COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: Tricia Pierce, BUYER (716) 858-6337
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 214180-004

OPENING DATE: JULY 29, 2014 TIME: 10:00 AM

FOR: WINTER HIGHWAY MAINTENANCE MATERIALS

NAME OF BIDDER: _____

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X	EXHIBIT "A"	- Assignment of Public Contracts
X	EXHIBIT "B"	- Purchases by Other Local Governments or Special Districts
X	EXHIBIT "C"	- Construction/Reconstruction Contracts
	EXHIBIT "D"	- Bid Bond (Formal Bid)
N/A	EXHIBIT "E"	- Bid Bond (Informal Bid)
	EXHIBIT "F"	- Standard Agreement
X	EXHIBIT "G"	- Non-Collusive Bidding Certification
X	EXHIBIT "H"	- MBE/ WBE Commitment
X	EXHIBIT "IC"	- Insurance – CLASSIFICATION "A"
	EXHIBIT "P" & EXHIBIT "PBI"	- Performance Bond
	EXHIBIT "Q"	- Confined Space Program Certification

EXHIBIT "G"

County of Erie

DIVISION OF PURCHASE

NON-COLLUSIVE BIDDING CERTIFICATION

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 his 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 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.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day of _____, 20 _____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

_____ ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE _____ TELEPHONE NO._____

County of Erie

DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO: 214180-004

Ship to: County of Erie
Attention: DPW HIGHWAYS AND
Address: VARIOUS COUNTY DEPARTMENTS

Ship Via: Most Economical
Date Required at Destination: As Needed

ITEM NO.	QUAN-TITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Please furnish pricing for Winter Highway Maintenance Materials		
			As the following specifications.		
			IMPORTANT PLEASE FOLLOW!		
			*Please submit (10) ten copies of your company's		
			Bid pricing sheets for distribution at bid opening.		
			ALL copies must be stapled together		
			and collated with your company's		
			Name on the first page.		
			Any Questions please contact Linda King at 716-858-2073.		
			MBE/WBE Commitment-Bidder **MUST** complete and return with		
			Bid Either MBE Utilization Report Form Part A or Waiver that needs		
			To be completed. These forms are found in Enclosed Exhibit "H".		

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
Freedom of Information Officer
95 Franklin Street, Rm. 1254
Buffalo, NY 14202
FAX #: **716/858-6465**

TOTAL NET BID DELIVERED INSIDE _____

NAME OF BIDDER _____

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.

2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.

3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.

6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.

10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.

11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.

12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

County of Erie
DIVISION OF PURCHASE

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:
(a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
(b) Descriptive literature of item offered, for evaluation.
(c) List of installations in Erie County of the item offered.
(d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

County of Erie
DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30.THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION_____ PARTNERSHIP_____ INDIVIDUAL_____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

_____ _____

_____ _____

_____ _____

_____ _____

EXHIBIT "A"

County of Erie

MARK C. POLANCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)

"EXHIBIT B"

County of Erie
MARK C. POLANCARZ
COUNTY EXECUTIVE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.

2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.

3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
AMHERST CENTRAL SCHOOL DISTRICT, Business Manager , 4301 Main St., Amherst, NY 14226
AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager,105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue,Tonawanda, NY 14150
TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569

REV. 7/09

COUNTY OF ERIE
MARK C. POLANCARZ
COUNTY EXECUTIVE

CONSTRUCTION/RECONSTRUCTION CONTRACTS

1. DISCRIMINATION. The successful bidder agrees:

(a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;

(c) that there may be deducted from the amount payable to the contractor by the County of Erie under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) that this contract may be cancelled or terminated by the County of Erie and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) the aforesaid provisions of this section covering every contract for or on behalf of the County of Erie for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York. (N.Y. State Labor Law Article 8 Section 220-e)

(f) Provisions of the State Law Against Discrimination also prohibit discrimination in employment because of age.

2. CONSTRUCTION, RECONSTRUCTION, OR REPAIR CONTRACTS FOR PUBLIC WORKS FACILITIES are subject to minimum wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for public works to which the provisions of the New York State Labor Law Article 8 apply agrees that:

(a) No laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. (Section 220, subd. 2, N.Y. State Labor Law)

(b) Each laborer, workman or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly minimum rate of wage and provided supplements not less than the prevailing supplements as designated by the New York State Industrial Commission. (Section 220, subd. 3, N.Y. State Labor Law)

Wage and supplement rates are on file in the Division of Purchase.

3. AFFIRMATIVE ACTION PROGRAM AFFECTING CONSTRUCTION CONTRACTS. The Erie County Legislature has adopted a resolution directing that County Construction Contracts require the contractor to take affirmative action to secure equal opportunity for minority group workers and to comply with the Affirmative Action Program of the County of Erie. The Legislative resolution provides that a contract for the purchase of equipment involving installation work by building trade employees shall be considered a construction contract if the number of such employees on the job site shall at any time exceed ten (10). If the contractor intends to have more than ten (10) such employees on the job site at any one time, it shall be the contractor's obligation to make a written request to the Director of the Division of Purchase for a copy of the special conditions pertaining to affirmative action. The contractor shall not, at any time, place more than ten (10) such employees on the job site except in compliance with the said resolution and the said special conditions.

EXHIBIT "H"

COUNTY OF ERIE
MARK C. POLANCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

MBE/WBE COMMITMENT

The Erie County Legislature enacted Local Law No. 5 requiring a minority and women-owned business utilization commitment by persons or firms contracting with the County of Erie for supplies, materials, equipment, and insurance.

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than $15,000.00 shall take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs; and

2. Solicitation of bids from MBEs and WBEs; and

3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations; and

4. Maintaining records showing utilization of MBEs and/or WBEs specific efforts to identify and utilize these companies; and

5. A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBEs and at least two percent (2%) of the total dollar value of the contract to WBEs or, for those contracts governed by federal or state regulations with respect to MBE and/or WBE hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.

B. All bidders must submit, with a bid, a list of all MBEs and WBEs from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE and WBE utilization goals provided in subdivision (A) (5) above. A supplier's bid shall not be considered where the supplier fails to submit a list as provided for herein. A supplier's bid shall not be considered where examination of said list of MBEs and WBEs evidences failure by the supplier to comply with the affirmative action requirements provided herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions of subdivision (A) (5) where the availability of MBEs and/or WBEs in the market area of the contract is less than the ten percent (10%) MBE goal and two percent (2%) WBE goal.

C. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall submit to the Director or Purchasing, at the bid opening, a schedule for MBE and WBE participation listing the MBEs and WBEs with whom the supplier intends to utilize; specifying the agreed upon price to be paid for such goods and identifying in detail the contract item or items to be supplied by each MBE and WBE. A copy of the participating schedule will be forwarded to the Division of E.E.O. from the Division of Purchasing. Contingent upon a contract award, a letter of intent to enter into a purchase agreement, signed by both the supplier and the MBE and WBE (unless a waiver is requested in one of those categories), indicating the agreed upon price and scope of work, shall be provided.

D. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall provide to the County Division of E.E.O., copies of all the subcontracts and/or purchase agreements with the MBEs and WBEs within fifteen (15) days of contract award.

E. For the purpose of this section, the term "minority business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly-owned business, at least fifty-one percent (51%) of all stock is owned by minority group members. Such ownership shall be certified by the County Division of E.E.O.

For the purposes of this paragraph, "minority group members" are citizens of the United States who are African-American, Hispanic, Asian-American and American-Indian.

F. For the purposes of this section, the term "women-owned business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of publicly-owned business, at lest fifty-one percent (51%) of all stock is owned by a woman or women. Such ownership shall be certified by the County Division of E.E.O.

NOTE:

It is the prime vendor's responsibility to obtain MBE/WBE vendors and NOT the County of Erie. However, some vendors may be obtained from:

Director
Erie County Division of E.E.O.
95 Franklin Street
6TH Floor
Buffalo, NY 14202
(716) 858-7542

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT.

