





# Contract Award Notification

<b>Title</b>	: <b>Group 31555 – Comprehensive Liquid Bituminous Materials (Asphalt Emulsions, Chip Seal, Cold Recycling, Joint &amp; Crack Filler/Sealer, Microsurfacing and/or Quick Set Slurry Seal, and Paver Placed Surface Treatment – Conventional &amp; Rubber Modified) (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>23001</u></b> (Replaces Award 22787)
<b>Contract Period</b>	: <b>April 1, 2016 to March 31, 2018</b>
<b>Bid Opening Date</b>	: <b>December 02, 2015</b>
<b>Date of Issue</b>	: <b>April 1, 2016</b>
<b>Specification Reference</b>	: <b>SPEC-933 dated October 8, 2015 and as amended in the Invitation For Bids and the Purchasing Memorandums dated November 23, 24 &amp; 25, 2015</b>
<b>Contractor Information</b>	: <b>Appears on Page 8 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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**Procurement Services values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

Liquid Bituminous Materials are divided in several groups: Asphalt Emulsions, Joint & Crack Filler/Sealer and several pavement preventive/corrective maintenance treatments including Chip Seal, Cold Recycling, Heater Scarification, Microsurfacing and/or Quick Set Slurry Seal and Paver Placed Surface Treatment.

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**ATTACHMENTS**

- Asphalt Emulsions Price Pages
- Chip Seal Price Pages
- Cold Recycling Price Pages
- Joint & Crack Filler/Sealer Price Pages
- Microsurfacing and/or Quick Set Slurry Seal Price Pages
- Paver Placed Surface Treatment Price Pages
- Quick Quote/ Price Calculation Worksheet - Asphalt Emulsions
- Quick Quote/ Price Calculation Worksheet - Chip Seal
- Quick Quote/ Price Calculation Worksheet - Cold Recycling
- Quick Quote/ Price Calculation Worksheet - Joint & Crack Filler/Sealer
- Quick Quote/ Price Calculation Worksheet - Microsurfacing and/or Quick Set Slurry Seal
- Quick Quote/ Price Calculation Worksheet - Paver Placed Surface Treatment
- Group Specifications #933
- Detailed Specifications
- NYSDOT Work Zone Traffic Control Drawings

**Note:** All these documents can be found at:  
<http://www.ogs.ny.gov/purchase/spg/awards/3155523001Can.htm>

SECTION 1: CONTRACTOR INFORMATION

1.1 Contractor Information

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

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT. #</u> <u>NYS VENDOR #</u>
PC67360	ALL STATES ASPHALT, INC. 325 Amherst Road Sunderland, MA 01375	888/343-9620 Jason Massey Fax: 413/665-9018 E-mail: jasonm@asmg.com Website: www.asmg.com	042216868 1000011021
PC67361 SB WBE	ANNSEAL, INC. 130 Main Street, Suite 3 Johnson City, NY 13790	607/797-3737 Douglas Luke Fax: 607/797-2877 E-mail: tdarling@annseal.com	030435899 1000005228
PC67362 SB	BOTHAR CONSTRUCTION, LLC. 170 East Service Road Binghamton, NY 13901	607/723-5012 ext 215 Tom Witteman Fax: 607/723-4982 E-mail: tom@botharconst.com Website: www.botharconst.com	161570429 1000008391
PC67363	CALLANAN INDUSTRIES, INC. PO Box 15097 Albany, NY 12212	518/436-8916 John Stutzman Fax: 518/434-8638 E-mail: jstutzman@callanan.com E-mail: elacqua@callanan.com Website: www.callanan.com	141539261 1000027416
<b>AWARD PENDING</b>	CRAFCO, INC. 6165 West Detroit Street Maricopa, AZ 85226 <i>Accepts Procurement Card for orders up to \$15,000</i>	610/264/7541 David Adams Fax: 610/266/1871 E-mail: David.Adams@crafco.com Website: www.crafco.com	860324978 1000009735
PC67365	GORMAN BROS., INC. 200 Church St. Albany, NY 12202	518/472-9342 Diane Crandall Fax: 518/462-1296 E-mail: dcrandall@gormanroads.com Website: www.gormanroads.com	140704840 1000013676

**SECTION 1: CONTRACTOR INFORMATION**

**1.1 Contractor Information (Cont'd)**

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

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT. #</u> <u>NYS VENDOR #</u>
PC67366 SB	JULIEANN SHOVE, INC. d/b/a CHAMPION ASPHALT MAINTENANCE 5724 Eddy Ridge Road Williamson, NY 14589	315/589-7953 Deborah Shove Fax: 315/589-3349 E-mail: championasphalt7953@yahoo.com	205160209 1000044369
PC67367	MAXWELL PRODUCTS, INC. 650 South Delong Street Salt Lake City, UT 84104 <i>Accepts Procurement Card for orders up to \$15,000</i>	518/450-9820 Rick Stone Fax: 801/972-5536 E-mail: rstone@maxwellproducts.com Website: www.maxwellproducts.com	870319315 1100150193
PC67368	MIDLAND ASPHALT MATERIALS, INC. 640 Young Street Tonawanda, NY 14150 <i>Accepts Procurement Card for orders up to \$15,000</i>	716/692-0730 ext 4418 Tim McNally Fax: 716/692-0613 E-mail: tmcnally@midlandasphalt.com Website: www.midlandasphalt.com	260038619 1000017447
PC67369 SB	NOEL J. BRUNELL & SON, INC. 4019 Route 22 Plattsburgh, NY 12901	518/561-1290 Robert N. Brunell Fax: 518-562-2859 E-mail: njb10000@aol.com	141456087 1000051434
PC67370	PECKHAM MATERIALS CORP. 2 Union St. Ext. Athens, NY 12015	518/945-1120 Jeri Camputaro Fax: 518/945-1298 E-mail: jcamp@peckham.com Website: www.peckham.com	141470013 1000006732
PC67371	PECKHAM ROAD CORPORATION 375 Bay Road, Suite 100 Queensbury, NY 12804	518/792-3157 Mark Petramale Fax: 518/792-3138 E-mail: mpetr@peckham.com Website: www.peckham.com	133493213 1000006385

**SECTION 1: CONTRACTOR INFORMATION**

**1.1 Contractor Information (Cont'd)**

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT. #</u> <u>NYS VENDOR #</u>
PC67372 SB	SEALCOAT USA, INC. 79 Pembroke Dr. Yonkers, NY 10710 <i>Accepts Procurement Card for orders up to \$15,000</i>	914/961-3817 Ryan Landeck Fax: 914/961-3817 E-mail: ryan.landeck@gmail.com Website: www.sealcoatusa.com	300309733 1100003000
PC67373	SEALCOATING, INC. 825 Granite Street Braintree, MA 02184 <i>Accepts Procurement Card for orders up to \$15,000</i>	781/428-3419 David Wuori Fax: 781/428-3430 E-mail: dwuori@sealcoatinginc.com Website: www.sealcoatinginc.com	043520246 1100086105
PC67374	SUIT-KOTE CORPORATION 1911 Lorings Crossing Rd. Cortland, NY 13045	800/622-5636 315/238-7053 Mike Murphy Fax: 315/238-7110 E-mail: mmurphy@suit-kote.com Website: www.suit-kote.com	161177189 1000007846
<b>AWARD PENDING</b> SB	TARVIA SEAL CORPORATION 6265 East Taft Road North Syracuse, NY 13212 <i>Accepts Procurement Card for orders up to \$15,000</i>	315/458-1399 Robert Martino Fax: 315/452-0941 E-mail: tarviaseal@aol.com Website: www.tarviaseal.com	161030010 1000015235
PC67376 SB	THOS. H. GANNON & SONS, INC. 372 Middle Country Rd Middle Island, NY 11953	631/205-0060 Shawn Thom Fax: 631/205-0073 E-mail: sthom@asphaltpavingsystems.com	112280296 1000043171
PC67377 SB	VESTAL ASPHALT, INC. 201 Stage Road Vestal, NY 13850 <i>Accepts Procurement Card for orders up to \$15,000</i>	607/748-9093 Chris Musser Fax: 607/785-3396 E-mail: cmusser@vestalaspalt.com	161201418 1000007868

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

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 NEW YORK STATE PROCUREMENT.

## **1.2 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.

## **1.3 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).

## **1.4 Poor Performance**

Authorized Users should notify NYS Procurement'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

## **1.5 Debriefing**

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

## SECTION 2: HOW TO USE THE CONTRACT

### 2.1 Introduction – Important Note

Using Agencies and Political Subdivisions can choose **any of the contractors listed in this Contract Award Notification (Pages 8 to 10)**. **Contractors not listed in this Contract Award Notification cannot be chosen or included in the Quick Quote process involving a purchase through this particular contract. Also the only items that can be purchased through this contract are the one listed in the price pages.**

To look for a specific Liquid Bituminous Material Treatment, please refer to the price pages which are published as attachments in our website. **These price pages contain the maximum price that the contractor can charge for each item.**

### 2.2 Quick Quote Process

Using agencies will select the appropriate contractor to perform their particular treatment project, **by following the Quick Quote process established within the contract** (using the specific quick quote worksheet for that treatment).

A copy of the Quick Quote/Price Calculation Worksheet can be found at:  
[http://www.ogs.ny.gov/purchase/spg/lists/gp\\_315.asp](http://www.ogs.ny.gov/purchase/spg/lists/gp_315.asp)

Once in there, click the corresponding Award # and go to the specific Quick Quote form for that treatment, 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.).

**Important Note: Users can purchase from any contractor listed in the price pages from any of the NYSDOT Regions/Counties. There are no purchasing restrictions by NYSDOT Region or by County when selecting a contractor. Users should consider all the closest listed awardees located in their county and all the counties around it (including the surrounding counties that fall in a different NYSDOT Region) before sending the included Quick Quote Form. The Quick Quote should be sent electronically (email) to all the selected awardees for their response.**

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.

**The use of the Quick Quote Worksheet will be MANDATORY for all purchases made by any Executive Agency through the Contract(s) contained in the 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.

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 2: HOW TO USE THE CONTRACT (Cont'd)

### 2.3 Frequently Asked Questions

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

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

**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 for that treatment 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

## SECTION 3: PRICE PAGES

### **3.1 Asphalt Emulsions Price Pages**

See *Asphalt Emulsion Price Pages* at:

<http://www.ogs.ny.gov/purchase/spg/awards/3155523001Can.htm>.

### **3.2 Chip Seal Price Pages**

See *Chip Seal – Conventional & Fiber Reinforced Price Pages* at:

<http://www.ogs.ny.gov/purchase/spg/awards/3155523001Can.htm>.

### **3.3 Cold Recycling Price Pages**

See *Cold Recycling Price Pages* at:

<http://www.ogs.ny.gov/purchase/spg/awards/3155523001Can.htm>.

### **3.4 Joint & Crack Filler/Sealer Price Pages**

See *Joint & Crack Filler/Sealer Price Pages* at:

<http://www.ogs.ny.gov/purchase/spg/awards/3155523001Can.htm>.

### **3.5 Microsurfacing and/or Quick Set Slurry Seal Price Pages**

See *Microsurfacing and/or Quick Set Slurry Seal Price Pages* at:

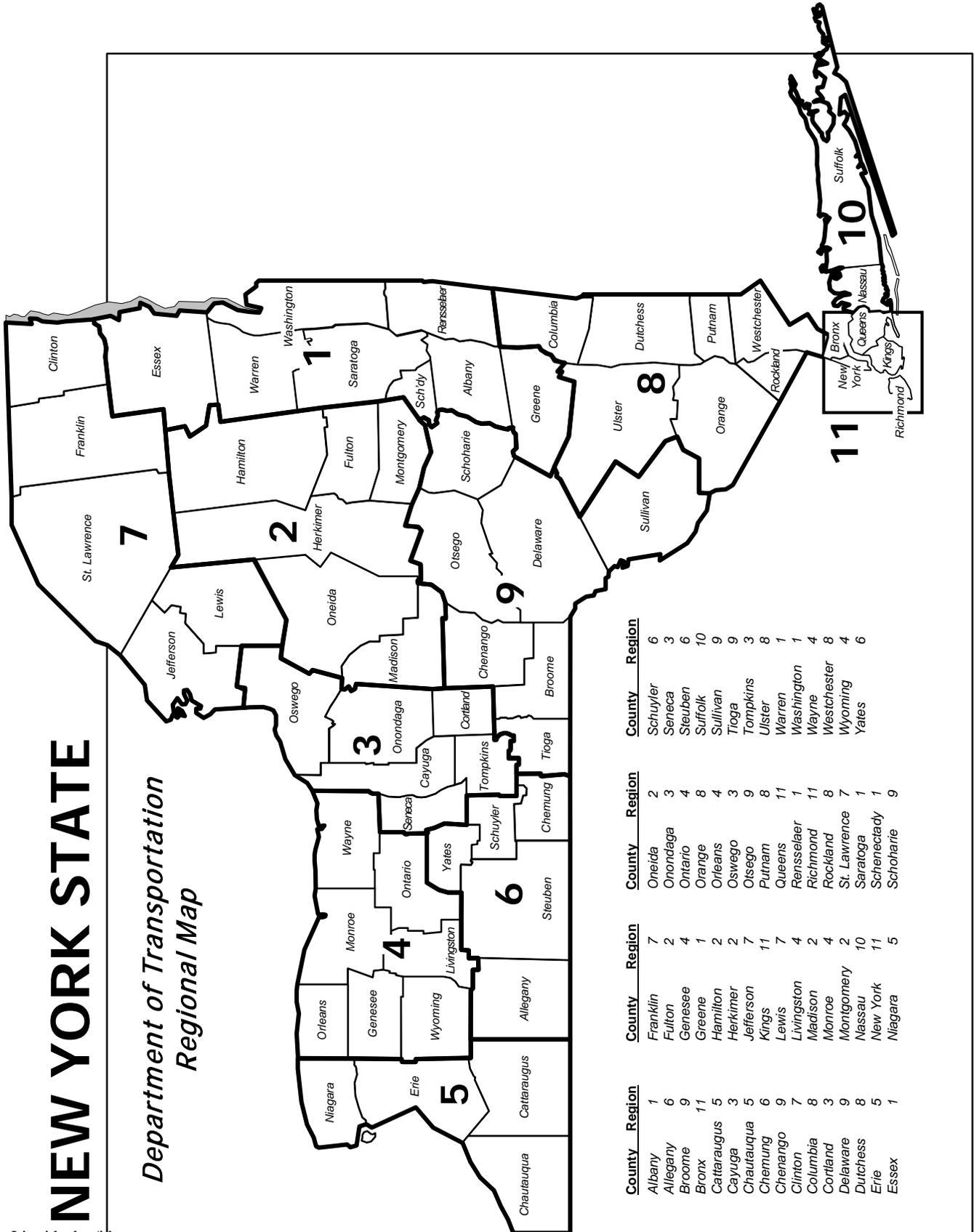
<http://www.ogs.ny.gov/purchase/spg/awards/3155523001Can.htm>.

### **3.6 Paver Placed Surface Treatment – Conventional & Rubber Modified Price Pages**

See *Paver Placed Surface Treatment – Conventional & Rubber Modified Price Pages* at:

<http://www.ogs.ny.gov/purchase/spg/awards/3155523001Can.htm>.

SECTION 4: NYSDOT REGIONAL MAP



# NEW YORK STATE

Department of Transportation  
 Regional Map

County	Region	County	Region	County	Region	County	Region
Albany	1	Franklin	7	Oneida	2	Schuyler	6
Allegany	6	Fulton	2	Onondaga	3	Seneca	3
Broome	9	Greene	4	Ontario	4	Steuben	6
Bronx	11	Hamilton	1	Orange	8	Suffolk	10
Cattaraugus	5	Livingston	2	Orleans	4	Sullivan	9
Cayuga	3	Montroe	2	Seneca	3	Tioga	9
Chautauqua	5	Livingston	7	Oswego	9	Tompkins	3
Chenung	6	Livingston	11	Oswego	9	Ulster	8
Clinton	9	Lewis	7	Putnam	8	Warren	1
Columbia	7	Livingston	4	Rensselaer	11	Washington	1
Delaware	8	Madison	2	Rockland	1	Wayne	4
Dutchess	3	Monroe	4	Rockland	8	Westchester	8
Dutchess	9	Montgomery	4	St. Lawrence	7	Wyoming	4
Erie	8	Nassau	2	Saratoga	4	Yates	6
Essex	5	New York	10	Schenectady	1		
	1	Niagara	11	Schoharie	9		

## SECTION 5: CONTRACT ADMINISTRATION

### 5.1 Contract Amendment Process

- A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. “Updates” are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new products at the same or better price level is an example of an update. “Amendments” are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.
- B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.
- C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.
- D. All modifications proposed by Contractor, shall be processed in accordance with Appendix C, Contract Modification Procedure. The Contractor shall submit all requests in the form and format contained in Appendix C, Contract Modification Procedure.  
The form contained within Appendix C is subject to change at the sole discretion of OGS.
- E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, §27

### 5.2 Contract Administrator

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Contract Administrator shall be set forth in Attachment 02 – *General Questions*. 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 6: TERMS AND CONDITIONS

### 6.1 Contract Term and Extension

#### 6.1.1 Contract Term

It is the intention of the State to enter into a contract for the term as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

#### 6.1.2 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.

### 6.2 Request for Change

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, New York State Procurement prior to effectuation.

