



# Contract Award Notification Update

## Subject: New Contact Information - Gorman Bros., Inc.

**DATE:** November 2, 2016                      **AWARD #:** [22897](#)                      **GROUP #:** 31502

**AWARD DESCRIPTION:** Bituminous Concrete Hot Mix Asphalt and Cold Patch (Statewide)

**CONTRACT PERIOD:** April 15, 2015 – February 28, 2017

**CONTACT:** Jose DeAndres CMS 2            518-474-3024            jose.deandres@ogs.ny.gov

**CONTRACT NO.:** PC66861            **CONTRACTOR:** Gorman Bros., Inc.

Contract users are advised that Gorman Bros., Inc. (PC66861) has modified its contact information.

The new contractors' information is as follows:

PC66861	GORMAN BROS., INC. 200 Church St. Albany, NY 12202	518/462/5401 Kim Wilson Fax: 518/462-1296 E-mail: kwilson@gormanroads.com Website: www.gormanroads.com	140704840 1000013676
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All other terms and conditions remain unchanged.







# Contract Award Notification

<b>Title</b>	: <b>Group 31502 Comprehensive Bituminous Concrete (Hot Mix Asphalt and Cold Patch) (All State Agencies and Political Subdivisions) Classification Code(s):30 NYS Contract Reporter Category/Classification: Construction, Horizontal – Highways &amp; Roadways; Maintenance, repair &amp; new construction</b>
<b>Award Number</b>	: <b><u>22897</u></b> (Replaces Awards 22581 & 22647)
<b>Contract Period</b>	: <b>April 15, 2015 to February 28, 2017</b>
<b>Bid Opening Date</b>	: <b>January 14, 2015</b>
<b>Date of Issue</b>	: <b>April 16, 2015</b>
<b>Specification Reference</b>	: <b>SPEC-932 dated September 8, 2014 and as amended in the Invitation For Bids and the Purchasing Memorandums dated January 9, 2015</b>
<b>Contractor Information</b>	: <b>Appears on Page 5 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Jose De Andres Title : CMS2 Phone : 518-474-3024 E-mail : jose.deandres@ogs.ny.gov	Procurement Services - Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

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. 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.

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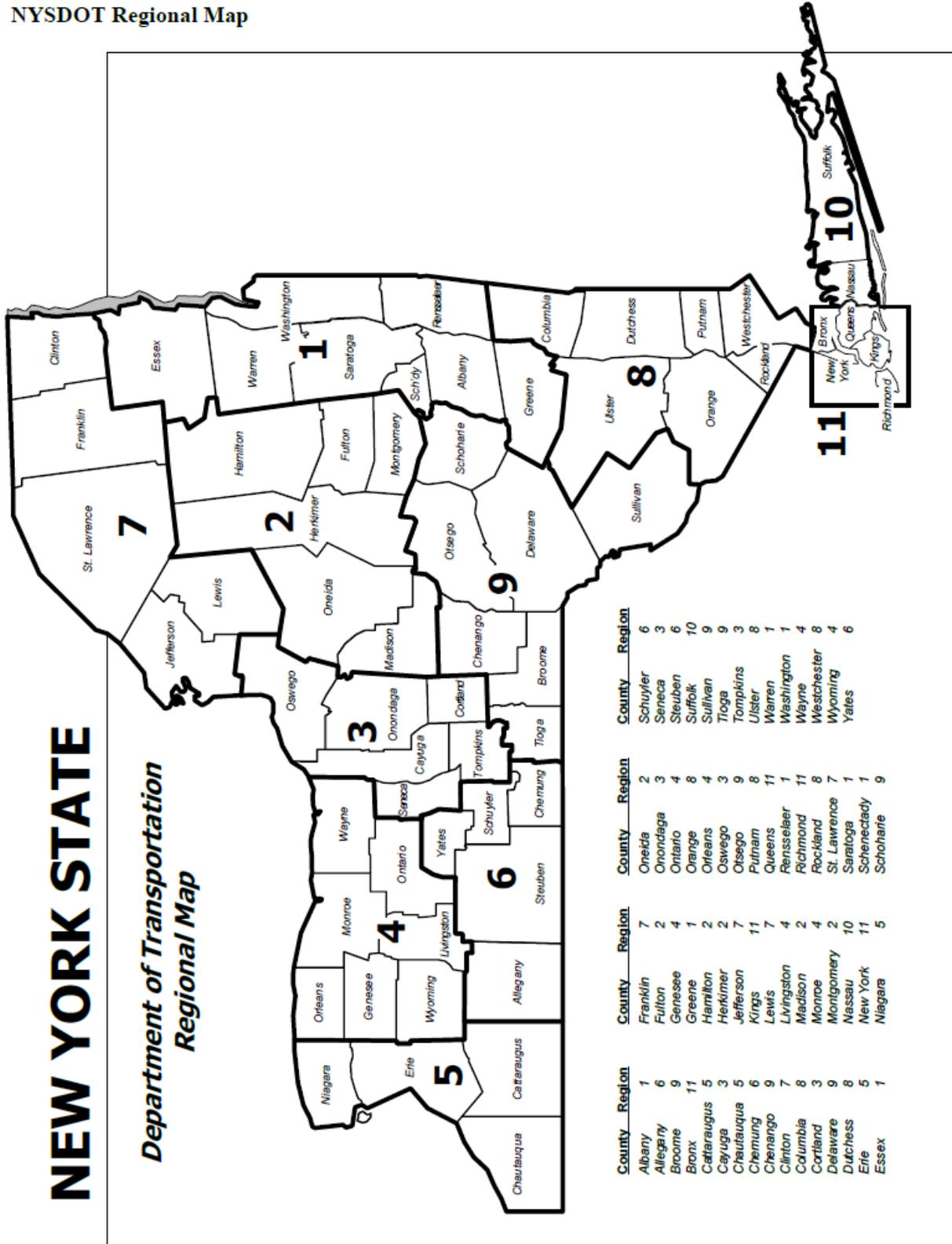
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NYS Regional Map

NYS DOT Regional Map



**SECTION 1: INTRODUCTION**

**1.1 Contractor Information**

**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED. IDENT.#</u> <u>NYS VENDOR#</u></b>
PC66839 SB	ALBANY ASPHALT & AGGREGATES CORP. 101 Dunham Drive Albany, New York 12202 <i>Accepts Procurement Card for orders up to \$15,000</i>	Phone #: (518) 434-6677 Contact: Frederic M. Stutzman Fax #: (518) 434-8638 E-mail: boxA59@aol.com Web Site: www.hudsonriverconstruction.com Toll-Free #: n/a	14-1299613 100006651
PC66840 MWBE SB	ALLIANCE PAVING MATERIALS, INC. 846 Lawrence St Rome, New York 13440 <i>Accepts Procurement Card for orders up to \$15,000</i>	Phone #: (315) 337-0795 Contact: Kimberly A. Ocuto Fax #: (315) 337-1060 E-mail: kimocuto@dreamscape.com Web Site: www.ocuto.com Toll-Free #: n/a	16-1090940 1000007743
PC66841	ASPHALT SUPPLY OF LONG ISLAND, LLC 56 Comsewogue Road East Setauket, New York 11733 <i>Accepts Procurement Card for orders up to \$15,000</i>	Phone #: (631) 473-0200 Contact: Louis Vecchia Fax #: (631) 473-0419 E-mail: lvsp1@optonline.net Web Site: n/a Toll-Free #: n/a	46-2449664 1100136087
PC66842 SB	BARRE STONE PRODUCTS, INC. 14120 West Lee Road Albion, New York 14411	Phone #: (585) 589-4481 Contact: Rachael Spearance Fax #: (585) 589-1160 E-mail: Rachaels@keelerconstruction.com Web Site: n/a Toll-Free #: n/a	16-1274400 1000007971
PC66843	BARRETT PAVING MATERIALS INC. 4530 Wetzel Road Liverpool, New York 13090 <i>Accepts Procurement Card for orders up to \$15,000</i>	Phone #: (315) 652-4585 Contact: Tom Kotary Fax #: (315) 652-4590 E-mail: tkotary@barrettpaving.com Web Site: barrettpaving.com Toll-Free #: n/a	13-3003901 1000038867
PC66844 SB	BLACK GOLD INDUSTRIES, INC 56 Pine Street East Moriches, New York 11940	Phone #: (631) 478-7421 Contact: Nick Garone Fax #: n/a E-mail: xcel123@aol.com Web Site: n/a Toll-Free #: n/a	05-0620795 1100010716

