

# **GENERAL SPECIFICATIONS**

**AWARD #23371**

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## SECTION 1: ASPHALT MIX (Lot 1)

### 1.1 Scope

This Bid and any resultant Contract(s) is intended to provide a procurement mechanism for all Authorized Users eligible to purchase Bituminous Concrete Asphalt Mixtures.

Bituminous Concrete is a mixture of stone of various sizes and liquid bituminous material. The mixture is heated and proportioned in a bituminous concrete plant and compacted on a road in a heated state. Once the material cools, it becomes a hard, durable material. Bituminous concrete is used for roads, parking lots, tennis courts, sidewalks, bike paths and for patching same.

### 1.2 Product Requirements

Group Specifications for each asphalt item included in this Contract are set forth in Attachment 13– *Asphalt Mix Group Specification #949*. Bidder shall comply with the specifications set forth in that Attachment.

All plant mixed asphalt items shall be furnished in accordance with Sections 401 and 404 of the New York State Department of Transportation Standard Specifications with the effective date of January 1, 2025, Construction and Materials Methods.

The current version of the NYSDOT Standard Specifications can be found at:

<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>;

The latest Materials Method 5.16 found at:

<https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau-repository/mm516.pdf>;

Chapter 6 of the Comprehensive Pavement Design Manual, latest version (dated April, 2024) found at:

<https://www.dot.ny.gov/divisions/engineering/design/dqab/cpdm/repository/chapter6.pdf> ; and

(The above listed links are from the NYS Department of Transportation website at [www.dot.ny.gov](http://www.dot.ny.gov)).

### 1.3 Optional Equipment/Item List

Asphalt Item Polymer Modification (Price Additional per Ton of Asphalt Item Polymer Modification)
Asphalt Item Polymer Fibers (Price Additional per Ton of Asphalt Item Polymer Fibers)
Price per Day Work Zone Traffic Control (WZTC)
Price per Day per Optional Flagger
Price per Day per Optional General Laborer
Price per Day per Paver with Operator
Price per Day per Paver with Operator and Screed Person
Price per Day per 10-Ton Static Roller
Price per Day per 10-Ton Static Roller with Operator
Price per Day per 10-Ton Vibratory Roller
Price per Day per 10-Ton Vibratory Roller with Operator
Price per Day per Skidsteer with Milling Head
Price per Day per Skidsteer with Milling Head with Operator
Price per Day per Water Tank

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.3 Optional Equipment/Item List (Cont'd)

Price per Day per Water Tank with Operator
Price per Day per Optional Pilot Vehicle with Driver
Additional Construction Signs (Price per Each Optional Additional Construction Sign)
Production Cold Milling (Price per Square Yard (depths of either 2" or 2"-4") with Hauling and Disposal by either the Authorized User or by the Contractor with sweeping of the milled surfaces provided by the Contractor)
Production Cold Micromilling (Price per Square Yard (depth <2") with Hauling and Disposal by either the Authorized User or by the Contractor with sweeping of the milled surfaces provided by the Contractor)
Abrading Existing Paving Markings (with Work Zone Traffic Control by the Authorized User <u>or</u> by the Contractor)
Joint Adhesive (with Work Zone Traffic Control by the Authorized User <u>or</u> by the Contractor)
Mobilization for Optional Equipment Item (Price per Project per Paver, Roller, Water Tank, Skidsteer, and/or Milling Machine)
Transportation/Hauling Delivery Rates for Asphalt Item (0 to 1 mile & 1+ mile)

### 1.4 Minimum Order

To request optional items (e.g., paver, compaction equipment, skid steer, water tank, work zone traffic control, abrading existing pavement markings, cold milling, additional flagger, joint adhesive, polymer modification and pilot vehicle) from the Contractor, Authorized Users must anticipate placement of at least 500 tons per day (for each day the optional items are requested) this applies to all optional items except cold milling (please see the minimum requirements for Production Cold Milling/Production Cold Micromilling below). At the Contractor's discretion, the Contractor may agree to waive the 500 tons minimum order requirement for the optional items. In that case, the Contractor will have the option to apply a charge of ten percent (10%) over the price per ton for that particular job being offered through the required quick quote process. The 500 tons per day minimum does not include the last day of work on multi-day projects where quantities to complete work on the last day may be less than 500 tons.

**The minimum quantity of 6.3 asphalt items (Item 404.068X01)** per Purchase Order shall be 500 tons unless agreed by the Contractor. (Note: If no optional items are requested within the order, the Contractor will not be permitted to apply the ten percent (10%) charge mentioned above).

**The minimum asphalt quantity to be Polymer Modified** per Purchase Order shall be 500 tons unless agreed by the Contractor.

**The minimum asphalt quantity with added Polymer Fibers** per Purchase Order shall be 500 tons unless agreed by the Contractor.

**The minimum Production Cold Milling/Production Cold Micromilling** per Purchase Order shall be 5,000 square yards of cold milling or cold micromilling unless agreed by the Contractor.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.5 Special Note for Ordering Item 404.068X

The 6.3 mm item also requires a special tack coat to be applied prior to placing this mix. This tack coat shall meet the requirements of 702-3002T or 702-4002T Asphalt Emulsion Straight Tack Coat (this tack coat item can be purchased using the OGS Comprehensive Liquid Bituminous Materials Statewide Contract).

**The minimum quantity of 6.3 asphalt item per Purchase Order shall be 500 tons unless agreed by the Contractor.**

### 1.6 Method of Award

It is anticipated that award will be made to more than one Bidder for each item. However, the State is not required to make award to more than one Bidder for each item.

Bid prices will be evaluated at the time of Bid opening as specified in the following section "*Evaluation Process*".

At the time of the award, the NYSDOT Office of Transportation Maintenance shall confirm to NYS OGS Procurement Services (through an email) that the facilities/sources of supply being considered for award are considered an official NYSDOT approved source of supply.

### 1.7 Evaluation Process

1. An "average price" per specification item per NYSDOT Region shall be calculated based on the price of all Bids submitted. The average price will be calculated to three decimal places. If a Bid is ultimately rejected because it did not meet specification, pricing will not be recalculated. However, in those instances where the rejected Bidder's pricing results in no awarded Bidder(s) for a geographic region, the rejected Bidder's pricing will be removed and not considered a part of the calculation. A price which is inordinately low may be deleted from the calculation if in the discretion of the Commissioner its inclusion would skew the results.
2. Any Bid that exceeds the "average price" by more than 40% will be made Award Pending unless it is apparent in the discretion of the Commissioner that application of 40% would be unreasonable due to higher market prices of a geographic location. Under such circumstances at the discretion of the Commissioner Bids may be considered by geographic location and an average price determined to address pricing in such geographic location.
3. A "revised average price" per specification item shall be calculated after removal of those exceeding the average price increased by 40%. The "revised average price" will be calculated to three decimal places. Bid prices over the 40% criteria that have been given consideration due to geographic location will not be part of the "revised average price". A price which is inordinately low may be deleted from the calculation if in the discretion of the Commissioner its inclusion would skew the results.
4. Any Bid that is less than or equal to the "revised average price" increased by 20% shall receive a Contract Award if they are also deemed a Responsive and Responsible Bidder. Any Bid that exceeds the "revised average price" by more than 20% will be made Award Pending.
5. Any Contractor given an "Award Pending" for any item may become eligible for award by reducing their price(s) within the parameters of paragraph #4 above.

Acceptable revised pricing for "Award Pending" items shall be considered up to eight (8) business days from the time the Contractor is notified by the Primary Contact shown in the first page of this Invitation for Bids. All pricing that was considered "Award Pending" during the award process and that did not become eligible for award after the eight-day period mentioned above will be given a "No Award" status for the remaining Contract period.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.7 Evaluation Process (Cont'd)

6. For the purpose of the Invitation for Bids, some items are considered “Asphalt Mix - Optional Items” (transportation/hauling, pavers, rollers, skid steers, water tanks, mobilization, flaggers, general laborers, production cold milling, production cold micromilling, additional construction signs, pilot vehicles with driver, abrading of existing pavement markings with WZTC by the Authorized User, abrading of existing pavement markings with WZTC by the Contractor, Work Zone Traffic Control, joint adhesive with WZTC by the Authorized User, joint adhesive with WZTC by the Contractor, polymer modification of asphalt items, and polymer fibers).

All other items are considered “Material Items” (refer to the Solicitation document section 1.2 Scope and/or Attachment 1 – Pricing for a list of the optional items and material items for each Lot).

Bids for optional items are voluntary. Awards for FOB material and/or transportation rates will not be affected by the presence or lack of optional items bid.