BID NO.: _____
BID DATE: _____

ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY:
AUTHORIZED REPRESENTATIVE:
ADDRESS: _____
TELEPHONE NUMBER: (___)_
BID NAME:

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

1.
2.
3.
4.
5.
6.

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
Name: _____ Address: _____ _____ Telephone No. _____ IRS # _____				YES _____ NO _____	
Name: _____ Address: _____ _____ Telephone No. _____ IRS # _____				YES _____ NO _____	

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED

Name: _____ YES _____

Address: _____ NO _____

_____

Telephone No. _____

IRS # _____

Name: _____ YES _____

Address: _____ NO _____

_____

Telephone No. _____

IRS # _____

Name: _____ YES _____

Address: _____ NO _____

_____

Telephone No. _____

IRS # _____

III. Total Dollar Amount to be subcontracted to
Minority Business Enterprise(s). $
Women Business Enterprise(s). $

IV. Total Amount of Bid $

V. MBE Percent (%) of project bid %
WBE Percent (%) of project bid %

VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

(01/09)

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

(To be completed by the prime vendor and submitted to the
Erie County Division of E.E.O. when contract is complete)

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

VENDOR: _____ BID NO. _____

MBE	TOTAL AMOUNT EXPENDED
WBE	

TOTAL OF ALL MBE SUBCONTRACTS $_____

TOTAL OF ALL WOMEN SUBCONTRACTS $_____

AMOUNT OF CONTRACT (PRIME) $_____

FINAL MBE PERCENTAGE $_____

FINAL WBE PERCENTAGE $_____

I _____, as an official representative of _____, do hereby certify that the information listed above is correct and complete.

SIGNATURE TITLE DATE

MAIL TO: Erie County Division of E.E.O.
95 Franklin Street
6th Floor
Buffalo, NY 14202

(01/09)

WAIVER RECOMMENDATION

COMPANY: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____) _____ BID NO.: 214180-004

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and

2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

1. _____ 6. _____

2. _____ 7. _____

3. _____ 8. _____

4. _____ 9. _____

5. _____ 10. _____

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

_____

DATE — SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Granted in Whole: _____

Granted in Part: _____

Comments:

_____

_____

_____

DIRECTOR OF E.E.O. — DATE

(01/09)

CLASSIFICATION A:
Construction or Maintenance

COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification A: Contracts Involving Construction or Maintenance

1. The contractor shall obtain, at his own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.

A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of $1,000,000 per occurrence and $2,000,000 general aggregate and $2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
   - Premises and Operations
   - Products and Completed Operations
   - Independent Contractors
   - Blanket Broad Form Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
   - Broad Form Property Damage
   - Explosion, Collapse and Underground Hazards (x, c, u) must NOT be excluded.

B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of $1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).

C. Excess "Umbrella" Liability - with a minimum limit of $5,000,000 each occurrence / $5,000,000 aggregate.

D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Form C-105.2).

E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory bases. Designated Construction Project General Aggregate Limit Per Person Endorsement CG 2503 is required. Waiver of Subrogation is required on all lines in favor of Erie County.

3. All policies in which the County of Erie is named as an additional insured shall provide that:

A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.

B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

County of Erie Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME
	PHONE (A/C No, Ext) / FAX A/C No.
	EMAIL ADDRESS
	PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A	
	INSURER B	
	INSURER C	
	INSURER D:	
	INSURER E	
	INSURER F	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	☐						GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU TORY LIMITS ☐ OTH ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L.DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Erie
95 Franklin St
Buffalo NY, 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate _____

Purchase Order or Contact Number _____

Vendor Insurance Classification _____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	$1,000,000 per occ.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000	$1,000,000 CSL	$1,000,000	$1,000,000 CSL
General Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Products Completed Operations Liability	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	$1,000,000 CSL		$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	$5,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000	$1,000,000
Worker's Compensation	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law

Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

Notice to Bidders

Specifications and Proposal Form Covering
Various Materials
Required by the
Erie County Department of Public Works
For the period
Beginning September 1, 2014
And Ending August 31, 2015

1. The purpose of the attached specifications is to describe the above mentioned materials by physical and chemical requirements

2. **Bids** are solicited on various materials as shown by attached specifications and proposal form.

3. **Purchase Orders** will be issued to the lowest responsible bidder after due consideration has been given to the point of delivery, the location of the site to which material will be hauled.

4. The **Purchaser** reserves the right to reject any or all bids, or to accept, either in whole or in part, any one bid or combination of bids.

5. No quantities are given. **Quotations** on all items shall be requirements to August 31, 2015

6. All references to **New York State** refer to the latest **Public Works** specifications and any revisions.

7. The bid shall be signed by the bidder in the proper place on the last page of this Proposal.

8. 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 in all respects fair and without collusion, fraud or mental reservation and that no officer or employee of the **County** is directly or indirectly interested in said bid or in the supplies, or in any portion of the profits thereof.

9. No bid for materials, or supplies may be accepted from the contracts, therefore, awarded to any person who is in arrears to Erie County, upon debt or contract or who has defaulted as surety or otherwise upon a contract or obligation to the county.

   "The Bidder hereby agrees to the provisions of Section ***103-a, 103-b, and 103d,*** being part of **Chapter 605 of the laws of 1959** of the **General Municipal Law** which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of

a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

10. (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal and

    (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid, and

    (c) Every contract hereafter made or awarded by a municipal corporation or any public department, agency or official thereof or by a fire district or any agency or official thereof, pursuant to bid for work services performed or to be performed or goods sold or to be performed or goods sold or to be sold, shall contain the following statement by the bidder, under penalty that:

        (a) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and

        (b) The content of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening bid"

State DOT Specification 703-01 Fine Aggregate

This material shall be clean, sharp grit, suitable for use on icy pavements and shall be approved by the Deputy Commissioner of Highways or his designee and meet State DOT specification Section 703-01 – Fine Aggregate.

Gradation for Sanding Material Percent Passing by Weight

	Percent Passing	
	Minimum	**Maximum**
3/8"	**100**	
# 4	**80**	**100**
# 5	**0**	**25**
# 200	**0**	**5**

Cinders shall be the waste from the burning of soft coal in a fire hot enough to fuse the ash into clinker. They shall be what is commonly known as **Boiler House Cinders** (no fly ash) and shall not contain more than 10% of unfused ash. They shall not contain pieces of firebrick, brick, stones, glass, metal or any matter other than that resulting from the burning of coal. Cinders shall be sufficiently fine to assure free and uninterrupted flow through mechanical spreaders used by the Highway Division. All requirements shall meet the approval of the Deputy Commissioner of Highways or his designee.

Cinder Bid Page

Cinders_____ton FOB Trucks at Source
Source:_____
Cinders_____ton delivered to Clarence

Cinders_____ton delivered to Tonawanda

Cinders_____ton delivered to Lancaster

Cinders_____ton delivered to Cheektowaga (Harlem and Clinton)