### 6.3 Note to Contractor

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

### 6.4 Contract Payments

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See Appendix B, OGS General Specifications

### 6.5 Estimated Quantities

The historical dollar value for each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Agencies will be encouraged to purchase from Contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner.

**SECTION 6: TERMS AND CONDITIONS (Cont'd)**

**6.6 Delivery**

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 and, if applicable, from the Office of General Services, NYS Procurement.

It is the responsibility of the agency to ascertain quantities shipped are accurate to the delivery ticket. Each vehicle should be checked for product upon arrival and prior to departure.

**6.7 Invoicing**

**6.7.1 Procurement Card Receipts**

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

**6.7.2 Invoices**

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.

**6.8 Default (Failure to Furnish Material)**

Clause "Product Delivery" of Appendix B is modified as follows: Delivery shall be made within ten days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. Failure to furnish material within ten days after receiving order or as agreed upon with authorized representative or violation of shipping instructions, shall be cause for and entitle the State (1) to damages which in its judgment have resulted, or (2) to purchase in the open market at the expense of the Contractor. At the discretion of the State, one or both of these courses of action may be followed.

**6.9 Report of Contract Purchases**

Contractor shall furnish three (3) reports containing total sales for both State agency and authorized non-state agency contract purchases no later than fifteen (15) days after the end of the each report period as follows:

<b>Report</b>	<b>From</b>	<b>To</b>	<b>Report Due Before</b>
1st	04/01/2016	12/31/2016	01/15/2017
2nd	01/01/2017	08/31/2017	09/15/2017
3rd	09/01/2017	03/31/2018	04/15/2018

In addition to Contractor direct sales, Contractor shall submit sales information for all Authorized Resellers where such Contract sales are provided by other than the Contractor. Contractors shall specify if any Authorized Resellers are NYS Certified Minority and/or Women Owned Businesses Enterprises (MWBEs). Contractor shall verify such status through the Empire State Development directory of Minority and Women Owned Businesses at:  
<http://www.esd.ny.gov/MWBE/directorySearch.html>

The report is to be submitted electronically via e-mail in Microsoft Excel to the Office of General Services – Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The template for the report will be provided by OGS and the information included will be the **minimum** information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis shall be considered poor performance in accordance with Section "Poor Performance" and may result in Contract cancellation and designation of Contractor as non-responsible.

## SECTION 6: TERMS AND CONDITIONS (Cont'd)

### 6.10 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.

### 6.11 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. Vendors may do so through the agency's use of the "Quick Quote/Price Calculation" worksheet.

### 6.12 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 NYS Procurement's Customer Services at (518) 474-6717.

### 6.13 "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.

### 6.14 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/EO4/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.

## SECTION 6: TERMS AND CONDITIONS (Cont'd)

### 6.15 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, suspension or termination of Contract.

For evaluation purposes, the Prevailing Wage Rate Schedule for this contract is **PRC # 2015010902 (read note below)**

**IMPORTANT NOTE: Authorized Users MUST obtain a separate PRC # for each purchase from this contract where prevailing wage rates apply. The PRC # provided in this contract is for information and evaluation purposes only.**

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.

#### **Worker Notification**

Labor Law § 220(3-a)(a)(ii) 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.

#### **OSHA 10-Hour Construction Safety and Health Course**

Labor Law § 220-h 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)

#### **Living Wage**

An Authorized User subject to a local law establishing a "living wage", such as Section 6-109 of the New York City Administrative Code, is required to ensure the Contractor sought to be hired complies with such local law. If the pay rate(s) for a job title(s) as set forth in Appendices 7 through 13 – Price Pages is less than the local law "living wage," then the Authorized User subject to such local law cannot use this Contract for such job title(s). Local laws, however, are not a term and condition of the OGS contract.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

**6.16 Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and New York State Certified Minority-And Women-Owned Business Enterprises**

**I. General Provisions**

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority- and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- C. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

**II. Contract Goals**

- A. For purposes of this procurement, OGS conducted a comprehensive search and determined that this contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials.  
The directory of New York State Certified MWBEs can be viewed at:  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>.  
Additionally, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- B. Good Faith Efforts  
Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:
  - (1) A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.
  - (2) A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
  - (3) Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
  - (4) A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
  - (5) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
  - (6) Other information deemed relevant to the request.

**III. Equal Employment Opportunity (EEO)**

A. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy.

B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor submitted a staffing plan on Form EEO 100 to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories. Contractor shall complete the Staffing plan form and submit it as part of their contract.

C. Form EEO 101 - Workforce Employment Utilization Report (“Workforce Report”)

EITHER: Contractor agrees it will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

OR: Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest..

**ALL FORMS ARE AVAILABLE AT:** <http://www.ogs.ny.gov/MWBE/Forms.asp>

**6.17 Extension of Use**

Any Contract resulting from this IFB 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.

**6.18 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 rejection of the bid or 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.

**6.19 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.

## SECTION 6: TERMS AND CONDITIONS (Cont'd)

### 6.20 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.

### 6.21 Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

### 6.22 New York State Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.0 Bundle 18, operating on PeopleTools version 8.49.33. The State is planning to upgrade to PeopleSoft Financials version 9.2 sometime in 2015. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure goods and services in SFS. This application provides catalog capabilities. Vendors with centralized contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. There are no fees required for a Vendor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: [www.sfs.ny.gov](http://www.sfs.ny.gov) and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

### 6.23 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: TERMS AND CONDITIONS (Cont'd)

### 6.24 Use of Recycled or Remanufactured Materials

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Contract Award Notification. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

### 6.25 Mercury Added Consumer Products

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

### 6.26 Bulk Delivery and Alternate Packaging

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

### 6.27 Surplus/Take-Back/Recycling

- A. A State agency is reminded of its obligation to comply with the NY State Finance Law §§ 167, Transfer and Disposal of Personal Property, and 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.
- B. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section III below for specific requirements governing electronic equipment recycling.
- C. The NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: <http://www.dec.ny.gov/chemical/65583.html>.
- D. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

## SECTION 7: GROUP - ASPHALT EMULSIONS

### 7.1 Introduction

Asphalt emulsions are liquid bituminous materials (asphalt cement, water and an emulsifying agent) which are applied either separately or with crushed stone to seal the surface of highway pavements. Asphalt emulsions are also applied as tack coats in conjunction with highway pavement resurfacing with bituminous concrete materials.

### 7.2 Pricing Information

#### 7.2.1 General

Clause 15(b) of Appendix B has been modified to read, “Price with the exception of F.O.B. Storage Facility shown herein includes material cost and cost to furnish, heat, haul, deliver and apply with Contractor's equipment.”

The price (mile and gallon range) for a specific job will be calculated at the same rate. This rate will be determined by finding the one category that applies to the total miles and gallons per job. For example, a job that is 11 miles from the plant will be calculated at the same rate per gallon for each mile (from 1 to 11) that is indicated in the 11-25 mile column herein, rather than on a cumulative basis. Similarly, a job that is 16 miles from the plant and required 4,000 gallons over a two-day period would be calculated using the 11-25 mile row and the 1,001-3,000 gallon range since it would be presumed that equal quantities would be applied each day.

**Price for optional Self-propelled Aggregate Spreader with Operator** is net per day per spreader with operator and includes mobilization.

**Price for optional 10-ton Pneumatic Tire Roller with Operator** is net per day per 10-ton pneumatic tire roller with operator and includes mobilization.

**Excess Time Charge for All Items except Material Designation 702-XXXXT, Diluted and Straight Tack Coat**  
This is the charge for each 15-minute period or portion thereof for a delay attributable to the receiving agency after scheduled delivery time. Excess time charges do not apply while Contractor is unloading and/or applying material. They only apply when Contractor is delayed by the receiving agency.

#### **Hourly Charge for Material Designation 702- XXXXT, Diluted and Straight Tack Coat**

This is the charge per hour that an Asphalt Emulsion distributor truck is on the project commencing at the scheduled start time indicated by the receiving agency and ending when the receiving agency has indicated to the distributor truck operator that no more Tack Coat is needed for the day. No deduction of time spent applying tack coat shall be made from the payment of the hourly charge. No adjustment shall be allowed for work hours longer than the standard work day. Excess Time Charge does not apply to Material Designation 702- XXXXT, Diluted and Straight Tack Coat.

It is inherent in the application of Tack Coat that the distributor applies tack coat for a very short period of time and then must wait until the emulsion breaks and the Hot Mix Asphalt is placed over the tack coat before Tack Coat may be applied at another location on the project. To fairly compensate Contractors for expenses incurred during long periods of inactivity where Tack Coat distributor trucks and operators must be in stand-by mode on the project, an hourly charge for time actually spent on the project after the scheduled starting time has been introduced. This hourly charge is for time spent on the project, both applying tack coat and waiting to apply tack coat.

#### 7.2.2 Insurance

Price includes the following insurance coverage costs:

- 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.)

**SECTION 7: GROUP - ASPHALT EMULSIONS (Cont'd)**

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. Note that pricing for OCP is not required to be bid and is not a requirement for award; however, Contractor understands and agrees that 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 Contractor must supply it. The request for OCP shall be indicated by the Authorized User on the Quick Quote/ Price Calculation Worksheet. If that is the case, all Quick Quotes submitted by Contractors 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 (please notice that the Quick Quote submitted will only have to show how much the OCP insurance coverage cost will be for the Authorized User, the Contractor doesn't need to either provide or buy the actual OCP insurance until it is notified by the Authorized User that its Quick Quote resulted in an award for that project).

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.)

**7.3 Asphalt Price Adjustments – Asphalt Emulsions**

**7.3.1 General**

- a. Asphalt price adjustments allowed will be based on the September 1, 2015 average of the F.O.B. terminal price per ton of unmodified PG 64S-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

**The September 1, 2015 average is \$521.000**

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

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

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

Price Adjustment (per gallon)	=	$\frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average Terminal Price}}{235}$	X	Total Allowable Petroleum %
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Positive Price Adjustment number shall be added to original per gallon Price.  
Negative Price Adjustment number shall be subtracted from original per gallon Price.

**New Monthly Average F.O.B. Terminal Price**

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

**Base Average F.O.B. Terminal Price**

The average F.O.B. terminal price of unmodified PG 64S-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of September 1, 2015.

SECTION 7: GROUP - ASPHALT EMULSIONS (Cont'd)

**Total Allowable Petroleum**

The percentage of total allowable petroleum for each item is as follows:

<b>Material Designation</b>	<b>Grade</b>	<b>Asphalt %</b>	<b>Petroleum Allowance %</b>	<b>Total Allowable Petroleum %</b>
702-0700	18-60	100.0	0.2	100.2%
702-3001	RS-1	55.0	1.7	56.7%
702-3002	RS-1h	55.0	1.7	56.7%
702-3101	RS-2	63.0	2.7	65.7%
702-3102	HFRS-2	63.0	2.7	65.7%
702-3201	MS-2	65.0	8.2	73.2%
702-3301	HFMS-2	65.0	8.2	73.2%
702-3401	HFMS-2h	65.0	2.7	67.7%
702-3402	HFMS-2s	65.0	8.2	73.2%
702-3501	SS-1	57.0	0.2	57.2%
702-3601	SS-1h	57.0	0.2	57.2%
702-3101P	RS-2p	63.0	2.7	65.7%
702-3102P	HFRS-2p	63.0	2.7	65.7%
702-4001	CRS-1	60.0	2.7	62.7%
702-4002	CRS-1h	60.0	2.7	62.7%
702-4101	CRS-2	65.0	2.7	67.7%
702-4201	CMS-2	65.0	10.2	75.2%
702-4301	CMS-2h	65.0	10.2	75.2%
702-4401	CSS-1	57.0	0.2	57.2%
702-4501	CSS-1h	57.0	0.2	57.2%
702-4601	CQS-1h	62.0	0.2	62.2%
702-4001P	CRS-1p	60.0	2.7	62.7%
702-4101P	CRS-2p	65.0	2.7	67.7%
702-4601P	CQS-1p	62.0	0.2	62.2%
702-XXXXT	Diluted Tack Coat	40.0	0.2	40.2%

Note: For Material Designation 702-XXXXT Straight Tack Coat, use Total Allowable Petroleum % for appropriate emulsion grade

Asphalt Price Adjustments will not be allowed for materials which do not have an asphalt cement base.

- 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 \$0.010 per gallon 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: GROUP - ASPHALT EMULSIONS (Cont'd)**

**7.3.2 Asphalt Price Adjustment – Asphalt Emulsions: Example**

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

Material Designation 702-3101

Base Average Price = \$521.000

New Average Price = \$531.000

% Total Allowable Petroleum = 65.7%

$$\begin{array}{|c|} \hline \text{Price} \\ \text{Adjustment} \\ \text{(per gallon)} \\ \hline \end{array} = \frac{(531.000 - 521.000)}{235} \times \begin{array}{|c|} \hline 0.657 \\ \hline \end{array}$$

$$\begin{array}{|c|} \hline \text{Price} \\ \text{Adjustment} \\ \text{(per gallon)} \\ \hline \end{array} = \begin{array}{|c|} \hline +\$0.028 \text{ per gallon} \\ \hline \end{array}$$

Positive Price Adjustment number shall be added to original per gallon Price.

Negative Price Adjustment number shall be subtracted from original per gallon Price.

**7.4 Minimum Order**

The absolute minimum order is 500 gallons for each Material Designation unless agreed by the Contractor.

Note: In a case where a project requires several days to be completed, this minimum order of 500 gallons doesn't apply to the last day of work needed to complete the project.

**7.5 Payment**

Payment shall be made at contract price per gallon for the actual quantities of liquid bituminous material furnished to and verified by the receiving agency. This determination as to quantities involved in any contract shall be accepted as final and binding upon the Contractor. A delivery slip stating quantities shall accompany each shipment. An invoice shall be sent promptly by the Contractor to the engineer of the region or to the State Agency placing the order. Measurement shall be based on the volume of the liquid bituminous material at a temperature of 60° F. All invoices shall show an allowance for temperature above 60° F. The temperature - volume correction to obtain the correct volume at 60° F shall be 0.00025 gallons per °F for all asphalt emulsions. The method to be used for volume corrections for other petroleum products shall be the method and coefficients of expansion given in the "Standard Petroleum Tables, A.S.T.M. D1250." The price per unit for other than "Specific Projects" arrived at (mutually estimated) by the Contractor and the using agency on the Quick Quote/Price Calculation Worksheet or the price per unit resultant from the actual average daily production, whichever is less, shall be the price per unit paid to the Contractor. No additional payment shall be due to the Contractor for production rates that are not equal to the rate upon which the calculation work sheet price was based.

**7.6 Detailed Specifications – Asphalt Emulsions**

All Liquid Bituminous Materials furnished and/or applied, shall be in accordance with Specifications for Bituminous Materials in book entitled New York State Department of Transportation, Standard Specifications, most current version, and all current addenda

## SECTION 8: GROUP - CHIP SEAL

### 8.1 Introduction

Conventional chip seal is a pavement preventive maintenance treatment which consists of single-sized stone embedded in a liquid bituminous material. The liquid bituminous material seals cracks in the existing pavement and the stone provides a high-friction wearing surface.

Fiber reinforced chip seal is a single course bituminous surface treatment consisting of asphalt emulsion, in-place chopped fibers and coarse aggregate applied to a paved surface

### 8.2 Pricing Information

#### 8.2.1 General

Clause 15(b) of Appendix B has been modified to include the following:

Price shall be FOB the Contractor's location per square yard for chip seal. Price for cover sand shall be in place at the project location for cover sand. Price shall be FOB the Contractor's location per gallon for the liquid bituminous material (used for chip seal and fog sealing). The price per square yard for the chip seal and for cover sand shall include the cost of work zone traffic control.

Price for additional flaggers (if required) shall be net per day (to the nearest quarter day) for additional flaggers. Price for optional pickup sweeper(s) (if required) shall be net per day (to the nearest quarter day) for optional pickup sweeper(s) with operator(s). Price for abrading existing pavement markings with work zone traffic control by the Contractor (if required) shall be net per linear foot at 4 inches wide of pavement markings to be abraded. This price shall include all costs for pavement marking abrading including all labor, materials, and equipment necessary to abrade the pavement markings and to properly control traffic.

The Contractor is to furnish all necessary labor and equipment to complete the work under this contract including work zone traffic control. Permanent pavement striping will be the responsibility of the State or political subdivision upon completion of the chip seal after the Contractor has vacated the project site.

Price for Mobilization from Contractor's Location to Project Location and to Heat, Haul and Apply Bituminous Material with Contractor's Equipment

Price for mobilization from Contractor's location to project location shall be net per square yard of accepted chip seal in place performed at the locations indicated by the State's Resident Engineer or political subdivision's representative. Price for heating, hauling and applying bituminous material from Contractor's location to project location shall be net per gallon of bituminous material incorporated in the completed chip seal in place.

#### 8.2.2 Insurance

Price shall include the following insurance coverage costs:

- 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. Note that pricing for OCP is not required to be bid and is not a requirement for award; however, Contractor understands and agrees that 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 Contractor must supply it. The request for OCP shall be indicated by the Authorized User on the Quick Quote/ Price Calculation Worksheet. If that is the case, all Quick Quotes submitted by Contractors 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 (please notice that the Quick Quote submitted will only have to show how much the OCP insurance coverage cost will be for the Authorized User, the Contractor doesn't need to either provide or buy the actual OCP insurance until he is notified by the Authorized User that his Quick Quote resulted in an award for that project).