**Any Bid (set of prices) for a specific plant location where all its Bid pricing for “Material Items” have been given a final status of “Award Pending” will not be given an award.**

**Any Bid (set of prices) for a specific plant location that only contains Bid pricing for “Optional Items” will be rejected and will not be given an award.**

### 1.8 Pricing

Price quoted shall include:

- All customs duties and charges and shall be **F.O.B. plant per net ton;**
- Net **per ton mile for Transportation/Hauling;**
- Net **per day for equipment provided by the Contractor** (paver with operator, paver with operator and screed person, static roller, static roller with operator, vibratory roller, vibratory roller with operator, skid steer with milling head, skid steer with milling head with operator, water tank, water tank with operator;
- Net **per square yard for Production Cold Milling (depth: up to 2") of Bituminous Concrete with Hauling and Disposal by the Authorized User.**  
The Authorized User will provide trucks (and drivers) for hauling of PRODUCTION milled material while the Contractor is responsible for project clean-up including sweeping milled surfaces. Material removed during milling operations, including foreign debris (if any) within or on the pavement, shall remain the property of the Authorized User, and shall be disposed of by the Authorized User at its discretion;
- Net **per square yard for Production Cold Milling (depth: 2" to 4") of Bituminous Concrete with Hauling and Disposal by the Authorized User.**  
The Authorized User will provide trucks (and drivers) for hauling of PRODUCTION milled material while the Contractor is responsible for project clean-up including sweeping milled surfaces. Material removed during milling operations, including foreign debris (if any) within or on the pavement, shall remain the property of the Authorized User, and shall be disposed of by the Authorized User at its discretion;
- Net **per square yard for Production Cold Milling (depth: up to 2") of Bituminous Concrete with Hauling and Disposal, including sweeping the milled surfaces by the Contractor.**  
The Contractor will provide trucks for hauling of PRODUCTION milled material and will be responsible for project clean-up including stockpiling milled materials and sweeping milled surfaces. Material removed during milling operations, including foreign debris within or on the pavement, shall be the property of the Contractor and shall be disposed of at a site obtained by the Contractor. All prices are to be included in the Bid price per square yard for milling. No separate payment shall be made;

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.8 Pricing (Cont'd)

- Net per square yard for Production Cold Milling (depth: 2" to 4") of Bituminous Concrete with Hauling and Disposal, including sweeping the milled surfaces by the Contractor.  
The Contractor will provide trucks for hauling of PRODUCTION milled material and will be responsible for project clean-up including stockpiling milled materials and sweeping milled surfaces. Material removed during milling operations, including foreign debris within or on the pavement, shall be the property of the Contractor and shall be disposed of at a site obtained by the Contractor. All prices are to be included in the Bid price per square yard for milling. No separate payment shall be made;
- Net per square yard for Production Cold Micromilling (< 2") of Bituminous Concrete with Hauling and Disposal by the Authorized User.  
The Authorized User will provide trucks (and drivers) for hauling of PRODUCTION milled material while the Contractor is responsible for project clean-up including stockpiling milled materials and sweeping milled surfaces. Material removed during milling operations, including foreign debris (if any) within or on the pavement, shall remain the property of the Authorized User, and shall be disposed of by the Authorized User at its discretion;
- Net per square yard for Production Cold Micromilling (< 2") of Bituminous Concrete with Hauling and Disposal, including sweeping the milled surfaces by the Contractor.  
The Contractor will provide trucks for hauling of PRODUCTION milled material and will be responsible for project clean-up including stockpiling milled materials and sweeping milled surfaces. Material removed during milling operations, including foreign debris within or on the pavement, shall be the property of the Contractor and shall be disposed of at a site obtained by the Contractor. All prices are to be included in the Bid price per square yard for milling. No separate payment shall be made;
- Net per project for mobilization as called for in the Invitation for Bids;
- Net per day for Optional Work Zone Traffic Control (if required);
- Net per day for Optional additional Flaggers (if required);
- Net per day for Optional General Laborer (if required);
- Net per day for Optional Pilot Vehicle(s) with Driver(s) (if required);
- Net per each additional construction sign (if required) including signs, sign supports, installation, relocation, and removal;
- Net per linear foot for abrading the existing pavement markings by the Contractor with Work Zone Traffic Control by the Authorized User (if required) at 4 inches wide of pavement markings actually abraded by the Contractor. This price shall include all costs for pavement marking abrading including all labor, materials, and equipment necessary to abrade the pavement markings;
- Net per linear foot for abrading the existing pavement markings by the Contractor with Work Zone Traffic Control by the Contractor (if required) at 4 inches wide of pavement markings actually abraded by the Contractor. This price shall include all costs for pavement marking abrading including all labor, materials, and equipment necessary to abrade the pavement markings and all costs to properly maintain traffic;
- Net per linear foot of joint adhesive with WZTC by the Authorized User (if required);
- Net per linear foot of joint adhesive with WZTC by the Contractor (if required);
- Net additional cost per ton of asphalt item polymer modification (if required); and
- Net additional cost per ton of optional addition of polymer fibers (if required).

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.8 Pricing (Cont'd)

#### Price quoted shall be to three (3) decimal places.

Price adjustments, if any, will be calculated on the basis of when the material is actually furnished.

**Additional Information:** PER DAY means an 8-hour day. Minimum quantity for PER DAY items would be 0.5 day with rounded to next quarter of a day, e.g., 3 hours would be rounded to 0.5 day, 5 hours would be 0.75 day, 7 hours would be 1 day, 9 hours would be 1.25 day. For a project of 1st day with 9 hours, 2<sup>nd</sup> day with 10 hours, and 3<sup>rd</sup> day with 4 hours would be 3 days (total 23 hours rounded to 3 days). See clause – “Payment”.

### 1.9 Purchase Outside Region

Authorized Users will be able to purchase from any Contractor included in the resulting award from this Invitation for Bids. There are no purchasing restrictions by NYSDOT Region or by County when selecting a Contractor. Authorized Users should consider all the closest listed awardees located in their county and all the counties around them (including the surrounding counties that fall in a different NYSDOT Region) before sending the Quick Quote Form.

### 1.10 Transportation (Hauling)

Transportation (hauling) costs will be based on two (2) prices. One price will be bid for transportation for 0 to 1 mile (0-1) and another price will be bid for any additional miles (1+).

The 0 to 1 mile price will be the Bid price for any distance traveled up to and including one mile. This 0 to 1 mile Bid price will be added to the material cost. This final figure will constitute the cost to deliver one ton of material up to one mile.

The 1+ mile price will be the Bid price for any distance traveled after the first mile. This 1+ mile Bid price will be multiplied by the total number of miles (less the first mile), added to the Bid price for 0-1 mile, and then added to the material cost. This final figure will constitute the cost to deliver one ton of material the total number of miles.

When utilizing Transportation (Hauling), price shall be FOB destination as designated by the Authorized User.

#### 1.10.1 Example Transportation (Hauling)

##### Example for 20 miles with transportation (hauling) (i.e., FOB delivered):

Price bid for (0-1) Mile (example) =	\$2.000
Price bid for (+1) Miles (example) =	\$0.400
Price bid for Material (example) =	\$50.000
Delivery charge for (0-1) Mile or portion thereof as bid (example) =	\$2.000
Total miles to apply to (+1) Miles bid price (example) are $(20 - 1) = 19$	
Total Delivery charge for (+1) Miles as bid (example): $\$0.400 \times 19 \text{ Miles} =$	\$7.600
Total Delivery charge per ton (for the entire distance of 20 Miles) =	\$9.600
Material price as bid (example) =	\$50.000
<b>Total Cost (Delivery charge <u>plus</u> Material price per ton for 20 miles) =</b>	<b>\$59.600</b>

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.11 Monthly Asphalt Price Adjustments

- a. Asphalt price adjustments allowed will be based on the November 2024 average of the F.O.B. terminal price per ton of unmodified PG 64S-22 binder without anti-stripping agent (base average F.O.B. terminal price).

The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

**The November 2024 average is \$593.000.**

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

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

- b. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the “Adjustment Date”, during the Contract period. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month following the adjustment date.
- c. The unit prices per ton of asphalt items purchased from any award based on this specification will be subject to adjustment based on the following formula:

$$\text{Price Adjustment} = \left[ \frac{\text{New Monthly Average F.O.B. Terminal Price}}{\text{Base Average F.O.B. Terminal Price}} - 1 \right] \times \text{Total \% Asphalt (Per Ton) Plus Fuel Allowance}$$

#### NEW MONTHLY AVERAGE F.O.B. TERMINAL PRICE

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

#### BASE AVERAGE F.O.B. TERMINAL PRICE

The average F.O.B. terminal price of unmodified PG 64S-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of November 2024.

#### TOTAL % ASPHALT PLUS FUEL

The percentage of total allowable asphalt and fuel for each item is as follows:

(See table next page).

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.11 Monthly Asphalt Price Adjustments (Cont'd)

#### TOTAL % ASPHALT PLUS FUEL

<u>ITEM</u>	<u>% ASPHALT</u>	<u>+ FUEL ALLOWANCE</u>	<u>TOTAL % ASPHALT + FUEL ALLOWANCE</u>
302.01	3.75	-	3.75%
404.03810218	6.85	1.00	7.85%
404.03820218	6.85	1.00	7.85%
404.03830218	6.85	1.00	7.85%
404.03890218	6.85	1.00	7.85%
404.0589	8.25	1.00	9.25%
404.068X	6.70	1.00	7.70%
404.098X	6.20	1.00	7.20%
404.128X	5.50	1.00	6.50%
404.1989	4.90	1.00	5.90%
404.2589	4.50	1.00	5.50%

**+Fuel Allowance represents allowance for energy (fuel, electricity, natural gas) used in the production of asphalt. It is a cost associated with the product and not intended to represent any trucking or hauling of product.**

- d. Work performed after the expiration of the Contract, where no extension has been granted, resultant from Purchase Orders placed prior to expiration of the Contract will be based on the new average for the month in which the work is done applying the same base established for that Contract.

Asphalt price adjustments for any Contracts that are extended will be based on the new average for the month in which the work is done applying the same base established for that Contract.

