

**TOWN OF PLATTSBURGH HIGHWAY DEPARTMENT**  
**151 Banker Road**  
**Plattsburgh, New York 12901**  
**(518) 562-6880**

**BID PROPOSAL**

**ASPHALT CONCRETE MATERIALS AND DELIVERY**

**A. DESCRIPTION OF SERVICE**

Furnishing and delivering plant mixed Hot Mix Asphalt (HMA) produced at a New York State Department of Transportation (NYSDOT) approved production facility as more specifically set out in section **C. Technical Specifications.**

**B. GENERAL CONDITIONS**

**1. Contract Participation by Town of Plattsburgh Departments, Clinton County Departments and Political Sub-divisions and Districts:** Authorized Contract Users

- a) **Town Departments:** All Town of Plattsburgh Departments may utilize and purchase under any Town centralized commodity and/or service contract let by the Town of Plattsburgh Purchasing Department, unless the bid specifications limit purchases/services to specific departments or prohibit such participation.
- b) **Non-Clinton County Authorized Users:** Under NYS General Municipal Law Section (103), subdivision (3), it is the intent of this Request for Bids that all political subdivisions and districts located in the County of Clinton and surrounding counties of Essex and Franklin, herein referred to as Authorized Users, be entitled to make purchases of materials from the resulting bid award.
- c) **Responsibility for Performance:** Utilization of the Town of Plattsburgh service contracts by qualified Non-Clinton County Authorized Users is permitted upon the following conditions:
  - i) The responsibility regarding performance of any contractual obligation, covenant, condition, or term there-under by any Authorized User other than town departments shall be borne and is expressly assumed by such Authorized User and not by the Town of Plattsburgh.
  - ii) Each Authorized User shall be billed and make payment directly to the successful bidder.
  - iii) A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Contractor there under respecting non-breaching Authorized Users, whether the Town of Plattsburgh or otherwise.
  - iv) For a breach by an Authorized User other than the Town of Plattsburgh, the Town of Plattsburgh specifically and expressly disclaims any and all liability for such

breach.

- v) The Contractor shall maintain insurance coverage as specified in Schedule A – General Insurance Requirements attached hereto and made part of this Bid Specification.
- vi) Each Non-Town of Plattsburgh Authorized User and Contractor guarantees to save the Town of Plattsburgh, its officers, agents, and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the contract.

2. **Contract Term:** The contract term shall be upon execution of the contract through December 31, 2024. Upon mutual agreement between the Town of Plattsburgh and successful bidder(s), the contract may be extended for up to two (2) additional years under the same terms and conditions, including bid prices, as contained in the original contract. Bidder(s) shall provide the exact location of their source for each bid item.
3. **Award:** The Town of Plattsburgh reserves the right to award each bid item to multiple vendors to accommodate project variables, including, but not limited to project location, costs of hauling, and the various Departments and political subdivisions participating in the contract. Unless otherwise stated in the bid specifications, the award shall be based on the lowest responsive per unit cost, availability, location of project and scheduling constraints of a project. Bid item(s) shall be ordered beginning with the lowest responsible bidder and considering the next lowest responsible bidder as needed.

If a subsequent New York State materials contract open to municipal subdivisions of New York State for any materials in this bid results in lower prices, the Town of Plattsburgh reserves the right to purchase from that contract. The Bidder may submit written documentation agreeing to honor said lower prices as part of this bid.

4. **Bid Security:** A Bid Bond in the amount of \$1,000 shall be required with the bid submissions. Each bid must be accompanied by cash in United States currency or a certified check of the Bidder in an amount of \$1,000. A Bid Bond, fully executed by the Bidder as principal, and having as surety thereon a surety company approved by the Town of Plattsburgh and authorized to do business in New York State, will be accepted in lieu of cash or certified check. Certified checks should be made payable to the Town of Plattsburgh.