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT #</u> <u>NYS VENDOR#</u>
PC66845 SB	BROOME BITUMINOUS PRODUCTS, INC. 416 Prentice Road Vestal, New York 13850 <i>Accepts Procurement Card for orders up to \$15,000</i>	Phone #: (607)729-0498 Contact: Dan Gates Fax #: (607) 729-0853 E-mail: dgages@broomebit.com Web Site: n/a Toll-Free #: n/a	16-1275720 1000015652
PC66846 SB	BROOME-TIOGA BITUMINOUS PRODUCTS, INC. 3818 State Rte.17C Tioga, New York 13845 <i>Accepts Procurement Card for orders up to \$15,000</i>	Phone #: (607) 729-0498 Contact: Walter L. Rouse Fax #: (607) 729-0853 E-mail: waltbbpi@stny.rr.com Web Site: n/a Toll-Free #: n/a	45-1154292 1100024751
PC66847	BUFFALO CRUSHED STONE DIVISION OF NEW ENTERPRISE STONE & LIME CO., INC. 500 Como Park Boulevard Cheektowaga, New York 14227	Phone #: (716) 826-7310 Contact: Curt P. Resetarits Fax #: (716) 826-1342 E-mail: Curt P. Resetarits Web Site: buffalocrushedstone.com Toll-Free #: n/a	23-1374051 110000-8287
PC66848	CALLANAN INDUSTRIES, INC. (D/B/A IROQUOIS ROCK PRODUCTS) PO Box 15097 Albany, New York 12212-5097	Phone #: (518) 374-2222 (518) Contact: Darlene Casale Fax #: (518) 381-6775 E-mail 1: drcasale@callanan.com; E-mail 2: jelacqua@callanan.com Web Site: n/a Toll-Free #: n/a	14-1539261 1000027416
PC66849 SB	CAMBRIA ASPHALT PRODUCTS, INC 10830 Blair Rd Medina, New York 14103 <i>Accepts Procurement Card for orders up to \$15,000</i>	Phone #: (716) 438-1009, (716) Contact: Paul Pass Fax #: (585) 798-1451 E-mail: evans@cambriaasphalt.com Web Site: cambriaasphalt.com Toll-Free #: n/a	26-4502642 1100080634
PC66850	COBLESKILL STONE PRODUCTS INC 112 Rock Road Cobleskill, New York 12043	Phone #: (518) 234-0221 Contact: Shane J Strong Fax #: (518) 234-0226 E-mail: csp.shane@yahoo.com Web Site: cobleskillstoneproducts.com Toll-Free #: n/a	14-1646795 1000006949
PC66851 SB	COLARUSSO BLACKTOP, A DIVISION OF A. COLARUSSO & SON, INC. 91 Newman Rd. Hudson, New York 12534 <i>Accepts Procurement Card for orders up to \$15,000</i>	Phone #: (518) 828-3218 Contact: J.R. Heffner Fax #: (518) 828-0546 E-mail: jrj@acolarusso.com Web Site: www.acolarusso.com Toll-Free #: n/a	14-1424400 1000006693

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED. IDENT #</u> <u>NYS VENDOR#</u></b>
PC66852 SB	COLD MIX MANUFACTURING CORP. 65 Edison Avenue Mount Vernon, New York 10550 Accepts Procurement Card for orders up to \$15,000	Phone #: (718) 463-1444 Contact: John Endress Fax #: (718) 463-0292 E-mail: info@greenpatch.com Web Site: www.greenpatch.com Toll-Free #: (800) 985-9192	26-1482240 1000017489
PC66853 SB	COUNTY LINE STONE CO., INC. 4515 Crittenden Rd. Akron, New York 14001	Phone #: (716) 542-5435 Contact: Brad Buyers Fax #: (716) 542-5442 E-mail: brad@clstone.us Web Site: n/a Toll-Free #: n/a	16-0836378 1000007535
PC66854 SB	CUSHING STONE CO. INC 725 State Hwy 5S Amsterdam, New York 12010	Phone #: (518) 887-2521 Contact: James M. Loucks Fax #: (518) 887-2520 E-mail: cushingstone@cranesville.com Web Site: n/a Toll-Free #: n/a	14-0594140 1000006626
PC66855 SB	DALRYMPLE GRAVEL & CONTRACTING CO., INC. 2105 South Broadway Pine City , New York 14871 Accepts Procurement Card for orders up to \$15,000	Phone #: (607) 737-6200 Contact: Jeanne Buckbee Fax #: (607) 767-0841 E-mail: jbuckbee@dalholding.com Web Site: n/a Toll-Free #: n/a	16-0399910 1000007432
PC66856	DOLOMITE PRODUCTS COMPANY, INC. D/B/A A.L. BLADES, RAM, AND AMENIA SAND & GRAVEL 1150 Penfield Road Rochester, New York 14625	Phone #: (607) 324-3636 Contact: Jonathan Cook Fax #: (607) 324-0998 E-mail: jcook@dolomitegroup.com Web Site: n/a Toll-Free #: n/a	16-0410930 1000007433
PC66857	DUTCHESS QUARRY & SUPPLY CO., INC. 410 North Avenue Pleasant Valley, New York 12569	Phone #: (845) 635-2174 Contact: Kevin McCarthy Fax #: (845) 635-3726 E-mail: kmcca@peckham.com Web Site: www.peckham.com Toll-Free #: n/a	14-1294098 1000006649
PC66858	EASTERN MATERIALS LLC 1250 Riverfront Center Amsterdam, New York 12010 Accepts Procurement Card for orders up to \$15,000	Phone #: (518) 684-6007 Contact: Joe Tesiero Fax #: (518) 684-6009 E-mail: tesiero@cranesville.com Web Site: www.cranesville.com Toll-Free #: n/a	20-5775897 1000044380

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT.#</u> <u>NYS VENDOR#</u>
PC66859 SB	ELMIRA ROAD MATERIALS, LLC 1 County Route 77A Horseheads, New York 14845	Phone #: (607) 723-5012 x206 Contact: Jeffrey M. O'Brien Fax #: (607) 723-4982 E-mail: jeff_erm@stny.rr.com Web Site: n/a Toll-Free #: n/a	20-8422330 1000016804
PC66860	GERNATT ASPHALT PRODUCTS, INC. 13870 Taylor Hollow Road Collins, New York 14034	Phone #: (716) 861-4999 Contact: William Schmitz Fax #: (716) 532-9000 E-mail: bills@gernatt.com Web Site: www.gernatt.com Toll-Free #: n/a	16-0847121 1000007542
PC66861	GORMAN BROS., INC. 200 Church St. Albany, New York 12202	Phone #: (518) 462-5401 Contact: Nan Walsh Fax #: (518) 462-1296 E-mail: nwalsh@gormanroads.com Web Site: www.gormanroads.com Toll-Free #: (800) 332-7795	14-0704840 1000013676
PC66862	GRAYMONT MATERIALS (NY) INC. 111 Quarry Road Plattsburgh, New York 12901 Accepts Procurement Card for orders up to \$15,000	Phone #: (518) 561-5321 Contact: Mark Coombs Fax #: (518) 561-5867 E-mail: mcoombs@graymont.com Web Site: www.graymont.com Toll-Free #: n/a	93-0807111 1000009777
PC66863	HANSON AGGREGATES NY LLC 4800 Jamesville Road Jamesville, New York 13078 Accepts Procurement Card for orders up to \$15,000	Phone #: (315) 469-5501 Contact: Roger R. Hutchinson Fax #: (315) 469-3133 E-mail: Roger.Hutchinson@Hanson.com Web Site: www.lehighhanson.com Toll-Free #: n/a	16-0928494 1000028456
PC66864	INNOVATIVE MUNICIPAL PRODUCTS (US) INC. 454 River Road Glenmont, New York 12077	Phone #: (800) 387-5777 Contact: Syed Ali Fax #: (518) 729-5181 E-mail: bids@innovativecompany.com Web Site: www.innovativecompany.com Toll-Free #: (800) 257-5808	51-0375765 1000009401
PC66865 SB	JAMESTOWN MACADAM, INC. 74 Walden Ave. Jamestown, New York 14701 Accepts Procurement Card for orders up to \$15,000	Phone #: (716) 664-5108 Contact: Steve Russo Fax #: (716) 484-0100 E-mail: srusso@jamestownmacadam.com Web Site: www.jamestownmacadam.com Toll-Free #: n/a	16-0971315 1000007629