- e. Asphalt price adjustments allowed by this Contract shall be calculated and applied to the original prices. There will not be asphalt price adjustments unless the change amounts to more than \$0.10 per ton from the original price. In these instances, prices will revert back to the original prices.
- f. All asphalt price adjustments will be computed to three decimal places.
- g. Should these provisions result in a price structure which becomes unworkable, detrimental, or injurious to the State or in prices which are not truly reflective of market conditions, or which are deemed by the Commissioner to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten days written notice mailed to the Contractor to terminate any Contract resulting from this Bid opening.
- h. All asphalt price adjustments shall be published by the State and issued to all Contract holders whose responsibility will be to attach the appropriate State notification (based on when the work was performed) to the payment invoice submitted to Authorized User.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.11 Monthly Asphalt Price Adjustments (Cont'd)

#### 1.11.1 Example of Monthly Asphalt Price Adjustment

##### (Example of Positive Price Adjustment)

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

Item 404.03810218

Item 404.03810218 Bid Price = \$70.000 (example)

Contract Base Average Price = \$593.000 (fixed for the duration of the Contract)

Monthly New Average Price = \$603.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 404.03810218 = 7.85% (see Total % Asphalt + Fuel Allowance Chart)

Monthly Price Adjustment for Item 404.03810218 (example):

$$\text{Price Adjustment} = \left[ \frac{\text{New Monthly Average F.O.B.} - \text{Base Average F.O.B.}}{\text{Terminal Price} - \text{Terminal Price}} \right] \times \text{Total \% Asphalt (Per Ton) Plus Fuel Allowance}$$

$$(\$603.000 - \$593.000) \times 0.0785 = \$10.000 \times 0.0785 = +\$0.785 \text{ per ton}$$

Positive Price Adjustment number shall be added to original per ton Bid Price

Contract price for Item 404.03810218 including the new Price Adjustment for that month (example):

Contract Price = Bid Price + Monthly Price Adjustment

Contract Price = \$70.000 + \$0.785 = **\$70.785 per ton**

##### (Example of Negative Price Adjustment)

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

Item 404.03810218

Item 404.03810218 Bid Price = \$70.000 (example)

Contract Base Average Price = \$593.000 (fixed for the duration of the Contract)

Monthly New Average Price = \$583.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 404.03810218 = 7.85% (see Total % Asphalt + Fuel Allowance Chart)

Monthly Price Adjustment for Item 404.03810218 (example):

$$\text{Price Adjustment} = \left[ \frac{\text{New Monthly Average F.O.B.} - \text{Base Average F.O.B.}}{\text{Terminal Price} - \text{Terminal Price}} \right] \times \text{Total \% Asphalt (Per Ton) Plus Fuel Allowance}$$

$$(\$583.000 - \$593.000) \times 0.0785 = -\$10.000 \times 0.0785 = -\$0.785 \text{ per ton}$$

Negative Price Adjustment number shall be subtracted from original per ton Bid Price

Contract price for Item 404.03810218 including the new Price Adjustment for that month (example):

Contract Price = Bid Price - Monthly Price Adjustment

Contract Price = \$70.000 - \$0.785 = **\$69.215 per ton**

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.12 Periodic Price Adjustment (PPI Price Adjustment)

The prices for Material Items set forth in this Contract shall be adjusted (either upward or downward) every three months starting on July 1<sup>st</sup>, 2025, in accordance with the provisions of this clause. There shall be no price adjustments until July 1<sup>st</sup>, 2025. This Price Adjustment doesn't apply to the Optional Items.

The prices for Material Items shall be adjusted on the basis of the not seasonally adjusted **Producer Price Index (PPI) Series ID: PCU21231-21231-, Stone Mining & Quarrying**, published by the U.S. Department of Labor (DOL), Bureau of Labor Statistics (BLS).

The index is also available through the Internet at the BLS website at: <https://data.bls.gov/cgi-bin/dsrv?pc>.

Calculations shall be based on the first-published values for the price adjustment month for comparison.

In the event the current data for the referenced PPI is unavailable or the index becomes discontinued, OGS reserves the right to utilize a successor index in the best interest of the State.

The adjustment shall be established as follows:

- A price adjustment shall be effected beginning on July 1<sup>st</sup>, 2025, and then every three months thereafter.
- A **base index** shall be established utilizing the **PPI value for December 2024**, this shall remain constant throughout the duration of the Contract.
- The **base index** value will NOT be modified if the value changes due to change in Preliminary (P) status.
- An **adjustment index** shall be established utilizing the PPI on the established adjustment index month.
- The **adjustment index** will NOT be recalculated if PPI changes due to change in Preliminary (P) status.
- The Periodic Price Adjustment (PPI Adjustment) will be calculated following the formula below:

$$\text{PPI Price Adjustment (per ton)} = \frac{\text{BLS PPI for the Month Used for Calculation} - \text{Base BLS PPI for December 2024}}{\text{Base BLS PPI for December 2024}} \times \text{Material X Bid Price} \times \left[ \begin{array}{l} \text{Difference} \\ 100\% \text{Material} \\ \text{Minus} \\ \text{Total \% Asphalt} \\ + \text{Fuel Allowance} \end{array} \right]$$

- Price increases shall not exceed 5.0% for any given adjustment period.
- OGS Procurement Services will publish the adjustment percent change following each adjustment period.
- In the event of a delay in the Contract start date, the State reserves the right to modify the dates in the table accordingly.
- The State reserves the right to modify or correct miscalculations or errors in the PPI Price Adjustment as set forth in this Section.

(Continues next page)

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.12 Periodic Price Adjustment (PPI Price Adjustment) (Cont'd)

- The adjusted prices will be effective for all Purchase Orders issued during the applicable periods shown in Dates for Implementation of Price Adjustments table below. The adjustment percent shall be rounded to the nearest hundredth and shall be applied to the Contract unit prices.

Dates for Implementation of Price Adjustments		
Effective Date for Adjustment	Base Index Month	Adjustment Index Month
July 1 <sup>st</sup> , 2025	December 2024	April 2025
October 1 <sup>st</sup> , 2025	December 2024	July 2025
January 1 <sup>st</sup> , 2026	December 2024	October 2025
April 1 <sup>st</sup> , 2026	December 2024	January 2026
July 1 <sup>st</sup> , 2026	December 2024	April 2026
October 1 <sup>st</sup> , 2026	December 2024	July 2026
January 1 <sup>st</sup> , 2027	December 2024	October 2026
April 1 <sup>st</sup> , 2027	December 2024	January 2027
July 1 <sup>st</sup> , 2027	December 2024	April 2027
October 1 <sup>st</sup> , 2027	December 2024	July 2027
January 1 <sup>st</sup> , 2028	December 2024	October 2027

- The values for the Difference (100% material –total % asphalt plus fuel allowance) can be found in the following table:

DIFFERENCE (100% MATERIAL –TOTAL % ASPHALT PLUS FUEL ALLOWANCE)			
<u>ITEM</u>	<u>GRADE/ DESCRIPTION</u>	<u>TOTAL % ASPHALT PLUS FUEL ALLOWANCE</u>	<u>DIFFERENCE (100% Material - Total % Asphalt Plus Fuel Allowance)</u>
302.01	Bituminous Stabilized Course	3.75%	96.25%
404.03810218	Misc. Patching F1	7.85%	92.15%
404.03820218	Misc. Patching F2	7.85%	92.15%
404.03830218	Misc. Patching F3	7.85%	92.15%
404.03890218	Misc. Patching F9	7.85%	92.15%
404.0589	Shim Course F9	9.25%	90.75%
404.068X	6.3 Asphalt	7.70%	92.30%
404.098X	9.5 Asphalt	7.20%	92.80%
404.128X	12.5 Asphalt	6.50%	93.50%
404.1989	19 Binder F9 Asphalt	5.90%	94.10%
404.2589	25 Binder F9 Asphalt	5.50%	94.50%

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.12 Periodic Price Adjustment (PPI Price Adjustment) (Cont'd)

#### 1.12.1 Example of Periodic Price Adjustment (PPI Price Adjustment)

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

Item 404.03890218

Item 404.03890218 Bid Price = \$75.000 (example)

Total % Asphalt plus Fuel for Item 404.03890218 = 7.85% (see Total % Asphalt + Fuel Allowance Chart)

Difference (100% material – Total % Asphalt plus Fuel Allowance) = 92.15% (see chart)

US Bureau of Labor Statistics Base BLS PPI = 446.021 (example, not real data)

US Bureau of Labor Statistics PPI for September 2024 = 456.021 (example, not real data)

Periodic Price Adjustment for Item 404.03890218 (example, not real data):

PPI Price Adjustment (per ton)	BLS PPI for the Month Used for Calculation	-	Base BLS PPI	Material X Bid Price X	Difference 100% Material Minus Total % Asphalt + Fuel Allowance
			Base BLS PPI		

PPI Increase =  $(456.021 - 446.021) / 446.021 = 0.0224$  (or a 2.24% increase)

This increase is applied to the Bid price for that material:

\$75.000 x 0.0224 = \$1.680

Because PPI Adjustments are only applied to material without asphalt:

PPI Price Adjustment (per ton) = \$1.680 x 0.9215 (or 92.15%) = \$1.548

Contract price for Item 404.03890218 including the new PPI Price Adjustment (example):

Contract Price = Bid Price + PPI Price Adjustment

Contract Price = \$75.000 + \$1.548 = \$76.548 per Ton (rounded to third decimal place)

Positive Price Adjustment number shall be added to original per ton Bid Price

Negative Price Adjustment number shall be subtracted from original per ton Bid Price

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.13 Payment

Payment shall be made at Contract prices per net ton for the actual quantity of material received from the Contractor. In addition, payment adjustments will be applied in Quality Units for all applicable mixes as described in Sections 401, 404-4 and 404-5 of the Specifications.