**SECTION 8: GROUP - CHIP SEAL (Cont'd)**

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.)

**8.3 Asphalt Price Adjustments – Chip Seal**

**8.3.1 General**

- a. Asphalt price adjustments allowed will be based on the September 1, 2015 average of the F.O.B. terminal price per ton of unmodified PG 64S-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

**The September 1, 2015 average is \$521.000**

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

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

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

Price Adjustment (per gallon)	=	$\frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average Terminal Price}}{235}$	X	Total Allowable Petroleum %
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Positive Price Adjustment number shall be added to original per gallon Price.  
 Negative Price Adjustment number shall be subtracted from original per gallon Price.

**New Monthly Average F.O.B. Terminal Price**

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

**Base Average F.O.B. Terminal Price**

The average F.O.B. terminal price of unmodified PG 64S-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of September 1, 2015.

SECTION 8: GROUP - CHIP SEAL (Cont'd)

**Total Allowable Petroleum**

The percentage of total allowable petroleum for each item is as follows:

<b>Material Designation</b>	<b>Grade</b>	<b>Asphalt %</b>	<b>Petroleum Allowance %</b>	<b>Total Allowable Petroleum %</b>
702-0700	18-60	100.0	0.2	100.2%
702-3001	RS-1	55.0	1.7	56.7%
702-3002	RS-1h	55.0	1.7	56.7%
702-3101	RS-2	63.0	2.7	65.7%
702-3102	HFRS-2	63.0	2.7	65.7%
702-3201	MS-2	65.0	8.2	73.2%
702-3301	HFMS-2	65.0	8.2	73.2%
702-3401	HFMS-2h	65.0	2.7	67.7%
702-3402	HFMS-2s	65.0	8.2	73.2%
702-3501	SS-1	57.0	0.2	57.2%
702-3601	SS-1h	57.0	0.2	57.2%
702-3101P	RS-2p	63.0	2.7	65.7%
702-3102P	HFRS-2p	63.0	2.7	65.7%
702-3301P	HFMS-2p	65.0	8.2	73.2%
702-4001	CRS-1	60.0	2.7	62.7%
702-4002	CRS-1h	60.0	2.7	62.7%
702-4101	CRS-2	65.0	2.7	67.7%
702-4201	CMS-2	65.0	10.2	75.2%
702-4301	CMS-2h	65.0	10.2	75.2%
702-4401	CSS-1	57.0	0.2	57.2%
702-4501	CSS-1h	57.0	0.2	57.2%
702-4601	CQS-1h	62.0	0.2	62.2%
702-4001P	CRS-1p	60.0	2.7	62.7%
702-4101P	CRS-2p	65.0	2.7	67.7%
702-4601P	CQS-1p	62.0	0.2	62.2%
702-XXXXT	Diluted Tack Coat	40.0	0.2	40.2%

Note: For Material Designation 702-XXXXT Straight Tack Coat, use Total Allowable Petroleum % for appropriate emulsion grade

Asphalt Price Adjustments will not be allowed for materials which do not have an asphalt cement base.

- 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 \$0.010 per gallon 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.

**SECTION 8: GROUP - CHIP SEAL (Cont'd)**

- 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.

**8.3.2 Asphalt Price Adjustment – Chip Seal: Example**

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

Material Designation 702-3101P  
Base Average Price = \$521.000  
New Average Price = \$531.000  
% Total Allowable Petroleum = 65.7%

Price Adjustment (per gallon)	=	$\frac{(531.000 - 521.000)}{235}$	X	0.657
Price Adjustment (per gallon)	=	+\$0.028 per gallon		

Positive Price Adjustment number shall be added to original per gallon Price.  
Negative Price Adjustment number shall be subtracted from original per gallon Price.

**8.4 Payment**

Payment for chip seal in place shall be made at the contract price per unit for the actual number of square yards of chip seal in place including work zone traffic control, the actual number of square yards of cover sand in place (if used) at the project location including work zone traffic control, the actual number of gallons of asphalt emulsion for the chip seal and the fog seal (if used) at 60° F verified by the State or receiving political subdivision and used in the accepted portion of the work. Payment for additional flaggers (if required) will be made based on the number of days (computed to the nearest quarter day) that additional flaggers are utilized as directed by the engineer or agency authorized individual. Payment for optional pickup sweepers (if required) will be made based on the number of days (computed to the nearest quarter day) that optional pickup sweepers are utilized as directed by the engineer or agency authorized individual. Payment for abrading existing pavement markings with work zone traffic control by the Contractor (if required) will be made based on the number of linear feet at 4 inches wide of pavement markings actually abraded as directed by the engineer or agency authorized individual. The determination as to quantities involved in any contract shall be accepted as final and binding upon the Contractor. A delivery slip stating quantities of liquid bituminous material shall accompany each shipment. An invoice listing the quantities of chip seal and cover sand in place (if used) and liquid bituminous material used for the chip seal and the fog seal (if used) shall be sent promptly by the Contractor to the State’s resident engineer or to the political subdivision’s representative placing the order. Measurement shall be based on the volume of the liquid bituminous material at a temperature of 60°F. The temperature/volume correction to obtain the correct volume at 60°F shall be 0.00025 per degree F for all asphalt emulsions.

**8.5 Payment for Mobilization from Contractor’s Location to Project Location and to Heat, Haul, and Apply Bituminous Material with Contractor’s Equipment**

Payment for mobilization from Contractor's location to project location shall be made based on the actual number of accepted square yards of chip seal in place at the locations indicated by the State’s Resident Engineer or political subdivision’s representative at the contract price for mobilization from Contractor’s location to project location per square yard of chip seal for the appropriate distance and quantity range. Payment for heating, hauling and applying bituminous material from Contractor's location to project location shall be made for the actual number of gallons of asphalt emulsion at 60° F at the appropriate price for the actual distance to the project verified by the State or receiving political subdivision and used in the accepted portion of the work.

## SECTION 8: GROUP - CHIP SEAL (Cont'd)

### 8.6 Pre-Chip Seal Conference

The Contractor shall schedule a Pre-Chip Seal Conference with the State or political subdivision at least two weeks prior to the start of work under this contract

Project Level supervisors for both the owner agency and the Contractor will be present at this conference. At this conference the Contractor shall present their proposed chip seal schedule, mix design, numbers and type of equipment, and chip seal procedure and Work Zone Traffic Control Plan to the State or political subdivision for approval. The mix design must clearly show the quantity in gallons per square yard of fog seal (if used), the quantity in pounds per square yard of cover sand (if used), the quantity in gallons and the type of liquid bituminous material per square yard, the quantity in pounds per square yard of aggregate, percent of polymer used to modify the asphalt emulsion, and the design curing time. All the component materials used in the mix design shall be representative of the materials proposed by the Contractor to be used on the project. Adjustments may be required during construction based on field conditions and with the approval of the State or political subdivision.

The Contractor shall also furnish the State or political subdivision copies of the calibrations of the liquid bituminous material distributor and the aggregate spreader at this time. The Contractor shall indicate the aggregate source. At least one week prior to the start of work under this contract, the Contractor shall coordinate the details of the chip seal with the owner's representative.

### 8.7 Supervision

The Contractor is solely responsible for the control and application of materials and other related operations. The State or political subdivision shall designate a chip seal supervisor who will monitor the Contractor's operations. All orders pertaining to work zone traffic control from the chip seal supervisor to the Contractor shall be binding on the Contractor. The following portions of Section 105 - CONTROL OF WORK of the Standard Specifications shall apply to these projects: 105-01 STOPPING WORK, 105-08 COOPERATION BY THE CONTRACTOR, 105-15 CONTRACTOR'S RESPONSIBILITY FOR WORK.

### 8.8 Work Hours

Work will not be permitted on Sundays and Holidays. If the Contractor desires to work overtime on other days, dispensation from the NYS Labor Department must be obtained using Department of Labor Form PW-30 (5/93).

### 8.9 Construction Details

The construction details shall comply with the requirements specified in the enclosed DETAILED SPECIFICATION. The Contractor shall inform the chip seal Supervisor of significant deviations from the specifications.

### 8.10 Restoration of Disturbed Areas

During the course of the work the Contractor shall take reasonable care not to disturb areas outside the existing pavement. Any areas disturbed by the Contractor shall be returned to their original condition at no expense to the owner. Any and all debris generated as part of the work shall be removed by the Contractor upon completion of the project.

### 8.11 Damaged or Deficient Areas

Prior to acceptance and payment for the chip seal by the State or political subdivision, any chip seal that ravels, delaminates, fails to properly cure, or is in any way defective shall be redone to the satisfaction of the State's or political subdivision's representative at the Contractor's expense. After acceptance, the terms and conditions of the section of this Contract Award Notification entitled BONDING REQUIREMENTS, Section A, Item.1, Maintenance Material Bond shall control when the Contractor shall repair all defective chip seal.

### 8.12 Damage Claims

Sub-Section 107-09, Damage, of the Standard Specifications shall apply to this contract except as modified herein. The Contractor's responsibility for damage includes, but is not limited to, all claims of damages to vehicles and/or injuries to bicyclists or pedestrians traveling on the highway right of way of roads surface treated under this contract caused by loose stone and/or excess bituminous material until final acceptance by the State or political subdivision. Final acceptance of the chip seal project shall not occur until 72 hours after the completion of the chip seal project. The Contractor shall supply the owner's representative with a name and address where damage and/or injury claims should be sent.

**SECTION 8: GROUP - CHIP SEAL (Cont'd)**

**8.13 Work Zone Traffic Control**

The Contractor 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 Contractor shall submit a Work Zone Traffic Control Plan for approval to the Resident Engineer at the Pre-Chip Seal Conference. For two-way roadways, Figures TAST-C1R, TAST-C2R, TAST-C3R, TAST-C4R, TAST-C5R, and TAST-C7R included in this Invitation for Bids may be used as a basis for development of a Work Zone Traffic Control Plan.

All necessary flaggers for traffic control shall be provided by the Contractor. A minimum of three flaggers shall be provided while the chip seal operation is underway. One shall be stationed at each end of the operation and one shall be stationed with the aggregate spreader. The Contractor shall station flaggers such that communication is maintained between the flaggers. Hand signals, radios, pilot vehicles, or some other means of communication may be used subject to the approval of the owner.

The requirements for Pilot Vehicles and details about traffic opening are listed in the Detailed Specifications, CONSTRUCTION DETAILS, 410-3.02 Chip Seal, D. Opening to Traffic.

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

SIGN	MINIMUM SIZE	LOCATION
ROAD WORK NEXT _____ MILES	<u>G20-1</u> 36" x 18"	On main line upstream of project in each direction
END ROAD WORK	<u>G20-2</u> 36" x 18"	On main line after end of project in each direction
ROAD WORK AHEAD	<u>W20-1</u> 36" x 36"	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>R4-1G</u> 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> 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
LOOSE GRAVEL	<u>W8-7</u> 30" x 30"	Place on mainline at start of the project and spaced every 1 miles along project in each direction
30 MPH	<u>W13-1</u> 36" x 36"	Mounted on W8-7 LOOSE GRAVEL sign
PILOT CAR FOLLOW ME	G20-4 36" x 18"	On back of pilot vehicle

\*\*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.

## SECTION 8: GROUP - CHIP SEAL (Cont'd)

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

With prior permission of the State's Resident Engineer or political subdivisions representative, the Contractor may provide portable signs as shown in Figure 6F-2 of the MUTCD for the above referenced DO NOT PASS and NO CENTER LINE signs. Signs left active at night shall be rigid and reflectorized in accordance with the Standard Specifications. The Contractor shall be responsible for assuring that these 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.**

### 8.13.1 Special Note - Temporary Pavement Markings

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

The work zone traffic control provisions in this section shall apply for any work performed pursuant to the Maintenance Material Bond.

### 8.13.2 Additional Flaggers for Work Zone Traffic Control

If the engineer or agency authorized individual determines that more than three flaggers are necessary to properly control traffic on two-way roadways or more than two flaggers are necessary to properly control traffic on one-way roadways, the Contractor shall provide additional flaggers under the Additional Flaggers item. The price per flagger per day shall include 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, etc. Payment shall be by the day for each flagger provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. No extra payment shall be provided if the Contractor elects to work a longer day than the standard eight-hour workday. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual.

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

The Contractor shall remove any epoxy, thermoplastic, preformed tape or high built waterborne pavement markings. Other markings shall be removed as ordered by the Engineer. 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 passing traffic caused by the Contractor's operations shall be the Contractor's responsibility. Traffic will be controlled by the Contractor.

## SECTION 8: GROUP - CHIP SEAL (Cont'd)

The Contractor shall place interim pavement markings as specified elsewhere in this Contract Award Notification under work zone traffic control; unless the chip seal will be placed the same day as pavement markings are abraded. During the pavement markings abrading operation, traffic will be controlled by the Contractor in accordance with the MUTCD. The Contractor shall submit a proposed Work Zone Traffic Control Plan to the 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 shall include all labor, materials, and equipment required to abrade the existing pavement markings and to properly control traffic to the satisfaction of the engineer or agency authorized individual

### 8.13.4 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 stationary 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 section 6F.62 of the MUTCD shall be used upstream of flagger stations to provide added warning to drivers. These devices shall be used for flagger stations except those that are constantly moving or are in use at one location for no more than a few minutes. If the W20-7a Flagger sign is required, the additional cones and flag tree shall also be used.

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

### 8.14 Detailed Specifications – Chip Seal

Please, see Attachment – Detailed Specifications – Liquid Bituminous Materials

## SECTION 9: GROUP - COLD RECYCLING

### 9.1 Introduction

Cold Recycling of bituminous concrete pavements is a corrective maintenance technique. The existing pavement is milled off for a depth of 3 to 4 inches, a liquid bituminous material is added to the millings, and the resulting mixture is placed and compacted on the milled surface. A new bituminous concrete sealing layer is added later. Existing cracks are eliminated and the resulting pavement should last for many years.

### 9.2 Pricing Information

#### 9.2.1 General

Clause 15(b) of Appendix B has been modified to include the following:

Price shall be to three (3) decimal places.

Price shall be FOB the Contractor's location per square yard for the Cold Recycling, at the project site for the additional cost for small and/or short projects and for the shoulder milling, FOB the Contractor's location per gallon for the liquid bituminous material for cold recycling and for fog sealing (if required) delivered to the location specified by the State or using agency per ton for the aggregate, and per ton for Portland cement (if required).

Cold Recycling shall be performed in accordance with NYSDOT's Standard Specifications and as per the attached specification for Cold Recycling. Shoulder milling shall be performed as per these specifications. Cleaning and preparing the existing pavement will be the responsibility of the purchasing agency. Erecting warning signs and directing traffic will be the responsibility of the purchasing agency or the Contractor using the optional work zone traffic control section at the discretion of the purchasing agency.

Price for Optional Work Zone Traffic Control shall be per square yard of recycling.

Price for additional flaggers (if required) shall be net per day (to the nearest quarter day) for additional flaggers.

Price for rumble strips (if required) shall be net per each linear foot of rumble strips both installed and removed (i.e., one price includes both installation and removal of rumble strips) at the project locations.

Price for optional pilot vehicles with drivers (if required) shall be net per day (to the nearest quarter day) for each pilot vehicle with driver.

Price for mobilization from Contractor's location to project location shall be net per square yard of accepted cold recycling performed at the locations indicated by the customer/purchasing agency.

Price for heating, hauling and applying the asphalt emulsion or PG Binder used in cold recycling and asphalt emulsion used in fog sealing (if required) from Contractor's location to project location shall be net per gallon of asphalt emulsion or PG Binder used in cold recycling and fog sealing.

Price additional for small projects or projects recycled in short lengths: Price for small projects (less than 20,000 square yards) or projects where 50% of the total area must be recycled in lengths less than 1,500 feet shall be the price for 20,000 square yards to 50,000 square yards for the appropriate depth. An additional price for small projects or projects where 50% of the total area must be recycled in lengths less than 1,500 feet shall be quoted and added to this price.

#### 9.2.2 Insurance

Price shall include the following insurance coverage costs:

- 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.)

**SECTION 9: GROUP - COLD RECYCLING (Cont'd)**

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. Note that pricing for OCP is not required to be bid and is not a requirement for award; however, Contractor understands and agrees that 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 Contractor must supply it. The request for OCP shall be indicated by the Authorized User on the Quick Quote/ Price Calculation Worksheet. If that is the case, all Quick Quotes submitted by Contractors 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 (please notice that the Quick Quote submitted will only have to show how much the OCP insurance coverage cost will be for the Authorized User, the Contractor doesn't need either provide or buy the actual OCP insurance until he is notified by the Authorized User that his Quick Quote resulted in an award for that project).

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.)

**9.3 Asphalt Price Adjustments – Cold Recycling**

**9.3.1 General**

- a. Asphalt price adjustments allowed will be based on the September 1, 2015 average of the F.O.B. terminal price per ton of unmodified PG 64S-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

**The September 1, 2015 average is \$521.000**

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

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

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

Price Adjustment (per gallon)	=	$\frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average Terminal Price}}{235}$	X	Total Allowable Petroleum %
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Positive Price Adjustment number shall be added to original per gallon Price.  
Negative Price Adjustment number shall be subtracted from original per gallon Price.

**New Monthly Average F.O.B. Terminal Price**

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

**Base Average F.O.B. Terminal Price**

The average F.O.B. terminal price of unmodified PG 64S-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of September 1, 2015.