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT.# NYS VENDOR#</u>
PC66866	JOCAR ASPHALT LLC D/B/A RASON MATERIALS P.O. Box 530 Old Bethpage, New York 11804	Phone #: (631) 293-6210 Contact: Joan O'Brien Fax #: (631) 293-6849 E-mail: joanobrien@rason1.com Web Site: n/a Toll-Free #: n/a	45-4924901 1100080600
PC66867 SB	KINGS PARK ASPHALT CORP. 201 Moreland Rd, Suite 2 Hauppauge, New York 11788 Accepts Procurement Card for orders up to \$15,000	Phone #: (631) 543-7560 x17 Contact: James Farino Fax #: (631) 543-7915 E-mail: kpjack@optonline.net Web Site: n/a Toll-Free #: n/a	11-2829141 1000038022
PC66868	LAFARGE NORTH AMERICA INC. 75 Pineview Dr. Ste. 100 Amherst, New York 14228 Accepts Procurement Card for orders up to \$15,000	Phone #: (716) 505-5300 Contact: David A. Edick Fax #: (716) 505-5352 E-mail: david.edick@lafarge.com Web Site: www.lafarge-na.com Toll-Free #: n/a	58-1290226 1000009539
PC66869 SB	MORLYN ASPHALT CORP 420 Bernas Road Cochecton, New York 12726 Accepts Procurement Card for orders up to \$15,000	Phone #: (845) 888-2695 Contact: Maureen Cowger Fax #: (845) 932-8139 E-mail: maureenc@jmss.biz Web Site: www.morlynasphalt.com Toll-Free #: n/a	14-1809680 1000027942
PC66870	N.Y. MATERIALS, LLC. 29 Edison Ave. Mt. Vernon, New York 10550	Phone #: (914) 699-3370 Contact: Peter Lauer Fax #: (914) 699-4065 E-mail: peterl@greenpatch.com Web Site: n/a Toll-Free #: n/a	01-0575979 1000010879
PC66871	NEW CASTLE ASPHALT, LLC 230 Riverside Avenue Rensselaer, New York 12144 Accepts Procurement Card for orders up to \$15,000	Phone #: (518) 279-3265 Contact: Christine Sutherland Fax #: (518) 279-4260 E-mail: csutherland@rifenburg.com Web Site: n/a Toll-Free #: n/a	27-3457889 1100056556
PC66872 SB	NOEL J. BRUNELL & SON, INC 4019 Route 22 Plattsburgh, New York 12901	Phone #: (518) 561-1290 Contact: Robert N. Brunell Fax #: (518) 562-2859 E-mail: njb10000@aol.com Web Site: n/a Toll-Free #: n/a	14-1456087 1000051434

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT.#</u> <u>NYS VENDOR#</u>
PC66873	PACKAGE PAVEMENT COMPANY INC. 3530 Rt. 52 Stormville, New York 12582	Phone #: (845) 221-2224 Contact: Mike Holt Fax #: (845) 221-0433 E-mail: holt@packagepavement.com Web Site: packagepavement.com Toll-Free #: n/a	14-1395160 1000013748
PC66874	PALLETTE STONE 269 Ballard Road Wilton, New York 12831 Accepts Procurement Card for orders up to \$15,000	Phone #: (518) 584-2421 Contact: Traci Lair Fax #: (518) 584-4382 E-mail: tlair@dacollins.com Web Site: www.dacollins.com Toll-Free #: n/a	14-0951322 1000006634
PC66875	PECKHAM MATERIALS CORP. 2 Union St. Ext. Athens, New York 12015	Phone #: (518) 945-1120 Contact: Jeri Camputaro Fax #: (518) 945-1298 E-mail: jcamp@peckham.com Web Site: www.peckham.com Toll-Free #: n/a	14-1470013 1000006732
PC66876	PIKE INDUSTRIES INC. 249 Granger Road Barre, Vermont 05641	Phone #: (802) 223-3002 Contact: Tom Custeau Fax #: (802) 223-3175 E-mail: tcusteau@pikeindustries.com Web Site: www.pikeindustries.com Toll-Free #: n/a	02-0422469 1100047228
PC66877	POSILLICO MATERIALS, LLC 1750 New Highway Farmingdale, New York 11735 Accepts Procurement Card for orders up to \$15,000	Phone #: (631) 390-5706 Contact: Chuck Forte Fax #: (631) 249-8124 E-mail: cforte@posillico.com Web Site: www.posillico.com Toll-Free #: n/a	11-2528502 1000037948
PC66878 SB	PRIMA ASPHALT CONCRETE INC. 615 Furrows Road Holtsville, New York 11742 Accepts Procurement Card for orders up to \$15,000	Phone #: (631) 289-3223 Contact: Rickie Walsh Fax #: (631) 758-3958 E-mail: rwalsh@mindspring.com Web Site: n/a Toll-Free #: n/a	11-2020623 1000037859
PC66879	RCA ASPHALT, LLC. 7 Edison Ave. Mt. Vernon, New York 10550	Phone #: (914) 699-3370 Contact: Peter Lauer Fax #: (914) 699-4065 E-mail: Peter@rcaasphalt.com Web Site: www.rcaasphalt.com Toll-Free #: n/a	13-4031958 1000010879

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED. IDENT.#</u> <u>NYS VENDOR#</u></b>
PC66880	SCATT MATERIALS CORP. 44 S. 4th Street Bay Shore, New York 11706 Accepts Procurement Card for orders up to \$15,000	Phone #: (631) 586-0554 Contact: Thomas Pratt Fax #: n/a E-mail: tpratt@prattbrothers.com Web Site: n/a Toll-Free #: n/a	11-2607021 1000054341
PC66881 SB	SENECA STONE CORP. 2105 S. Broadway Pine City, New York 14871 Accepts Procurement Card for orders up to \$15,000	Phone #: (607) 737-6200 Contact: Sandra Strong Fax #: (607) 737-1056 E-mail: sstrong@dalholding.com Web Site: n/a Toll-Free #: n/a	16-1124518 1000007782
PC66882 SB	SHELBY CRUSHED STONE, INC. 10830 Blair Rd Medina, New York 14103 Accepts Procurement Card for orders up to \$15,000	Phone #: (585) 798-4501, (716) Contact: Tom Biamonte Fax #: (585) 798-1451 E-mail: evans@cambriaasphalt.com Web Site: shelbystone.com Toll-Free #: n/a	20-2421945 1000018998
PC66883 SB	SPALLINA MATERIALS, INC. PO Box 337 - 1 Conlon Avenue Mount Morris, New York 14510 Accepts Procurement Card for orders up to \$15,000	Phone #: (585) 658-2248 Contact: Todd Krenzer Fax #: (585) 658-4054 E-mail: toddkrenzer@frontiernet.net Web Site: n/a Toll-Free #: n/a	20-4484008 1000008635
PC66884	SUIT-KOTE CORPORATION 1911 Lorings Crossing Rd Cortland, New York 13045	Phone #: (315) 238-7053 Contact: Mike Murphy Fax #: (315) 238-7110 E-mail: mmurphy@suit-kote.com Web Site: www.suit-kote.com Toll-Free #: (800) 622-5636	16-1177189 1000007846
PC66885	TETZ ASPHALT, LLC 130 Crotty Road Middletown, New York 10941 Accepts Procurement Card for orders up to \$15,000	Phone #: (845) 692-4486 Contact: Joseph Tetz, Jr. Fax #: (845) 692-6838 E-mail: tetzasphalt@gmail.com Web Site: n/a Toll-Free #: (800) 736-1336	20-8397319 1000005347
PC66886 SB	THALLE INDUSTRIES, INC. 172 Route 9 Fishkill, New York 12524 Accepts Procurement Card for orders up to \$15,000	Phone #: (914) 490-7328 Contact: John J. Amato Fax #: (914) 762-5726 E-mail: jamato@thalleindustries.com Web Site: www.thalleindustries.com Toll-Free #: n/a	13-3277028 1000054739