Such cash, checks or Bid Bonds will be returned within three working days after execution of the Contract, or, if no Contract is executed with 45 calendar days after opening of Bids, upon demand of the Bidder at any time thereafter so long as he has not been notified of the acceptance of his Bid.

5. **Bidder Qualifications:** Bidders shall provide proof of financial and technical ability to produce and provide all bid items and services as may be required, for which they are submitting a bid price for the full term of the contract. Providing adequate proof of such ability is the sole responsibility of the bidder. The Town of Plattsburgh reserves the right to inspect the bidder's facilities and to inspect and/or test materials. **The Town of**

**Plattsburgh, in its sole discretion, shall determine the bidder's compliance with the required qualifications.**

The bidder awarded the contract shall have access to a complete permanent and/or portable operating manufacturing plant with facilities located within a reasonable delivery distance to job sites.

The material furnished shall be produced in a plant inspected and approved within the previous 12-month period as meeting the NYSDOT requirements of Section 401 of the Standard Specifications, current edition. Scale checks are required every 90 days per Section 401 of the Standard Specifications. Proof of certifications must be submitted with the bid.

The bidder shall operate and maintain a working laboratory at their plant, staffed by a full-time technician trained in all phases of asphalt testing in accordance with New York Construction Materials Association HMA Quality Control/Quality Assurance Testing Certification, or provide for such services to sample and test PG Binder, aggregate, mix designs, and related. The laboratory shall be a NYSDOT approved lab and shall have evidence of acceptance by NYSDOT. PG Binder and aggregate tests shall be done in accordance with the American Association of State Highway and Transportation Officials (AASHTO), and/or ASTM.

6. **Non-Compliance:** The supply of sub-standard or non-compliant material by any awarded vendor shall be cause to reject the material and may also be cause for the Town of Plattsburgh to purchase the material from an alternate source and charge the difference in cost between the bid price and the price paid to such alternate source to the rejected vendor, and may also be cause to cancel the vendor's contract in its entirety.
7. **Material Quantity:** The quantities provided in the Bid Schedule are estimated quantities only and shall not be construed to represent either the minimum or maximum quantities to be ordered. The bidder shall provide materials at the bid price without regard to actual quantities ordered. Bidders may submit bids **only for the specified products they are able to provide for the full term of the contract.**
8. **Material Quality:** Materials shall conform to the applicable requirements of NYSDOT Material Specifications. Unless otherwise stated in section **C. Technical Specifications**, the NYSDOT material acceptance certificate(s) and number(s) shall be provided on request. The Town of Plattsburgh or any contracting agency reserves the right to inspect and test all materials. Replacement of non-compliant materials shall be at no additional cost to the contracting agency.
9. **Project Safety:** All personnel shall be required to wear appropriate personal protective equipment (PPE) in the project work zone, in accordance with all current MUTCD and OSHA requirements.
10. **Asphalt Price Adjustments:** Asphalt price adjustments allowed will be based on the 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 Specifications.

The baseline price for **PGB liquid shall be the February 2023** posted price of **\$608 per U.S. ton**. An asphalt price adjustment shall apply when the NYS average posted price for PGB increases or decreases by more than **\$55** per U.S. ton from the baseline price as stated herein. **No fuel adjustments shall be included in the Contract.**

The price adjustment (increase or decrease) shall be made base on the following formulas:

For price increases:

Price Adjustment = FOB bid price + [(the % asphalt in the job mix formula) x [(The current NYSDOT posted price] – [The baseline PGB price + \$55])].

For price decreases:

Price Adjustment = FOB bid price – [(the % asphalt in the job mix formula) x [(The baseline PGB price – \$55) – [The current NYSDOT posted price])].

Note: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price. In the event that one or more of the New York State Department of Transportation's pre-approved sources discontinue posting a price for asphalt cement, the base average F.O.B. terminal price shall not be recalculated.