Payment for “PER DAY items” (if required) shall be made at the Contract price per day based on the actual number of days that the equipment (paver, roller, skid steer, and water tank), Work Zone Traffic Control, the additional flaggers, and/or the general laborers are utilized.

**“PER DAY” means an 8-hour day. The minimum quantity per project for “PER DAY items” would be half a day (0.5 days) with the total amount of hours for the project rounded to the next quarter of a day (see the table below):**

Total # of Hours	Rounded to (# of days)	Total # of Hours	Rounded to (# of days)	Total # of Hours	Rounded to (# of days)
1	0.50	11	1.50	21	2.75
2	0.50	12	1.50	22	2.75
3	0.50	13	1.75	23	3.00
4	0.50	14	1.75	24	3.00
5	0.75	15	2.00	25	3.25
6	0.75	16	2.00	26	3.25
7	1.00	17	2.25	27	3.50
8	1.00	18	2.25	28	3.50
9	1.25	19	2.50	29	3.75
10	1.25	20	2.50	30	3.75

**Example:** For a Roller in a 3 day project with a distribution of hours per day as follows:

Day	Number of Hours	Total Amount of Hours for the Project
1	9.00	9.00
2	10.00	19.00
3	6.00	25.00

The total amount of hours for the project needs to be calculated (25 hours) and it should be rounded to the next quarter of a day (3.25 days).

Payment for Production Cold Milling (depth: up to 2") of Bituminous Concrete with Authorized User Hauling and Disposal shall be made at the Contract price per the number of square yards of material actually milled (depth up to 2") as directed by the Resident Engineer or Authorized User's representative.

Payment for Production Cold Milling (depth: 2" to 4") of Bituminous Concrete with Authorized User Hauling and Disposal shall be made at the Contract price per the number of square yards of material actually milled (depth 2" to 4") as directed by the Resident Engineer or Authorized User's representative.

Payment for Production Cold Milling (depth: up to 2") of Bituminous Concrete with Contractor Hauling and Disposal, including sweeping the milled surfaces shall be made at the Contract price per the number of square yards of material actually milled (depth up to 2") as directed by the Resident Engineer or Authorized User's representative.

Payment for Production Cold Milling (depth: 2" to 4") of Bituminous Concrete with Contractor Hauling and Disposal, including sweeping the milled surfaces shall be made at the Contract price per the number of square yards of material actually milled (depth 2" to 4") as directed by the Resident Engineer or Authorized User's representative.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.13 Payment (Cont'd)

Payment for Production Cold Micromilling (< 2") of Bituminous Concrete with Authorized User Hauling and Disposal shall be made at the Contract price per the number of square yards of material actually milled (depth < 2") as directed by the Resident Engineer or Authorized User's representative.

Payment for Production Cold Micromilling (< 2") of Bituminous Concrete with Contractor Hauling and Disposal, including sweeping the milled surfaces shall be made at the Contract price per the number of square yards of material actually milled (depth < 2") as directed by the Resident Engineer or Authorized User's representative.

Payment for additional construction signs (if required) shall be made at the Contract price per number of additional construction signs actually used, including signs, sign supports, installation, relocation, and removal.

Payment for abrading the existing pavement markings, with Work Zone Traffic Control by the Authorized User (if required) will be made based on the number of linear feet at 4 inches wide of pavement markings actually abraded as directed by the Resident Engineer or Authorized User's representative.

Payment for abrading the existing pavement markings, with Work Zone Traffic Control by the Contractor (if required), will be made based on the number of linear feet at 4 inches wide of pavement markings actually abraded as directed by the Resident Engineer or Authorized User's representative. No separate payment will be made for Work Zone Traffic Control when this item is used.

Payment for longitudinal joint adhesive, with Work Zone Traffic Control by Authorized User (if required), shall be made based on the number of linear feet of joint adhesive actually applied as directed by the Resident Engineer or Authorized User's representative.

Payment for longitudinal joint adhesive, with Work Zone Traffic Control by the Contractor (if required), shall be made based on the number of linear feet of joint adhesive actually applied as directed by the Resident Engineer or Authorized User's representative. No separate payment will be made for Work Zone Traffic Control when this item is used.

Payment for additional cost of polymer modification (if required) shall be made based on per ton of asphalt item to be polymer modified as directed by the Resident Engineer or Authorized User's representative.

Payment for additional cost of polymer fibers (if required) shall be made based on per ton of asphalt item with polymer fibers as directed by the Resident Engineer or Authorized User's representative.

Payment for transportation (hauling) costs will be based on two (2) prices. One will be the Contract price for transportation for 0 to 1 mile (0-1) and one will be the Contract price for any additional miles (1+).

The 0 to 1 mile price will be the Contract price for any distance traveled up to and including one mile. This 0 to 1 mile Contract price will be added to the material cost. This final figure will constitute the cost to deliver one ton of material up to one mile. The 1+ mile price will be the Contract price for any distance traveled after the first mile. This 1+ mile Contract price will be multiplied by the total number of miles (less the first mile), added to the Contract price for 0-1 mile, and then added to the material cost. This final figure will constitute the cost to deliver one ton of material the total number of miles.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.14 Quality Adjustment Factor (QAF) Quality Units (Applies to NYSDOT Only)

The following Quality Unit Index prices will apply to material produced under this Contract for the New York State Department of Transportation (NYSDOT) only:

<u>Region</u>	<u>Index Price (\$/Quality Unit)</u>
1	\$85
2	\$90
3	\$90
4	\$95
5	\$100
6	\$90
7	\$80
8	\$120
9	\$90
10	\$125
11	\$140

Payment adjustments will be applied in Quality Units for all applicable mixes as described in Sub-Section 401-4 and 404-4 of the NYSDOT Standard Specifications. Please refer to that document for a more detailed explanation.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.15 Superpave Mix Items

The Equivalent Single Axle Load's (ESAL's) level for all Superpave Mix items should be <0.3 million. For all Superpave Mix items, the Contractor will not be responsible for nuclear density testing. Guidance for use of these items and the selection of the Performance-Graded Binder (PG Binder) appropriate for the county in which the mix shall be used, as specified in Section 6.2.5 Performance Graded Binder Selection, refer to Comprehensive Pavement Design Manual (CPDM). Chapter 6 of the CPDM, latest version (dated April 2024) can be found at:

<https://www.dot.ny.gov/divisions/engineering/design/dqab/cpdm/repository/chapter6.pdf>

All PG Binder grades, including Neat Grades (**PG 64S-22 or PG 64H-22**), shall meet the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of asphalt mixtures under this Invitation for Bids. Terminal Blend Crumb Rubber modifier may be used for this PG binder.

When terminal blend CRM PG binder is used, the following shall apply:

1. Crumb rubber particles shall be finer than #30 sieve size.
2. The CRM PG binder shall be storage-stable and homogeneous.
3. The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
4. The CRM PG binder shall be 99% free of particles retained on the 600  $\mu\text{m}$  sieve as tested in accordance with Section 5.4 of M 332.

**Upstate:** Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures under this Contract. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

**Downstate:** Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures containing limestone, limestone as an aggregate blend component, limestone as a constituent in crushed gravel aggregate, or recycled asphalt pavement (RAP) that includes any limestone. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

**Note that polymer modified PG binder (PG 64V-22 or PG 64E-22) are required for all item 404 Asphalt Mixture placements on the mainline and shoulders, excluding shim, permeable base, temporary pavements, and miscellaneous (driveways, culvert inverts, curbs, sidewalks, bicycle paths, vegetation control strips, gutters, repairs, patching, etc.). Bid prices for asphalt items in this Invitation for Bids are based on neat grades (PG 64S-22 or PG 64H-22). For polymer modification, there is an optional Bid item (cost additional) which needs to be added to the price per ton of asphalt item based on neat PG binder.**

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.16 Optional Items

**To request one or more of the optional items from a Contractor, agencies must anticipate placement of at least 500 tons per day (for each day an optional item is requested).** The 500 tons per day minimum does not include the last day of work on larger projects where quantities to complete work on the last day may be less than 500 tons. The above applies to all optional items except cold milling, of which, the minimum requirements for Production Cold Milling/Production Cold Micromilling are 5,000 square yards per Purchase Order unless agreed upon by the Contractor.

Equipment offered by the Contractor shall meet the requirements of Section 400 of the Specifications. All pavers shall meet the requirements of Section 404-3.02 Asphalt Pavers of the Specifications. Contractors shall note the requirements for approved automatic transverse slope and longitudinal grade screed controls. Pavers shall be equipped with hydraulically operated extensions of the proper width and approved joint matching shoes and/or 30 feet long moving references, such as floating beams or skis as appropriate as outlined in the Specifications, Section 404-3.06 Spreading and Finishing. All rollers shall meet the requirements of the Specifications, Section 404-3.04 Rollers. The skid steer should be at least 60 hp with milling head attachment of at least 24" width.

When equipment is requested with operator, operator shall be capable and experienced in the operation of the supplied equipment. The Contractor is advised that, due to the nature of Asphalt paving projects, overtime hours are customarily used to expeditiously progress projects. There will not be any separate rates for overtime hours (hours in excess of 8 hours in a day). The Contractor shall be responsible for fuel and repairs for all supplied equipment.

Payment for PER DAY items is stated under clause "Payment" within this document. No payment shall be made for days required to deliver the equipment to the project Site or to return the equipment to the Contractor's plant. Payment shall be made for each day that actual paving work is started, even if work is not completed due to inclement weather or other unforeseen circumstances. The Contractor shall not be entitled to payment for days where work is not started due to inclement weather.