**SECTION 9: GROUP - COLD RECYCLING (Cont'd)**

**Total Allowable Petroleum**

The percentage of total allowable petroleum for each item is as follows:

<b>Material Designation</b>	<b>Grade</b>	<b>Asphalt %</b>	<b>Petroleum Allowance %</b>	<b>Total Allowable Petroleum %</b>
702-3201	MS-2	65.0	8.2	73.2%
702-3301	HFMS-2	65.0	8.2	73.2%
702-3401	HFMS-2h	65.0	2.7	67.7%
702-3402	HFMS-2s	65.0	8.2	73.2%
702-3501	SS-1	65.0	0.2	65.2%
702-3601	SS-1h	65.0	0.2	65.2%
702-4201	CMS-2	65.0	10.2	75.2%
702-4301	CMS-2h	65.0	10.2	75.2%
702-4401	CSS-1	65.0	0.2	65.2%
702-4501	CSS-1h	65.0	0.2	65.2%
	PG 64-22	100.0	0.2	100.2%

Note: For Material Designation 702-XXXXT Straight Tack Coat, use Total Allowable Petroleum % for appropriate emulsion grade

Asphalt Price Adjustments will not be allowed for materials which do not have an asphalt cement base.

- 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 \$0.010 per gallon 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.

**9.3.2 Asphalt Price Adjustment – Cold Recycling: Example**

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

Material Designation 702-3301

Base Average Price = \$521.000

New Average Price = \$531.000

% Total Allowable Petroleum = 73.2%

SECTION 9: GROUP - COLD RECYCLING (Cont'd)

$$\begin{array}{l} \text{Price Adjustment} \\ \text{(per gallon)} \end{array} = \frac{(531.000 - 521.000)}{235} \times 0.732$$
  
$$\begin{array}{l} \text{Price Adjustment} \\ \text{(per gallon)} \end{array} = +\$0.031 \text{ per gallon}$$

Positive Price Adjustment number shall be added to original per gallon Price.  
Negative Price Adjustment number shall be subtracted from original per gallon Price.

**9.4 Minimum Project Size**

The minimum project size for Cold Recycling under this contract without an extra charge shall be 20,000 square yards. This is approximately 1.7 miles of two lane highway at 20 feet wide. A quantity/price change occurs at 50,000 square yards, which is approximately 4.2 miles of a 2-lane highway at 20 feet wide.

The minimum width of shoulder milling shall be 2 feet. The minimum quantity of shoulder milling shall be 4,000 square yards. A quantity/price change occurs at 20,000 square yards.

An additional cost, bid by the Contractor, shall be assessed per square yard for projects less than 20,000 square yards or on any projects where more than 50% of the total area (square yards) must be recycled in short lengths (less than 1,500 feet in length).

**9.5 Delivery Ticket**

A delivery ticket shall be provided with each load of bituminous asphalt emulsions stating the following:

1. Storage facility identification
2. Ticket Number
3. Date/time
4. Item Number and Type
5. Quantity ticket printed by machine
6. Quantity in 60° F gallons for emulsions.

**9.6 Payment**

Payment for Cold Recycling of Asphalt Concrete shall be made at the contract price per unit for the actual number of square yards of recycling at 3 inches or 4 inches deep, the actual number of square yards of shoulder milling (and disposal if required) at 3 inches or 4 inches deep, the actual number of tons of aggregate, the actual number of tons of Portland cement, the actual number of gallons of asphalt emulsion at 60°F, the actual number of gallons of PG binder, and the actual number of gallons of fog seal verified by the receiving agency used in the accepted portion of the work. The determination as to quantities involved in any contract shall be accepted as final and binding upon the Contractor.

If the engineer or agency authorized individual orders the Contractor to spread the recycled mixture over a wider area than the milled area, the Contractor shall be due extra compensation for the non-milled area. The actual number of square yards not milled but covered by recycled material shall be measured in square yards and payment for that area shall be computed at 50 percent of the price for recycling plus mobilization.

If the agency orders the Contractor to recycle a project less than 20,000 square yards in area or a project where the total area to be recycled must be recycled in short lengths (less than 1,500 feet in length) the Contractor shall be paid the amount per square yard for small projects and/or short projects for the actual number of square yards of accepted Cold Recycling. If the project is both small (less than 20,000 square yards) and also must be recycled in short lengths (less than 1,500 feet in length) then only one additional payment for small and/or short lengths projects shall be made. If the project is small or must be recycled in short lengths, payment for the Cold Recycling itself shall be made per square yard of accepted Cold Recycling at the price for 20,000 square yards to 50,000 square yards for the appropriate depth. Even if the project is both small and has short segments, only one surcharge per square yard shall be paid.

## SECTION 9: GROUP - COLD RECYCLING (Cont'd)

A delivery slip stating quantities of asphalt emulsions (with or without additive) or PG Binder for cold recycling and asphalt emulsions for fog sealing (if required) shall accompany each shipment. An invoice listing the quantities of Cold Recycling, asphalt emulsions or PG Binder, fog sealing (if required), and aggregate shall be sent promptly by the Contractor to the engineer or agency authorized individual.

No separate payment will be made for the use of water in the mixing process. Any work required for the maintenance and repair of the Cold Recycling by the Contractor during the ten day curing period and for an additional twenty days thereafter shall be done at the Contractor's expense.

Payment for optional work zone traffic control (if required) will be made based on the number of square yards of completed recycling. Payment for additional flaggers (if required) will be made based on the number of days (computed to the nearest quarter day) that additional flaggers are utilized as directed by the engineer or agency authorized individual.

Payment for rumble strips (if required) will be based on the number of linear feet of rumble strips that are actually installed and removed as per the specifications included herein.

Payment for optional pilot vehicles with drivers will be made based on the number of days (computed to the nearest quarter day) that optional pilot vehicles with drivers are utilized as directed by the engineer or agency authorized individual.

The price per unit arrived at (mutually estimated) by the Contractor and the using agency on the Price Calculation Worksheet or the price per unit resultant from the quick quote process (whichever is applicable) shall be the price per unit paid to the Contractor. The quantity of asphalt emulsions or PG Binder per square yard for Cold Recycling and asphalt emulsions used for fog sealing shall be considered binding upon the Contractor.

### 9.7 Pre-Recycling Conference

The Contractor shall schedule a Pre-Recycling Conference with the affected resident engineer or agency authorized individual after the acceptance of the mix design by the State and at least one week prior to the start of the recycling. Project-level supervisors for both the owner agency and the Contractor will be present at this conference. At this conference the Contractor shall present Certificates of Insurance evidencing compliance with the additional insurance requirements, their proposed recycling schedule, procedure and Traffic Control Plan (if applicable) to the State or other agency for approval. Prior to the start of recycling, the Contractor shall coordinate the details of the recycling with the resident engineer or agency authorized individual.

### 9.8 Supervision

The Department of Transportation or agency authorized individual shall provide supervision for the Cold Recycling operation. The resident engineer or agency authorized individual shall designate a recycling supervisor and that person shall be in responsible charge of the operation. The following portions of Section 105 - CONTROL OF WORK of the Standard Specifications shall apply to these projects: 105-01 STOPPING WORK, 105-08 COOPERATION BY THE CONTRACTOR, 105-15 CONTRACTOR'S RESPONSIBILITY FOR WORK.

### 9.9 Work Hours

Work will not be permitted on Sundays and Holidays. If the Contractor desires to work overtime on other days, dispensation from the NYS Labor Department must be obtained using Department of Labor Form PW-30 (5/93).

### 9.10 Mix Design

Cold recycling mix designs may be developed by two different methods under this contract. The first method will require that the owner agency will core the pavement and prepare the mix design. The agency will specify the amount and type of added aggregate and the Contractor will be responsible for specifying the type and amount of asphalt emulsion or PG Binder to properly recycle the pavement. The Contractor will also specify the amount of asphalt emulsion required for fog sealing.

The second method will require that the Contractor will core the pavement and complete the entire mix design.

After a Contractor receives a verbal or written request for a mix design for a specific pavement section from the State, the Contractor must supply a mix design for approval to the Director, Materials Bureau within 15 workdays unless additional time is granted by the resident engineer. Copies shall be sent by facsimile to the resident engineer and the Director, Materials Bureau.

## SECTION 9: GROUP - COLD RECYCLING (Cont'd)

The telephone numbers for the various facsimile machines shall be supplied to the Contractor by the resident engineer. Core holes drilled by the Contractor to derive information for a mix design must be filled the day drilled with cold mix bituminous concrete approved by the resident engineer. Traffic control for the coring operation shall be performed by the Contractor with prior approval of the lane closure scheme by the resident engineer.

After a Contractor receives a verbal or written request for a mix design for a specific pavement section from an agency other than the State, the Contractor must supply a mix design for approval to the agency authorized individual within 15 workdays unless additional time is granted by the agency authorized individual. Copies shall be sent by facsimile to the agency authorized individual or their designee. The telephone numbers for the various facsimile machines shall be supplied to the Contractor by the agency authorized individual. Core holes drilled by the Contractor to derive information for a mix design must be filled the day drilled with cold mix bituminous concrete approved by the agency authorized individual. Traffic control for the coring operation shall be performed by the Contractor with prior approval of the lane closure scheme by the agency authorized individual.

### 9.11 Coring by the Contractor for Non NYSDOT Projects

If the Contractor is responsible for the mix design this section will apply. Use 6 inch diameter cores to determine the asphalt content and aggregate gradation of the pavement to be recycled. The agency authorized representative will designate the locations from which the cores will be taken. One location will be designated for each lane mile of pavement with a minimum of six cores for each mix design. Core locations should be uniformly spaced along the length of the project and designated in alternating lanes.

If shoulders are included in the reclaimed material, take a minimum of six additional cores from the shoulders for the mix design. If the pavement or shoulder condition, such as material type or overlay history, changes at some point in the project a separate mixture design will be generated using a separate set of core locations. Follow the same coring and design procedures for each additional mixture design.

The agency authorized representative will approve the plan for work zone traffic control before any coring takes place. Take all pavement cores from the center of the lane within 10 feet of the location marked by the agency authorized representative. Take all shoulder cores within 2 feet of the outer edge of the shoulder and 10 feet of the location marked by the agency authorized representative.

Submit a completed mixture design form to the agency authorized representative for approval. In addition to the information required on the design form, provide the following information:

1. Core locations.
2. Depth of asphalt pavement at each core location.
3. Aggregate gradation and asphalt content of each core from the portion of the core representing the pavement to be recycled. List pavement cores separately from shoulder cores.
4. Average of all gradation and asphalt content results. When the design contains both pavement and shoulder cores, weight the average appropriately to reflect the proper proportion of shoulder material and pavement material to be recycled.
5. Gradation of additional aggregate.
6. The combined gradation of the average core gradation and the additional aggregate.
7. Graph showing the average core gradation, combined gradation, and the mix design control limits plotted on a graph of percent passing v. sieve size raised to the 0.45 power.
8. Completed Price Calculation Worksheet (if necessary).

**SECTION 9: GROUP - COLD RECYCLING (Cont'd)**

**9.12 Shoulder Milling**

If the engineer or agency-authorized representative orders the Contractor to mill out unsuitable material from the shoulders, the Contractor shall do so in compliance with this section. Material shall be removed from shoulders (a minimum of 2 feet in width) by suitable milling machines and removed from the project site by the Contractor or by the state or purchasing agency. When removal and disposal by the Contractor is specified, the Contractor shall be required to remove and dispose of the material at their own expense. When removal and disposal by the State or purchasing agency is specified, the Contractor shall load the material into State or purchasing agency trucks for disposal. Shoulder milling shall be 3 inches or 4 inches deep as specified by the engineer or agency authorized individual. The resulting surface of shoulder milling shall be in reasonably close conformity with the grades and cross slopes of the shoulder as originally constructed, except for the elevation change.

**9.13 Restoration of Disturbed Areas**

During the course of the work the Contractor shall take reasonable care not to disturb areas outside the existing pavement. Any areas disturbed by the Contractor shall be returned to their original condition at no expense to the owner. Any and all debris generated as part of the work shall be removed by the Contractor upon completion of the project.

**9.14 Optional Work Zone Traffic Control**

The Contractor shall submit a per square yard price for work zone traffic control as prescribed by this specification. When requesting mix designs from the Contractors, the purchasing agency may, at their option, include work zone traffic control by the Contractor for the specific project anticipated.

If optional work zone traffic control is included in the mix design request, the Contractor shall be responsible for 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 Contractor shall submit a Traffic Control Plan for approval to the resident engineer or agency authorized individual at the Pre-Recycling Conference. Figures TAST-C1R, TAST-C2R, TAST-C3R, TAST-C4R, TAST-C5R, TAST-C1UL, TAST-C2UL, TAST-C3UL, and TAST-C4U (see the NYSDOT Work Zone Traffic Control Drawings included in the Contract Award Notification as an attachment) may be used as a basis for development of a Work Zone Traffic Control Plan. All necessary flaggers for traffic control shall be provided by the Contractor. A minimum of three flaggers shall be provided while the recycling operation is underway. One shall be stationed at each end of the operation and one shall be stationed with the milling machine/paver. The Contractor shall station flaggers such that communication is maintained between the flaggers. Hand signals, radios, pilot vehicles, or some other means of communication may be used subject to the approval of the resident engineer or agency authorized individual.

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

<b>SIGN</b>	<b>MINIMUM SIZE</b>	<b>LOCATION</b>
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)

SECTION 9: GROUP - COLD RECYCLING (Cont'd)

SIGN	MINIMUM SIZE	LOCATION
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.
LOW SHOULDER	<u>W8-9</u> Conventional 36" x 36"  Freeways 48" x 48"	Place on mainline spaced every 2 miles along project in each direction and after every major intersecting road until shoulder back-up is installed (if conditions warrant use, place between the W8-12 and R4-1, maintaining a minimum of 200' between signs for rural roads and 100' on urban. The W8-12 can be moved upstream to accommodate the required spacing.)
GROOVED PAVEMENT	<u>W8-15</u> Conventional 36" x 36"  Freeways 48" x 48"	On any roadway 500 feet in advance of rebates milled under this contract, but not paved. Remove or cover after paving rebate.

\*\*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 Contractor may provide portable signs as shown in Figure 6F-2 of the MUTCD and meeting the requirements of Section 619 of the Standard Specifications for lane closures during work hours.

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

Whenever traffic is permitted to use a travel lane and the adjacent shoulder is not brought up to grade, construction warning signs meeting the requirements of 6F.42 of the MUTCD sign shall be placed.

**9.14.1 Special Note - Temporary Pavement Markings**

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

**SECTION 9: GROUP - COLD RECYCLING (Cont'd)**

The State or political sub division is responsible for the final pavement markings unless otherwise indicated in the contract. If the Contractor chooses to install NO CENTER LINE and DO NOT PASS signs and temporary yellow 2 foot by 4 inch pavement markings in lieu of full barrier centerline markings, the signs shall be left in place until the 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 to be included in the prices per square yard for optional work zone traffic control. No separate payment shall be made.

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

If the 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 Contractor is responsible for Work Zone Traffic Control under this Contract Award Notification, the Contractor shall provide additional flaggers under the Additional Flaggers item. The price per flagger per day shall include 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, etc. Payment shall be by the day for each flagger provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. No extra payment shall be provided if the Contractor elects to work a longer day than the standard eight-hour workday. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual.

**9.14.3 Pilot Vehicles with Drivers**

The Contractor shall provide sufficient two-way radio equipped pilot vehicles with drivers to guide traffic around the Cold Recycling work zone at a maximum of 20 miles per hour. Payment shall be by the day for each pilot vehicle with driver provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. No extra payment shall be provided if the Contractor elects to work a longer day than the standard eight-hour workday. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual. 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	<u>G20-4</u> 36" X 18"	ON BACK OF PILOT VEHICLES.

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

**9.14.4 Work Zone Traffic Intrusion Initiative**

**(Attention - Special Note):** As part of the Department of Transportation’s Work Zone Intrusion Initiative, the following countermeasures shall be applied to Cold Recycling Projects in this Contract Award Notification if the Contractor is responsible for Optional Work Zone Traffic Control:

**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.

## SECTION 9: GROUP - COLD RECYCLING (Cont'd)

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

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

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

### **Flagger Station Enhanced Setups**

Additional cones and a flag tree meeting the requirements of Section 6F.62 of the MUTCD shall be used upstream of flagger stations to provide added warning to drivers. These devices shall be used for flagger stations except those that are constantly moving or are in use at one location for no more than a few minutes. If the W20-7a Flagger sign is used, the additional cones and flag tree shall also be used.

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

### **Temporary Rumble Strips**

#### **a. Description**

This work shall consist of the installation, maintenance and subsequent removal of temporary rumble strips in Cold Recycling work zones where indicated in the Contract Award Notification or as directed by the Engineer.

#### **b. Materials**

Rumble strips shall be either constructed in place from a raised strip of asphalt concrete or constructed in place with removable pavement marking tape. Raised removable tape rumble strips shall be formed by applying four layers of removable black non-reflectorized removable pavement marking tape. The tape shall be applied to a clean, dry pavement surface in accordance with the manufacturer's recommendations. The pavement surface shall be cleaned with compressed air just prior to application of the tape.