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT.#</u> <u>NYS VENDOR#</u>
PC66887	TILCON NEW YORK INC. 162 Old Mill Road West Nyack, New York 10994 Accepts Procurement Card for orders up to \$15,000	Phone #: (845) 358-4500 Contact: Michael Keahon Fax #: (845) 818-3726 E-mail: mkeahon@tilconny.com Web Site: www.tilconny.com Toll-Free #: (800) 872-7762	06-1032119 1000036520
PC66888 SB	TRI - CITY HIGHWAY PRODUCTS INC 111 1/2 Bevier St Binghamton, New York 13901 Accepts Procurement Card for orders up to \$15,000	Phone #: (518) 294-9964 ext 128 Contact: Christina Brizzee Fax #: (518) 294-9963 E-mail: cbrizzee@lancdev.com Web Site: lancasterdevelopment.com Toll-Free #: n/a	16-1634151 1000044200
PC66889 SB	TROY SAND & GRAVEL 36 Grange Road West Sand Lake , New York 12196 Accepts Procurement Card for orders up to \$15,000	Phone #: (518) 273 - 5800 Contact: Nicholas M. DiNova Jr. Fax #: (518) 273 -6134 E-mail: ndinova@bondedconcrete.com Web Site: www.troysandandgravel Toll-Free #: n/a	20-3172003 1000055560
PC66890	UNIQUE PAVING MATERIALS CORP 3993 E 93rd Street Cleveland, Ohio 44105	Phone #: (216) 441-4880 Contact: Donald Kautzman Fax #: (216) 341-4271 E-mail: dkautzman@uniquepavingmaterials.com Web Site: www.UniquePavingMaterials.com Toll-Free #: (800) 441-4880	34-1601338 1000031353
PC66891 SB	VESTAL ASPHALT, INC. 201 Stage Road Vestal , New York 13850 Accepts Procurement Card for orders up to \$15,000	Phone #: (607) 785 3393 Contact: Joann Juliussen Fax #: (607) 785 3396 E-mail: jjuliussen@vestalaspalt.com Web Site: jjuliussen@vestalaspalt.com Toll-Free #: n/a	16-1201418 1000007868
PC66892	WILLIAM E. DAILEY, INC. 295 Airport Rd. Shaftsbury, Vermont 05262	Phone #: (518) 945-1120 Contact: Joseph Wildermuth Fax #: (518) 945-1298 E-mail: jwild@peckham.com Web Site: www.peckham.com Toll-Free #: n/a	03-0191348 1000042655

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**

**(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

## 1.2 How to Use the Contract

### How do I choose a contractor for Hot Mix Asphalt or Cold Patch?

To look for Hot Mix Asphalt or Cold Patch Contractors, please refer to the price pages published as attachments in our webpage. Those price pages contain the maximum price that the contractor can charge for each item. Through the Quick Quote process, that price may be lowered (see Section 2: Quick Quote/Price Calculation).

### May I buy from any contractor or do I have to choose only from the contractors listed in my DOT Region or county?

Using Agencies and Political Subdivisions can choose ANY of the contractors listed in this Contract Award Notification, without restrictions.

**There are no purchasing restrictions by NYSDOT Region or by County when selecting a contractor. Please consider all the closest listed awardees located in your county and all the counties around you (including the surrounding counties that fall in a different NYSDOT Region) before sending the included Quick Quote Form**

### Is it allowed for a contractor listed in this Award to increase the price included in this Contract Award Notification?

**At no time may a unit price (without the Price Adjustment) for a specific item exceed the unit price shown in this Contract Award Notification.** However, the user should be aware that this unit price doesn't include the proper Price Adjustment(s) set by the pricing information clause and the contractor is within his/her right to ask for that Price Adjustment.

### Is the Quick Quote Worksheet mandatory when using this contract?

The use of the Quick Quote Worksheet will be MANDATORY for all purchases made by any Executive Agency through the Contract(s) contained in this Contract Award Notification , with the only exception for cases where the material is being picked up by the user (at the plant). In those cases, the use of the Quick Quote will be optional (at the user's discretion).

OGS also encourages the use of the Quick Quote by Non- Executive Agencies as a way to get the best pricing possible

## 1.3 Purchase Outside Region

Before establishing a Purchase Order with any of the awardees included in this Contract Award Notification, agencies/users should send a Quick Quote to three (3) or more of the closest awardees in their area (please refer to the "quick quote" procedure, Section 2 of this document). **Any agency/user can purchase from ANY awardee included in this Contract Award Notification. There are NOT purchasing restrictions by county or NYSDOT Region.** Agencies/users should consider to make purchases outside their regional location if better pricing can be obtained.

## 1.4 Price Reductions

Contractors shall be permitted to reduce their pricing any time during the contract term. In addition, contractors may choose to offer lower prices in specific instances or for particular projects. Contractors may do so through the agencies use of the "quick quote" procedure (see Section 2 of this document).

## 1.5 Price Pages

See Hot Mix Asphalt and Cold Patch Price Pages at:

[http://www.ogs.ny.gov/purchase/spg/lists/gp\\_315.asp](http://www.ogs.ny.gov/purchase/spg/lists/gp_315.asp)

## **1.6 Small, Minority and Women-Owned Businesses**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

## **1.7 Recycled, Remanufactured and Energy Efficient Products**

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

## **1.8 Note to Authorized Users**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

## **1.9 U.S. Customary Units**

All construction and materials quantities specified are in U.S. Customary units.

## SECTION 2: QUICK QUOTE/PRICE CALCULATION

Using agencies will select the appropriate contractor to perform their particular project by using the quick quote/ price calculation worksheet.

### 2.1 Price Calculation Worksheet

Agencies may use the contract prices to complete the price calculation worksheet (the Quick Quote/Price Calculation Worksheet will be provided at the time of the award) to determine the contractor offering the most practical and economical alternative using the agency's form, function, and utility requirements. Agencies are encouraged to use the lowest bidder but if the lowest bidder is not selected, then the agency must prepare documentation for the procurement record explaining the action taken (i.e., the low contractor could not provide the product in the time frame required, contractor did not have the needed equipment, etc.).

### 2.2 Quick Quote

During the course of the award, agencies may wish to try to obtain lower prices and contractors may wish to lower their contract prices for various reasons, i.e., excess supply, slow business, etc. Each quick quote situation is unique and the price is firm for that particular project only. If bid security is a concern, the agency may require bids to be sealed and/or opened publicly.

Before establishing a Purchase Order with any of the awardees included in this Contract Award Notification, agencies/users should send a Quick Quote to three (3) or more of the closest awardees in their area (please refer to the "quick quote" procedure, Section 2 of this document). **Any agency/user can purchase from ANY awardee included in this Contract Award Notification. There are NOT purchasing restrictions by county or NYSDOT Region.** Agencies/users should consider to make purchases outside their regional location if better pricing can be obtained

**The use of the Quick Quote Worksheet will be MANDATORY for all purchases made by any Executive Agency through this Contract, with the only exception for cases where the material is being picked up by the user (at the plant). In those cases, the use of the Quick Quote will be optional (at the user's discretion).**

**Note: the Quick Quote Worksheet should be sent and received in its MS Excel format when is sent to or received from the vendor.**

OGS also encourages the use of the Quick Quote by Non- Executive Agencies as a way to get the best pricing possible.