Production Cold Milling equipment and Production Cold Micromilling equipment offered by the Contractor shall meet the requirements of Attachment 12 – *Detailed Specifications – Cold Milling/Cold Micromilling*.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.17 Mobilization

Mobilization prices apply to provided equipment only and are not associated with hauling rates.

**Bids for mobilization of equipment are a one-time charge for the duration of a project.**

Paver mobilization prices are to be applied per paver per project.

Roller mobilization prices are to be applied per roller per project.

Skid steer mobilization prices are to be applied per skid steer per project.

Water tank mobilization prices are to be applied per water tank per project.

Production Cold Milling and Production Cold Micromilling mobilization prices are to be applied per milling machine per project.

### 1.18 Production Cold Milling and Production Cold Micromilling Equipment

Production Cold Milling equipment and Production Cold Micromilling equipment offered by the Contractor shall meet the requirements of Attachment 12 – *Detailed Specifications – Cold Milling/Cold Micromilling*.

The Contractor shall furnish all equipment, supplies, materials, labor, transportation, and management oversight necessary to carry out all tasks set forth for the milling, shaping, and removal of portions of existing surfaces by a cold milling/micromilling process. The Contractor shall be responsible for providing protection of all Authorized User's property relating to work hereunder.

The Contractor will be responsible for any permits that might be required to properly dispose of waste materials that result from the operations indicated in this Contract.

All disposal locations shall be approved by the Authorized User's representative prior to disposal. All disposal operations must be done in accordance with all Federal, State, and local rules and regulations. Material removed shall be disposed of in accordance with the provisions of section 107-10 of the Standard Specifications.

The Contractor shall take care to preserve vegetation, ornamental plantings, and other landscape features, protect all trees, fences, walls, mailboxes, markers, culverts, underground structures, utilities, and installations within and adjacent to the work area for the duration of work, as ordered by the Authorized User's representative. Any disturbed areas or damages to State or private property shall be replaced in kind or repaired to the Authorized User representative's satisfaction at no expense to the Authorized User. Replacements/repairs shall be completed within two weeks after the occurrence of the damage. The Contractor shall be aware that any area that is disturbed shall be restored as per Section 107-08 of the Standard Specifications. There will be no direct payment made for labor or materials needed to do this work.

Existing roads used for the hauling of materials or equipment shall be kept free from debris, and maintained, by the Contractor and left in a condition satisfactory to the Authorized User's representative. The Contractor is warned that he/she shall be held responsible for any damage to existing roads caused by the operation of his/her equipment, and that adequate repair for such damage shall be required at no expense to the Authorized User.

The Contractor shall provide any necessary support items to control and secure the Site, and any remote storage and/or staging areas, including any necessary sanitary facilities, barriers, delineation, scaffolding, and/or fences where required. The Contractor is responsible for the proper erection and safe application and removal of all such items.

The Contractor shall ensure that any vehicles and/or any equipment left unattended on the work Site be parked at least 30 feet from the paved or otherwise stabilized edge of any street or highway.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.19 Flaggers

Bids for Flaggers are voluntary. Award for FOB Material and/or transportation rates will not be affected by the presence or lack of Bids for Flaggers. Flaggers may be requested by agencies if work by a Flagger(s) is initially expected to last at least half a day. The price bid per Flagger(s) per day shall include all costs of providing a flagger where directed by the Resident Engineer or Authorized User's representative with all the necessary safety equipment, i.e., stop/slow paddle, flag, vest, hardhat. Payment shall be by the day for each Flagger provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. Payment shall be made to the nearest quarter day as determined by the Resident Engineer or Authorized User's representative (see clause "Payment").

### 1.20 General Laborer

Bids for General Laborer are voluntary. Award for FOB Material and/or transportation rates will not be affected by the presence or lack of Bids for General Laborer. General Laborer may be requested by agencies if work by a General Laborer is initially expected to last at least half a day. The price bid per General Laborer per day shall include all costs of providing a General Laborer where directed by the Resident Engineer or Authorized User's representative with all the necessary safety equipment. Payment shall be by the day for each General Laborer provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. Payment shall be made to the nearest quarter day as determined by the Resident Engineer or Authorized User's representative (see clause "Payment").

### 1.21 Optional Work Zone Traffic Control

The Contractor shall submit per day for Work Zone Traffic Control as prescribed by this specification. When requesting price quotations from the Contractors, the purchasing agency may at their option, include Work Zone Traffic Control by the Contractor for the specific project anticipated.

Traffic shall be controlled in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and Sections 619-1 through 619-3 of the Standard Specifications as described herein including modifications to the Standard Specifications. The Contractor shall submit a Work Zone Traffic Control Plan for approval to the Resident Engineer at the Pre-Paving Meeting. For two-way roadways, NYSDOT 619 Standard Sheets 619-307, 619-308, 619-309, 619-312 and 619-314 included in this document may be used as a basis for development of a Work Zone Traffic Control Plan occupying a location for more than an hour within a single daylight period. For one-way roadways, NYSDOT 619 Standard Sheets 619-302, 619-303, and 619-313 may be used as a basis for development of a Work Zone Traffic Control Plan. For one-way Freeways or Expressways, NYSDOT 619 Standard Sheets 619-301, 619-302, 619-304, and 619-305 may be used as a basis for development of a Work Zone Traffic Control Plan occupying a location for more than an hour within a single daylight period. For multilane roadways, NYSDOT 619 Standard Sheets 619-302, 619-311, 619-313, 619-312, 619-317 and 619-325 included in this document may be used as a basis for development of a Work Zone Traffic Control Plan occupying a location for more than an hour within a single daylight period. NYSDOT 619 Standard Sheets can be found at <https://webapps.dot.ny.gov/part-ii-619-standard-sheets>.

All necessary flaggers for Work Zone Traffic Control shall be provided by the Contractor. For two-way roadways, a minimum of three flaggers shall be provided while the paving operation is underway. One shall be stationed at each end of the operation and one shall be stationed with the paver. For one-way roadways, a minimum of two flaggers shall be provided while paving operation is underway. One shall be stationed at the beginning of the operation and one shall be stationed with the paver. The Contractor shall station flaggers such that communication is maintained between the flaggers. Hand signals, radios, pilot vehicles, or some other means of communication may be used subject to the approval of the Resident Engineer or Authorized User's representative.

The Contractor shall provide construction signs as specified in Section 619-1 through 619-3 of the Standard Specifications and in the MUTCD. At a minimum the Contractor shall install the following permanent construction signs supplemented by temporary signs as needed:

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.21 Optional Work Zone Traffic Control (Cont'd)

SIGN	MINIMUM SIZE	LOCATION
ROAD WORK NEXT _____ MILES	<u>G20-1</u> Conventional 36" x 18"  Freeways 48" x 24"	On main line upstream of project in each direction.
END ROAD WORK	<u>G20-2</u> Conventional 36" x 18"  Freeways 48" x 24"	On main line after end of project in each direction.
ROAD WORK AHEAD	<u>W20-1</u> Conventional 36" x 36"  Freeways 48" x 48"	On main line in advance of the affected highway segment in each direction and on major intersecting roads 300 -500 feet in advance of main line. Sign should be covered if it conflicts with temporary signing in the vicinity. (Place between the G20-1 and the first warning sign that states condition- i.e. W8-12, W8-9 or W8-15).
DO NOT PASS	<u>R4-1</u> Conventional 24" x 30"	If 2'x 4" temporary yellow markings are used instead of full barrier centerline pavement markings, place the first sign at or within 100 feet of the beginning of the unmarked area, second within 1,000 feet and subsequent signs, spaced every $\frac{1}{2}$ mile along project in each direction.
NO CENTER LINE	<u>W8-12</u> Conventional 36" x 36"	If 2'x 4" temporary yellow markings are used instead of full barrier centerline pavement markings, place the first sign in advance of the condition and the first "DO NOT PASS" sign: 300' urban is preferred (100' minimum), 500' rural is preferred (200' minimum). Place additional signs spaced every 2 miles on mainline in each direction and after every major intersecting road.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.21 Optional Work Zone Traffic Control (Cont'd)

\*\*All signs should maintain an absolute minimum spacing of 200 feet rural or 100 feet urban. 500 feet is preferred on rural and 300 feet is preferred on urban. Double stacking of any of the above signs, or combination thereof, will NOT be permitted.

Major intersecting roads are defined as through State, County, Town, Village, or City roads. The Contractor may provide portable signs as shown in Figure 6F-2 of the MUTCD and meeting the requirements of Section 619 of the Standard Specifications for lane closures during work hours.

With prior permission of the State's Resident Engineer or political subdivisions representative, the Contractor may provide portable signs as shown in Figure 6F-2 of the MUTCD for the above referenced DO NOT PASS and NO CENTER LINE signs. Signs left active at night shall be rigid and reflectorized in accordance with the Standard Specifications. The Contractor shall be responsible for assuring that all signs will be in their upright, visible positions twenty-four hours a day, seven days a week while **2 foot x 4 inch temporary yellow markings are used instead of full barrier pavement markings**.

#### 1.21.1 Special Note: Temporary Pavement Markings

The Contractor shall install and maintain temporary pavement markings on any paved surface without permanent pavement markings before opening it to traffic, before nightfall or before the end of the work day, whichever comes soonest except for areas that are open during the work shift with channelizing devices or flaggers. Temporary pavement markings shall meet the requirements of Section 619 of the Standard Specifications except that two-lane, two-way highways may be left without full barrier centerlines in no passing zones for a maximum of 7 calendar days provided that NO CENTER LINE (W8-12, black on orange), NO PASSING ZONE (W14-3, black on orange pennant shaped sign), and DO NOT PASS (R4-1) signs are used consistent with the MUTCD and in conjunction with yellow 2 foot by 4 inch temporary markings consisting of retro-reflective removable pavement marking tape, paint or yellow temporary overlay markers installed on a 40 foot cycle to delineate the centerline location.