Cinders_____ton delivered to Hamburg

Cinders_____ton delivered to Angola

Cinders_____ton delivered to Aurora

Cinders_____ton delivered to Protection

Cinders_____ton delivered to East Concord

Cinders_____ton delivered to Collins

Cinders_____ton delivered to Village of Akron

Cinders_____ton delivered to Town of Alden

Cinders_____ton delivered to Village of Alden

Cinders_____ton delivered to Amherst Central School District

Cinders_____ton delivered to Town of Amherst

Cinders_____ton delivered to Village of Angola

Cinders_____ton delivered to Town of Aurora

Cinders_____ton delivered to Village of Blasdell

Cinders_____ton delivered to BOCES - Cheektowaga

Cinders_____ton delivered to BOCES – Orchard Park

Cinders_____ton delivered to Town of Boston

Cinders_____ton delivered to City of Buffalo

Cinder Bid Page Continued

Cinders_____ton delivered to Town of Cheektowaga

Cinders_____ton delivered to Town of Clarence

Cinders_____ton delivered to Cleveland Hill School District

Cinders_____ton delivered to Town of Colden

Cinders_____ton delivered to Town of Collins

Cinders_____ton delivered to Town of Concord

Cinders_____ton delivered to Village of Depew

Cinders_____ton delivered to Village of East Aurora

Cinders_____ton delivered to Town of Eden

Cinders_____ton delivered to Town of Elma

Cinders_____ton delivered to Town of Evans

Cinders_____ton delivered to Village of Farnham

Cinders_____ton delivered to Town of Grand Island

Cinders_____ton delivered to Town of Hamburg

Cinders_____ton delivered to Village of Hamburg

Cinders_____ton delivered to Town of Holland

Cinders_____ton delivered to Kenmore School District

Cinders_____ton delivered to Village of Kenmore

Cinders_____ton delivered to Town of Lancaster

Cinders_____ton delivered to Village Lancaster

Cinders_____ton delivered to Town of Marilla

Cinders_____ton delivered to Town of Newstead

Cinder Bid Page Continued

Cinders_____ton delivered to Niagara Frontier Transportation Authority

Cinders_____ton delivered to Town of North Collins

Cinders_____ton delivered to Village of North Collins

Cinders_____ton delivered to Town of Orchard Park

Cinders_____ton delivered to Village of Orchard Park

Cinders_____ton delivered to Town of Sardina

Cinders_____ton delivered to Village of Sloan

Cinders_____ton delivered to Village of Springville

Cinders_____ton delivered to City of Tonawanda

Cinders_____ton delivered to Town of Tonawanda

Cinders_____ton delivered to Town of Wales

Cinders_____ton delivered to Town of West Seneca

Cinders_____ton delivered to Village of Williamsville

Sand Bid Page

Sand_____ton FOB Trucks at Source
Source:_____
Sand_____ton delivered to Clarence

Sand_____ton delivered to Tonawanda

Sand_____ton delivered to Lancaster

Sand_____ton delivered to Cheektowaga (Harlem and Clinton)

Sand_____ton delivered to Hamburg

Sand_____ton delivered to Angola

Sand_____ton delivered to Aurora

Sand_____ton delivered to Protection

Sand_____ton delivered to East Concord

Sand_____ton delivered to Collins

Sand_____ton delivered to Village of Akron

Sand_____ton delivered to Town of Alden

Sand_____ton delivered to Village of Alden

Sand_____ton delivered to Amherst Central School District

Sand_____ton delivered to Town of Amherst

Sand_____ton delivered to Village of Angola

Sand_____ton delivered to Town of Aurora

Sand_____ton delivered to Village of Blasdell

Sand_____ton delivered to BOCES-Cheektowaga

Sand_____ton delivered to BOCES-Orchard Park

Sand_____ton delivered to Town of Boston

Sand_____ton delivered to City of Buffalo

Sand Bid Page Continued

Sand_____ton delivered to Town of Cheektowaga

Sand_____ton delivered to Town of Clarence

Sand_____ton delivered to Cleveland Hill School District

Sand_____ton delivered to Town of Colden

Sand_____ton delivered to Town of Collins

Sand_____ton delivered to Town of Concord

Sand_____ton delivered to Village of Depew

Sand_____ton delivered to Village of East Aurora

Sand_____ton delivered to Town of Eden

Sand_____ton delivered to Town of Elma

Sand_____ton delivered to Town of Evans

Sand_____ton delivered to Village of Farnham

Sand_____ton delivered to Town of Grand Island

Sand_____ton delivered to Town of Hamburg

Sand_____ton delivered to Village of Hamburg

Sand_____ton delivered to Town of Holland

Sand_____ton delivered to Kenmore School District

Sand_____ton delivered to Village of Kenmore

Sand_____ton delivered to Town of Lancaster

Sand_____ton delivered to Village of Lancaster

Sand_____ton delivered to Town of Marilla

Sand_____ton delivered to Town of Newstead

Sand_____ton delivered to Niagara Frontier Transportation Authority

Sand Bid Page Continued

Sand_____ton delivered to Town of North Collins

Sand_____ton delivered to Village of North Collins

Sand_____ton delivered to Town of Orchard Park

Sand_____ton delivered to Village of Orchard Park

Sand_____ton delivered to Town of Sardina

Sand_____ton delivered to Village of Sloan

Sand_____ton delivered to Village of Springville

Sand_____ton delivered to City of Tonawanda

Sand_____ton delivered to Town of Tonawanda

Sand_____ton delivered to Town of Wales

Sand_____ton delivered to Town of West Seneca

Sand_____ton delivered to Village of Williamsville

Note:

Delivery must be made within twenty-four (24) hours or when needed from date of **Purchase Order.**

Calcium Chloride as Required
For New York State Specifications Material Item 712

	FOB Shipping Point Trucks in Erie County
Price per ton in paper bags (80lbs. each)	$_____
Price per ton in paper bags FOB Delivered to any point in Erie County Min. Load_____Tons	$_____
Price per ton, Bulk spread anywhere in Erie County Min. Load_____Tons	$_____

Furnishing Liquid Calcium Chloride for Snow and Ice Control

The standard specification for 702-02 Calcium Chloride, type B shall apply except as modified as below:

Materials

The materials are to be furnished, delivered and pumped into owners storage tank in the quantities specified. The materials are to be free of contaminants, and be a free flowing colorless liquid.

Method of Measurement

Liquid Calcium Chloride shall be measured by the gallon.

Basis of Payment

The unit price bid per gallon shall include all the labor, material and equipment necessary to furnish and deliver the product into the owner's storage tank.

500 - 1499 gallons	$_____per gallon
1500 – 2499 gallons	$_____per gallon
2500 – 3499 gallons	$_____per gallon
3500 – gallons or more	$_____per gallon

Rental of Portable Mixing Plant for Mixing De-Icing Materials

The successful bidder shall supply a powered twin shaft mixing plant with adequate aggregate bins and liquid additive system to produce a homogeneous blend of the de-icing materials selected. The mixing plant shall be delivered to job site and be fueled, operated and maintained by the successful bidder. The mixing plant shall have a capacity to produce a minimum of 200 tons per hour of blended de-icing materials as ordered by the engineer. County will supply all aggregates, granular sodium chloride, and support labor and equipment to complete the operation.

Rental of the portable mixing plant $_____ per hour

Specified Quantity Salt Bid

Erie County hereby requests bids on the furnishing and delivery of Sodium Chloride Salt for ice control. The County and participating municipalities listed below agree to purchase the specified amounts listed below in bulk form.

Specification:

Salt shall be not less than 95% sodium chloride as determined by ASTM-D-632. The salt when tested, using sieves as described in ASTM-C-136 (*1), shall conform to the following requirements for particle size distribution:

Sieve Size	Per Cent Passing (*2)
½"	100
3/8"	95-100
No.4	20-90
No.8	10-60
No.30	0-15

(*1) A drying temperature of 110 degrees C +/- 5 degrees C should be used.

(*2) Tolerance of +/- 5% on each sieve except ½" and 3/8" sizes on which no tolerance will be allowed.

Moisture content upon delivery shall not exceed 1.5% when determined as follows

% Moisture =(W1-W2) / W1 x 100

W1 = Initial weight of sample

W2 = weight of sample after drying to a constant weight at 100 degrees C+/-5 degrees C

Every opportunity and assistance shall be provided to Erie County and the participating municipalities to sample for testing the material at the plant or storage area. Erie County and the participating municipalities shall also have the right to have tests performed on any sample delivered to the municipal storage area.

Sodium Chloride Salt shall be rejected if it fails to conform to any of the requirements of these specifications or if it is caked or sticky in the trucks upon delivery and inspection. All rejected product shall be removed from the location within 24 hours of notification and no charge made for the amount delivered that was rejected. At the discretion of Erie County and the participating municipalities, a negotiated price may be implemented in lieu of replacement of failed material. The successful bidder will also be responsible for payment of all testing fees if the sample is found not to meet the requirements of the specification. No fee to the successful bidder will be incurred of the sample passes the requirements of the specification.