## 11. Liquidated Damages:

- a) The contractor shall have a plant that can provide a minimum production rate of 200 tons per hour. The contractor shall provide a minimum delivery rate, as specified in each job order. Per Section 3.1 a) of this specification, the contractor shall have available a minimum of ten (10) contract trucks to achieve the minimum delivery rate. The minimum delivery rate shall be determined by the total quantity per round of ordered contractor trucks plus authorized user trucks divided by the round-trip time plus 15 minutes unloading time at paver and 25 minutes loading time at the plant.

For example, 10 contractor trucks ordered plus 5 non-contractor (Town of Plattsburgh owned) trucks totals 15 trucks. Assume the total per round capacity of 15 trucks is 300 tons, round trip time from plant to job site and back is 80 minutes:

$$\frac{300 \text{ tons}}{80 \text{ mins} + 15 \text{ mins} + 25 \text{ mins}} = \frac{300 \text{ tons}}{120 \text{ mins}} = \frac{300 \text{ tons}}{2.00 \text{ hrs}} = \text{min. delivery rate of } 150 \text{ tons/hr}$$

If Town of Plattsburgh trucks are delayed more than 50 minutes or forced back by other trucks while waiting in line at the plant, the Town of Plattsburgh reserves the right to supplement material from the second low bidder and assess liquidated damages.

Failure to meet the minimum delivery rate as specified in each job order may result in a penalty of \$2,500 and will be assessed for each day the contractor fails to comply with a delivery rate as specified herein.

- b) For materials supplied that are not in compliance with the job mix formula the following penalties shall apply:
1. PGB content up to .2% deviation from the job mix formula: no deduction to the FOB price.
  2. PGB content greater than .2% deviation from the job mix formula but less than .5% deviation from the job mix formula: 25% deduction to the FOB price.
  3. PGB content greater than .5% deviation from the job mix formula: 100% deduction to the FOB price.

**Payments:** Invoiced amounts will be paid upon acceptance of the work by authorized users or his/her designated representative within thirty (30) days after receipt of an itemized invoice.

The bidder awarded the contract shall keep accurate material and transportation cost records for the work described in these Specifications and shall submit such records for payment. The payment for the actual work will be made in accordance with the actual work performed. Verbal and/or written orders may be submitted for each project (i.e., road). Order amounts shall not be exceeded without the prior approval of the agency placing the order. Invoices shall be based upon the approved written order rates.

**12. Termination:** The Town of Plattsburgh, upon ten (10) calendar days' notice to the vendor, may terminate any contract(s) resulting from this bid in whole or in part when the Town of Plattsburgh deems it to be in its best interest, whether with or without cause. In such event, the vendor shall be compensated, and the Town of Plattsburgh shall be liable only for payment for goods, materials, equipment and/or services provided under any contract(s) awarded as a result of this bid up to the effective date of termination.

In the event of a dispute as to the value of services rendered by the vendor prior to the effective date of termination, it is understood and agreed that the Town of Plattsburgh shall determine the value of such services rendered by the vendor. Such reasonable and good faith determination shall be accepted by the vendor as final.

In the event the Town of Plattsburgh determines that there has been a material breach by the vendor of any of the terms of the contract awarded as a result of this bid, and such breach remains uncured for five (5) days after service on the vendor of written notice thereof, the Town of Plattsburgh, in addition to any other right or remedy it might have, may terminate any contract(s) awarded as a result of this bid and the Town of Plattsburgh shall have the right, power and authority to complete that which is required by the contract awarded as a result of this bid, and any additional expense or cost of such completion shall be charged to and paid by the vendor. Service of notice hereunder shall be effective on the date of mailing.

**13. Questions on Bid Proposal:** Questions on this Bid Proposal may be directed to Greg Burnell, Highway Superintendent, in writing only, [gregb@townofplattsburgh.org](mailto:gregb@townofplattsburgh.org).

**15. Contract Requirements:** For informational purposes, Town of Plattsburgh Contract Requirements and its Insurance Requirements are attached hereto.

