitted in accordance with the provisions of theses specifications or to waive informalities in any bid as received. The Owner also reserves the right to reject any or all bids as the best interest of the Owner may require.
13. A successful bidder upon his failure or refusal to execute a Performance Bond, if required within ten(10) days after he has been notified of the acceptance of his bid, shall forfeit to the Owner as liquidated damages for such failure or refusal, any security deposited with his bid.
14. No Bidder may withdraw his bid within 45 days after the bids are opened, but may withdraw it any time prior to scheduled closing time of reception of bids.
15. In submitting this bid, the Bidder declares that he is, or they are, the only person or persons interested in the said bid, that it is made without any connection with any person making another bid for the same materials; that the bid is an all respects fair and without collusion, fraud or mental reservation; that no official of the Town or any other person in the employ of the Town is directly or indirectly interested in said bid or in the supplies or in any portions of the profits thereof.
16. The Vendor or Bidder to whom a contract shall be let, granted or awarded is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title of interest therein, or his power to execute such contract to any other person or corporation , except as provided in Section 109 of the General Municipal Law.
17. No bid for materials, supplies, equipment or services may be accepted from or contract therefore awarded to any person who is in arrears in taxes or upon debt or contract to or with the Town or who has defaulted as surety or otherwise upon a contract or obligation to the Town, or who may be otherwise disqualified under any act of legislature not to be inconsistent with the Charter or Code.
18. The contractor agrees to make no claim for damages for delay occasioned by an act or omission of the Town of Johnstown

INSURANCE COVERAGE

INSURANCE The Contractor shall procure and maintain at his own expense to the Town until final acceptance by the Town of Johnstown the work covered by the contract, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do business in the State of New York covering all operations under the contract whether performed by him or by subcontractors. Before commencing the work the Contractor shall furnish to the Town a certificate or certificated of insurance in form satisfactory to the Town showing that he has complied with this paragraph, which certificated shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. The Types and limits of insurance are as follows:

1. Worker’s Compensation Insurance. A policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker’s Compensation Law, covering all operations under the contract whether performed by him or his subcontractors, and under Article 9 of the Worker’s Compensation Law, known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments thereto. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation and disability benefits coverage for the benefit of, and keep insured during the life of said contract, such employees in compliance with the provisions of the Worker’s Compensation Law (State Finance Law, Sec. 142).
2. Liability and Property Damage Insurance. Unless otherwise specifically required by special specifications, each policy with limits of not less than:

Bodily Injury Liability Property Damage Liability

Each Person Each Occurrence Each Occurrence Aggregate

$500,000 $1,000,000 $500,000 $1,000,000

For all damages arising during the policy period, shall be furnished in the types specified, viz:

1. Contractor’s liability insurance issued to and covering the liability for damages imposed by law upon the CONTRACTOR with respect to all work performed by him under the agreement.
2. Contractor’s liability insurance issued and covering the liability for damages imposed by law upon EACH SUBCONTRACTOR with respect to all work performed by said subcontractor under the agreement.
3. Contractor’s Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the contractor with respect to all work under the agreement performed for the contractor by subcontractors.

The contractor’s attention is directed to the insurance limits required for the performance of work under this contract and that these limits of coverage ARE NOT to be amended by deductible specifically provided for in these specifications.

TOWN OF JOHNSTOWN; FULTON COUNTY

ASPHALT CONCRETE PAVING 2024 IN PLACE FOR TOWN ROADS

INTENT:

It is the intent of the bid proposal to solicit bids for materials, equipment and labor to resurface with asphalt concrete various roads within the limits of the Town of Johnstown. The successful bidder will furnish all materials, labor and equipment to deliver, place and compact the asphalt per the “Detailed Specifications”.

DETAILED SPECIFICATIONS

1. MATERIALS & WORKMANSHIP

All materials and workmanship shall comply with applicable specifications of items listed in Standard Specifications, Construction and Materials, New York State Department of Transportation Design and Construction dated May 1, 2008, and addenda thereto. The specifications may be modified at the discretion of the Superintendent of Highways of the Town of Johnstown.

1. ROADS TO BE PAVED

The Superintendent of Highways of the Town of Johnstown shall designate the specific roads to be paved and additional roads may be added or some roads deleted, depending on the outcome of the bidding process.

1. TYPE OF ASPHALT

The applied asphalt concrete shall be Item # 403.17 Type 6F-3 Top.