Salt shall be treated with an anti-caking agent at the rate of 0.1 to 0.2 lbs. / ton. Potential vendors shall submit information with their bid on the proposed anti-caking agent. The planned quantity, test for the presence, solubility, photodecomposition and potential damage to the environment shall be included. Prior to acceptance of the bid proposal, a visual inspection of the company's facility to examine the process of treating with anti-caking agent will be made. Should the apparent low bidder not be able to provide the anti-caking agent requirement described herein, this will be a

cause for rejection of the bid. Further, at any time as deemed necessary by Erie County or a participating municipality, a visual inspection of the facility to ensure the anti-caking agent is being added will be made.

Quantities:
The quantity specified by each municipality represents 100% of their requirement for the season. The season is September 1, 2014 through August 31, 2015. The municipal participants in this purchase agreement are obligated and guarantee to purchase only 70% of their specified quantity. The successful vendor is obligated and guarantees to furnish and deliver up to 130% of the named quantity.

If the total quantity ordered exceeds the participating municipality's estimated annual tonnage by 130% during the initial term of the contract, the successful bidder shall still continue to stock and sell Sodium Chloride Salt to the participating municipality. The successful bidder, however, may request in writing a price adjustment for future deliveries based on incremental out-of-pocket expenses incurred by the successful bidder. If a price adjustment is to be requested, the successful bidder shall issue written notice to the participating municipality within 24 hours after the municipality reaches 120% of its estimated tonnage. Any increase in price will apply only to that portion of an order that exceeds the 130% percent of the estimated tonnage. The successful bidder shall provide complete documentation to justify the increase. Only one such price increase shall be allowed and it shall be uniform for all members of this bid.

Municipality	Quantity (Tons)
Erie County (all delivery points throughout the county)	15,000
City of Buffalo	36,000
Buffalo Sewer Authority	250
Village of Akron	700
Town of Alden	2,750
Village of Alden	400
Town of Amherst	17,680
Town of Aurora	2,000
Village of Blasdell	270
Town of Boston	3,000
Town of Cheektowaga	10,000
Cheektowaga-Maryvale U.F.School District	100
Town of Clarence	2,500
Town of Colden	1,200
Town of Collins	1,500
Town of Concord	1,000
Village of Depew	3,000
Town of Eden	1,100
Town of Elma	1,600
Erie County Medical Center Corp.	400
Town of Evans	650
Village of Gowanda	500
Town of Grand Island	6,000

Town of Hamburg	6,500
Village of Hamburg	1,000
Town of Holland	2,000
Village of Kenmore	2,800
Town of Lancaster	7,500
Village of Lancaster	3,000
Town of Marilla	2,000
Town of Newstead	4,000
Town of North Collins	600
Village of Sloan	500
Village of Springville	1,400
Town of Tonawanda	10,000
Town of Wales	300
Town of West Seneca	5,000
Village of Williamsville	700
Total	**154,900 Tons**

Deliveries:
Municipal participants herein referred to as purchasers agree to order salt at least forty-eight (48) hours before it is required. The successful vendor agrees to begin delivery of salt within two (2) business days of ordering and complete the order within three (3) business days. In cases where the ordered quantity exceeds 1,000 tons, delivery must be completed within four (4) business days. In the event that a purchaser orders night or weekend deliveries contingent unit prices contained in the proposal shall apply. Salt and delivery prices shall remain firm throughout the life of agreement and until such time that contractual quantity of salt is delivered. Orders placed after 2:00 PM will be considered as placed the next business day.

Liquidated damages of $1.00 per ton per day will be assessed by a participating municipality on the outstanding tonnage not delivered within the timeframe required by these specifications. Liquidated damages will be imposed on the first day following the required delivery day and may be applied each calendar day that a balance is outstanding thereafter. Any calculated liquidated damages may be deducted from invoices outstanding at the time but such deductions must be accompanied by a written explanation detailing the calculations of the liquidated damages deducted.

Note: Vendor must stipulate that trucker calls purchaser 24 hours in advance of delivery.

Storage:
In the event the purchaser cannot accept deliveries the vendor shall store salt until released. This event automatically extends the life of this contract until deliveries are completed.

Payment:
The purchaser shall make payment within thirty (30) days of receipt of a correct invoice. In the event the purchaser cannot accept deliveries payment shall be made for the pro-rata share of the specified quantity of salt, subject to the 80% guarantee. The pro-rata share shall be based on a five-month delivery schedule from November through March. Payment of transportation costs, named in the proposal shall be made within thirty (30) days of the acceptance of delivery.

Fuel Price Adjustment:
A fuel price adjustment may be made to contract pricing in accordance with the procedure outlined in the New York State Office of General Services contract award for Group 01800 Road Salt.

Bid Form
Specified Quantity Salt Bid

Vendor Name _____

Address _____

_____

Office Phone _____

Office Fax _____

Total Salt Ordered	154,900 tons @ $_____per ton = $_____

Delivered Charge:

Erie County (all facilities)	15,000 tons @ $_____per ton = $_____
City of Buffalo	36,000 tons @ $_____per ton = $_____
Buffalo Sewer Authority	250 tons @ $_____ per ton = $_____
Village of Akron	700 tons @ $_____ per ton = $_____
Town of Alden	2,750 tons @ $_____per ton = $_____
Village of Alden	400 tons @ $_____ per ton = $_____
Town of Amherst	17,680 tons @ $_____ per ton = $_____
Town of Aurora	2,000 tons @ $_____per ton = $_____
Village of Blasdell	270 tons @ $_____ per ton = $_____
Town of Boston	3,000 tons @ $_____per ton = $_____
Town of Cheektowaga	10,000 tons @ $_____ per ton = $_____
Cheektowaga-Maryvale U.F.S.D.	100 tons @ $_____per ton = $_____
Town of Clarence	2,500 tons @ $_____ per ton = $_____
Town of Colden	1,200 tons @ $_____ per ton = $_____
Town of Collins	1,500 tons @ $_____ per ton = $_____
Town of Concord	1,000 tons @ $_____ per ton = $_____
Village of Depew	3,000 tons @ $_____ per ton = $_____
Town of Eden	1,100 tons @ $_____ per ton = $_____
Town of Elma	1,600 tons @ $_____ per ton = $_____
Erie County Medical Center Corp.	400 tons @ $_____ per ton = $_____
Town of Evans	650 tons @ $_____ per ton = $_____
Village of Gowanda	500 tons @ $_____ per ton = $_____
Town of Grand Island	6,000 tons @ $_____ per ton = $_____
Town of Hamburg	6,500 tons @ $_____ per ton = $_____
Village of Hamburg	1,000 tons @ $_____ per ton = $_____
Town of Holland	2,000 tons @ $_____ per ton = $_____
Village of Kenmore	2,800 tons @ $_____ per ton = $_____
Town of Lancaster	7,500 tons @ $_____ per ton = $_____
Village of Lancaster	3,000 tons @ $_____ per ton = $_____
Town of Marilla	2,000 tons @ $_____ per ton = $_____
Town of Newstead	4,000 tons @ $_____ per ton = $_____

Town of North Collins	600 tons @ $_____	per ton = $_____
Village of Sloan	500 tons @ $_____	per ton = $_____
Village of Springville	1,400 tons @ $_____	per ton = $_____
Town of Tonawanda	10,000 tons @ $_____	per ton = $_____
Town of Wales	300 tons @ $_____	per ton = $_____
Town of West Seneca	5,000 tons @ $_____	per ton = $_____
Village of Williamsville	700 tons @ $_____	per ton = $_____

Add for **Night** and **Saturday** delivery contingency
10,000 tons @ $_____per ton = $_____
Add for **Sunday** and **Holiday** delivery contingency
5,000 tons @ $_____per ton = $_____

Total Bid $_____

Sodium

Chloride (Rock salt) Specifications

Erie County DPW Division of Highways hereby requests bids for the furnishing and delivery of the Sodium Chloride Salt for ice control. Participating municipalities are listed below.

Specifications:
Salt shall be not less than 95% sodium chloride as determined by ASTM-D-632. The salt when tested, using sieves as described in ASTM-C-136 (*1) shall conform to the following requirements for particle size distribution.