Agencies using the quick quote are required to award to the lowest responsive bid meeting the agency's requirements outlined in the requested quote. There are no negotiations permitted following the "Quick Quote" and prices cannot be changed once offered. If award is made to other than the lowest bid, the agency must prepare detailed documentation explaining the action taken for the failure to meet requirements. (i.e., the low contractor could not provide the product in the time frame required, contractor did not have needed equipment, etc.). This explanation along with the worksheets must be made a part of the procurement record.

Contractors are not required to lower prices when they receive a quick quote. They may quote the contract price. However, **at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor during the quick quote process.**

Since asphalt price adjustments will be charged/credited to all invoices (after the work is finished), **the user and the contractor understand that the Project's Total Cost shown in the Quick Quote includes all the needed Price Adjustments for the month indicated in the Quick Quote (the month when the Quick Quote was sent to the Contractor). If the project (or part of the project) is executed in a different month than the one used to calculate the Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.**

## SECTION 3: PREVAILING WAGE RATES

### 3.1 Prevailing Wage Rates - Public Works and Building Services Contracts

Work being performed is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility.

The applicable Prevailing Wage Rate Schedule for this project is **PRC # 2014009022**

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:

<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

For Prevailing Wage Updates, use the following DOL link:

<http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt>

Links to schedule updates appear in the table at the bottom of the web page.

**IMPORTANT NOTE: The above PRC number MUST be noted on all purchase orders issued for purchases from this contract.**

### 3.2 Worker Notification – A9052; S6240

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub*\*. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from [www.labor.state.ny.us](http://www.labor.state.ny.us) or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

\* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

### 3.3 OSHA 10-Hour Construction Safety and Health Course - S1537-A

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work contracts of at least \$250,000, all laborers, workers, and mechanics working on site be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000 contain a provision of the requirement AND only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage..

Further information may be found at: [www.labor.state.ny.us/workerprotection/publicwork/PWContents.shtm](http://www.labor.state.ny.us/workerprotection/publicwork/PWContents.shtm)

## **SECTION 4: CONTRACT ADMINISTRATION**

### **4.1 Contract Amendment Process**

During the term of the Contract, the Contract may be amended by the mutual agreement of the parties.

### **4.2 Contract Administrator**

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled. Contractor may submit a Contract Administrator change by submission of a revised Contractor and Authorized Reseller Information form to the OGS Contract Administrator.

Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail through the submission of a revised Contractor and Authorized Reseller Information form to the OGS Contract Administrator.

## **SECTION 5: TERMS AND CONDITIONS**

### **5.1 Contract Term and Extension**

#### **5.1.1 Contract Term**

It is the intention of the State to enter into a contract for the term as stated on herein.

If mutually agreed between the New York State Procurement and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

#### **5.1.2 Contract Extension**

If mutually agreed upon between OGS and the Contractor, the Contract may be extended under the same terms and conditions for up to three (3) additional periods of up to one (1) year each. Extensions may be exercised on a continuing basis such as an additional three (3) month, six (6) month or twelve (12) month period. In the event a replacement Contract has not been issued at the time of Contract expiration, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one (1) month upon notice to the Contractor with the same terms and conditions as the original Contract including, but not limited to, quantities (prorated for such one (1) month extension), pricing, and Delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should the replacement Contract be issued in the interim.

### **5.2 Procurement Card**

For all purchases executed using a NYS Procurement Card, Contractor shall provide an itemized receipt with each Delivery.

### **5.3 Delivery**

Product is required as soon as possible and guaranteed delivery may be considered in making award.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency.

## **5.4 Invoicing**

Contractor invoices must include detailed line item information matching the different options outlined in the Quick Quote form to allow Authorized Users to verify that delivered pricing matches the correct price on the date of order. Contract users are instructed not to process invoices without the needed information matching the different options outlined in the Quick Quote form.

Failure to comply may result in lengthy payment delays

## **5.5 Mercury Added Consumer Products**

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

## **5.6 Environmental Attributes and NYS Executive Order 4**

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program) (EO4), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <http://www.ogs.ny.gov/EO/4/Default.asp>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

## **5.7 "OGS or Less" Guidelines Apply to This Contract**

Purchases of the Products included in this Contract Award Notification are subject to the "OGS or Less" provisions of State Finance Law §163(3)(a)(v). This means that State agencies can purchase products from sources other than the Contractor provided that such products are substantially similar in Form, Function, and Utility to the products herein and are:

1. lower in price  
and/or
2. available under terms which are more economically efficient to the State agency (e.g. Delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two (2) Business Days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to the New York State Procurement Guidelines "OGS or Less Purchases" for complete procedural and reporting requirements.

## **5.8 Extension of Use**

This contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead Contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant Contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional Discounts based on any increased volume generated by such extensions.

## **5.9 Extension of Use Commitment**

The Contractor agrees to honor all orders from State Agencies, Political Subdivisions and others authorized by law (see "Extension of Use" clause) which are in compliance with the pricing, terms, and conditions set forth in the resulting Contract document.

Any unilateral limitations/restrictions imposed by the Contractor and/or manufacturer on eligible Authorized Users will be grounds for cancellation of the Contract. If a Contract, or any portion thereof, is canceled for this reason, any additional costs incurred by the eligible purchaser will be borne by the Contractor.

## **5.10 Non-State Agencies Participation in Centralized Contracts**

New York State political subdivisions and others authorized by New York State law may participate in Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, §39 *Participation in Centralized Contracts*. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have Delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include Delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State Contracts. A list of categories of eligible entities is available on the OGS web site <http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at (518) 474-6717.

## **5.11 Emergency Purchasing**

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

## **5.12 Contract Migration**

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

### **5.13 Poor Performance**

Authorized Users should notify Procurement Services Group's Customer Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services  
NYS Procurement  
38th Floor Corning Tower  
Empire State Plaza  
Albany, NY 12242

Customer Services E-mail: [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)  
Telephone: (518) 474-6717 / Fax: (518) 474-2437

### **5.14 Disposition of Settlements**

The Office of General Services has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

## SECTION 6: HOT MIX ASPHALT

### 6.1 Scope

This contract is intended to provide a procurement mechanism for all State Agencies and Political Subdivisions to purchase Bituminous Concrete Hot Mix Asphalt.

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

### 6.2 Product Requirements

Group Specifications for each HMA material item included in this contract are set forth in Attachment – *Group Specifications #932*.

### 6.3 Minimum Order

To request optional items (e.g. paver, compaction equipment, skid steer, water tank, work zone traffic control, abrading existing pavement markings, additional flagger and pilot vehicle) from a vendor, agencies must anticipate placement of at least 500 tons per day (for each day 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 minimum quantity of 6.3 mm (Item 402.068X0218) per purchase order should be 500 tons.

### 6.4 Special Note for Ordering Item 402.068X0218

This is a special mix item which requires polymer modified asphalt. Polymer modified asphalt is not routinely used in all areas of the State and may not be readily available at the mix facility. Therefore, it is important to give producers a timely notice prior to performing the work so the polymer modified asphalt can be ordered. A minimum of one week notification should be given to the producer to ensure polymer modified asphalt will be available.

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 mm item per purchase order should be 500 tons.**

If vendors are used for placement of this mix, it is recommended to have a pre-pave meeting.

### 6.5 Pricing Information

#### 6.5.1 General

Subsection 17-b of Appendix B (GENERAL SPECIFICATIONS) is modified to include provisions stated in this PRICING INFORMATION clause.

Price includes:

- 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 (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) provided by the vendor;
- Net per project for mobilization as called for in the Contract Award Notification.
- Net per day for optional work zone traffic control (if required);

## SECTION 6: HOT MIX ASPHALT (Cont'd)

### 6.5 Pricing Information (Cont'd)

#### 6.5.1 General (Cont'd)

- Net per day for optional additional flaggers (if required);
- Net per day for optional general laborer (if required);
- Net per day for optional pilot vehicles with drivers (if required).
- Net per each additional construction signs (if required) including signs, sign supports, installation, relocation, and removal;
- Net per linear foot for abrading the existing pavement markings by the vendor with work zone traffic control by the owner (if required) at 4 inches wide of pavement markings actually abraded by the vendor. 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 vendor with work zone traffic control by the vendor (if required) at 4 inches wide of pavement markings actually abraded by the vendor. 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.