**16. Description of Item(s) and Service(s) Bid:** Reference section(s) - **C. Technical Specifications.**

## C. TECHNICAL SPECIFICATIONS

### 1. Description:

Bids are solicited for furnishing and delivering bituminous concrete in accordance with the New York State Department of Transportation Standard Specifications Section 400 Hot Mix Asphalt (September 1, 2022 Edition), Section 401-Plant Production (September 1, 2022 Edition), Section 402-Hot Mix Asphalt (HMA) Pavements (September 1, 2022 Edition), Section 403-Hot Mix Asphalt (HMA) Pavements for Municipalities (January 12, 2012 Edition), and Materials Method 5.16 Hot Mix Asphalt (HMA) Mixture Design and Mixture Verification Procedures, **except as modified within these specifications.** In addition, any other section of the NYSDOT Standard Specifications pertinent with regards to these specifications shall be included.

### 2. Materials:

2.1 When reference is made to the New York State Department of Transportation's specifications, it shall mean manufactured in accordance with the most current Standard Specifications, and/or accepted by the Materials Division, New York State Department of Transportation.

2.1.1 Bids submitted for the asphalt materials contained herein shall be based mix designs containing the following Performance Grade Binder (PGB) content:

- a. 37.5 F9 Base Course: PGB content 3.9%; aggregate gradation per 402-2 of the NYS Standard Specifications (September 1, 2022, Edition).
- b. 25 F9 Binder Course: PGB content 4.4%; aggregate gradation per 402-2 of the NYS Standard Specifications (September 1, 2022, Edition).
- c. 19 F9 Binder Course: PGB content 4.7%; aggregate gradation per 402-2 of the NYS Standard Specifications (September 1, 2022, Edition).
- d. 12.5 F3 Top Course: PGB content 5.4%; aggregate gradation per 402-2 of the NYS Standard Specifications (September 1, 2022, Edition).
- e. 9.5 F3 Top Course: PGB content 6.0%; aggregate gradation per 402-2 of the NYS Standard Specifications (September 1, 2022, Edition).
- f. 6.3 F3 Top Course: PGB content 6.2%; aggregate gradation per 402-2 of the NYS Standard Specifications (September 1, 2022, Edition).

- g. Type 6F3 Top Course: PGB content 6.2%; aggregate gradation per table 403-1 of the NYS Standard Specifications (January 12, 2012, Edition)
- h. 9.5 F9 T&L Course: PGB content 6.0%; aggregate gradation per 402-2 of the NYS Standard Specifications (September 1, 2022, Edition).
- i. 6.3 F9 Shim Course: PGB content 6.2%; aggregate gradation per 402-2 of the NYS Standard Specifications (September 1, 2022, Edition).

#### 2.1.2 PG Binder Requirements and Mix Design Level

The Equivalent Single Axle Load's (ESAL's) level for all Superpave Mix items should be <0.3 million. The mixture designs must be developed in accordance with the criteria specified in the Superpave Mix items that are appropriate for the Mixture Design Level of **50 Gyration**s. For all Superpave Mix items, the vendor will not be responsible for nuclear density testing. Guidance on use of these items and the selection of the Performance-Graded Binder (PG Binder) appropriate for the Town of Plattsburgh is specified in Section 6.2.5 Performance Graded Binder Selection of the NYSDOT Comprehensive Pavement Design Manual (CPDM), latest revision. Requirements of this section apply to all Section 402 Asphalt (HMA) items in this contract, except for shim, permeable base, temporary pavements, and miscellaneous, which may use non-modified PG binders such as PG 64S-22.

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

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

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

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

\*Note that polymer modified PG binder (PG 64V-22) are required for all item 402 HMA placements on the mainline and shoulders, excluding shim, permeable base, temporary pavements, and miscellaneous (driveways,

culvert inverts, curbs, sidewalks, bicycle paths, vegetation control strips, gutters, repairs, patching, etc.). Bid prices for HMA items in this Invitation for Bids are based on neat grades (PG 64S-22), except for 6.3 items (Items 402.068X03). For polymer modification, there is an optional bid item (cost additional) which needs to be added to the price per ton of HMA based on neat PG binder. Bid prices for 6.3 items (Items 6.068X03) include polymer modification.