Sieve Size	Per Cent Passing (*2)
½"	100
3/8"	95-100
No.4	20-90
No.8	10-60
No.30	0-15

(*1) A drying temperature of 110 degrees C +/- 5 degrees C should be used.
(*2) Tolerance of +/- 5% on each sieve except ½" and 3/8" sizes on which no tolerance will be allowed.

Moisture content upon delivery shall not exceed 1.5% when determined as follows:
% Moisture =(W1-W2)W1 x 100
W1 = Initial weight of sample
W2 = weight of sample after drying to a constant weight at 100 degrees C+/-5 degrees C

Salt shall be treated with an anti caking agent at the rate of 0.1 to 0.2lbs. /ton. Potential vendors shall submit information with their bid on the proposed anti caking agent. The planned quantity, test for the presence, solubility, photodecomposition and potential damage to the environment shall be included.

Sodium Chloride (Rock salt) Specifications

Erie County DPW Division of Highways hereby requests bids for the furnishing and delivery of the Sodium Chloride Salt for ice control. Participating municipalities are listed below.

Specifications:

Salt shall be not less than 95% sodium chloride as determined by ASTM-D-632. The salt when tested, using sieves as described in ASTM-C-136 (*1) shall conform to the following requirements for particle size distribution.

Sieve Size	Per Cent Passing (*2)
½"	100
3/8"	95-100
No.4	20-90
No.8	10-60
No.30	0-15

(*1) A drying temperature of 110 degrees C +/- 5 degrees C should be used.

(*2) Tolerance of +/- 5% on each sieve except ½" and 3/8" sizes on which no tolerance will be allowed.

Moisture content upon delivery shall not exceed 1.5% when determined as follows:

% Moisture =(W1-W2)W1 x 100

W1 = Initial weight of sample

W2 = weight of sample after drying to a constant weight at 100 degrees C+/-5 degrees C

Salt shall be treated with an anti caking agent at the rate of 0.1 to 0.2lbs. /ton. Potential vendors shall submit information with their bid on the proposed anti caking agent. The planned quantity, test for the presence, solubility, photodecomposition and potential damage to the environment shall be included.

Bulk and Bag
Sodium Chloride (Rock Salt) as Required for New York State Specifications Material Item 712-03
Bid Sheet

Must be free flowing and treated To prevent caking	Trucks FOB Mine Dock or Storage Point
Price per ton in paper bags (80 lbs. each)	$_____
Price per ton in bulk	$_____
Price per ton FOB Delivered to: the following Erie County locations:	**In Bags** (80 lbs. ea.)
Clarence	$_____
Tonawanda	$_____
Lancaster	$_____
Harlem	$_____
Hamburg	$_____
Angola	$_____
Aurora	$_____
Protection	$_____
East Concord	$_____
Collins	$_____
Price per ton FOB Delivered to: the following Local Municipalities:	**In Bags** (80 lbs. ea.)
Village of Akron	$_____
Town of Alden	$_____
Village of Alden	$_____
Amherst Central School District	$_____

Bulk and Bag
Sodium Chloride (Rock Salt) as Required for New York State
Specifications Material Item 712-03
Bid Sheet continued

Price per ton FOB Delivered to: the following Local Municipalities:	**In Bags** (80 lbs. ea.)
Town of Amherst	$_____
Village of Angola	$_____
Town of Aurora	$_____
Village of Blasdell	$_____
BOCES – Cheektowaga	$_____
BOCES – Orchard Park	$_____
Town of Boston	$_____
City of Buffalo	$_____
Town of Cheektowaga	$_____
Town of Clarence	$_____
Cleveland Hill School District	$_____
Town of Colden	$_____
Town of Collins	$_____
Town of Concord	$_____
Village of Depew	$_____
Village of East Aurora	$_____
Town of Eden	$_____
Town of Elma	$_____
Town of Evans	$_____

Bulk and Bag
Sodium Chloride (Rock Salt) as Required for New York State Specifications Material Item 712-03
Bid Sheet continued

Price per ton FOB Delivered to: the following Local Municipalities:	**In Bags** (80 lbs. ea.)
Town of Farnham	$_____
Town of Grand Island	$_____
Town of Hamburg	$_____
Village of Hamburg	$_____
Town of Holland	$_____
Kenmore School District	$_____
Village of Kenmore	$_____
City of Lackawanna	$_____
Town of Lancaster	$_____
Village of Lancaster	$_____
Town of Marilla	$_____
Town of Newstead	$_____
Niagara Frontier Transportation Authority	$_____
Town of North Collins	$_____
Village of North Collins	$_____
Town of Orchard Park	$_____
Village of Orchard Park	$_____
Town of Sardinia	$_____
Village of Sloan	$_____

Bulk and Bag
Sodium Chloride (Rock Salt) as Required for New York State
Specifications Material Item 712-03
Bid Sheet continued

Price per ton FOB Delivered to: the following Local Municipalities:	**In Bags** (80 lbs. ea.)
Village of Springville	$_____
City of Tonawanda	$_____
Town of Tonawanda	$_____
Town of Wales	$_____
Town of West Seneca	$_____
Village of Williamsville	$_____

Location of Dock or Storage Point or Mine_____

Delivery must be made within Twenty-Four (24) hours or when needed from date of purchase order.

Specification for Sand/Salt Pre Mix Abrasives (Delivered)

Scope

This specification covers the material requirements for premixed abrasives used to control snow and ice on pavements.

Material Requirements:

1. **Abrasives:** The material for abrasives shall be either natural sand, manufactured sand or stone screenings, meeting New York State Department of Transportation specifications. Section 703-01 Fine Aggregate.

2. **Salt:** Salt to be added to the mix shall be Sodium Chloride type "A" crushed rock salt that is used for removal of snow and ice. It shall not be less than 97% Sodium Chloride.

Sampling:

Sampling shall be performed by Erie County Division of Highway Personnel at the point where the material is blended to the required mix ratio. The mixing process to consist of a system whereby each ingredient to be mixed is weighted by the use of certified sealed scales. Sampling shall be a minimum of two samples per approved stockpile.

Gradation:

Abrasives		Salt	
Sieve	**% Passing**	**Sieve**	**% Passing**
3/8	100%	3/8	100%
# 4	80 – 100	¼	95 – 100
# 50	0 – 25	# 4	20 – 90
# 200	0 – 5	# 8	10 – 60
		# 30	0 –10

Note: The percent passing shall be based on weight determined by dry sieving a sample of dry abrasive material that had the 200 materials removed by wet washing

Acceptance:

The acceptance of the abrasive material shall be based on the condition that the material meets the specification requirements.

Specification for Sand/Salt Pre Mix Abrasives (Delivered) Continued

All requirements shall meet the approval of the Deputy Commissioner of Highways or his Designee.

		Ratio Sand to Salt
Price per ton bulk	1 to 1	$_____
Price per ton bulk	2 to 1	$_____
Price per ton bulk	3 to 1	$_____
Price per ton bulk	4 to 1	$_____
Price per ton bulk	5 to 1	$_____

Price per ton FOB delivered to:

DPW Highway Locations	**1 to 1**	**1 to 2**	**1 to 3**	**1 to 4**	**1 to 5**
Clarence	$_____	$_____	$_____	$_____	$_____
Tonawanda	$_____	$_____	$_____	$_____	$_____
Lancaster	$_____	$_____	$_____	$_____	$_____
Harlem	$_____	$_____	$_____	$_____	$_____
Hamburg	$_____	$_____	$_____	$_____	$_____
Angola	$_____	$_____	$_____	$_____	$_____
Aurora	$_____	$_____	$_____	$_____	$_____
Protection	$_____	$_____	$_____	$_____	$_____
East Concord	$_____	$_____	$_____	$_____	$_____
Collins	$_____	$_____	$_____	$_____	$_____

Ratio Sand to Salt
Continued

Price per ton FOB delivered to:

City, Village & Town Locations:	1 to 1	1 to 2	1 to 3	1 to 4	1 to 5
Village of Akron	$_____	$_____	$_____	$_____	$_____
Town of Alden	$_____	$_____	$_____	$_____	$_____
Village of Alden	$_____	$_____	$_____	$_____	$_____
Amherst Central School District	$_____	$_____	$_____	$_____	$_____
Town of Amherst	$_____	$_____	$_____	$_____	$_____
Village of Angola	$_____	$_____	$_____	$_____	$_____
Town of Aurora	$_____	$_____	$_____	$_____	$_____
Village of Blasdell	$_____	$_____	$_____	$_____	$_____
BOCES Cheektowaga	$_____	$_____	$_____	$_____	$_____
BOCES Orchard Park	$_____	$_____	$_____	$_____	$_____
Town of Boston	$_____	$_____	$_____	$_____	$_____
City of Buffalo	$_____	$_____	$_____	$_____	$_____
Town of Cheektowaga	$_____	$_____	$_____	$_____	$_____
Town of Clarence	$_____	$_____	$_____	$_____	$_____
Cleveland Hill School District	$_____	$_____	$_____	$_____	$_____
Town of Colden	$_____	$_____	$_____	$_____	$_____
Town of Collins	$_____	$_____	$_____	$_____	$_____
Town of Concord	$_____	$_____	$_____	$_____	$_____

Ratio Sand to Salt
Continued

Price per ton FOB delivered to:

City, Village & Town Locations:	1 to 1	1 to 2	1 to 3	1 to 4	1 to 5
Village of Depew	$_____	$_____	$_____	$_____	$_____
Village of East Aurora	$_____	$_____	$_____	$_____	$_____
Town of Eden	$_____	$_____	$_____	$_____	$_____
Town of Elma	$_____	$_____	$_____	$_____	$_____
Town of Evans	$_____	$_____	$_____	$_____	$_____
Village of Farnham	$_____	$_____	$_____	$_____	$_____
Town of Grand Island	$_____	$_____	$_____	$_____	$_____
Town of Hamburg	$_____	$_____	$_____	$_____	$_____
Village of Hamburg	$_____	$_____	$_____	$_____	$_____
Town of Holland	$_____	$_____	$_____	$_____	$_____
Kenmore School District	$_____	$_____	$_____	$_____	$_____
Village of Kenmore	$_____	$_____	$_____	$_____	$_____
Town of Lancaster	$_____	$_____	$_____	$_____	$_____
Village of Lancaster	$_____	$_____	$_____	$_____	$_____
Town of Marilla	$_____	$_____	$_____	$_____	$_____
Town of Newstead	$_____	$_____	$_____	$_____	$_____
Niagara Frontier Transportation Authority	$_____	$_____	$_____	$_____	$_____
Town of North Collins	$_____	$_____	$_____	$_____	$_____
Village of North Collins	$_____	$_____	$_____	$_____	$_____

Ratio Sand to Salt
Continued

Price per ton FOB delivered to:

City, Village & Town Locations:	1 to 1	1 to 2	1 to 3	1 to 4	1 to 5
Town of Orchard Park	$_____	$_____	$_____	$_____	$_____
Village of Orchard Park	$_____	$_____	$_____	$_____	$_____
Town of Sardina	$_____	$_____	$_____	$_____	$_____
Village of Sloan	$_____	$_____	$_____	$_____	$_____
Village of Springville	$_____	$_____	$_____	$_____	$_____
City of Tonawanda	$_____	$_____	$_____	$_____	$_____
Town of Tonawanda	$_____	$_____	$_____	$_____	$_____
Town of Wales	$_____	$_____	$_____	$_____	$_____
Town of West Seneca	$_____	$_____	$_____	$_____	$_____
Village of Williamsville	$_____	$_____	$_____	$_____	$_____

Location of Plant or Storage Point_____

Delivery must be made within **Twenty Four (24) hours** or when needed from date of purchase order.

Snow Drift Control Plastic Fencing Type I

Description:

Rhombus configuration, 50% porosity, high-density polyethylene, high visibility orange color.

Strength:

Tensile Yield:	Horizontal	3190 psi
	Vertical	3840 psi
Ultimate Tensile:		
	Horizontal	2200 psi
	Vertical	2600 psi
Elongation at Break:		
	Horizontal	90%
	Vertical	260%

Height:

Four (4') foot height – price per lineal foot

50ft. or 100ft. rolls

FOB delivered to any location in Erie County

$_____

Snow Fence Posts (Fiberglass)

Fiberglass T bar configuration
1 3/16" x 1 3/16" fiberglass reinforced polyester isophalic resin.
68% fiberglass.

6' long $_____ each

8' long $_____ each

Delivery must be made **within fourteen (14) days** from date of purchase.

Sand / Snow Drift Control – all Plastic Fencing Type II

Description:

Plastic grid, high density, high-density polyethylene, high visibility orange or black, nominal porosity 50%.

Strength:

Tensile Yield:	Horizontal	11000 psi
Ultimate Tensile:	Horizontal	9700 psi
Elongation @ break:	Horizontal	90% maximum

Height:

Four (4') foot height – price per lineal foot

50ft. or 100ft. rolls
FOB delivered to any location in Erie County.

$_____

Delivery must be made within **fourteen (14) days** from date of purchase.

Picket Snow Fence

Snow fence shall meet the following specifications:

Lath – Spruce 1-1/2" wide, 3/8" thick spaced on centers 3-1/2"

Wires – 12-1/2 gauge, galvanized on 4', 13 gauge galvanized on 6' fence

Four (4') foot fence to have 5 cables of two wires each

Six (6') foot fence to have 7 cables of two wires each

Height:

Four (4') foot height – price per lineal foot

50 and 100' rolls

FOB delivered to any location in Erie County

$_____

Six (6') foot height – price per lineal foot

50' rolls

FOB delivered to any location in Erie County

$_____

Snow Fence Posts

Studded T steel posts with anchor plates and no clips. Posts to weigh 1.3# per lineal foot.

FOB to any location in Erie County.

6' long $_____ each

8' long $_____each

Delivery must be **within fourteen (14) days** from date of purchase.

Specifications for Carbon Steel Cutting Edge For Plow – Wing – Grader

Cutting edges must be made of carbon steel having the following analysis

Carbon	**0.80 – 1.00**
Manganese	**0.50 – 0.90**
Phos. Maximum	**0.05**
Sulphur Maximum	**0.05**
Silicon Maximum	**0.30**
Brinell Hardness	**250 to 350**
Rockwell "C" Hardness	**25 to 28**

All cutting edges shall be sheared, mitered, and punched (hole type, size and spacing) to conform with current Erie County Division cutting edges.

Price per linear inch including punching where required, less bolts, delivered to any location in Erie County.

	Plow Flat Square	Wing Flat Square	Double Grader Bevel
½ x 6"	$_____	$_____	$_____
5/8" x 6"	$_____	$_____	$_____
½ x 8"	$_____	$_____	$_____
5/8" x 8"	$_____	$_____	$_____
¾ x 8"	$_____	$_____	$_____

Delivery must be **within twenty (20) days** from date of purchase.

Specifications for Hardened Cutting Edges
Snow Plow Blades

Cutting edges must be made of 1" x 8" SAE 1074 steel with the following analysis:

Carbon	**0.70 – 0.80**
Manganese	**0.50 – 0.90**
Sulphur	**0.05 max.**
Phosphorous	**0.05 max.**
Silicone	**0.30 max.**
Rockwell Hardness	**62 c on wearing portion of blade**

Each blade shall have a legibly identifying mark indicating a flame-hardened blade.

Cutting edges shall be sheared, mitered, and punched (hole type, size, spacing) to conform with current Erie County Division of Highway cutting edges.

Each blade shall include SAE grade 8 bolts and heavy hex nuts (1 1/16" across flat).

Price per linear inch, ready for mounting, delivered to any location in Erie County.

Blade $_____

SAE Grade 8 Bolts & Nuts to be bid separately.

Bolts & Nuts $_____

Delivery must be made **within twenty (20) days** from date of purchase order.