1. TIME OF COMMENCEMENT AND COMPLETION OF WORK
2. The work covered by this contract shall commence no later than 30 days after the contractor has been issued a Notice to Proceed by the Town, or at a mutually agreed upon extended date. The start date shall not be prior to June 1, 2024. The contractor shall coordinate all work covered by this contract with the work schedule of the town.
3. Work covered by this contract shall be completed by the deadline set forth by the Town of Johnstown Superintendent of Highways.
4. If said contractor shall neglect, fail or refuse to complete the work by the date herein specified said contractor does hereby agree to pay the Town of Johnstown liquidated damages totaling two hundred ($100.00) dollars per calendar day for each and every calendar day the contractor shall be in default of the completion date stipulated in the contract.
5. The successful bidder must comply with the current wage rate schedule and all other requirements as determined by the New York State Department of Labor. Certified Payroll Affidavits are to be submitted to the Town of Johnstown Highway Department. It is expected that work performed under this proposal shall be accomplished Monday through Friday. The Superintendent of Highways for the Town of Johnstown must approve exceptions to this.
6. EQUIPMENT AND PAVING PASSES
7. Pavers. It shall be required that certain streets, as designated and described in the Bid Sheet shall be paved 22 & 11 ft. wide or as required. All Streets must be paved with a self-powered bituminous paver having an activated screed assembly and equipped with adjustable extensions. The screed assembly shall be heated as necessary to produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. All bituminous pavers shall be equipped with approved automatic transverse slope and longitudinal screed controls. The controls shall operate from suitable fixed or moving references.
8. Rollers. All rollers shall be self-propelled steel wheeled vibratory tandem type rollers weighing approximately 8-10 tons. A minimum of two rollers is required.
9. Paving Passes. As required by the Town of Johnstown Highway Superintendent.
10. PREP WORK

The Town of Johnstown will be responsible for 1) sweeping of streets prior to the successful bidder’s resurfacing application; and 2) any patching deemed necessary to the Superintendent of Highways.

1. REBATES

The successful bidder shall cut/mill rebates, approximately 48” in length, along all streets interesting the street to be paved, as well as at the beginning and end of the project. Asphalt concrete shall be placed and compacted in such rebates at a transverse slope consistent with that of the street being paved. Prior to the placement of asphalt concrete all millings shall be removed from any rebates and the rebates shall be broom-swept clean by the contractor. The cost for the rebate items is included in the contract price.

1. DRIVEWAYS

The pavement must be feathered to meet all existing gravel driveways.

1. RAIN DELAY

At the option of the Highway Superintendent, paving operations will be stopped in the event of rain. In such event all waiting trucks and loaded trucks in transit will be unloaded

1. BIDDING PROCEDURE

All bidders must quote price per ton (English) of material in place, which price shall also include the bidder’s estimate for rebate work as described in Section “8” herein. The award for the paving contract will be made on the basis of the lowest aggregate price for all items based on the estimated tonnages stated in the bid sheet. Payment of the contract will be calculated on the actual tonnages placed. The Town of Johnstown reserves the right to reject any or all bids.

1. DEFECTS

For a period of one (1) year from the date of the completion of work, the successful bidder, at their own cost and expense, shall remedy and correct any defects and conditions not complying with the specifications described herein, when such defects and conditions are the result of materials and//or workmanship not meeting the specifications of this proposal.

1. INSURANCE

Upon awarding of the bid, the successful bidder must provide proof of insurance, consistent with the requirements set forth in Attachment A, annexed hereto, and naming the Town of Johnstown as additional insured.

1. NON-COLLUSION BIDDING CERTIFICATE

All bidders are required to sign the “non-Collusion Bidding Certificate” and submit it as part of the bid.

1. ASPHALT PRICE ADJUSTMENTS

This section will provide for additional compensation to, or repayment by, the Contractor for increases or decreases in the price of asphalt throughout the life of the contract. This adjustment will be computed within the prescribed conditions and in conformance with written procedures of the NYSDOT.

Town of Johnstown

NYSDOT Item 403 Bituminous Paving

Technical Specifications

Part1-General

1. The New Y0ork State Department of Transportation Standard Specifications, dated May, 2008, including all addendum are referred to for theses items with the following modification or additions:
2. The various items listed on the proposal sheet are to be furnished and applied over existing Town Roads.
3. The successful bidder(s) will be required to furnish liability insurance for the amounts shown on the attached schedule.
4. The prevailing wage rated of the New York State Department of Labor must be adhered to.
5. The various surface courses shall be applies at a nominal compacted thickness as specified in the contract.
6. In area where machine spreading is impractical, hand spreading will be permitted. In that case, the material shall be distributed into place immediately with shovels and then spread with rakes. The completed pavement shall have the required thickness and conform to the grades and surface contours of the adjoining pavement. The areas where hand spreading may be required include intersection fillets and transition areas to existing driveways.
7. The bituminous mixing plant (s) proposed by the Contractor (s) must, when applicable, have been inspected and approved by representatives of the New York State Department of Transportation. The location of the bituminous mixing plants (s) proposed, as a source of supply shall be included on the proposal sheets.

The work listed in the proposal will be awarded to the lowest responsible bidder (s) for each individual total project, that is, to the bidder whose total combined price for materials, delivery, and placing for all part in the individual project is the lowest. The Owner reserves the right to make awards for all or any part the prices bid and the availability of funds.

Part 2-Product

2.01 NYSDOT Item 401-2.202-Compositious of mixture for any bituminous mixture required by the plans or itemized proposal, the Contractor shall formulate and submit to the Town Superintendent of Johnstown, New York, mix formulas that satisfy the general limits imposed by Table 401-1 Composition of Plant Mixtures.

2.02 NYSDOT Item 401-3.11- Spreading and Finishing-a moving reference of at least 30 feet in length may be required in all cases on both the binder and surface courses.

2.03 NYSDOT Item 401-3.12 Compaction

Option B – Vibratory Compaction

Delete paragraph of Open-graded Base and Binder Course

The Contractor will be required to use *two* vibratory rollers.

Two copies of the delivery tickets are to be submitted. Also all delivery tickets turned into the Town must be clear and legible.