### 2.1.3 Polymer Modification of Hot Mix Asphalt (PG 64V-22)

If the Town of Plattsburgh Highway Superintendent or authorized user of this contract determines that it is necessary for the performance of the HMA resurfacing, the vendor shall use Polymer Modified Additive during HMA production at the plant. Polymer modified PG Binder (**PG 64V-22**) shall meet the requirements of NYSDOT Standard Specifications and Chapter 6 of the Comprehensive Pavement Design Manual (CPDM), latest revision. Payment will be made by per ton of HMA to be modified with polymer additive. This is an additional price on top of the per ton of HMA price. **The minimum HMA quantity to be polymer modified per purchase order should be 300 tons unless agreed by the contractor.** The price bid for polymer modification shall include all labor, materials, and equipment required for polymer modification to the satisfaction of the Town of Plattsburgh Highway Superintendent or authorized user.

Use polymer or Terminal Blend Crumb Rubber modified **PG 64V-22** (Very High) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of hot mix asphalt mixtures for this contract. In addition, the binder grade must also meet the **elastomeric** properties as indicated by one of the following equations for %R<sub>3.2</sub>:

1. For  $J_{nr3.2} \geq 0.1$ ,  $\%R_{3.2} > 29.371 * J_{nr3.2}^{-0.2633}$
2. For  $J_{nr3.2} < 0.1$ ,  $\%R_{3.2} > 55$

Where

R<sub>3.2</sub> is % recovery at 3.2 kPa

J<sub>nr3.2</sub> is the average non-recoverable creep compliance at 3.2 kPa

### 2.1.4 Recycled Asphalt Mix designs shall be allowed for the Base and Binder items only and shall have a RAP content no greater than 20%. The PGB content shall be as indicated below:

- a. 37.5 F9 Base Course: PGB content 4.1%; aggregate gradation per 402-2 of the NYS Standard Specification, current edition.
- b. 25 F9 Binder Course: PGB content 4.6%; aggregate gradation per

402-2 of the NYS Standard Specification, current edition.

- c. 19 F9 Binder Course: PGB content 4.9%; aggregate gradation per 402-2 of the NYS Standard Specification, current edition.

- 2.1.5 The mix temperatures shall be 290-330° F or as ordered by the Town of Plattsburgh or authorized user of this contract.
- 2.2 The bidder awarded the contract shall submit mix designs for approval by the Town of Plattsburgh within five (5) working days (defined as Monday through Friday exclusive of Holidays) of award. Once approved the mix design shall constitute the Job Mix Formula (JMF). All material delivered under this contract shall be in strict accordance with the JMF.
- 2.3 Bidder shall ensure plants will be fully operational by **May 1, 2024**.
- 2.4 Bidder must indicate the plant location from which materials shall be supplied in the proposal.
  - a) For portable plant operation, bidder shall supply all associated materials and aggregates for the production of the asphalt materials to be supplied under these specifications.
  - b) Bidder shall be responsible for obtaining all required Federal, State, and local permits necessary for the location, operation and production of asphalt materials contained in the specifications. A copy of all permits issued shall be provided to the Town of Plattsburgh.
- 2.5 **Delivery shall be made as specified and in accordance with instructions furnished with each order.** A weight slip is required with each delivery to verify the quantity of materials utilized. Weight slips delivered with the materials shall be used to verify materials delivered to the paving projects and an authorized representative at the site must sign each delivery ticket. Further, any authorized user of this contract reserves the right to re-weigh or re-measure loads at any time.
- 2.6 The bidder shall have computerized scales at the plant site and shall provide current weight certification of scales.
- 2.7 The acceptance of any materials shall not necessarily prevent subsequent rejection should the materials be found to be defective or should they fail to comply with these specifications.
- 2.8 The supply of sub-standard or non-specification compliant products by any awarded vendor shall be cause to reject the material and may also be cause for the Town of Plattsburgh to cancel the vendor's contract in its entirety. Upon rejection of sub-standard contract material by an Authorized User, the Authorized User may purchase the material from an alternate source and charge the

difference in cost between the bid price and the price paid to such alternate source to the rejected materials vendor.