The Authorized User is responsible for the final pavement markings unless otherwise indicated in the Contract. If the Contractor chooses to install NO CENTER LINE and DO NOT PASS signs and temporary yellow 2 foot by 4 inch pavement markings in lieu of full barrier centerline markings, the signs shall be left in place until the Authorized User has completed installing the final pavement markings. The Authorized User will normally complete final pavement markings within 7 days of the project completion. However, if unavoidable situations delay the pavement marking installation the signs shall remain in place for 14 calendar days after the project has been completed or until the Authorized User has completed installing the final pavement markings, whichever comes first. If permanent pavement marking cannot be installed within 14 days of the project completion, Authorized User must install interim pavement marking including center lines, edge lines, stop bars, and simple crosswalks with no hatching before the end of 14 days after project completion.

All costs for Work Zone Traffic Control including flagging, temporary pavement markings, delineation, and construction signs are to be included in the prices bid per day for optional Work Zone Traffic Control. No separate payment shall be made.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.21 Optional Work Zone Traffic Control (Cont'd)

#### 1.21.2 Special Note: Work Zone Intrusion Initiative

As part of the Department of Transportation's Work Zone Intrusion Initiative, the following countermeasures shall apply to this Invitation for Bids:

##### **Channelizing Device Spacing Reduction**

A maximum channelizing device spacing of 40 feet shall be provided at stationary work sites where workers are exposed to traffic. This spacing shall be maintained a reasonable distance upstream of workers, and shall be used throughout the work zone.

Where tapers are located less than 500 feet from the work site the 40 foot spacing shall be used in the taper as well.

Drums or vertical panels are preferred for long-term and intermediate term stationary work zones, and at any locations where the risk of intrusion is high. Traffic cones are normally adequate for work zones set up and removed on a daily basis.

In long lane or shoulder closures, at least two channelizing devices shall be placed transversely at maximum 800 foot intervals to discourage traffic from driving through the closed lane. **Transversely placed devices are not required where pilot cars are in use.**

Frequent checks shall be made to reset channelizing devices dislodged by traffic.

##### **Flagger Station Enhanced Setups**

Additional cones and a flag tree meeting the requirements of Section 6F.62 of the MUTCD shall be used upstream of flagger stations to provide added warning to drivers. These devices shall be used for flagger stations except those that are constantly moving or are in use at one location for no more than a few minutes. If the W20-7a Flagger sign is required, the additional cones and flag tree shall also be used. If the flaggers move with the paving operation, the Contractor shall ensure that appropriate distances are maintained between the flagger sign series, flag tree and the flaggers. The W20-7 flagger sign shall be a minimum of 500 feet and a maximum of 2,500 feet in advance of the flagger. If two or more sets of signs on an approach are used to maintain appropriate distances, when the operation progresses to the point where the next set of flagger warning signs is activated the original signs shall be deactivated by removal, turning away from traffic, or laying them down in a manner that does not pose a roadside hazard for passing vehicles. Only one series of flagger warning signs per approach shall normally be visible to traffic. For additional details on Flagger Enhanced Setups, see NYSDOT Work Zone Traffic Control Standard Sheets.

### 1.22 Additional Flaggers for Work Zone Traffic Control

If the Resident Engineer or Authorized User's representative determines that more than 3 Flaggers are necessary to properly control traffic on two-way roadways or more than 2 Flaggers are necessary to properly control traffic on one-way roadways and the Contractor is responsible for Work Zone Traffic Control under this Invitation for Bids, the Contractor shall provide additional Flaggers under the Flaggers item. The price bid per Flagger(s) per day shall include all costs of providing Flagger(s) where directed by the Resident Engineer or Authorized User's representative with all the necessary safety equipment, i.e., stop/slow paddle, flag, vest, hardhat, etc. Payment shall be by the day for each Flagger provided (see clause "Payment").

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.23 Optional Pilot Vehicle with Driver(s)

If required by the Resident Engineer or Authorized User's representative, the Contractor shall provide sufficient two-way radio equipped pilot vehicle(s) with driver(s) to guide traffic around the paving zone at a maximum of 20 miles per hour. Payment shall be by the day for each pilot vehicle with driver provided.

The pilot vehicle(s) shall be equipped with construction signs meeting the requirements of Section 6F.58 of the MUTCD and a rotating amber beacon:

SIGN	MINIMUM SIZE	LOCATION
PILOT CAR FOLLOW ME	G20-4 Conventional 36" X 18"	On the back of the pilot vehicle.

The pilot vehicle shall have the name of the Contractor prominently displayed.

### 1.24 Optional Additional Construction Signs

If the Resident Engineer or Authorized User's representative determines that more permanent construction signs are necessary than those called out under the Optional Work Zone Traffic Control section and the Contractor is responsible for Work Zone Traffic Control under this Invitation for Bids, the Contractor shall provide additional construction signs under the Optional Additional Construction Signs item. Optional Additional Construction Signs shall be as specified in Sections 619-1 through 619-3 of the Standard Specifications and/or in the MUTCD, or as specified by the Resident Engineer or Authorized User's representative. The price bid per additional sign shall include all costs of providing the signs as indicated by the Resident Engineer or Authorized User's representative, the sign supports, installation, relocation, and removal at locations ordered by the Resident Engineer or Authorized User's representative. Payment shall be made by the number of additional construction signs installed.

### 1.25 Abrading Existing Pavement Markings with Work Zone Traffic Control by the Authorized User

If the Contractor, with the concurrence of the Resident Engineer or Authorized User's representative, determines that it is necessary for the performance of the asphalt resurfacing, the Contractor shall abrade the existing pavement markings so that at least 75% of the glass beads in the existing pavement markings are removed. The method of abrading may include sand blasting, water blasting, grinding, or other method approved by the Resident Engineer or Authorized User's representative. Care shall be taken to avoid damage to passing traffic. All damage to passing traffic caused by the Contractor's operations shall be the Contractor's responsibility. Traffic will be controlled by the Authorized User.

Payment will be made by the linear foot of pavement marking 4 inches wide. Payment for pavement markings wider than 4 inches or for pavement marking symbols will be made by the following method:

$$\frac{\text{Width of marking (inches)} \times \text{Linear Feet}}{4 \text{ inches}}$$

The price bid for pavement marking abrading shall include all labor, materials, and equipment required to abrade the existing pavement markings to the satisfaction of the Resident Engineer or Authorized User's representative.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.26 Abrading Existing Pavement Markings with Work Zone Traffic Control by the Contractor

If the Contractor, with the concurrence of the Resident Engineer or Authorized User's representative, determines that it is necessary for the performance of the asphalt resurfacing, the Contractor shall abrade the existing pavement markings so that at least 75% of the glass beads in the existing pavement markings are removed. The method of abrading may include sand blasting, water blasting, grinding, or other methods approved by the Resident Engineer or Authorized User's representative. Care shall be taken to avoid damage to passing traffic. All damage to passing traffic caused by the Contractor's operations shall be the Contractor's responsibility. Traffic will be controlled by the Contractor.

The Contractor shall place temporary pavement markings as specified elsewhere in this Invitation for Bids under Optional Work Zone Traffic Control unless the asphalt mix will be placed the same day as pavement markings are abraded. During the pavement markings abrading operation, traffic will be controlled by the Contractor in accordance with the MUTCD. The Contractor shall submit a proposed Work Zone Traffic Control Plan to the Resident Engineer or Authorized User's representative for approval. The plan may be based on the Work Zone Traffic Control drawings included in this Invitation for Bids as an attachment.

Payment will be made by the linear foot of pavement marking 4 inches wide. Payment for pavement markings wider than 4 inches or for pavement marking symbols will be made by the following method:

$$\frac{\text{Width of marking (inches)} \times \text{Linear Feet}}{4 \text{ inches}}$$

The price bid for pavement marking abrading shall include all labor, materials and equipment required to abrade the existing pavement markings and properly control traffic to the satisfaction of the Resident Engineer or Authorized User's representative.

### 1.27 Optional General Laborer

If required by the Resident Engineer or Authorized User's representative, the Contractor shall provide a General Laborer. Payment shall be by the day for each General Laborer provided (see clause "Payment").

### 1.28 Joint Adhesive with Work Zone Traffic Control by the Authorized User

If the Resident Engineer or Authorized User's representative determines that it is necessary for the performance of the asphalt resurfacing, the Contractor shall apply the joint adhesive to all pavement edges prior to placing asphalt mixture in order to provide bonding with newly laid pavement. Joint adhesive shall be placed in accordance with the NYSDOT Standard Specifications. Care shall be taken to avoid damage to passing traffic. All damage to passing traffic caused by the Contractor's operations shall be the Contractor's responsibility. Traffic will be controlled by the Authorized User.

Payment will be made by the linear feet of joint adhesive satisfactorily furnished and installed.

The price bid for joint adhesive shall include all labor, materials, and equipment required to furnish and install joint adhesive to the satisfaction of the Resident Engineer or Authorized User's representative.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.29 Joint Adhesive with Work Zone Traffic Control by the Contractor

If the Resident Engineer or Authorized User's representative determines that it is necessary for the performance of the asphalt resurfacing, the Contractor shall apply the joint adhesive to all pavement edges prior to placing asphalt mixture in order to provide bonding with newly laid pavement. Joint adhesive shall be placed in accordance with the NYSDOT Standard Specifications. Traffic will be controlled by the Contractor. Care shall be taken to avoid damage to passing traffic. All damage to passing traffic caused by the Contractor's operations shall be the Contractor's responsibility.