**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).**

Lower Pricing - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

#### 6.5.2 Insurance

Price includes the following insurance coverage costs. In particular, price includes:

- Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence;
- Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident;
- Each requirement should be reviewed carefully. (Please see Attachment – Insurance Requirements for detailed insurance requirements.)

Owners and Contractors Protective Insurance Coverage (OCP) shall be a separate price and shall only be included when specifically called for by an ordering agency. If any Authorized User, in particular the New York State Department of Transportation (NYSDOT), also requires Owners and Contractors Protective Insurance Coverage (OCP) in addition to the above-referenced insurance, the vendor must supply it. The request for OCP shall be indicated by the Authorized User on the Quick Quote/ Price Calculation Worksheet. All Quick Quotes submitted must state the cost for such coverage which will be included as part of the Total Cost per Project and evaluated accordingly by the Authorized User.

The charge for OCP insurance will be used to determine the lowest cost for the project. The OCP insurance required shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate. OCP requirements should be reviewed carefully. (Please see Attachment – Insurance Requirements for detailed insurance requirements.)

SECTION 6: HOT MIX ASPHALT (Cont'd)

6.5 Pricing Information (Cont'd)

6.5.3 Purchase Outside Region

Before establishing a Purchase Order with any of the awardees included in this Contract Award Notification, agencies/users should send a Quick Quote to three (3) or more of the closest awardees in their area (please refer to the "quick quote" procedure, Section 2 of this document). **Any agency/user can purchase from ANY awardee included in this Contract Award Notification. There are NOT purchasing restrictions by county or NYSDOT Region.** Agencies/users should consider to make purchases outside their regional location if better pricing can be obtained

6.5.4 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 ordering agency.

6.5.4.1 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 x 19 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>

6.5.5 Asphalt Price Adjustments

- a. Asphalt price adjustments allowed will be based on the November 1, 2014 average of the F.O.B. terminal price per ton of unmodified PG 64-22 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 1, 2014 average is \$629.000 (Base Average F.O.B. Terminal Price)**

**SECTION 6: HOT MIX ASPHALT (Cont'd)**

**6.5.5 Asphalt Price Adjustments (Cont'd)**

**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 hot mix asphalt (HMA) purchased from any award based on this specification will be subject to adjustment based on the following formula:

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

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

The average F.O.B. terminal price for unmodified PG 64-22 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 64-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of November 1, 2014.

**TOTAL % ASPHALT PLUS FUEL**

The percentage of total allowable asphalt and fuel for each item is as follows (see table next page)

**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%
402.03810118	6.85	1.00	7.85%
402.03820118	6.85	1.00	7.85%
402.03830118	6.85	1.00	7.85%
402.03890118	6.85	1.00	7.85%
402.058902	8.25	1.00	9.25%
402.09XX02	6.20	1.00	7.20%
402.12XX02	5.50	1.00	6.50%
402.19XX02	4.90	1.00	5.90%
402.25XX02	4.50	1.00	5.50%
402.068X0218	6.70	1.00	7.70%

**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 6: HOT MIX ASPHALT (Cont'd)**

**6.5.5 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 receive the asphalt price adjustments applicable in effect during the last month of the 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 agency.

**6.5.5.1 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 402.03810118

Item 402.03810118 Bid Price = \$70.000 (example)

Contract Base Average Price = \$629.000 (fixed for the duration of the contract)

Monthly New Average Price = \$639.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 402.03810118 = 7.85% (see Total % Asphalt + Fuel Allowance Chart)

Monthly Price Adjustment for Item 402.03810118 (example):

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

$(\$639.000 - \$629.000) \times 0.0785 = \$10.000 \times 0.0785 = +\$0.785 \text{ per ton}$

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

Contract price for Item 402.03810118 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**

**SECTION 6: HOT MIX ASPHALT (Cont'd)**

**6.5.5 Asphalt Price Adjustments (Cont'd)**

**6.5.5.1 Example of Monthly Asphalt Price Adjustment**

**(Example of Negative Price Adjustment)**

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

Item 402.03810118

Item 402.03810118 Bid Price = \$70.000 (example)

Contract Base Average Price = \$629.000 (fixed for the duration of the contract)

Monthly New Average Price = \$619.000 (example, it changes each month)

Total % Asphalt plus Fuel for Item 402.03810118 = 7.85% (see Total % Asphalt + Fuel Allowance Chart)

Monthly Price Adjustment for Item 402.03810118 (example):

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

$(\$619.000 - \$629.000) \times 0.0785 = -\$10.000 \times 0.0785 = \mathbf{-\$0.785 \text{ per ton}}$

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

Contract price for Item 402.03810118 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**

**6.5.6 Periodic Price Adjustment (PPI Price Adjustment)**

**Every three months the base bid prices for materials** shown in the initial Contract Award Notification may be adjusted in accordance with changes in the US Bureau of Labor Statistics (BLS). **The PPI Price Adjustment doesn't apply to any optional items, only to material items.**

**This adjustment may go up or down.**

The "Base" month for calculations shall be **March 2014.**

**The PPI value for March 2014 is 262.3.**

(Price adjustments 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:

**PPI PRICE ADJUSTMENT CALCULATION METHOD:**

$\text{PPI Price Adjustment (per ton)} = \frac{\left( \begin{array}{l} \text{BLS PPI for the Month} \\ \text{Used for Calculation} \end{array} - \begin{array}{l} \text{Base BLS PPI for} \\ \text{March 2014} \end{array} \right) \times \text{Material Bid Price} \times \left( \begin{array}{l} \text{Difference} \\ \text{100\% Material} \\ \text{Minus} \\ \text{Total \% Asphalt} \\ \text{+ Fuel Allowance} \end{array} \right)}{\text{Base BLS PPI for March 2014}}$
---

These periodic price adjustments shall be published (via a Purchasing Memorandum) by the Office of General Services. These will be posted on the website under the award number.

**SECTION 6: HOT MIX ASPHALT (Cont'd)**

DIFFERENCE (100% MATERIAL –TOTAL % ASPHALT PLUS FUEL ALLOWANCE)

<u>ITEM</u>	<u>GRADE/ DESCRIPTION</u>	<u>TOTAL % ASPHALT + FUEL ALLOWANCE</u>	<u>DIFFERENCE (100% Material - Total % Asphalt + Fuel Allowance)</u>	<u>QUARTERLY PPI PRICE ADJUSTMENT PERCENTAGE</u>
302.01	Bitum Stabilized Course	3.75%	96.25%	<b>TO BE PUBLISHED QUARTERLY AT www.ogs.ny.gov</b>
402.03810118	Misc Patching F1	7.85%	92.15%	
402.03820118	Misc Patching F2	7.85%	92.15%	
402.03830118	Misc Patching F3	7.85%	92.15%	
402.03890118	Misc Patching F9	7.85%	92.15%	
402.058902	Shim Course F9	9.25%	90.75%	
402.09XX02	9.5 Superpave	7.20%	92.80%	
402.12XX02	12.5 Superpave	6.50%	93.50%	
402.19XX02	19 Superpave	5.90%	94.10%	
402.25XX02	25 Superpave	5.50%	94.50%	
402.068X0218	6.3 Polymer Mod HMA	7.70%	92.30%	

The BLS values will be “Not Seasonally Adjusted”. The BLS index used for price calculations is:

<b><u>For Product</u></b>
Producer Price Index (PPI)
Series ID: PCU 21231-21231
Industry: Stone Mining & Quarrying
Product: Stone Mining & Quarrying

The applicable dates for implementation are:

DATES FOR IMPLEMENTATION:

<b>BLS Month Used for Calculation</b>	<b>Effective Date for Adjustment</b>	<b>PPI Base Month</b>
April 2015	June 1, 2015	March 2014
July 2015	September 1, 2015	March 2014
October 2015	December 1, 2015	March 2014
January 2016	March 1, 2016	March 2014
April 2016	June 1, 2016	March 2014
July 2016	September 1, 2016	March 2014
October 2016	December 1, 2016	March 2014

**SECTION 6: HOT MIX ASPHALT (Cont'd)**

**6.5.6.1 Example of Periodic Price Adjustment (PPI Price Adjustment)**

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

Item 402.03890118

Item 402.03890118 Bid Price = \$75.000 (example)

Total % Asphalt plus Fuel for Item 402.03890118 = 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 PPI for March 2014 (Base BLS) = 257.6 (fixed for the duration of the contract)

US Bureau of Labor Statistics PPI for April 2015 = 267.6 (example, not real data)

Periodic Price Adjustment for Item 402.03890118 effective June 1, 2015(example):

PPI Price Adjustment (per ton)	=	BLS PPI for the Month Used for Calculation	-	Base BLS PPI for March 2014	X	Material Bid Price	X	Difference 100%Material Minus Total % Asphalt + Fuel Allowance
		Base BLS PPI for March 2014						

$PPI\ Increase = (267.6 - 257.6) / 257.6 = 0.0388$  (or a 3.88% increase)

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

$\$75.000 \times 0.0388 = \$2.91000$

Because PPI Adjustments are only applied to material without asphalt:

$PPI\ Price\ Adjustment\ (per\ ton) = \$2.91000 \times 0.9215$  (or 92.15%) = \$2.6816

Contract price for Item 402.03890118 including the new PPI Price Adjustment (example):

Contract Price = Bid Price + PPI Price Adjustment

Contract Price = \$75.000 + \$2.6816 = \$77.682 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 6: HOT MIX ASPHALT (Cont'd)**

**6.6 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, 402-4 and 402-5 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 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 owner agency (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 engineer or agency authorized individual.

Payment for abrading the existing pavement markings, with work zone traffic control by the vendor (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 engineer or agency authorized individual. No separate payment will be made for work zone traffic control when this item is used.

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 6: HOT MIX ASPHALT (Cont'd)

6.7 QAF (Quality Units)

The Quality Adjustment Factor will be 1.0 for all material produced under this contract for any agency other than NYSDOT.

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	\$70
2	\$75
3	\$70
4	\$70
5	\$80
6	\$75
7	\$75
8	\$85
9	\$70
10	\$115
11	\$115

6.8 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 vendor will not be responsible for nuclear density testing.

Use a standard Performance-Graded Binder (PG Binder) appropriate for the county in which the mix shall be used, as specified in Table 6-4 Performance Graded Binder Selection of the Comprehensive Pavement Design Manual (CPDM). Chapter 6 of the CPDM, latest version (Revision 6, dated May 14, 2014) can be found at <https://www.dot.ny.gov/divisions/engineering/design/dqab/cpdm/repository/chapter6.pdf>.

Standard 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 hot mix asphalt mixtures under this CONTRACT AWARD NOTIFICATION. 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 µm 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.

## SECTION 6: HOT MIX ASPHALT (Cont'd)

### 6.9 Optional Items

To request one or more of the optional items from a vendor, 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.

Equipment offered by the vendor shall meet the requirements of Section 400 of the Specifications. All pavers shall meet the requirements of Section 402-3.02 HMA Pavers of the Specifications. Vendors 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 402-3.06 Spreading and Finishing. All rollers shall meet the requirements of the Specifications, Section 402-3.04 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 vendor is advised that, due to the nature of Hot Mix 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 vendor shall be responsible for fuel and repairs for all supplied equipment.

Payment for PER DAY items is stated under clause "Payment". No payment shall be made for days required to deliver the equipment to the project site or to return the equipment to the vendor'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 vendor shall not be entitled to payment for days where work is not started due to inclement weather.

#### 6.9.1 Optional Equipment/Item List

- Hot mix asphalt (HMA) Paver with operator capable of simultaneously paving mainline and shoulders from 16 feet to 20 feet wide (exact width required to be specified at the time of order).
- Hot mix asphalt (HMA) Paver with operator and screed person capable of simultaneously paving mainline and shoulders from 16 feet to 20 feet wide (exact width required to be specified at the time of order).
- Work Zone Traffic Control (WZTC)
- 10-Ton Static Roller
- 10-Ton Static Roller with Operator
- 10-Ton Vibratory Roller
- 10-Ton Vibratory Roller with Operator
- Skid Steer with Milling Head
- Skid Steer with Milling Head with Operator
- Water Tank
- Water Tank with Operator
- Optional Pilot Vehicle with Driver
- Optional Flagger
- Optional General Laborer
- Optional Additional Construction Sign
- Abrading Existing Pavement Markings with Work Zone Traffic Control by the Owner
- Abrading Existing Pavement Markings with Work Zone Traffic Control by the Vendor

### 6.10 Mobilization

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

**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.

## SECTION 6: HOT MIX ASPHALT (Cont'd)

### 6.11 Flaggers

Flaggers may be requested by agencies if work by a Flaggers is initially expected to last at least half a day. The price per Flaggers per day includes all costs of providing a flagger where directed by the Engineer or agency authorized individual with all the necessary safety equipment, i.e. stop/slow paddle, flag, vest, hardhat. Payment shall be by the day for each Flaggers 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 Engineer or agency authorized individual (see clause "Payment").

### 6.12 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 per General Laborer per day includes all costs of providing a General Laborer where directed by the Engineer or agency authorized individual 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 Engineer or agency authorized individual (see clause "Payment").

### 6.13 Optional Work Zone Traffic Control

The vendor shall submit per day for work zone traffic control as prescribed by this specification. When requesting price quotations from the vendors, the purchasing agency may at their option, include work zone traffic control by the vendor for the specific project anticipated.

If optional work zone traffic control is included in the project request, the vendor shall be responsible for work zone traffic control. Traffic shall be controlled in accordance with Sections 619-1 through 619-3 of the Standard Specifications, the Manual of Uniform Traffic Control Devices (MUTCD), and as described herein **including modifications to the Standard Specifications**. The vendor shall submit a Work Zone Traffic Control Plan for approval to the Resident Engineer or agency authorized individual at the Pre-Paving Conference. For two-way roadways, Figures TAST-C1R, TAST-C2R, TAST-C3R, TAST-C4R, TAST-C5R, TAST-C7R, TAST-C1UL, TAST-C2UL, TAST-C3UL, TAST-C4U, TAST-C7UL, TAST-C1UH, TAST-C2UH, TAST-C3UH, and TAST-C7UH (see the NYSDOT Work Zone Traffic Control Drawings included in this Contract Award Notification as an attachment) may be used as a basis for development of a Work Zone Traffic Control Plan. For one-way roadways, Figures TAST-C5UL, TAST-C6UL, TAST-C8UL, TAST-C5UH, TAST-C6UH, and TAST-C8UH may be used as a basis for development of a Work Zone Traffic Control Plan. For one-way Freeways or Expressways, Figures TAST-E1, TAST-E2, TAST-E3, TAST-E4, TAST-E5, TAST-E6, and TAST-E7 may be used as a basis for development of a Work Zone Traffic Control Plan.

All necessary flaggers for work zone traffic control shall be provided by the vendor. 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 vendor 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 agency authorized individual.

The vendor 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 Vendor shall install the following permanent construction signs supplemented by temporary signs as needed (see table next page):

SECTION 6: HOT MIX ASPHALT (Cont'd)

6.13 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 ½ 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.

\*\*All signs should maintain an absolute minimum spacing of 200' rural or 100' urban. 500' is preferred on rural and 300' 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 Vendor 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 vendor 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 vendor 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' x 4" temporary yellow markings are used instead of full barrier pavement markings.**

## SECTION 6: HOT MIX ASPHALT (Cont'd)

### 6.13.1 Special Note: Temporary Pavement Markings

The Vendor 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 ft. cycle to delineate the centerline location.