Specifications for Hardened Cutting Edges For Grader Blades

Cutting edges must be made of 5/8" to 7/8" x 8" double bevel curved SAE 1074 steel with the following analysis:

Carbon	**0.70 to 0.80**
Manganese	**0.50 to 0.90**
Sulphur	**0.05 max.**
Phosphorous	**0.05 max.**
Silicone	**0.30 max.**
Rockwell Hardness	**62 c on wearing portion of blade**

Each blade shall have a legibly identifying mark indicating a flame hardened type blade.

Cutting edges shall be sheared, mitered, and punched (hole type, size, spacing) to conform current Erie County Division of Highways cutting edges.

Each blade shall include SAE grade 8 bolts and heavy hex nuts (1 1/16" across flat).

Price per linear inch, ready for mounting, delivered to any location in Erie County.

Blade $_____

SAE Grade 8 Bolts & Nuts to be bid separately

Bolt & Nuts $_____

Delivery must be made **within twenty (20) days** from date of purchase order.

Specifications for Hardened Cutting Edges For Serrated Grader Blades

Cutting edges must be made of 3/4" x 8" heat treated thru hardened steel with the following analysis:

Carbon	**0.28 to 0.36**
Manganese	**0.80 to 1.50**
Phosphorous	**0.04 max**
Sulphur	**0.05 max.**
Silicon	**0.15 to 0.30**
Boron	**0.0005 to 0.003**
Rockwell Hardness	**43c**

Serrated grader blades shall have teeth 1 3/4" wide x 2 3/8" deep with a 1 ¼" space between teeth.

Cutting edges shall be sheared, mitered, and punched (hole type, size, spacing) to conform with current Erie County Division of Highways cutting edges.

Each blade shall include SAE grade 8 bolts and heavy hex nuts (1 1/16" across flat).

Price per linear inch, ready for mounting, delivered to any location in Erie County

Blade $_____

SAE Grade 8 Bolts & Nuts to be bid separately.

Bolts & Nuts $_____

Delivery must be made **within twenty (20) days** of date of purchase order.

Specifications for Carbon Flat Single Bevel Cutting Edges For Loader Bucket

Cutting edges must meet the following analysis:

Carbon	**0.55 to 0.70**
Manganese	**0.60 to 0.90**
Phosphorous	**0.04 max**
Sulphur	**0.05 max.**
Silicone	**0.03 max.**
Rockwell "C" Hardness	**15 to 28**
Brinell Hardness	**201 - 271**

Specifications for Heat Treated Flat Single Bevel Loader Edges:

Edges to be manufactured from the highest quality hot rolled **Boron** steel and shall be thru-hardened Rockwell C scale 42-50, Brinnell hardness 400 – 480

Price per linear inch delivered to any location in Erie County.

	Carbon Steel Blade	**Heat Treated Blade**
½" x 6"	$_____	$_____
¾" x 6"	$_____	$_____
¾" x 8"	$_____	$_____
1" x 8"	$_____	$_____
1" x 9"	$_____	$_____
1 3/8" x 10"	$_____	$_____
1 ½" x 12"	$_____	$_____

Specifications for Rubber Snow Plow Blade

Rubber snow plow blades shall be manufactured from highly abrasion resistant 60 Duro natural rubber stock 1 ½" thick x 10" wide with the following characteristics:

Tensile Strength	**2400 lbs./sq.in**
Shore "A" Hardness	**60**
Specific Gravity	**1,165**
Typical Elongation	**400**

Punching shall conform to current Erie County Division of Highways blades

Price per linear foot delivered to any location in Erie County.

In 50ft. rolls unpunched $_____

In 50ft. rolls punched and fabricated $_____

Each blade punched and fabricated $_____

Delivery must be made **within twenty (20) days** from date of purchase order.

Specifications
For Type "B" Carbide Insert Snow Plow Cutting Edge

The carbide insert cutting edge shall be fabricated from ¾" x 6" (C1020 steel) and have segmented sintered tungsten carbide trapezoid insert 1" long x 3/8" wide x .635" deep, securely brazed with silver brazing alloy in a rectangular groove (.60" deep), the entire length of the cutting edge.

Each complete cutting edge shall consist of a combination of not more than three (3) sections. Maximum length of any section shall be 48" and minimum length of any section shall be 28". Punching of the carbide insert edge shall be such that it will be completely interchangeable with the regular edge now in use.

All holes shall be 11/16" square with countersink to receive 5/8" diameter plow bolts, and each edge shall be supplied with the proper number and length of 5/8" heat treated plow bolts with lock washers and double heavy hex nuts, Bolts to be SAE Grade 8.

All edges are to have one coat of zinc chromate primer and one coat of machinery enamel.

Price per linear inch including necessary bolts delivered to any location in Erie County

$_____

Delivery must be made **within twenty (20) days** from date of purchase order.

Specifications for Plow & Wing Replacement Parts

Moldboard Shoes:

Cast moldboard shoes 12" center to fit 6" top punch blade for:

Everest	$_____per each
Frink	$_____per each
Tenco	$_____per each
Viking	$_____per each

Steel moldboard shoes 12" center to fit 6" top punch blade for:

Everest	$_____per each
Frink	$_____per each
Tenco	$_____per each
Viking	$_____per each

Wing Shoes:

Cast wing shoes 8" or 12" center to fit 6" top punch blade for:

Everest	$_____per each
Frink	$_____per each
Tenco	$_____per each
Viking	$_____per each

Steel wing shoes 8" or 12" center to fit 6" top punch blade for:

Everest	$_____per each
Frink	$_____per each
Tenco	$_____per each
Viking	$_____per each

Specifications for Plow & Wing Replacement Parts Continued

Nose Shoes:

Cast nose shoe to fit 6" top punch blade

Everest	$_____per each
Frink	$_____per each
Tenco	$_____per each
Viking	$_____per each

Steel nose shoe to fit 6" top punch blade

Everest	$_____per each
Frink	$_____per each
Tenco	$_____per each
Viking	$_____per each

Plow Frame Shoes:

Cast flat frame shoe 6" on center @ 30 lbs.	$_____per each
With carbide insert	$_____per each
Cast flat frame shoe 6" on center @ 40 lbs.	$_____per each
With carbide insert	$_____per each
Cast boat shoe 16 ½" on center @ 68 lbs	$_____per each
With carbide insert	$_____per each
Cast mushroom shoe 6" on center @ 49 lbs	$_____per each
With carbide insert	$_____per each

Specifications for Plow & Wing Replacement Parts Continued

Plow Frame Shoes continued:

Steel flat frame shoe 6" on center @ 50 lbs.	$_____per each
With carbide insert	$_____per each
Steel boat frame shoe 1" x 7" x 22"; 16 ½" on center @ 46 lbs.	$_____per each
With carbide insert	$_____per each
Shoe adapter bracket	$_____per each

Plow Parts:

Bid on plow parts to be the percent deducted from the plow manufacturers list price. Manufacturer's list price must be submitted with this bid

Everest	$_____per each
Frink	$_____per each
Tenco	$_____per each
Viking	$_____per each

Curb Guard:

Price per each including necessary bolts delivered to any Erie County location

6" Plow Guard Curb Guard (Right)	$_____per each
6" Plow Guard Curb Guard (Left)	$_____per each
6" Plow Guard (Straight)	$_____per each

Specifications for Sander Parts

Sander Parts:

Sander Chain	$_____per foot
Hydraulic motor to drive apron chain	$_____per each
Hydraulic motor to drive spinner	$_____per each
Spinner with hub	
Poly 18"	$_____per each
Poly 20"	$_____per each
Steel 18"	$_____per each
Steel 20"	$_____per each
Stainless Steel 18"	$_____per each
Stainless Steel 20"	$_____per each

Miscellaneous Sander parts:

Bid on miscellaneous sander parts to be the percent deducted from the sander/spreader manufacturer's list price. Manufacturer's list price must be submitted with this bid. Please state manufacturer.

Manufacturer_____ _____% off list

Spreader Controls:

Bid on spreader controls to be the percent deducted from the spreader controls manufacturer's list price. Manufacturer's list price must be submitted with this bid.