The Contractor shall place temporary pavement markings as specified elsewhere in this Invitation for Bids under Optional Work Zone Traffic Control, unless the asphalt mixture will be placed the same day as joint adhesives are applied. During the joint adhesive operation, traffic will be controlled by the Contractor in accordance with the MUTCD. The Contractor shall submit a proposed Work Zone Traffic Control Plan to the Resident Engineer or Authorized User's representative for approval. The plan may be based on the Work Zone Traffic Control drawings included in this Invitation for Bids as an attachment.

Payment will be made by the linear feet of joint adhesive satisfactorily furnished and installed.

The price bid for joint adhesive shall include all labor, materials, and equipment required to furnish and install joint adhesive and properly control traffic to the satisfaction of the Resident Engineer or Authorized User's representative.

### 1.30 Polymer Modification of Asphalt Mixture (PG 64V-22)

Polymer modified PG Binder (PG 64V-22) shall meet the requirements of NYSDOT Standard Specifications and Chapter 6 of the Comprehensive Pavement Design Manual (CPDM).

Payment will be made per ton of asphalt item to be modified with polymer additive. This is a price additional on top of per ton of asphalt item price. **The minimum asphalt item quantity to be polymer modified per Purchase Order should be 500 tons unless agreed by the Contractor.**

The price bid for polymer modification shall include all labor, materials, and equipment required for polymer modification to the satisfaction of the Resident Engineer or Authorized User's representative.

### 1.31 Polymer Fibers for Asphalt Mixture

#### 1.31.1 Description

This work shall be used on projects requiring greater than 500 tons (unless agreed by the Contractor) and will consist of formulation and placement of a fiber reinforced asphalt mixture. The placement of this mixture shall be in accordance with this note and in reasonably close conformity with the required lines, grades, thicknesses, and typical sections shown on the plans or established by the Resident Engineer.

#### 1.31.2 Materials

The requirements of §401-2 and §404-2, Materials, shall apply except as modified below.

##### A. Fiber

Aramid fiber shall meet the requirements of Table 1 – Aramid Fiber Properties.

The acceptance shall be based on the certification from the supplier of fibers.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.31 Polymer Fibers for Asphalt Mixture (Cont'd)

Table 1 – Aramid Fiber Properties	
Length	Minimum 3/4 in. $\pm$ 1/16
Form	Fibrillated & Monofilament Fibers, non-resin impregnated
# of filaments per strand	1,000
Specific Gravity	1.44 +/-0.01
Filament diameter	12 microns +/- 2 microns
Acid/Alkali/ Resistance	Inert
Tensile Strength, minimum	400,000 psi
Decomposition Temperature	800° F, minimum

**Delivery** - The fibers shall be delivered in a sealed undamaged container with legible labels indicating material name, and lot number.

**Storage** - The fibers shall be stored in accordance with manufacturer's recommendations. The fibers shall be protected from UV radiation, contamination, or becoming wet.

**B. Mixture Design**

The formulation of the mixture shall be done using the mixture design procedure detailed in the current Materials Method 5.16, “*Asphalt Mixture Design and Mixture Verification Procedures*” and this note.

**C. PG Binder**

PG binder grade used for the production of the mixture shall be the one specified in the project documents.

## SECTION 1: ASPHALT MIX (Lot 1) (Cont'd)

### 1.31 Polymer Fibers for Asphalt Mixture (Cont'd)

#### 1.31.3 Construction

Provisions of §401-3 and §404-3, Construction Details, shall apply except as modified below:

The fibers shall be added to the asphalt mixture at a rate recommended by the fiber supplier. The minimum rate of aramid fiber added to the mix shall be 2.0 ounces per ton.

The fibers shall be added to the asphalt mixture through specialized equipment that can accurately proportion and meter, by weight of total mix, during production of asphalt mixture. The equipment shall be calibrated to the satisfaction of the Regional Materials Engineer showing the fiber is being accurately metered and uniformly distributed into the mix (visual inspection). When a batch plant is used, pre-weighed fibers bags may be added per batch to provide the designed quantity of fibers in the asphalt mixture. Additional requirements for plants are as follows:

##### A. Batch Plant

When a batch plant is used, the fibers shall be added to the aggregate in the weigh hopper and follow the manufacturer's recommendations for both the dry and wet mixing times. The fibers shall be uniformly distributed before the injection of asphalt cement into the mixture.

##### B. Drum Mixer Plant

When a drum plant is used, the fibers shall be introduced such that it does not become entangled in the exhaust system.

If there is evidence of clumps of fibers at the discharge chute or on the project, the production of asphalt mixture shall be stopped and follow the fiber manufacturer's procedures to reduce clumping.

#### 1.31.4 Payment

Payment will be made per ton of asphalt item with polymer fibers. This is an additional price on top of per ton of asphalt item price. **The minimum asphalt item quantity with polymer fibers per Purchase Order should be 500 tons unless agreed by the Contractor.**

The price bid for polymer fibers shall include all the cost of fibers, feeder, and labor for the asphalt mixture production with fibers to the satisfaction of the Resident Engineer or Authorized User's representative.

## SECTION 2: COLD PATCH (Lot 2)

### 2.1 Scope

This Bid and any resultant Contract(s) is intended to provide a procurement mechanism for bituminous concrete cold patch. Cold patch is also referred to as stockpile patch. It is a non-heated mixture of liquid bituminous material and stone of various sizes and special ingredients that allow it to be easily handled for placement in potholes, but hardens when compacted in those same potholes.

### 2.2 Special Note Regarding Items 15402.2010 and 15402.2030

Please note, items 15402.2020 and 15402.2050 were eliminated from the Invitation for Bids due to a change in the detailed specifications (SPEC). In the SPEC, item 15402.2010 covers both plant and portable pugmill produced cold patching materials and item 15402.2030 covers both plant and portable pugmill produced modified cold patching materials. As such, Contractors who used to bid for item 15402.2020 can now bid on item 15402.2010 and Contractors who used to bid for item 15402.2050 can now bid on item 15402.2030. NYSDOT facility numbers are not required for portable pugmill produced materials.

### 2.3 Method of Award

It is anticipated that award will be made to more than one Bidder for each item. However, the State is not required to make award to more than one Bidder for each item.

Bid prices will be evaluated at the time of Bid opening as specified in the following section “*Evaluation Process*”.

### 2.4 Evaluation Process

1. An "average price" per NYS DOT specification item shall be calculated from all Bids received for the region comprised of Rockland, Westchester, Bronx, Kings, New York, Queens, Richmond, Nassau, and Suffolk Counties; and a separate average price shall be calculated for the region comprised of all remaining counties. The average prices will be calculated to three decimal places. If a Bid is ultimately rejected because it did not meet specification, pricing will not be recalculated. However, in those instances where the rejected Bidder's pricing results in no awarded Bidder(s) for a geographic region, the rejected Bidder's pricing will be removed and not considered a part of the calculation. A price which is inordinately low may be deleted from the calculation if in the discretion of the Commissioner its inclusion would skew the results.
2. Any Bid that exceeds the “average price” by more than 40% will be made Award Pending unless it is apparent in the discretion of the Commissioner that application of 40% would be unreasonable due to higher market prices of a geographic location. Under such circumstances at the discretion of the Commissioner, Bids may be considered by geographic location and an average price determined to address pricing in such geographic location.
3. A “revised average price” per specification item shall be calculated after removal of those exceeding the average price increased by 40%. The “revised average price” will be calculated to three decimal places. Bid prices over the 40% criteria that have been given consideration due to geographic location will not be part of the “revised average price”. A price which is inordinately low may be deleted from the calculation if in the discretion of the Commissioner its inclusion would skew the results.
4. Any Bid that is less than or equal to the “revised average price” increased by 20% shall receive a Contract Award if they are also deemed a Responsive and Responsible Bidder. Any Bid that exceeds the “revised average price” by more than 20% will be made Award Pending.
5. Any Contractor given an “Award Pending” for any item may become eligible for award by reducing their price(s) within the parameters of paragraph #4 above. **Acceptable revised pricing for “Award Pending” items shall be considered up to eight (8) business days from the time the Contractor is notified by the Primary Contact shown in the first page of this Invitation for Bids. All pricing that was considered “Award Pending” during the award process and that did not become eligible for award after the eight-day period mentioned above will be given a “No Award” status for the remaining Contract period.**

## SECTION 2: COLD PATCH (Lot 2) (Cont'd)

### 2.4 Evaluation Process (Cont'd)

6. For the purpose of the Invitation for Bids, some items are considered "Cold Patch - Optional Items" (transportation/hauling). All other items are considered "Material Items".

**Any Bid (set of prices) for a specific plant location where all its Bid pricing for "Material Items" have been given a status of "Award Pending" will not be given an award.**

**Any Bid (set of prices) for a specific plant location that only contains Bid pricing for "Optional Items" will be rejected and will not be given an award.**

The State reserves the right to reject an obviously unbalanced Bid or to make "NO AWARD" on individual items or sub-items if individual Bid prices are deemed to be unbalanced or excessive or if an error in the Solicitation becomes evident. In such case, ranking and evaluation of Bids may be made on remaining items. Award would be made on the remaining items. The determination of an unbalanced Bid shall be at the sole discretion of the State. Options contained in this paragraph shall also be at the State's sole discretion.