Raised asphalt rumble strips shall be formed from asphalt concrete meeting the requirements of Hot Mix Asphalt Shim Course F9 or 9.5 F3 Top Course. Tack coat meeting the requirements of Materials Designation 702-XXXXT Asphalt Emulsion Diluted Tack Coat shall be used to adhere the rumble strip to the existing pavement. Temporary rumble strips shall be formed using a specially constructed rumble strip paver (drag box) pulled transversely across the pavement, or by hand placement between forms fixed to the pavement. If forms are used, they shall be removed prior to compaction of the asphalt mixture. Compaction shall be accomplished using a plate tamper or a static roller.

The roadway surface on which the rumble strips are to be attached shall be dry, free of surface contaminants such as dust or oil, and shall be 45°F or greater unless otherwise authorized by the Engineer. The pavement surface shall be cleaned with compressed air just prior to tack coating and subsequent installation of rumble strips.

Temporary rumble strips shall be placed in a succession of three 6 Strip Patterns according to the attached "Suggested Layout Details - Temporary Rumble Strips". Each strip shall be placed on 10 foot centers and traversing the full width of each travel lane. On curbed roadways, rumble strips shall end a minimum of 3 feet from the curb so as to not interfere with drainage. Rumble strips shall be between 6 inches and 9 inches in width and have a final compacted thickness of 0.4 inches + 0.1 inches.

Any raised rumble strips that fail to adhere to the pavement, or become damaged or flattened such that, in the opinion of the Engineer, they are no longer performing their intended function, shall be replaced or repaired by the Contractor to the satisfaction of the Engineer. Any associated damage to the pavement shall also be repaired by the Contractor to the satisfaction of the Engineer. These replacements or repairs shall be made at no additional expense to the Purchasing Agency.

**SECTION 9: GROUP - COLD RECYCLING (Cont'd)**

When directed by the Engineer, (e.g., prior to the start of the winter plowing season), or prior to the placement of successive pavement courses, the Contractor shall completely remove the rumble strips from the pavement. Rumble strips shall be removed upon completion of work and concurrently with the removal of other temporary traffic control signs and devices. Any pavement that is damaged in the process of removing the rumble strips shall be repaired by the Contractor to the satisfaction of the Engineer at no additional expense to the Purchasing Agency.

**c. Basis of Payment**

All costs for the installation, maintenance and removal of temporary rumble strips are included in the price per linear foot of rumble strip.

**d. Suggested Layout Details Drawing-- Temporary Rumble Strips**

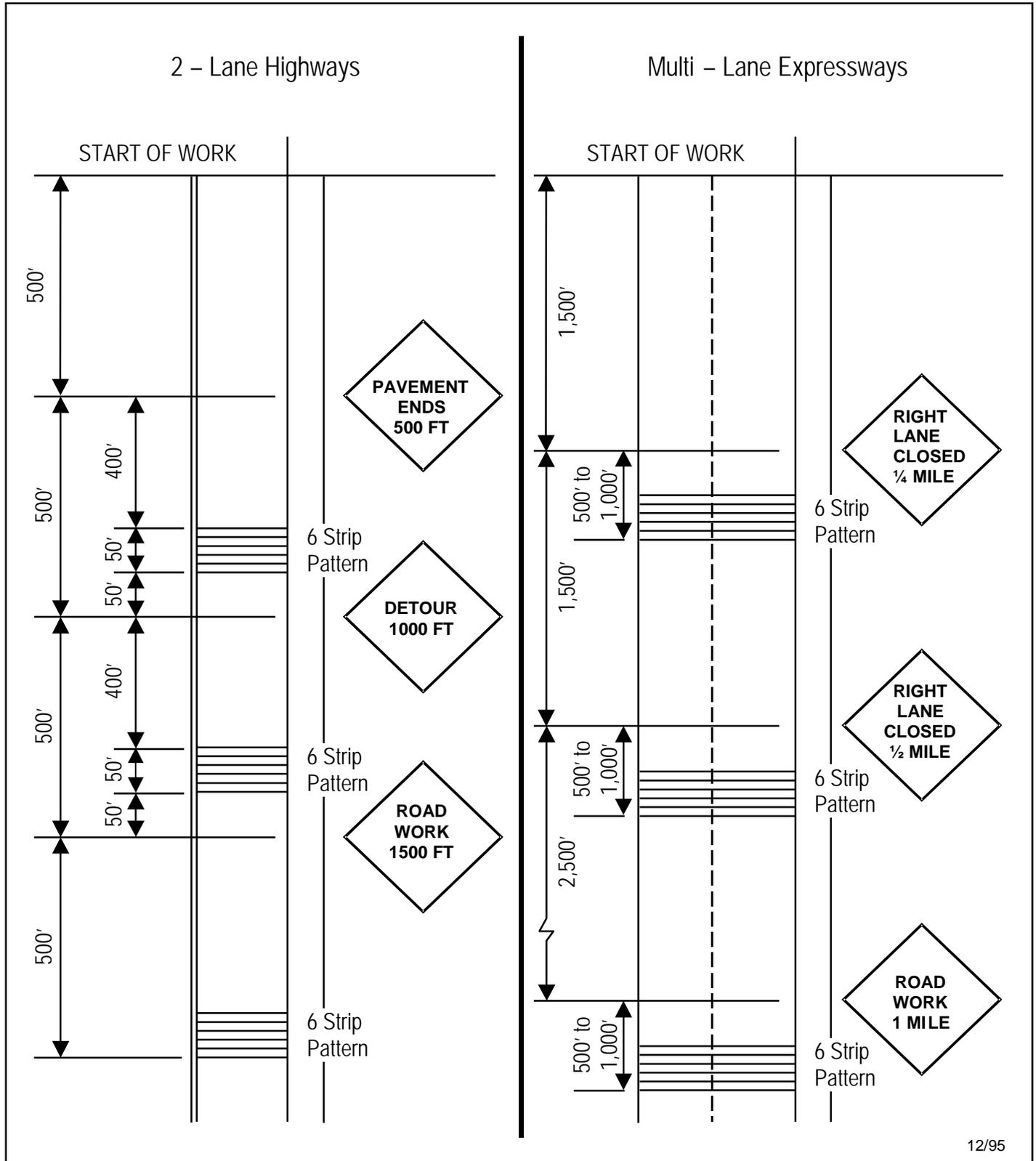
See the Suggested Layout Details Drawing in the next page.

**9.15 Detailed Specifications – Cold Recycling Asphalt Concrete**

Please, see Attachment – Detailed Specifications – Liquid Bituminous Materials

SECTION 9: GROUP - COLD RECYCLING (Cont'd)

Suggested Layout Details -- Temporary Rumble Strips



## SECTION 10: GROUP - JOINT AND CRACK FILLER/SEALER

### 10.1 Introduction

Joint and Crack Filler/Sealers are hot-poured liquid bituminous materials (rubberized asphalt; asphalt cement and polyester fibers; asphalt filler) used to fill and/or seal cracks in the surface of highway pavements. Some products incorporate recycled materials with up to 18% recycled content and up to 18% post-consumer content.

### 10.2 Pricing Information

#### 10.2.1 General

Clause 15(b) of Appendix B has been modified to include the following:

Price shall be to three (3) decimal places.

Price shall be net, F.O.B. per gallon or per linear foot for each material item, per 1/4 hour for excess time, per day per additional flagger, and per day per optional pilot vehicle with driver, as indicated in the Contract Award Notification. Price adjustments, if any, will be calculated on the basis of the material actually furnished.

The price (mile and gallon range) for a specific job will be calculated at the same rate. This rate will be determined by finding the one category which applies to the total miles and gallons per job.

For example, a job which is 21 miles from the plant will be calculated at the same rate per gallon for each mile (from 1 to 21) which is indicated in the 11-25 miles column herein, rather than on a cumulative basis. Similarly, a job which is 39 miles from the plant and requires 420 gallons over a two-day period will be calculated using the 26-50 miles column and the 151-300 gallons range since it is presumed that equal quantities are to be applied each day.

#### **Option 1: (Per Gallon)**

Heat, Haul, Deliver WITH Contractor's Operator to the locations in a hot oil heated, containerized, mobile tank. Traffic control and supervision to be supplied by purchasing agency.

#### **Option 2: (Per Gallon)**

Heat, Haul, Deliver WITHOUT Contractor's Operator to the locations in a hot oil heated, containerized, mobile tank. Traffic control and supervision to be supplied by purchasing agency.

#### **Option 3: (Per Gallon) Traditional Overband Application Method**

Heat, Haul, Deliver (in hot oil-heated, containerized, mobile tanks), and APPLY WITH Contractor's Operators who will operate equipment and apply material at the locations. Cleaning joints, traffic control and supervision are to be supplied by purchasing agency.

**The use of this option is restricted. This option can only be used for filling shoulder joints between PCC pavement and HMA shoulder using fiber reinforced PG binder or hot applied sealant. Political subdivisions may use this option as a filler prior to an overlay.**

Joints/cracks shall be overfilled by placing the applicator wand in or directly over the recess and carefully discharging the filler/sealer. Strike off the joint using a neoprene type "V" shaped squeegee or sealing shoe that is capable of conforming to the pavement surface. Form a film of material 4 inches wide and 1/16 to 1/8 inch thick, with tapered edges, centered over the joint. The distance between the filler/sealer applicator wand and the squeegee/sealing shoe shall not exceed 2 feet. Properly filled/sealed joints shall be watertight.

A low pressure, light spray of water may be used to accelerate cooling of the filler/sealer. Blotting the filler/sealer with fine aggregate is not allowed. Remove and dispose of filler/sealer that is in excess of the specified film dimensions or that has not bonded to both sides of the joint at the Contractor's expense.

Protect filled/sealed joints until the filler/sealer has cured sufficiently. Clean filled/sealed joints that become damaged with high pressure air and refill/reseal them to meet the specified film amount at no additional cost to the State.

## SECTION 10: GROUP - JOINT AND CRACK FILLER/SEALER (Cont'd)

Filler or sealant that becomes damaged from traffic or from the removal of over-applied amounts shall be repaired. The areas shall have additional filler or sealant applied, to the satisfaction of the Engineer or agency representative and at the Contractor's expense. Deficient areas where sealant has sunk into the joint/crack more than 3/8 inch below the pavement surface shall have additional filler or sealant installed to the satisfaction of the agency representative, at the price. Cleaning of damaged or deficient areas shall not require removal of the sealant from a crack that has been sealed.

### **Option 4: (Per Gallon) Traditional Overband Application Method**

Heat, Haul, Deliver (in hot oil-heated, containerized, mobile tanks), and APPLY WITH Contractor's Operators who will operate equipment, clean cracks (using air compressor with minimum 125 cubic feet per minute), and apply material at the locations. Traffic control and supervision are to be supplied by purchasing agency or by the Contractor under the Optional Work Zone Traffic Control section of this Contract Award Notification.

**The use of this option is restricted. This option can only be used for filling shoulder joints between PCC pavement and HMA shoulder using fiber reinforced PG binder or hot applied sealant. Political subdivisions may use this option as a filler prior to an overlay.**

All cracks shall be thoroughly cleaned of dust, dirt, foreign material, sand and any other extraneous materials by high pressure air or a hot air lance. When using a hot air lance, care shall be taken so as not to burn, scorch or ignite the adjoining pavement. The material and debris shall be blown from the crack and pavement to prevent recontamination of the crack. The crack sides shall appear thoroughly clean and dry immediately prior to filling or sealing. Install suitable traps or devices on the compressed air equipment to prevent moisture and oil from contaminating the joint surfaces. Maintain these devices and see that they are functioning properly. The Contractor shall be ordered to reclean cracks if, in the opinion of the agency representative, adequate cleaning and drying is not evident. Any cracks not filled or sealed the same day shall be recleaned prior to filling or sealing.

Joints/cracks shall be overfilled by placing the applicator wand in or directly over the recess and carefully discharging the filler/sealer. Strike off the joint using a neoprene type "V" shaped squeegee or sealing shoe that is capable of conforming to the pavement surface. Form a film of material 4 inches wide and 1/16 to 1/8 inch thick, with tapered edges, centered over the joint. The distance between the filler/sealer applicator wand and the squeegee/sealing shoe shall not exceed 2 feet. Properly filled/sealed joints shall be watertight.

A low pressure, light spray of water may be used to accelerate cooling of the filler/sealer. Blotting the filler/sealer with fine aggregate is not allowed. Remove and dispose of filler/sealer that is in excess of the specified film dimensions or that has not bonded to both sides of the joint at the Contractor's expense.

Protect filled/sealed joints until the filler/sealer has cured sufficiently. Clean filled/sealed joints that become damaged with high pressure air and refill/reseal them to meet the specified film amount at no additional cost to the State.

Filler or sealant that becomes damaged from traffic or from the removal of over-applied amounts shall be repaired. The areas shall have additional filler or sealant applied, to the satisfaction of the Engineer or agency representative and at the Contractor's expense. Deficient areas where sealant has sunk into the joint/crack more than 3/8 inch below the pavement surface shall have additional filler or sealant installed to the satisfaction of the agency representative, at the price. Cleaning of damaged or deficient areas shall not require removal of the sealant from a crack that has been sealed.

### **Option 5: (Per Gallon) Strike-Off Flush Application Method - ASTM D6690 Type II only**

Heat, Haul, Deliver (in hot oil-heated, containerized, mobile tanks), clean cracks (using air compressor with minimum 125 cubic feet per minute), and seal cracks at the locations. Contractor is to supply and operate all equipment, including that required to clean and seal cracks. Traffic control and supervision are to be supplied by purchasing agency or by the Contractor under the Optional Work Zone Traffic Control section of this Contract Award Notification.

Detailed specifications can be found elsewhere in this Contract Award Notification under CLEANING AND SEALING CRACKS IN HOT MIX ASPHALT PAVEMENT.

**SECTION 10: GROUP - JOINT AND CRACK FILLER/SEALER (Cont'd)**

**Option 6: (Per Linear Foot) Rout, Clean & Seal Application Method - ASTM D6690 Type II only**

Heat, Haul, Deliver (in hot oil-heated, containerized, mobile tanks), rout, clean cracks (using air compressor with minimum 125 cubic feet per minute), and seal cracks at the locations. Contractor is to supply and operate all equipment, including that required to rout, clean and seal cracks. Traffic control and supervision are to be supplied by purchasing agency or by the Contractor under the Optional Work Zone Traffic Control section of this Contract Award Notification.

Detailed specifications can be found elsewhere in this Contract Award Notification under ROUTING, CLEANING AND SEALING CRACKS IN HOT MIX ASPHALT PAVEMENT USING HOT APPLIED SEALANT

**Option 7: (Per Gallon)**

Deliver 702-0700 Asphalt Filler in 100 pound cardboard containers.  
The minimum delivery quantity shall be one (1) ton.

**Option 8: (Per Gallon)**

Material price (user pick-up only). Delivery charge not allowed through this contract.

**Work Zone Traffic Control**

Price for Work Zone Traffic Control shall be net per gallon or linear foot as applicable.

**Additional Flagger(s)**

Price for Additional Flagger(s) (if required) shall be net per day (to the nearest quarter day) for additional flagger(s).

**Pilot Vehicle(s) With Driver(s)**

Price for Pilot Vehicle(s) with Driver(s) shall be net per day per vehicle with driver.

**Time Rate**

Price for charge for time for each 15 minutes or portion thereof waiting time. Once work has commenced, no further time rate charge is allowed. Time Rate does not apply to material 702-0700.

**Note:** Price, with the exception of Option 8, must include material and delivery charges per options as indicated.

**10.2.2 Insurance**

Price shall include the following insurance coverage costs:

- 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. Note that pricing for OCP is not required to be bid and is not a requirement for award; however, bidder understands and agrees that 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 Contractor must supply it. The request for OCP shall be indicated by the Authorized User on the Quick Quote/ Price Calculation Worksheet. If that is the case, all Quick Quotes submitted by Contractors 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 (please notice that the Quick Quote submitted will only have to show how much the OCP insurance coverage cost will be for the Authorized User, the Contractor doesn't need either provide or buy the actual OCP insurance until he is notified by the Authorized User that his Quick Quote resulted in an award for that project).

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 10: GROUP - JOINT AND CRACK FILLER/SEALER (Cont'd)

10.3 Asphalt Price Adjustments – Joint and Crack Filler/Sealer

10.3.1 General

- a. Asphalt price adjustments allowed will be based on the September 1, 2015 average of the F.O.B. terminal price per ton of unmodified PG 64S-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

**The September 1, 2015 average is \$521.000**

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

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

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

For Crack Sealing:

Price Adjustment (per gallon)	=	$\frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average Terminal Price}}{235}$	X	Total Allowable Petroleum %
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For Routing, Cleaning and Sealing:

Price Adjustment (per linear foot)	=	$\frac{\text{New Monthly Average FOB Terminal Price} - \text{Base Average Terminal Price}}{14,400}$	X	Total Allowable Petroleum %
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Positive Price Adjustment number shall be added to original per gallon Price.  
Negative Price Adjustment number shall be subtracted from original per gallon Price.

**New Monthly Average F.O.B. Terminal Price**

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

**Base Average F.O.B. Terminal Price**

The average F.O.B. terminal price of unmodified PG 64S-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of September 1, 2015.

**SECTION 10: GROUP - JOINT AND CRACK FILLER/SEALER (Cont'd)**

**Total Allowable Petroleum**

The percentage of total allowable petroleum for each item is as follows:

<b>Material Designation</b>	<b><u>Asphalt %</u></b>	<b><u>Petroleum Allowance %</u></b>	<b><u>Total Allowable Petroleum %</u></b>
PG 64S-22 + Fiber	95.0	0.2	95.2%
702-0700	100.0	0.2	100.2%
ASTM D6690 Type II	56.0	0.2	56.2%
ASTM D6690 Type I	56.0	0.2	56.2%

Asphalt Price Adjustments will not be allowed for materials which do not have an asphalt cement base.