The State or political sub division is responsible for the final pavement markings unless otherwise indicated in the contract. If the vendor 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 state or political subdivision has completed installing the final pavement markings. The state or political sub division 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 state has completed installing the final pavement markings, whichever comes first. If permanent pavement marking cannot be installed within 14 days of the project completion, state or political subdivision 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 included in the prices per day for optional work zone traffic control. No separate payment shall be made.

### 6.13.2 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 Contract Award Notification:

#### 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 or no more than a few minutes. If the W20-7a Flagger sign is required, the additional cones and flag tree shall also be used.

For additional details on Flagger Enhanced Setups, see Work Zone Traffic Control drawings included in this Contract Award Notification as an attachment.

**SECTION 6: HOT MIX ASPHALT (Cont'd)**

**6.14 Additional Flaggers for Work Zone Traffic Control**

If the Resident Engineer or agency authorized individual 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 vendor is responsible for work zone traffic control under this Contract Award Notification, the vendor shall provide additional Flaggers under the Flaggers item. The price per Flaggers per day includes all costs of providing a Flaggers where directed by the engineer or agency-authorized individual with all the necessary safety equipment, i.e. stop/slow paddle, flag, vest, hardhat, etc. Payment shall be by the day for each Flaggers provided (see clause "Payment").

**6.15 Optional Pilot Vehicle with Drivers**

If required by the Resident Engineer or agency authorized individual, the vendor shall provide sufficient two-way radio equipped pilot vehicles with drivers 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.

**6.16 Optional Additional Construction Signs**

If the Resident Engineer or agency authorized individual determines that more permanent construction signs are necessary than those called out under the Optional Work Zone Traffic Control section and the vendor is responsible for work zone traffic control under this Contract Award Notification, the vendor 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 engineer or agency authorized individual. The price per additional sign includes all costs of providing the signs as indicated by the Resident Engineer or agency authorized individual, the sign supports, installation, relocation, and removal at locations ordered by the Resident Engineer or agency authorized individual. Payment shall be made by the number of additional construction sign installed.

**6.17 Abrading Existing Pavement Markings with Work Zone Traffic Control by the Owner**

If the vendor, with the concurrence of the Resident Engineer or agency authorized individual, determines that it is necessary for the performance of the HMA resurfacing, the vendor 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 engineer or agency authorized individual. Care shall be taken to avoid damage to passing traffic. All damage to passing traffic caused by the vendor's operations shall be the vendor's responsibility. Traffic will be controlled by the owner.

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 for pavement marking abrading includes all labor, materials, and equipment required to abrade the existing pavement markings to the satisfaction of the engineer or agency authorized individual.

**SECTION 6: HOT MIX ASPHALT (Cont'd)**

**6.18 Abrading Existing Pavement Markings with Work Zone Traffic Control by the Vendor**

If the vendor, with the concurrence of the Resident Engineer or agency authorized individual, determines that it is necessary for the performance of the HMA resurfacing, the vendor 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 engineer or agency authorized individual. Care shall be taken to avoid damage to passing traffic. All damage to assign traffic caused by the vendor's operations shall be the vendor's responsibility. Traffic will be controlled by the vendor.

The vendor shall place temporary pavement markings as specified elsewhere in this Contract Award Notification under optional work zone traffic control, unless the HMA will be placed the same day as pavement markings are abraded. During the pavement markings abrading operation, traffic will be controlled by the vendor in accordance with the MUTCD. The vendor shall submit a proposed Work Zone Traffic Control Plan to the engineer or agency authorized individual for approval. The plan may be based on the Work Zone Traffic Control drawings included in this Contract Award Notification 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 for pavement marking abrading includes all labor, materials and equipment required to abrade the existing pavement markings and properly control traffic to the satisfaction of the Resident Engineer or agency authorized individual.

**6.19 Optional General Laborer**

If required by the Resident Engineer or agency authorized individual, the vendor shall provide general laborer. Payment shall be by the day for each general laborer provided (see clause "Payment").

## **SECTION 7: COLD PATCH**

### **7.1 Scope**

This contract 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.

### **7.2 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.

### **7.3 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.

### **7.4 Pricing Information**

#### **7.4.1 General**

Subsection 17-b of Appendix B (GENERAL SPECIFICATIONS) is modified to include provisions stated in this PRICING INFORMATION clause.

Price 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.

Lower Pricing - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

## SECTION 7: COLD PATCH (Cont'd)

### 7.4.2 Insurance

Price includes the following insurance coverage costs. In particular, price includes:

- Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence;
- Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident;
- Each requirement should be reviewed carefully. (Please see Attachment 04 – Insurance Requirements for detailed insurance requirements.)

Owners and Contractors Protective Insurance Coverage (OCP) shall be a separate price and shall only be included when specifically called for by an ordering agency. If any Authorized User, in particular the New York State Department of Transportation (NYSDOT), also requires Owners and Contractors Protective Insurance Coverage (OCP) in addition to the above-referenced insurance, the vendor must supply it. The request for OCP shall be indicated by the Authorized User on the Quick Quote/ Price Calculation Worksheet. All Quick Quotes submitted must state the cost for such coverage which will be included as part of the Total Cost per Project and evaluated accordingly by the Authorized User. The charge for OCP insurance will be used to determine the lowest cost for the project. The OCP insurance required shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

OCP requirements should be reviewed carefully. (Please see Attachment 04 – Insurance Requirements for detailed insurance requirements.)

### 7.4.3 Purchase Outside Region

Before establishing a Purchase Order with any of the awardees included in this Contract Award Notification, agencies/users should send a Quick Quote to three (3) or more of the closest awardees in their area (please refer to the “quick quote” procedure, Section 2 of this document). **Any agency/user can purchase from ANY awardee included in this Contract Award Notification. There are NOT purchasing restrictions by county or NYSDOT Region.** Agencies/users should consider to make purchases outside their regional location if better pricing can be obtained

### 7.4.4 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.

**SECTION 7: COLD PATCH (Cont'd)**

**7.4.4.1 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 x 19 Miles = \$7.600

Total Delivery charge per ton (for the entire distance of 20 Miles) = \$9.600

Material price as bid (example) = \$100.000

**Total Cost (Delivery charge plus Material price per ton for 20 miles) = \$109.600**

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

**7.4.5 Asphalt Price Adjustments**

- a. Asphalt price adjustments allowed will be based on the November 1, 2014 average of the F.O.B. terminal price per ton of unmodified PG 64-22 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 1, 2014 average is \$629.000 (Base Average FOB Terminal Price)**

**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 hot mix asphalt (HMA) purchased from any award based on this specification will be subject to adjustment based on the following formula:

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

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

The average F.O.B. terminal price for unmodified PG 64-22 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.

**SECTION 7: COLD PATCH (Cont'd)**

**7.4.5 Asphalt Price Adjustments (Cont'd)**

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

The average F.O.B. terminal price of unmodified PG 64-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of November 1, 2014.

**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.**

- 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 receive the asphalt price adjustments applicable in effect during the last month of the 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 agency.

**SECTION 7: COLD PATCH (Cont'd)**

**7.4.5 Asphalt Price Adjustments (Cont'd)**

**7.4.5.1 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 = \$629.000 (fixed for the duration of the contract)

Monthly New Average Price = \$639.000 (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):

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

$(\$639.000 - \$629.000) \times 0.0700 = \$10.000 \times 0.0700 = \mathbf{+\$0.700 \text{ per ton}}$

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**

**(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 = \$629.000 (fixed for the duration of the contract)

Monthly New Average Price = \$619.000 (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 402.03810118 (example):

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

$(\$619.000 - \$629.000) \times 0.0700 = -\$10.000 \times 0.0700 = \mathbf{-\$0.700 \text{ per ton}}$

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**

**SECTION 7: COLD PATCH (Cont'd)**

**7.5 Detailed Specifications – Cold Patch**

Please, see Attachment – Detailed Specifications – Cold Patch.

**SECTION 8: CONTRACT PERFORMANCE REPORT**

**State of New York  
Office of General Services  
Procurement Services  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** “**Product**” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_

\_\_\_\_\_

(over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

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Corning Tower - Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*