Comp-U-Spread	_____% off list
Dickey John	_____% off list

SECTION E402 – HOT MIX ASPHALT PAVEMENTS ADDITIVES

E402-1 DESCRIPTION. This specification includes the addition of a fiber reinforcement material to the Hot Mix Asphalt Items within this contract. The fibers shall be added in accordance to the specifications herein.

E402-2 MATERIALS.

E402-2.01 Provide a high tensile strength synthetic fiber blend formulated to reinforce asphalt mixes. This material assists to control and reduce thermal cracking, reflective cracking, and rutting. The fiber blend contains aramid and polyolefin fibers. Aramid fibers will not melt in the asphalt mix and are known for their strength and durability in both high and low temperature climates. The materials shall meet the specifications of Forta-Fi or approved equal.

Fiber Reinforcement. Provide fibers conforming to the requirements below. Do not alter the final asphalt mix design for the addition of fiber at the plant. Use the fiber type specified at the rate of 1.0 pounds/ton of total mix. Submit certified test data for the fibers to be used on the project prior to their use.

E402-2.02 The fibers shall be an approved blend of the materials as defined in the table below:

Aramid Fibers:	**Polyolefin Fibers:**
Length.....3/4"(19mm)	.....3/4" (19mm)
Form.....Monofilament	Fibrillated
Acid/Alkali Resistance.....Inert	Inert
Tensile Strength.....400,000 p.s.i.	N/A*
Specific Gravity.....1.44	0.91
Operating Temperatures.....-100°F to 800°F	N/A*

* Fibers will melt or become plastically deformed during asphalt mix production.

E402-3 CONSTRUCTION DETAILS.

E402-3.01 Quality Control. The Contractor is responsible for Quality Control (QC). QC is defined as all activities required to add the fibers to the Hot Mix Asphalt that meets all specification requirements. Perform all sampling and testing in accordance with procedures supplied by or approved by the material manufacturer.

E402-3.02 Production Control.

Procedure for the addition of the fibers must be approved by the Manufacturer's representative.

A. When a batch plant is used, add the fiber to the aggregate in the weight hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture.

B. When a drum plant is used, do not allow the fibers to become entangled in the exhaust system. If there is any evidence of clumps of fibers at the discharge chute, increase the mixing time and/or intensity.

Store fiber in a dry environment.

E402-3.03 Manufacturer's Representative is to be at the Asphalt Plant at time of the mixing of the fibers with the asphalt. The representative shall verify the correct procedure of mixing and also the amount of material used per asphalt load.

E402-4 METHOD OF MEASUREMENT.
The quantity is the number of actual pounds used in the producing of the Hot Mix Asphalt. Actual count of number of bags used per load is to be certified by the plant and verified by the Manufacturer's Representative. Measure or calculate the quantity based on the measured amount and report to the nearest 0.1 of a pound.

E402-5 BASIS OF PAYMENT. The unit price per pound shall include the cost of all material, labor and equipment necessary to complete the work.

Payment will be made under:

Item No.	**Item**	**Pay Unit**	
E402.098	**Fiber Additive for Hot Mix Asphalt**	**Pound**	_____

Price per pound $ _____

SECTION E405 – COLD PATCH MIX ASPHALT PAVEMENTS ADDITIVES

E405-1 DESCRIPTION. This specification includes the addition of a fiber reinforcement material to Item E405.01 Standard Cold Patch Material within this contract. The fibers shall be added in accordance to the specifications herein.

E405-2 MATERIALS.

E405-2.01 Provide a high tensile strength synthetic fiber blend formulated to reinforce asphalt mixes. This material assists to control and reduce thermal cracking, reflective cracking, and rutting. The fiber blend contains aramid and polyolefin fibers. Aramid fibers will not melt in the asphalt mix and are known for their strength and durability in both high and low temperature climates. The materials shall meet the specifications of Forta-Fi or approved equal.

Fiber Reinforcement. Provide fibers conforming to the requirements below. Do not alter the final asphalt mix design for the addition of fiber at the plant. Use the fiber type specified at the rate of 1.0 pounds/ton of total mix. Submit certified test data for the fibers to be used on the project prior to their use.

E405-2.02 The fibers shall be an approved blend of the materials as defined in the table below:

Aramid Fibers:	**Polyolefin Fibers:**
Length.....3/4"(19mm)	.....3/4" (19mm)
Form.....Monofilament	Fibrillated
Acid/Alkali Resistance.....Inert	Inert
Tensile Strength.....400,000 p.s.i.	N/A*
Specific Gravity.....1.44	0.91
Operating Temperatures.....-100°F to 800°F	N/A*

* Fibers will melt or become plastically deformed during asphalt mix production.

E405-3 CONSTRUCTION DETAILS.

E405-3.01 Quality Control. The Contractor is responsible for Quality Control (QC). QC is defined as all activities required to add the fibers to the Hot Mix Asphalt that meets all specification requirements. Perform all sampling and testing in accordance with procedures supplied by or approved by the material manufacturer.

E405-3.02 Production Control.
Procedure for the addition of the fibers must be approved by the Manufacturer's representative.

A. When a batch plant is used, add the fiber to the aggregate in the weight hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture.

B. When a drum plant is used, do not allow the fibers to become entangled in the exhaust system. If there is any evidence of clumps of fibers at the discharge chute, increase the mixing time and/or intensity.

Store fiber in a dry environment.

E405-3.03 Manufacturer's Representative is to be at the Asphalt Plant at time of the mixing of the fibers with the asphalt. The representative shall verify the correct procedure of mixing and also the amount of material used per asphalt load.

E405-4 METHOD OF MEASUREMENT.
The quantity is the number of actual pounds used in the producing of the Hot Mix Asphalt. Actual count of number of bags used per load is to be certified by the plant and verified by the Manufacturer's Representative. Measure or calculate the quantity based on the measured amount and report to the nearest 0.1 of a pound.

E405-5 BASIS OF PAYMENT. The unit price per pound shall include the cost of all material, labor and equipment necessary to complete the work.

Payment will be made under:

Item No.	**Item**	**Pay Unit**
E405.05	**Fiber Additive for Cold Mix Asphalt**	**Pound**

Price per pound **$_____**

Specifications for Item 403.01 Hot Mix for Winter Use

Asphalt Concrete – Type

Mixing Method:

Hot Mix two courses as required for the item 403.01 with the following exceptions.

1) The bitumen shall be item 618.01 instead of item 618.02

2) The mix upon delivery shall be within the temperature range of 285° to 325° F. and may be supplied directly from the pug mill or from approved hot storage bin. It shall be in the hot storage bin no longer than 72 hours.

Price per ton $_____

Specifications for High Intensity Prismatic Reflective Sheeting-Rolls-

High Intensity Prismatic Reflective Sheeting

ASTM TYPE III & ASTM TYPE IV,COMPARABLE TO 3M 3930 OR APPROVED EQUAL.

USAGE: TRAFFIC SIGNS
FIELD PERFORMANCE: 10 YEARS
APPLICATION SURFACE: ALUMINUM
ADHESIVE: PRESSURE SENSITIVE

SPECIFICATIONS: PRISMATIC SHEETING TO MEET OR EXCEED ASTM TYPES III & IV.

COLORS: ALL STANDARD/AVAILABLE
ROLL SIZE: LENGTH: 50 YARDS
WIDTHS: 1" TO 48"

PRICE PER SQUARE FOOT **$**_____

Division of Purchase
95 Franklin Street
Buffalo, New York 14202

The undersigned proposed to furnish to the Erie County Department of Public Works, Division of Highways, various materials until August 31, 2015 at the prices shown, in the quantities desired and in accordance with the Specifications now on file in the office of the Division of Purchase and Central Services.

The vendor hereby agrees to the provisions of Section 103-a,b, and d of the General Municipal Law.

Respectfully submitted this_____day of_____2014

Sign Here_____
Legal Name of Firm

Address:_____

By:_____

By:_____