- 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 \$0.010 per gallon or \$0.002 per linear foot 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.

**10.3.2 Asphalt Price Adjustment – Joint and Crack Filler/Sealer: Example**

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

Item PG 64S-22 + Fiber

Base Average Price = \$521.000

New Average Price = \$531.000

% Total Allowable Petroleum = 95.2%

$$\boxed{\begin{array}{c} \text{Price} \\ \text{Adjustment} \\ \text{(per gallon)} \end{array}} = \boxed{\frac{(531.000 - 521.000)}{235}} \times \boxed{0.952}$$

$$\boxed{\begin{array}{c} \text{Price} \\ \text{Adjustment} \\ \text{(per gallon)} \end{array}} = \boxed{+\$0.040 \text{ per gallon}}$$

## SECTION 10: GROUP - JOINT AND CRACK FILLER/SEALER (Cont'd)

### 10.4 Required Qualifications

The Contractor must meet the following conditions:

1. The crack filler/sealer shall be obtained from an approved primary source. An approved primary source is a firm that samples, tests and certifies that the materials are in conformance with the NYSDOT materials specifications. Primary sources may be refineries, terminals, line-blend plants, intermediate storage facilities or other similar plants that sample, test and certify the materials.
2. The quantity of crack filler/sealer shall be measured by volume or weight using an accurate measuring device

### 10.5 Minimum Order

The absolute minimum order is 100 gallons for Material Grade Options 1-5 and 1,000 linear feet per day for Option 6.

### 10.6 Delivery Ticket

A delivery ticket shall be provided with each load of crack filler/sealer stating the following:

1. Storage facility identification
2. Ticket Number
3. Date/time
4. Item Number and Type
5. Quantity

**NOTE:** Although the delivery ticket for joint filler is not required to state the quantity delivered in 60° F gallons, payment will be made for 60° F gallons.

### 10.7 Payment

Payment shall be made at contract price per gallon, excess time rate, or linear foot for the actual quantities of crack filler/sealer furnished to and verified by the receiving agency. This determination as to quantities involved in any contract shall be accepted as final and binding upon the Contractor. A delivery slip stating quantities shall accompany each shipment. An invoice shall be sent promptly by the Contractor to the Engineer of the Region or to the State Agency placing the order. Measurement shall be based on the volume of crack filler/sealer at a temperature of 60° F. The method to be used for volume corrections shall be the method and coefficients of expansion given in the "Standard Petroleum Tables, A.S.T.M. D1250". The price per unit for other than "Specific Projects" arrived at (mutually estimated) by the Contractor and the using agency on the Price Calculation Worksheet or the price per unit resultant from the actual average daily production, whichever is less, shall be the price per unit paid to the Contractor. No additional payment shall be due the Contractor for production rates that are not equal to the rate upon which the calculation work sheet price was based.

### 10.8 Work Hours

Work will not be permitted on Sundays and Holidays. If the Contractor desires to work overtime on other days, dispensation from the NYS Labor Department must be obtained using Department of Labor Form PW-30 (5/93).

### 10.9 Optional Work Zone Traffic Control

The Contractor shall submit per gallon or per linear foot prices for Work Zone Traffic Control for the various options and quantity ranges as indicated on the bid sheets as prescribed by this specification. When requesting price quotations from the Contractors, the purchasing agency may at their option, include Work Zone Traffic Control by the Contractor for the specific project anticipated.

## SECTION 10: GROUP - JOINT AND CRACK FILLER/SEALER (Cont'd)

If optional work zone traffic control is included in the project request, the Contractor 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 Contractor shall submit a Work Zone Traffic Control Plan for approval to the resident engineer or agency authorized individual. 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 the 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 Contractor. For two-way roadways, a minimum of three flaggers shall be provided while the crack/joint sealing/filling operation is underway. One shall be stationed at each end of the operation and one shall be stationed with the crack sealant melting unit. For one-way roadways, a minimum of two flaggers shall be provided while the crack/joint sealing/filling operation is underway. One shall be stationed at the beginning of the operation and one shall be stationed with the operator. The Contractor shall station flaggers such that communication is maintained between 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 Contractor shall provide construction signs as specified in Section 619-1 through 619-3 of the Standard Specifications and in the MUTCD. At a minimum the Contractor shall install the construction signs indicated in their Work Zone Traffic Control Plan or as shown on the Work Zone Traffic Control drawings included in this Contract Award Notification as an attachment.

On major intersecting roads, the Contractor shall place ROAD WORK 500 FT. or ROAD WORK AHEAD signs (W20-1, 36" X 36") 300 to 500 feet in advance of the main line. Major intersecting roads are defined as State, County, Town, Village, or City roads. The Contractor may provide Portable signs as shown in Figure 6F-2 for lane closures during work hours.

All costs for Work Zone Traffic Control including flagging, pavement delineation, and construction signs are to be included in the prices per gallon or per linear foot.

### 10.9.1 Additional Flaggers for Work Zone Traffic Control

If the engineer or agency authorized individual determines that more than three (3) flaggers are necessary to properly control traffic on two-way roadways or more than two (2) flaggers are necessary to properly control traffic on one-way roadways and the Contractor is responsible for Work Zone Traffic Control under this Contract Award Notification, the Contractor shall provide additional flaggers under the Additional Flaggers item. The price per flagger per day shall include 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, etc. Price shall be by the day for each flagger provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day (standard eight-hour day). No extra payment shall be provided if the Contractor elects to work a longer day than the standard eight hour work day. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual.

### 10.9.2 Optional Pilot Vehicles with Drivers

If the Contractor is responsible for Work Zone Traffic Control and required by the engineer or agency authorized individual, the Contractor shall provide sufficient two-way radio equipped pilot vehicles with drivers to guide traffic around the crack sealing work zone at a maximum of 15 miles per hour. Price shall be by the day for each pilot vehicle with driver provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day (standard eight-hour day). No extra payment shall be provided if the Contractor elects to work a longer day than the standard eight hour work day. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual.

**SECTION 10: GROUP - JOINT AND CRACK FILLER/SEALER (Cont'd)**

The pilot vehicles 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.

**10.9.3 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 stationary 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 section 6F.62 of the MUTCD shall be used upstream of flagger stations to provide added warning to drivers. These devices shall be used for flagger stations except those that are constantly moving or are in use at one location for no more than a few minutes. If the W20-7a Flagger sign is required, the additional cones and flag tree shall also be used.

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

**10.10 Detailed Specifications – Joint and Crack Filler/Sealer**

Please, see Attachment – Detailed Specifications – Liquid Bituminous Materials

## SECTION 11: GROUP – MICROSURFACING AND/OR QUICK SET SLURRY SEAL

### 11.1 Introduction

Microsurfacing is a pavement preventive maintenance treatment which offers minor improvements to rideability and has excellent friction characteristics. Quick Set Slurry Seal is a pavement preventive maintenance treatment that offers minor improvements to rideability and has excellent friction characteristics for low volume roads.

### 11.2 Pricing Information

#### 11.2.1 General

Clause 15(b) of Appendix B has been modified to include the following:

Price shall be to three (3) decimal places.

Price with the exception of “Price Additional” shall be net per ton furnished, hauled, delivered, and applied with Contractor’s equipment at the locations indicated by the resident engineer, State Agency, or individual authorized by using agency and must include material costs. Microsurfacing shall be applied in accordance with NYSDOT’s Standard Specifications and as per the attached specification for microsurfacing. Quick set slurry seal shall be applied in accordance with NYSDOT’s Standard Specifications and as per the attached material specification for quick set slurry seal. Cleaning and preparing the existing pavement will be the responsibility of the purchasing agency. Erecting warning signs and directing traffic will be the responsibility of the purchasing agency or the Contractor using the optional Work Zone Traffic Control section at the discretion of the purchasing agency.

#### Price Additional:

#### Optional Work Zone Traffic Control Outside of New York City and Nassau, Rockland and Westchester Counties

Price for additional cost per ton for optional work zone traffic control shall be net per ton of completed microsurfacing and/or quick set slurry seal placed. This price shall include all costs to properly control traffic in accordance with these specifications.

#### Optional Work Zone Traffic Control within New York City and Nassau, Rockland and Westchester Counties

Price for additional cost per ton for optional work zone traffic control in the five boroughs of New York City and the counties of Nassau, Rockland, Westchester and Suffolk shall be net per ton of completed microsurfacing and/or quick set slurry seal placed therein. This price shall include all costs to properly control traffic in accordance with these specifications. This price is an additional price (on top of the basic price for work zone traffic control) for work zone traffic control in the five boroughs of New York City and the counties of Nassau, Rockland, Westchester and Suffolk.

#### Night Work

Price for additional cost per day of night work shall be net cost per day when directed by the Engineer or agency authorized individual.

#### Weekends

Price for additional cost per day for Saturday and Sunday work, when directed by the resident engineer or individual authorized by using agency, shall be net per day for Saturday or Sunday work. When requested to work on Saturday and/or Sunday by the resident engineer or agency authorized individual, the Contractor shall be paid the price for Saturday and/or Sunday work, as appropriate. The price per day shall include the cost of all premium labor charges. The Contractor shall only be due the extra payment when work on Saturday and/or Sunday is in the best interest of the State or the using agency. Work done by the Contractor on Saturday and/or Sunday for their own convenience or to make up for rain outs shall not result in extra payment for Saturday and/or Sunday work.

#### Microsurfacing and/or Quick Set Slurry Seal within the Five Boroughs of New York City

Price for additional cost per ton for microsurfacing and/or quick set slurry seal within the five boroughs of New York City shall be net per ton of completed microsurfacing and/or quick set slurry seal placed therein. This price is an additional price (on top of the basic price per ton of microsurfacing and/or quick set slurry seal) for microsurfacing and/or quick set slurry seal placed in the five boroughs of New York City.

**SECTION 11: GROUP – MICROSURFACING AND/OR QUICK SET SLURRY SEAL (Cont'd)**

**Additional Flaggers**

Price for additional flaggers (if required) shall be net per day (to the nearest quarter day) for additional flaggers.

**Pilot Vehicle with Driver**

Price for optional pilot vehicles with drivers (if required) shall be net per day (to the nearest quarter day) for each pilot vehicle with driver.

**Additional Construction Signs**

Price for optional additional construction signs shall be net per square foot (including signs, sign supports, installation, and removal) of additional construction signs.

**Abrading Existing Pavement Markings, Work Zone Traffic Control by Owner Agency**

Price for abrading the existing pavement markings by the Contractor, with work zone traffic control by the owner (if required) shall be net per linear foot at 4 inches wide of pavement markings actually abraded by the Contractor.

This price shall include all costs for pavement marking abrading including all labor, materials, and equipment necessary to abrade the pavement markings.

**Abrading Existing Pavement Markings, Work Zone Traffic Control by Contractor**

Price for abrading the existing pavement markings by the Contractor, with work zone traffic control by the Contractor (if required) shall be net per linear foot at 4 inches wide of pavement markings actually abraded by the Contractor. This price shall include all costs for pavement marking abrading including all labor, materials, and equipment necessary to abrade the pavement markings and all costs to properly control traffic.

**Milling Recesses to Receive Pavement Markings, Work Zone Traffic Control by Owner Agency**

Price for milling recesses to receive pavement markings. Price shall be net per linear foot milled.

**Milling Recesses to Receive Pavement Markings, Work Zone Traffic Control by Contractor**

Price for milling recesses to receive pavement markings. Price shall be net per linear foot milled.

**Longitudinal Joint Repair**

Price for additional cost per ton for longitudinal joint repair shall be net per ton of microsurfacing placed.

**Notes/Additional Information**

The price (mile and ton range) for a specific job will be calculated at the same rate. The rate will be determined by finding the one category which applies to the total mile(s) and tons per job. For example, a job which is 15 miles from the plant will be calculated at the same rate per ton for each mile (from 11 to 25) which is indicated in the 11-25 miles column herein, rather than on a cumulative basis.

Similarly a job that has a total requirement of 450 tons and takes 3 days to complete would be calculated using the rate for 150 tons per day which is indicated in the 101-300 tons column since it would be presumed that equal quantities would be applied each day.

**Contractors who did not received an award (or who did not bid) for haul, deliver and apply price are not permitted under this award to offer haul and apply prices to agencies, political subdivisions, or others authorized by law to use Subject Award.**

**11.2.2 Insurance**

Price shall include the following insurance coverage costs:

- 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.)

**SECTION 11: GROUP – MICROSURFACING AND/OR QUICK SET SLURRY SEAL (Cont'd)**

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. Note that pricing for OCP is not required to be bid and is not a requirement for award; however, bidder understands and agrees that 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 Contractor must supply it. The request for OCP shall be indicated by the Authorized User on the Quick Quote/ Price Calculation Worksheet. If that is the case, all Quick Quotes submitted by Contractors 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 (please notice that the Quick Quote submitted will only have to show how much the OCP insurance coverage cost will be for the Authorized User, the Contractor doesn't need either provide or buy the actual OCP insurance until he is notified by the Authorized User that his Quick Quote resulted in an award for that project).

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.)

**11.3 Asphalt Price Adjustments – Microsurfacing and/or Quick Set Slurry Seal**

**11.3.1 General**

- a. Asphalt price adjustments allowed will be based on the September 1, 2015 average of the F.O.B. terminal price per ton of unmodified PG 64S-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

**The September 1, 2015 average is \$521.000**

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

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

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

Price Adjustment (Per Ton)	=	$\left( \begin{array}{c} \text{New Monthly Average} \\ \text{F.O.B. Terminal Price} \end{array} - \begin{array}{c} \text{Base Average F.O.B.} \\ \text{Terminal Price} \end{array} \right)$	X	Total Allowable Petroleum %
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Positive Price Adjustment number shall be added to original per gallon Price.  
Negative Price Adjustment number shall be subtracted from original per gallon Price.

**New Monthly Average F.O.B. Terminal Price**

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

**Base Average F.O.B. Terminal Price**

The average F.O.B. terminal price of unmodified PG 64S-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of September 1, 2015.

**SECTION 11: GROUP – MICROSURFACING AND/OR QUICK SET SLURRY SEAL (Cont'd)**

**Total Allowable Petroleum**

The percentage of total allowable petroleum for each item is as follows:

Item #	Material Designation	Asphalt %	Petroleum Allowance %	Total Allowable Petroleum %
413.02010118	Microsurfacing, Type II, F1	9.0	0.2	9.2
413.02020118	Microsurfacing, Type II, F2	9.0	0.2	9.2
413.02030118	Microsurfacing, Type II, F3	9.0	0.2	9.2
413.03010118	Microsurfacing, Type III, F1	7.5	0.2	7.7
413.03020118	Microsurfacing, Type III, F2	7.5	0.2	7.7
413.03030118	Microsurfacing, Type III, F3	7.5	0.2	7.7
413.04030118	Microsurfacing, Type III Rut Filling	7.5	0.2	7.7
414.03030118	Quick-set Slurry, Type II	13.5	0.2	13.7
414.04030118	Quick-set Slurry, Type III	12.0	0.2	12.2

Asphalt Price Adjustments will not be allowed for materials which do not have an asphalt cement base.

- 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 11: GROUP – MICROSURFACING AND/OR QUICK SET SLURRY SEAL (Cont'd)**

**11.3.2 Asphalt Price Adjustment – Microsurfacing and/or Quick Set Slurry Seal: Example**

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

Material Designation: 413.02010118

Base Average Price = \$521.000

New Average Price = \$531.000

% Total Allowable Petroleum = 9.2%

$$\begin{array}{|c|} \hline \text{Price} \\ \text{Adjustment} \\ \text{(per ton)} \\ \hline \end{array} = \begin{array}{|c|} \hline (531.000 - 521.000) \\ \hline \end{array} \times \begin{array}{|c|} \hline 0.092 \\ \hline \end{array}$$

$$\begin{array}{|c|} \hline \text{Price} \\ \text{Adjustment} \\ \text{(per ton)} \\ \hline \end{array} = \begin{array}{|c|} \hline +\$0.920 \text{ per ton} \\ \hline \end{array}$$

Positive Price Adjustment number shall be added to original per gallon Price.  
 Negative Price Adjustment number shall be subtracted from original per gallon Price.

**11.4 Delivery Ticket**

A delivery ticket shall be provided with each load of bituminous asphalt emulsions stating the following:

1. Storage facility identification
2. Ticket Number
3. Date/time
4. Item Number and Type
5. Quantity ticket printed by machine
6. Quantity in 60° F gallons for emulsions

**11.5 Payment**

Payment for Micro-Surfacing Types II, and III, Quick Set Slurry Seal types II and III; and Rut Filling shall be made at the contract price per ton for the actual total number of tons of aggregate, mineral filler, and asphalt emulsion verified by the receiving agency used in the accepted portion of the work. An invoice shall be sent promptly by the Contractor to the resident engineer of the region or to the State Agency or to the political subdivision's representative placing the order.

The price per unit arrived at (mutually estimated) by the Contractor and the using agency on the Price Calculation Worksheet or the price per unit resultant from the actual average daily production, whichever is less, shall be the price per unit paid to the Contractor. No additional payment shall be due to the Contractor for production rates that are not equal to the rate upon which the calculation work sheet price was based.