All pricing recommended for award based on the above criteria will be subject to comparison to previous years pricing and current market trends.

### 2.5 Method of Ordering

Orders for the purchase of material will be placed with the Contractor whose source of supply offers the lowest ultimate cost to the State or Authorized User for the delivery specified.

The lowest ultimate cost includes the FOB Plant (or if applicable, supply location) Price, total Haul Cost (based on cost per net ton mile), and any additional Charges (ferry and/or bridge tolls). The ultimate cost for each Contractor will be computed based on the location from which the material is being supplied, not necessarily the location of the approved plant where it was manufactured.

### 2.6 Payment

Payment shall be made at Contract prices per net ton for the actual quantity of material received from the Contractor.

Payment for transportation (hauling) costs will be based on two (2) prices. One will be the contract price for transportation for 0 to 1 mile (0-1) and one will be the Contract price for any additional miles (1+).

The 0 to 1 mile price will be the Contract price for any distance traveled up to and including one mile. This 0 to 1 mile Contract price will be added to the material cost. This final figure will constitute the cost to deliver one ton of material up to one mile.

The 1+ mile price will be the Contract price for any distance traveled after the first mile. This 1+ mile Contract price will be multiplied by the total number of miles (less the first mile), added to the Contract price for 0-1 mile, and then added to the material cost. This final figure will constitute the cost to deliver one ton of material the total number of miles.

### 2.7 Pricing

Subsection 13-b of Appendix B (GENERAL SPECIFICATIONS) is modified to include provisions stated in this PRICING INFORMATION clause.

Price quoted shall be FOB the Contractor's location and includes all customs duties and charges and is FOB plant (or if applicable, other supply locations) per net ton and per net ton mile as called for herein.

Price quoted shall be to three (3) decimal places.

Price adjustments, if any, will be calculated on the basis of when the material is actually furnished.

## SECTION 2: COLD PATCH (Lot 2) (Cont'd)

### 2.8 Purchase Outside Region

Authorized Users will be able to purchase from any Contractor included in the resulting award from this Invitation for Bids. There won't be any purchasing restrictions by NYSDOT Region or by County when selecting a Contractor. Authorized Users should consider all the closest listed awardees located in their county and all the counties around them (including the surrounding counties that fall in a different NYSDOT Region) before sending the Quick Quote Form.

### 2.9 Transportation (Hauling)

Transportation (hauling) costs will be based on two (2) prices. One price will be bid for transportation for 0 to 1 mile (0-1) and another price will be bid for any additional miles (1+).

The 0 to 1 mile price will be the Bid price for any distance traveled up to and including one mile. This 0 to 1 mile Bid price will be added to the material cost. This final figure will constitute the cost to deliver one ton of material up to one mile.

The 1+ mile price will be the Bid price for any distance traveled after the first mile. This 1+ mile Bid price will be multiplied by the total number of miles (less the first mile), added to the Bid price for 0-1 mile, and then added to the material cost. This final figure will constitute the cost to deliver one ton of material the total number of miles.

#### 2.9.1 Example Transportation (Hauling)

Example for 20 miles with transportation (hauling) (i.e., FOB delivered):

Price bid for (0-1) Mile (example) =	\$2.000
Price bid for (+1) Miles (example) =	\$0.400
Price bid for Material (example) =	\$100.000
Delivery charge for (0-1) Mile or portion thereof as bid (example) =	\$2.000
Total miles to apply to (+1) Miles bid price (example) are $(20 - 1) = 19$	
Total Delivery charge for (+1) Miles as bid (example): $\$0.400 \times 19 \text{ Miles} =$	\$7.600
Total Delivery charge per ton (for the entire distance of 20 Miles) =	\$9.600
Material price as bid (example) =	\$100.000
<b>Total Cost (Delivery charge plus Material price per ton for 20 miles) =</b>	<b>\$109.600</b>

When utilizing Transportation (Hauling), price shall be FOB destination as designated by ordering Authorized User.

## SECTION 2: COLD PATCH (Lot 2) (Cont'd)

### 2.10 Monthly Asphalt Price Adjustments

a. Asphalt price adjustments allowed will be based on the November 2024 average of the F.O.B. terminal price per ton of unmodified PG 64S-22 binder without anti-stripping agent (base average F.O.B. terminal price).

The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

**The November 2024 average is \$593.000**

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

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

b. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the “Adjustment Date”, during the Contract period. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month following the adjustment date.

c. The unit prices per ton of asphalt item purchased from any award based on this specification will be subject to adjustment based on the following formula:

$$\text{Price Adjustment} = \left[ \frac{\text{New Monthly Average F.O.B. Terminal Price}}{\text{Base Average F.O.B. Terminal Price}} - 1 \right] \times \frac{\text{Total % Asphalt Plus Fuel Allowance}}{100}$$

#### NEW MONTHLY AVERAGE F.O.B. TERMINAL PRICE

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

#### BASE AVERAGE F.O.B. TERMINAL PRICE

The average F.O.B. terminal price of unmodified PG 64S-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of November 2024.

#### TOTAL % ASPHALT PLUS FUEL

The percentage of total allowable asphalt and fuel for each item is as follows:

<u>ITEM</u>	<u>% ASPHALT</u>	<u>+ FUEL ALLOWANCE</u>	<u>TOTAL % ASPHALT + FUEL ALLOWANCE</u>
15402.2010	6.00	1.00	7.00%
15402.2030	6.00	1.00	7.00%
15402.2040	6.00	1.00	7.00%

**Fuel Allowance represents allowance for energy (fuel, electricity, natural gas) used in the production of asphalt. It is a cost associated with the product and not intended to represent any trucking or hauling of product.**

## SECTION 2: COLD PATCH (Lot 2) (Cont'd)

### 2.10 Monthly Asphalt Price Adjustments (Cont'd)

d. Work performed after the expiration of the Contract, where no extension has been granted, resultant from Purchase Orders placed prior to expiration of the Contract will be based on the new average for the month in which the work is done applying the same base established for that Contract.

Asphalt price adjustments for any Contracts that are extended will be based on the new average for the month in which the work is done applying the same base established for that Contract.

e. Asphalt price adjustments allowed by this Contract shall be calculated and applied to the original prices. There will not be asphalt price adjustments unless the change amounts to more than \$0.10 per ton from the original price. In these instances, prices will revert back to the original prices.

f. All asphalt price adjustments will be computed to three decimal places.

g. Should these provisions result in a price structure which becomes unworkable, detrimental, or injurious to the State or in prices which are not truly reflective of market conditions or which are deemed by the Commissioner to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten days written notice mailed to the Contractor to terminate any Contract resulting from this Bid opening.

h. All asphalt price adjustments shall be published by the State and issued to all Contract holders whose responsibility will be to attach the appropriate State notification (based on when the work was performed) to the payment invoice submitted to the Authorized User.

#### 2.10.1 Example of Monthly Asphalt Price Adjustment

##### (Example of Positive Price Adjustment)

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

###### Item 15402.2010

Item 15402.2010 Bid Price = \$90.000 (example)

Contract Base Average Price = \$593.000 (fixed for the duration of the Contract)

Monthly New Average Price = \$603.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 15402.2010 = 7.00% (see Total % Asphalt + Fuel Allowance Chart)

###### Monthly Price Adjustment for Item 15402.2010 (example):

$$\text{Price Adjustment} = \left[ \frac{\text{New Monthly Average F.O.B. Terminal Price}}{\text{Base Average F.O.B. Terminal Price}} - 1 \right] \times \text{Total \% Asphalt (Per Ton) Plus Fuel Allowance}$$

$$(\$603.000 - \$593.000) \times 0.0700 = \$10.000 \times 0.0700 = +\$0.700 \text{ per ton}$$

Positive Price Adjustment number shall be added to original per ton Bid Price.

###### Contract price for Item 15402.2010 including the new Price Adjustment for that month (example):

Contract Price = Bid Price + Monthly Price Adjustment

Contract Price = \$90.000 + \$0.700 = **\$90.700 per ton**

## SECTION 2: COLD PATCH (Lot 2) (Cont'd)

### 2.10 Monthly Asphalt Price Adjustments (Cont'd)

#### 2.10.1 Example of Monthly Asphalt Price Adjustment (Cont'd)

##### (Example of Negative Price Adjustment)

This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

##### Item 15402.2010

Item 15402.2010\_Bid Price = \$90.000 (example)

Contract Base Average Price = \$593.000 (fixed for the duration of the Contract)

Monthly New Average Price = \$583.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 15402.2010= 7.00% (see Total % Asphalt + Fuel Allowance Chart)

##### Monthly Price Adjustment for Item 15402.2010 (example):

$$\text{Price Adjustment} = \left( \frac{\text{New Monthly Average F.O.B. Terminal Price}}{\text{Base Average F.O.B. Terminal Price}} - 1 \right) \times \text{Total % Asphalt (Per Ton) Plus Fuel Allowance}$$

$$(\$583.000 - \$593.000) \times 0.0700 = -\$10.000 \times 0.0700 = \mathbf{-\$0.700 \text{ per ton}}$$

Negative Price Adjustment number shall be subtracted from original per ton Bid Price

##### Contract price for Item 15402.2010 including the new Price Adjustment for that month (example):

Contract Price = Bid Price - Monthly Price Adjustment

Contract Price = \$90.000 - \$0.700 = **\$89.300 per ton**

### 2.11 Detailed Specifications – Cold Patch (Lot 2)

Please, see Attachment 11 – Detailed Specifications – Cold Patch & Miscellaneous Patching