**3. Delivery:**

3.1 The Bid Schedule contains two (2) alternatives, one being a price for F.O.B. plant site, and the second being a delivered price to the paver.

- a) The bidder shall have available a minimum of ten (10) trucks to deliver material to a job site. The actual number of trucks required shall be specified in each daily order.
- b) All trucking provided by the bidder awarded the contract on any item shall comply with New York State Vehicle and Traffic Law, and any other applicable federal, state, and local rules and regulations.
- c) All trucks provided by the bidder awarded the contract shall be equipped with aprons and be capable of dumping into the paver. Any truck not capable of dumping directly into the paver shall constitute a basis for rejecting the load.

3.2 Bidder shall comply with each authorized user’s delivery rates and instructions.

**4. Delivery Rate Price Adjustments:**

A price adjustment for delivery of asphalt concrete materials shall be incorporated herein to account for fluctuations in the price of On-Highway Diesel fuel. The base rate for calculating adjustments under this contract shall be **\$5.50** per gallon of On-Highway Diesel. The governing fuel price will be the Central Atlantic (PADD 1B) On-Highway Diesel price as represented on the U.S. Energy Information Administration website: ([https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_r1y\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1y_w.htm)).

Price adjustments (additions and subtractions) shall be applied to this contract using the posted price for the week in which deliveries occur.

**The following is an example of how to apply the delivery rate price adjustment:**

Deliveries the week of May 30, 2023:

May 30<sup>th</sup> Delivery Posted Price per USEAI: **\$5.95**

Lookup Surcharge % in table below based on weekly posted price:

|                                   |                  |
|-----------------------------------|------------------|
| <b>Weekly Posted Diesel Price</b> | <b>Surcharge</b> |
|-----------------------------------|------------------|

| <b><u>At Least</u></b> | <b><u>But Less Than</u></b> |               |
|------------------------|-----------------------------|---------------|
| \$5.50                 | \$5.75                      | <b>2.50%</b>  |
| \$5.76                 | \$5.90                      | <b>3.75%</b>  |
| \$5.91                 | \$6.05                      | <b>5.00%</b>  |
| \$6.06                 | \$6.20                      | <b>6.25%</b>  |
| \$6.21                 | \$6.35                      | <b>7.50%</b>  |
| \$6.36                 | \$6.50                      | <b>8.75%</b>  |
| \$6.51                 | \$6.65                      | <b>10.00%</b> |
| \$6.66                 | \$6.80                      | <b>11.25%</b> |
| \$6.81                 | \$6.95                      | <b>12.50%</b> |
| \$6.96                 | \$7.10                      | <b>13.75%</b> |
| \$7.11                 | \$7.25                      | <b>15.00%</b> |
| \$7.26                 | \$7.40                      | <b>16.25%</b> |
| \$7.41                 | \$7.55                      | <b>17.50%</b> |
| \$7.56                 | \$7.70                      | <b>18.75%</b> |
| \$7.71                 | \$7.85                      | <b>20.00%</b> |
| \$7.86                 | \$8.00                      | <b>21.25%</b> |

Apply Surcharge %:

Contract Base Delivery Rate X Surcharge %: \$6.25/ton X 5.00% = \$0.31 (rounded)

Total Delivery Charge:

Contract Base Delivery Rate + Calculated Surcharge:

\$6.25/ton + \$0.31 = **\$6.56/ton delivered**.