Payment for optional work zone traffic control (if required) will be made based on the number of tons of completed microsurfacing and/or quick set slurry seal for the applicable type of highway and quantity range. Payment for optional work zone traffic control in the five boroughs of New York City and the counties of Nassau, Rockland, Westchester and Suffolk (if required) will be made based on the number of tons of completed microsurfacing and/or quick set slurry seal for the applicable type of highway and quantity range. This payment is an additional payment (on top of the basic payment for work zone traffic control) for work zone traffic control therein.

Payment for night work will be based on the actual number of days (nights) worked at the direction of the resident engineer or agency authorized individual.

**SECTION 11: GROUP – MICROSURFACING AND/OR QUICK SET SLURRY SEAL (Cont'd)**

Payment for work on Saturday and/or Sunday will be based on the actual number of days worked at the direction of the resident engineer or agency authorized individual.

Payment for microsurfacing and/or quick set slurry seal placed in the five boroughs of New York City will be made based on the actual number of tons of completed microsurfacing and/or quick set slurry seal placed therein. This payment is an additional payment (on top of the basic payment per ton of microsurfacing and/or quick set slurry seal) for microsurfacing and/or quick set slurry seal placed in the five boroughs of New York City.

Payment for additional flaggers (if required) will be made based on the number of days (computed to the nearest quarter day) that additional flaggers are utilized as directed by the engineer or agency authorized individual.

Payment for optional pilot vehicles with drivers will be made based on the number of days (computed to the nearest quarter day) that optional pilot vehicles with drivers are utilized as directed by the engineer or agency authorized individual.

Payment for optional additional construction signs will be made based on the number of square feet (computed to the nearest tenth of a square foot) of additional construction signs that are utilized as directed by the engineer or agency authorized individual.

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 Contractor (if required), will be made based on the number of linear feet at 4 inches wide of pavement markings actually abraded as directed by the engineer or agency authorized individual. No separate payment will be made for work zone traffic control when this item is used.

Payment for milling recesses to receive pavement markings, with work zone traffic control by the owner agency (if required), will be made based on the number of linear feet milled as directed by the engineer or agency authorized individual.

Payment for milling recesses to receive pavement markings, with work zone traffic control by the Contractor (if required), will be made based on the number of linear feet milled 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 longitudinal joint repair will be made based on the actual number of tons of microsurfacing placed for longitudinal joint repair. This payment is an additional payment on top of the basic payment for microsurfacing used for longitudinal joint repair.

**11.6 Pre-Microsurfacing and/or Quick Set Slurry Seal Conference**

The Contractor shall schedule a pre-microsurfacing and/or quick set slurry seal conference with the affected resident engineer or agency authorized individual after acceptance of the Contractor's quotation and at least one week prior to the start of the microsurfacing and/or quick set slurry seal. Project level supervisors for both the owner agency and the Contractor should be present at this conference. At this conference, the Contractor shall present their proposed microsurfacing and/or quick set slurry seal schedule (including design curing time), procedure, and Traffic Control Plan (if applicable) to the State (or using agency) for approval along with a copy of their letter of approval for their proposed microsurfacing and/or quick set slurry seal equipment. Prior to the start of microsurfacing and/or quick set slurry seal, the Contractor shall coordinate the details of the microsurfacing and/or quick set slurry seal with the resident engineer or agency authorized individual.

**11.7 Supervision**

The using agency shall provide supervision for the microsurfacing and/or quick set slurry seal. The resident engineer or agency authorized individual shall designate a microsurfacing and/or quick set slurry seal supervisor and that person shall be in responsible charge of the operation. The following portions of Section 105 – CONTROL OF WORK of the Standard Specifications shall apply to these projects: 105-01 STOPPING WORK, 106-08 COOPERATION BY THE CONTRACTOR, 105-15 CONTRACTOR'S RESPONSIBILITY FOR WORK.

**11.8 Work Hours**

Work will not be permitted on Sundays and Holidays unless ordered by the State's or political subdivision's representative. If the Contractor desires to work overtime on other days, dispensation from the NYS Labor Department must be obtained using Department of Labor Form PW-30 (5/93).

**SECTION 11: GROUP – MICROSURFACING AND/OR QUICK SET SLURRY SEAL (Cont'd)**

**11.9 Construction Details**

The construction details shall comply with the requirements specified in the enclosed DETAILED SPECIFICATION. The Contractor shall inform the microsurfacing and/or quick set slurry seal Supervisor of significant deviations from the specifications.

**11.10 Restoration of Disturbed Areas**

During the course of the work the Contractor shall take reasonable care not to disturb areas outside the existing pavement. Any areas disturbed by the Contractor shall be returned to their original condition at no expense to the owner. Any and all debris generated as part of the work shall be removed by the Contractor upon completion of the project.

**11.11 Damaged or Deficient Areas**

Prior to acceptance and payment for the microsurfacing and/or quick set slurry seal by the purchasing agency, any mixture that ravel, delaminates, streaks because of oversize stone, fails to properly cure, or is in anyway defective shall be redone to the satisfaction of the resident engineer or agency authorized individual at the Contractor's expense. After acceptance, the terms and conditions of the section of this Contract Award Notification entitled BONDING REQUIREMENTS, Section A, Item 1, Maintenance Material Bond shall control when the Contractor shall repair all defective microsurfacing. Bonding requirements pertain only to microsurfacing projects and not to quick set slurry seal projects.

**11.12 Optional Work Zone Traffic Control**

The Contractor shall submit per ton prices for work zone traffic control for the various options and quantity ranges as prescribed by this specification. When requesting price quotations from the Contractors, the purchasing agency may at their option, include work zone traffic control by the Contractor for the specific project anticipated.

If optional work zone traffic control is included in the project request, the Contractor 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 Contractor shall submit a Work Zone Traffic Control Plan for approval to the resident engineer or agency authorized individual at the Pre-Micro Surfacing and/or Quick Set Slurry Seal 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 Contractor. For two-way roadways, a minimum of three flaggers shall be provided while the microsurfacing and/or quick set slurry seal operation is underway. One shall be stationed at each end of the operation and one shall be stationed with the microsurfacing and/or quick set slurry seal machine. For one-way roadways, a minimum of two flaggers shall be provided while the microsurfacing and/or quick set slurry seal operation is underway. One shall be stationed at the beginning of the operation and one shall be stationed with the microsurfacing and/or quick set slurry seal machine. The Contractor shall station flaggers such that communication is maintained between the flaggers. Hand signals, radios, pilot vehicles, or some other means of communication may be used subject to the approval of the resident engineer or agency authorized individual.

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

**SECTION 11: GROUP – MICROSURFACING AND/OR QUICK SET SLURRY SEAL (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 Contractor may provide portable signs as shown in Figure 6F-2 of the MUTCD and meeting the requirements of Section 619 of the Standard Specifications for lane closures during work hours.

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

**11.12.1 Special Note: Temporary Pavement Markings**

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

**SECTION 11: GROUP – MICROSURFACING AND/OR QUICK SET SLURRY SEAL (Cont'd)**

The State or political sub division is responsible for the final pavement markings unless otherwise indicated in the contract. If the Contractor chooses to install NO CENTER LINE and DO NOT PASS signs and temporary yellow 2 foot by 4 inch pavement markings in lieu of full barrier centerline markings, the signs shall be left in place until the 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 to be included in the prices per ton for optional work zone traffic control. No separate payment shall be made.

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

If the 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 Contractor is responsible for work zone traffic control under this Contract Award Notification, the Contractor shall provide additional flaggers under the Additional Flaggers item. The price per flagger per day shall include 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, etc. Payment shall be by the day for each flagger provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. No extra payment shall be provided if the Contractor elects to work a longer day than the standard eight hour work day. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual

**11.12.3 Optional Pilot Vehicles with Drivers**

If required by the engineer or agency authorized individual, the Contractor shall provide sufficient two-way radio equipped pilot vehicles with drivers to guide traffic around the microsurfacing and/or quick set slurry seal work zone at a maximum of 20 miles per hour. Payment shall be by the day for each pilot vehicle with driver provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. No extra payment shall be provided if the Contractor elects to work a longer day than the standard eight hour work day. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual.

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.

**11.12.4 Optional Additional Construction Signs**

If the 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 Contractor is responsible for work zone traffic control under this Contract Award Notification, the Contractor shall provide additional construction signs under the Optional Additional Construction Signs item. Optional Additional Construction Signs shall be as specified in Sections 619-1 through 619-3 of the Standard Specifications and/or in the MUTCD, or as specified by the engineer or agency authorized individual. The price per square foot shall include all costs of providing the signs as indicated by the engineer or agency authorized individual, the sign supports, installation and removal at locations ordered by the engineer or agency authorized individual. Payment shall be made by the square foot of construction sign face, computed to the nearest tenth of a square foot.

**SECTION 11: GROUP – MICROSURFACING AND/OR QUICK SET SLURRY SEAL (Cont'd)**

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

If the Contractor, with the concurrence of the Resident Engineer or agency authorized individual, determines that it is necessary for the performance of the microsurfacing and/or quick set slurry seal, the Contractor shall abrade the existing pavement markings so that at least 75% of the glass beads in the existing pavement markings are removed. The method of abrading may include sand blasting, water blasting, grinding, or other method approved by the engineer or agency authorized individual. Care shall be taken to avoid damage to passing traffic. All damage to passing traffic caused by the Contractor's operations shall be the Contractor's responsibility. Traffic will be controlled by the 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 shall include all labor, materials, and equipment required to abrade the existing pavement markings to the satisfaction of the engineer or agency authorized individual..

**11.12.6 Abrading Existing Pavement Markings with Work Zone Traffic Control by the Contractor**

If the Contractor, with the concurrence of the Resident Engineer or agency authorized individual, determines that it is necessary for the performance of the microsurfacing and/or quick set slurry seal, the Contractor shall abrade the existing pavement markings so that at least 75% of the glass beads in the existing pavement markings are removed. The method of abrading may include sand blasting, water blasting, grinding, or other methods approved by the engineer or agency authorized individual. Care shall be taken to avoid damage to passing traffic. All damage to assign traffic caused by the Contractor's operations shall be the Contractor's responsibility. Traffic will be controlled by the Contractor.

The Contractor shall place temporary pavement markings as specified elsewhere in this Contract Award Notification under optional work zone traffic control, unless the microsurfacing and/or quick set slurry seal will be placed the same day as pavement markings are abraded. During the pavement markings abrading operation, traffic will be controlled by the Contractor in accordance with the MUTCD. The Contractor shall submit a proposed Work Zone Traffic Control Plan to the 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 shall include all labor, materials, and equipment required to abrade the existing pavement markings and to properly control traffic to the satisfaction of the engineer or agency authorized individual.

**11.12.7 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 stationary 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.

**SECTION 11: GROUP – MICROSURFACING AND/OR QUICK SET SLURRY SEAL (Cont'd)**

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 Section 6F.62 of the MUTCD shall be used upstream of flagger stations to provide added warning to drivers. These devices shall be used for flagger stations except those that are constantly moving or are in use at one location for no more than a few minutes. If the W20-7a Flagger sign is required, the additional cones and flag tree shall also be used.

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

**11.13 Detailed Specifications – Microsurfacing and/or Quick Set Slurry Seal**

Please, see Attachment – Detailed Specifications – Liquid Bituminous Materials

## SECTION 12: GROUP – PAVER PLACED SURFACE TREATMENT

### 12.1 Introduction

Conventional and Rubber Modified Paver Placed Surface Treatment is a preventive maintenance treatment used to preserve highway pavements. The treatment is a surface paving system, placed by a self-priming paver, where a modified emulsion tack coat is placed directly before the application of a conventional or rubber modified hot mix asphalt wearing course.

### 12.2 Pricing Information

#### 12.2.1 General

Clause 15(b) of Appendix B has been modified to include the following:

Price shall be to three (3) decimal places.

Price shall be FOB the Contractor's location per ton based on average daily production for the conventional and rubber modified paver placed surface treatment.

The Contractor is to furnish all necessary labor and equipment to complete the conventional or rubber modified paver placed surface treatment work under this contract. Cleaning the existing pavement shall be the responsibility of the State or political subdivision. Permanent pavement striping will be the responsibility of the State or political subdivision upon completion of the conventional or rubber modified paver placed surface treatment after the Contractor has vacated the project site.

The price for optional work zone traffic control shall be per ton of conventional or rubber modified paver placed surface treatment.

Price for additional flaggers (if required) shall be net per day (to the nearest quarter day) for additional flaggers.

Price for optional pilot vehicles with drivers (if required) shall be net per day (to the nearest quarter day) for each pilot vehicle with driver.

Price for optional additional construction signs shall be net per square foot (including signs, sign supports, installation, and removal) of additional construction signs.

Price for additional cost per day for Saturday and Sunday work, when directed by the resident engineer or authorized by using agency, shall be net per day for Saturday or Sunday work.

Price for abrading the existing pavement markings by the Contractor, with work zone traffic control by the owner (if required) shall be net per linear foot at 4 inches wide of pavement markings actually abraded by the Contractor. This price shall include all costs for pavement marking abrading including all labor, materials, and equipment necessary to abrade the pavement markings.

Price for abrading the existing pavement markings by the Contractor, with work zone traffic control by the Contractor (if required) shall be net per linear foot at 4 inches wide of pavement markings actually abraded by the Contractor. This price shall include all costs for pavement marking abrading including all labor, materials, and equipment necessary to abrade the pavement markings and all costs to properly maintain traffic.

Price for overlay splices with work zone traffic control by the owner (if required) shall be net per linear foot at 3 feet wide of overlay splices actually constructed by the Contractor. This price shall include all costs for conventional or rubber modified paver placed surface treatment overlay splices including all labor, materials, and equipment necessary to construct the overlay splices.

Price for splices with work zone traffic control by the Contractor (if required) shall be net per linear foot at 3 feet wide of overlay splices actually constructed by the Contractor. This price shall include all costs for conventional or rubber modified paver placed surface treatment overlay splices including all labor, materials, and equipment necessary to construct the overlay splices and all costs to properly control traffic.

The equipment supplied to place the conventional or rubber modified paver placed surface treatment shall meet the appropriate requirements of the New York State Department of Transportation Standard Specifications. All necessary operators shall be supplied along with the conventional or rubber modified paver placed surface treatment spreader and the rollers. All personnel supplied for the work under this contract shall be qualified and experienced in conventional or rubber modified paver placed surface treatment placement.

## SECTION 12: GROUP – PAVER PLACED SURFACE TREATMENT (Cont'd)

Price Additional for Mobilization from Contractor's Location to Project Location - Price additional for mobilization from Contractor's location to project location shall be net per ton of accepted conventional or rubber modified paver placed surface treatment in place performed at the locations indicated by the State's resident engineer or political subdivision's representative. Conventional or rubber modified paver placed surface treatment shall be performed in accordance with NYSDOT's Standard Specifications and as per the attached specifications for conventional or rubber modified paver placed surface treatment. Cleaning the existing pavement will be the responsibility of the State or owner political subdivision. Erecting warning signs and directing traffic will be the responsibility of the purchasing agency or the Contractor using the optional work zone traffic control section of this Contract Award Notification at the discretion of the purchasing agency.

### 12.2.2 Insurance

Price shall include the following insurance coverage costs:

- 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. Note that pricing for OCP is not required to be bid and is not a requirement for award; however, bidder understands and agrees that 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 Contractor must supply it. The request for OCP shall be indicated by the Authorized User on the Quick Quote/ Price Calculation Worksheet. If that is the case, all Quick Quotes submitted by Contractors 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 (please notice that the Quick Quote submitted will only have to show how much the OCP insurance coverage cost will be for the Authorized User, the Contractor doesn't need either provide or buy the actual OCP insurance until he is notified by the Authorized User that his Quick Quote resulted in an award for that project).

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.)

## 12.3 Asphalt Price Adjustments – Paver Placed Surface Treatment

### 12.3.1 General

- a. Asphalt price adjustments allowed will be based on the September 1, 2015 average of the F.O.B. terminal price per ton of unmodified PG 64S-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

#### **The September 1, 2015 average is \$521.000**

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

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

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

**SECTION 12: GROUP – PAVER PLACED SURFACE TREATMENT (Cont'd)**

- c. The unit prices of bituminous materials purchased from any award based on this specification will be subject to adjustment based on the following formula:

Price Adjustment (Per Ton)	=	$\left( \begin{array}{l} \text{New Monthly Average} \\ \text{F.O.B. Terminal Price} \end{array} - \begin{array}{l} \text{Base Average F.O.B.} \\ \text{Terminal Price} \end{array} \right)$	X	Total Allowable Petroleum %
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Positive Price Adjustment number shall be added to original per gallon Price.  
Negative Price Adjustment number shall be subtracted from original per gallon Price.

**New Monthly Average F.O.B. Terminal Price**

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

**Base Average F.O.B. Terminal Price**

The average F.O.B. terminal price of unmodified PG 64S-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of September 1, 2015.

**Total Allowable Petroleum**

The percentage of total allowable petroleum for each item is as follows:

Item #	Asphalt %	Petroleum Allowance %	Total Allowable Petroleum %
415.0X0F0118	6.5	1.0	7.5
415.0X0F0118R	6.5	1.0	7.5

Asphalt Price Adjustments will not be allowed for materials which do not have an asphalt cement base.

- 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 12: GROUP – PAVER PLACED SURFACE TREATMENT (Cont'd)**

**12.3.2 Asphalt Price Adjustment – Paver Placed Surface Treatment: Example**

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

Item 415.01010118

Base Average Price = \$521.000

New Average Price = \$531.000

% Total Allowable Petroleum = 7.5%

$$\begin{array}{|c|} \hline \text{Price} \\ \text{Adjustment} \\ \text{(per ton)} \\ \hline \end{array} = \begin{array}{|c|} \hline (531.000 - 521.000) \\ \hline \end{array} \times \begin{array}{|c|} \hline 0.075 \\ \hline \end{array}$$

$$\begin{array}{|c|} \hline \text{Price} \\ \text{Adjustment} \\ \text{(per ton)} \\ \hline \end{array} = \begin{array}{|c|} \hline +\$0.750 \text{ per ton} \\ \hline \end{array}$$

Positive Price Adjustment number shall be added to original per gallon Price.

Negative Price Adjustment number shall be subtracted from original per gallon Price.

**12.4 Minimum Quantities**

The minimum project size for conventional and rubber modified paver placed surface treatment under this contract shall be **50 tons**. This is approximately 0.12 miles of two lane highway at 20 feet wide. A quantity/price change per day occurs at **150 tons**, which is approximately 0.35 miles of a 2 lane highway at 20 feet wide. A second quantity/price change per day occurs at **500 tons**, which is approximately 1.2 miles of a 2 lane highway at 20 feet wide. A third quantity/price change per day occurs at **1000 tons**, which is approximately 2.4 miles of a 2 lane highway at 20 feet wide.

**12.5 Delivery Ticket**

A delivery ticket shall be provided with each load of bituminous asphalt emulsions stating the following:

7. Storage facility identification
8. Ticket Number
9. Date/time
10. Item Number and Type
11. Quantity ticket printed by machine
12. Quantity in 60° F gallons for emulsions

**12.6 Payment**

Payment for conventional and rubber modified paver placed surface treatment in place shall be made at the contract price per unit for the actual number of tons of conventional or rubber modified paver placed surface treatment in place verified by the State or receiving political subdivision and used in the accepted portion of the work. The determination as to quantities involved in this contract shall be accepted as final and binding upon the Contractor.

A delivery slip stating quantities of hot mix asphalt concrete for conventional or rubber modified paver placed surface treatment shall accompany each shipment. An invoice listing the quantities of conventional or rubber modified paver placed surface treatment in place shall be sent promptly by the Contractor to the State's resident engineer or to the political subdivision's representative placing the order.

Payment for optional work zone traffic control (if required) will be made based on the average daily production in tons per day of completed conventional or rubber modified paver placed surface treatment.

## SECTION 12: GROUP – PAVER PLACED SURFACE TREATMENT (Cont'd)

Payment for additional flaggers (if required) will be made based on the number of days (computed to the nearest quarter day) that additional flaggers are utilized as directed by the engineer or agency authorized individual.

Payment for optional pilot vehicles with drivers will be made based on the number of days (computed to the nearest quarter day) that optional pilot vehicles with drivers are utilized as directed by the engineer or agency authorized individual.

Payment for optional additional construction signs will be made on the number of square feet (computed to the nearest tenth of a square foot) of additional construction signs that are utilized as directed by the engineer or agency authorized individual.

Payment for work on Saturday and/or Sunday will be based on the actual number of days worked at the direction of the resident engineer or agency authorized individual.

Payment for abrading the existing pavement markings by the Contractor, with work zone traffic control by the owner (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 by the Contractor, with work zone traffic control by the Contractor (if required), will be made based on the number of linear feet at 4 inches wide of pavement markings actually abraded as directed by the engineer or agency authorized individual. No separate payment will be made for work zone traffic control when this item is used.

Payment for overlay splices with work zone traffic control by the owner (if required) will be made based on the number of linear feet of overlay splices at 3 feet wide actually constructed by the Contractor as directed by the engineer or agency authorized individual.

Payment for overlay splices with work zone traffic control by the Contractor (if required) will be made based on the number of linear feet of overlay splices at 3 feet wide actually constructed by the Contractor as directed by the engineer or agency authorized individual. No separate payment will be made for maintenance and protection of traffic when this item is used.

The price per unit arrived at (mutually estimated) by the Contractor and the using agency on the Price Calculation Worksheet or the price per unit resultant from the average daily production, whichever is less, shall be the price per unit paid to the Contractor. No additional payment shall be due to the Contractor for production rates that are not equal to the rate upon which the calculation work sheet price was based.

### 12.7 Pre-Conventional or Rubber Modified Paver Placed Surface Treatment Conference

The Contractor shall schedule a pre-conventional or rubber modified paver placed surface treatment conference with the State or political subdivision at least two weeks prior to the start of work under this contract. Project level supervisors for both the owner agency and the Contractor will be present at this conference. At this conference the Contractor shall present Certificates of Insurance evidencing compliance with the additional insurance requirements, their proposed schedule, mix design, numbers and type of equipment, and Work Zone Traffic Control (if applicable) to the State or political subdivision for approval. The mix design must clearly show all the target gradations and asphalt content used in the mix design and shall be representative of the materials proposed by the Contractor to be used on the project. Adjustments may be required during construction based on field conditions and with the approval of the State or political subdivision.

The Contractor shall also furnish the State or political subdivision copies of the self-priming paver approval at this time. The Contractor shall indicate the aggregate source and the hot mix asphalt concrete source, at this conference. At least one week prior to the start of work under this contract, the Contractor shall coordinate the details of the conventional or rubber modified paver placed surface treatment with the owner's representative.

### 12.8 Damaged or Deficient Areas

Prior to acceptance and payment for work under this contract by the State or political subdivision, any conventional or rubber modified paver placed surface treatment that ravels, delaminates, fails to properly cure, or is in any way defective shall be redone to the satisfaction of the State's or political subdivision's representative at the Contractor's expense.

## SECTION 12: GROUP – PAVER PLACED SURFACE TREATMENT (Cont'd)

### 12.9 Work Hours

Work will not be permitted on Sundays and Holidays unless requested by NYSDOT. If the Contractor desires to work overtime on other days, dispensation from the NYS Labor Department must be obtained.

### 12.10 Saturday and Sunday Work

When requested to work on Saturday and/or Sunday by the resident engineer or agency authorized individual, the Contractor shall be paid the price for Saturday and/or Sunday work, as appropriate. The price per day shall include the cost of all premium labor charges. The Contractor shall only be due the extra payment when work on Saturday and/or Sunday is in the best interest of the State or the using agency. Work done by the Contractor on Saturday and/or Sunday for their own convenience or to make up for rainouts shall not be due the extra payment for Saturday and/or Sunday work.

### 12.11 Construction Details

The construction details shall comply with the requirements specified in the enclosed DETAILED SPECIFICATIONS.

### 12.12 Optional Overlay Splices with Work Zone Traffic Control by the Owner

If required by the Engineer or agency authorized individual, the Contractor shall construct overlay splices (commonly known as rebates) as per the detail Overlay Splices (see next page). The price shall include all costs to properly construct the overlay splice including the costs for cutting the existing pavement, milling overlay splices, and cleaning the pavement in the splice area. Payment shall be by the linear foot of overlay splice at 3 feet wide. Work zone traffic control shall be the responsibility of the owner.

### 12.13 Optional Overlay Splices with Work Zone Traffic Control by the Contractor

If required by the Engineer or agency authorized individual, the Contractor shall construct overlay splices (commonly known as rebates) as per the detail Overlay Splices (see next page). The price shall include all costs to properly construct the overlay splice including the costs for cutting the existing pavement, milling overlay splices, cleaning the pavement in the splice area, and maintaining and protecting traffic. Payment shall be by the linear foot of overlay splice at 3 feet wide. Work zone traffic control shall be the responsibility of the Contractor.

### 12.14 Optional Work Zone Traffic Control

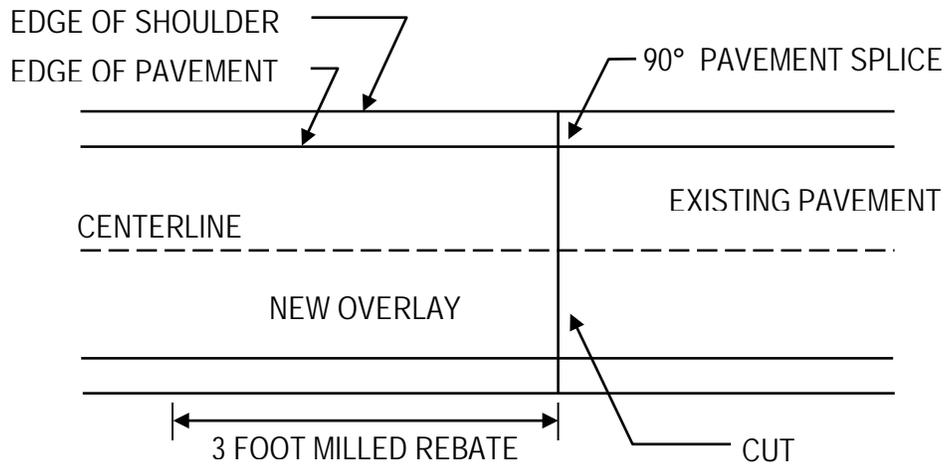
The Contractor shall submit a per square yard price for work zone traffic control as prescribed by this specification. When requesting price quotes from the Contractors, the purchasing agency may, at their option, include work zone traffic control by the Contractor for the specific project anticipated.

If optional work zone traffic control is included in the project request, the Contractor 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 Contractor shall submit a Work Zone Traffic Control Plan for approval to the resident engineer or agency authorized individual at the Pre-Conventional or Rubber Modified Paver Placed Surface Treatment Conference. For two-way roadways, Figures TAST-C1R, TASTC2R, 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, TASTC6UL, 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.

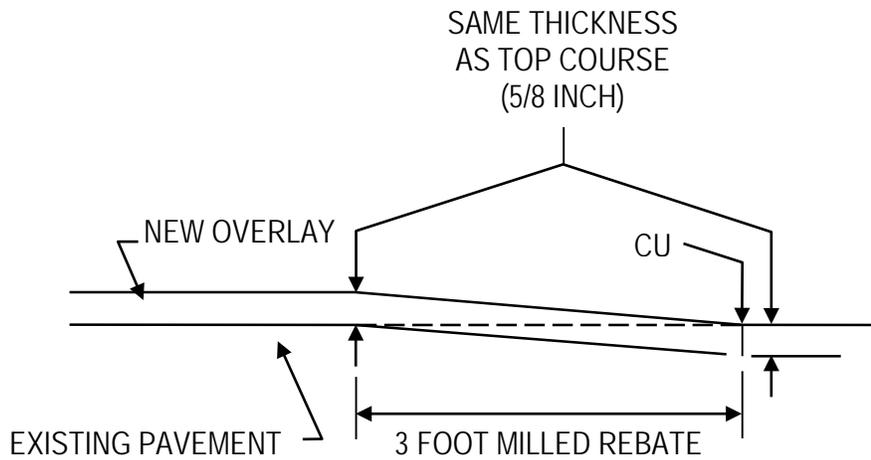
All necessary flaggers for work zone traffic control shall be provided by the Contractor. For two-way roadways, a minimum of three flaggers shall be provided while the conventional or rubber modified paver placed surface treatment operation is underway. One shall be stationed at each end of the operation and one shall be stationed with the paver placed surface treatment machine. For one-way roadways, a minimum of two flaggers shall be provided while the conventional or rubber modified paver placed surface treatment operation is underway. One shall be stationed at the beginning of the operation and one shall be stationed with the paver placed surface treatment machine. The Contractor shall station flaggers such that communication is maintained between the flaggers. Hand signals, radios, pilot vehicles, or some other means of communication may be used subject to the approval of the resident engineer or agency authorized individual.

SECTION 12: GROUP – PAVER PLACED SURFACE TREATMENT (Cont'd)

OPTIONAL OVERLAY SPLICE:



PLAN



SECTION

**SECTION 12: GROUP – PAVER PLACED SURFACE TREATMENT (Cont'd)**

Unless otherwise specified, the highway shall be kept open to traffic at all times. Traffic shall be discontinued on the lane where the conventional or rubber modified paver placed surface treatment is being placed; and as soon as the newly paved surface has been rolled, traffic may be permitted thereon. The Contractor shall provide construction signs as specified in Section 619-1 through 619-3 of the Standard Specifications and in the MUTCD. At a minimum the Contractor shall install the following permanent construction signs:

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.
LOW SHOULDER	<u>W8-9</u> Conventional 36" x 36"  Freeways 48" x 48"	Place on mainline spaced every 2 miles along project in each direction and after every major intersecting road until shoulder back-up is installed (if conditions warrant use, place between the W8-12 and R4-1, maintaining a minimum of 200' between signs for rural roads and 100' on urban. The W8-12 can be moved upstream to accommodate the required spacing.)
GROOVED PAVEMENT	<u>W8-15</u> Conventional 36" x 36"  Freeways 48" x 48"	On any roadway 500 feet in advance of rebates milled under this contract, but not paved. Remove or cover after paving rebate.

\*\*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

## SECTION 12: GROUP – PAVER PLACED SURFACE TREATMENT (Cont'd)

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

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

### 12.14.1 Special Note: Temporary Pavement Markings

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

### 12.14.2 Additional Flaggers for Work Zone Traffic Control

If the engineer or agency authorized individual determines that more than 3 flaggers are necessary to properly control traffic on two-way roadways or more than two flaggers are necessary to properly control traffic on one-way roadways and the Contractor is responsible for work zone traffic control under this Contract Award Notification, the Contractor shall provide additional flaggers under the Additional Flaggers item. The price per flagger per day shall include 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, etc. Payment shall be by the day for each flagger provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. No extra payment shall be provided if the Contractor elects to work a longer day than the standard eight-hour work day. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual.

**SECTION 12: GROUP – PAVER PLACED SURFACE TREATMENT (Cont'd)**

**12.14.3 Optional Pilot Vehicle with Drivers**

The Contractor shall provide sufficient two-way radio equipped pilot vehicles with drivers to guide traffic around the paver placed surface treatment work zone at a maximum of 20 miles per hour. Payment shall be by the day for each pilot vehicle with driver provided. A day shall be determined as including the time period between the commencement and completion of work on any calendar day. No extra payment shall be provided if the Contractor elects to work a longer day than the standard eight-hour workday. Payment shall be made to the nearest quarter day as determined by the engineer or agency authorized individual. 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	<u>G20-4</u> 36" X 18"	ON BACK OF PILOT VEHICLES.

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

**12.14.4 Optional Additional Construction Signs**

If the 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 Contractor is responsible for work zone traffic control under this Contract Award Notification, the Contractor shall provide additional construction signs under the Optional Additional Construction Signs item. Optional Additional Construction Signs shall be as specified in Sections 619-1 through 619-3 of the Standard Specifications and/or in the MUTCD, or as specified by the engineer or agency authorized individual. The price per square foot shall include all costs of providing the signs as indicated by the engineer or agency authorized individual, the sign supports, installation and removal at locations ordered by the engineer or agency authorized individual. Payment shall be made by the square foot of construction sign face, computed to the nearest tenth of a square foot.

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

If the Contractor, with the concurrence of the Resident Engineer or agency authorized individual, determines that it is necessary for the performance of the conventional or rubber modified paver placed surface treatment, the Contractor shall abrade the existing pavement markings so that at least 75% of the glass beads in the existing pavement markings are removed. The method of abrading may include sand blasting, water blasting, grinding, or other method approved by the engineer or agency authorized individual. Care shall be taken to avoid damage to passing traffic. All damage to passing traffic caused by the Contractor's operations shall be the Contractor's responsibility. Traffic will be controlled by the 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 shall include all labor, materials, and equipment required to abrade the existing pavement markings to the satisfaction of the engineer or agency authorized individual.

**12.14.6 Abrading Existing Pavement Markings with Work Zone Traffic Control by the Contractor**

If the Contractor, with the concurrence of the Resident Engineer or agency authorized individual, determines that it is necessary for the performance of the conventional or rubber modified paver placed surface treatment, the Contractor shall abrade the existing pavement markings so that at least 75% of the glass beads in the existing pavement markings are removed. The method of abrading may include sand blasting, water blasting, grinding, or other methods approved by the engineer or agency authorized individual. Care shall be taken to avoid damage to passing traffic. All damage to passing traffic caused by the Contractor's operations shall be the Contractor's responsibility. Traffic will be controlled by the Contractor.

## SECTION 12: GROUP – PAVER PLACED SURFACE TREATMENT (Cont'd)

The Contractor shall place temporary pavement markings as specified elsewhere in this Contract Award Notification under optional work zone traffic control, unless the conventional or rubber modified paver placed surface treatment will be placed the same day as pavement markings are abraded. During the pavement markings abrading operation, traffic will be controlled by the Contractor in accordance with the MUTCD. The Contractor shall submit a proposed 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 yard 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 shall include all labor, materials, and equipment required to abrade the existing pavement markings and to properly control traffic to the satisfaction of the engineer or agency authorized individual.

### 12.14.7 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 (1,000 feet for high speeds) 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 used, 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.

### 12.15 Detailed Specifications – Paver Placed Surface Treatment (Conventional and Rubber Modified)

Please, see Attachment – Detailed Specifications – Liquid Bituminous Materials

**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: \_\_\_\_\_

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

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

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

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

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

**Please email to: [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)**

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