**The surcharge will be 0% if the On-Highway Diesel price falls below \$5.50 per gallon.**

## **5. Testing Requirements:**

- 5.1 Bidder awarded the contract shall at its sole expense provide initial production sample(s) for each type of asphalt material supplied under this contract. The bidder shall at its own expense perform any adjustments at the plant should deviation from the job mix formula exist and shall provide an additional production sample(s) until conformance with the mix design is achieved. Production sampling shall be performed when daily production meets a threshold of 250 tons and shall include PGB content as determined by the ignition test method with corresponding aggregate gradation.
- 5.2 Batch tickets shall be supplied with each truck load delivery of asphalt material. Calculated weights and PGB percentages shall serve the basis for conformance with the job mix formula. Should deviations in the PGB content greater than .2% from the JMF exist then the bidder shall be required to provide additional production samples until the deficiencies have been resolved.
- 5.3 The Town of Plattsburgh or any Authorized User of this contract reserves the right to inspect and test all materials. Replacement of non-compliant materials shall be at no additional cost to the Authorized User.

## **6. Guarantee:**

- 6.1 Bidder awarded the contract guarantees sufficient quantity and materials shall be made available including delivery capability. A minimum of four (4) days notice shall be provided prior to the start of each paving project. Daily orders for a given project shall be placed by 2:00 p.m. of the preceding day. In the event the Contractor is unable to supply the required materials within the specified period and/or the number of trucks requested in the order, the Town of Plattsburgh and/or authorized users of this contract shall be entitled to assess liquidated damages. The amount of liquidated damages shall be deducted from the final invoice.

6.2 There are no guaranteed minimum quantities or maximum quantities for purchase under this contract. The quantities as shown in the Bid Schedule should be utilized for estimating purposes only. Actual purchase amounts may be above or below the estimated quantities.

BIDDER'S NAME: \_\_\_\_\_

**TOWN OF PLATTSBURGH HIGHWAY DEPARTMENT  
151 Banker Road  
Plattsburgh, New York 12901**

**ASPHALT CONCRETE MATERIALS AND DELIVERY**

**BID SCHEDULE**  
**TONNAGES AND PRICING ARE IN U.S. MEASURE**

**Note: All Items shall be 80 Series Compaction**

|   | <b><u>Item Number</u></b> | <b><u>FOB Price Per Ton</u></b> |
|---|---------------------------|---------------------------------|
| 1. 37.5 F9 Base Course HMA,<br>(Estimated Annual Contract Requirement 2,000 tons)                 | 402.378903                | \$ _____                        |
| 2. 25 F9 Binder Course HMA,<br>(Estimated Annual County Requirement 6,000 tons)                   | 402.258903                | \$ _____                        |
| 3. 19 F9 Binder Course HMA,<br>(Estimated Annual County Requirement 12,100 tons)                  | 402.198903                | \$ _____                        |
| 4. 12.5 F3 Top Course HMA,<br>(Estimated Annual County Requirement 18,075 tons)                   | 402.128303                | \$ _____                        |
| 5. 9.5 F3 Top Course HMA<br>(Estimated Annual County Requirement 10,000 tons)                     | 402.098303                | \$ _____                        |
| 6. 6.3 F3 Top Course HMA<br>(Estimated Annual County Requirement 6,000 tons)                      | 402.068303                | \$ _____                        |
| 7. 9.5 F9 T&L Course HMA<br>(Estimated Annual County Requirement 5,600 tons)                      | 402.098904                | \$ _____                        |
| 8. 6.3 F9 Shim Course HMA<br>(Estimated Annual County Requirement 5,000 tons)                     | 402.018904                | \$ _____                        |
| 9. Price Additional per Ton of HMA Polymer Modification<br><b><i>(Items 1 through 5 only)</i></b> |                           | \$ _____                        |
| 10. Type 6F3 Top Course, Hot Mix Asphalt<br><b>(County Patch)</b>                                 | 403.178302                | \$ _____                        |

**Delivery Charge  
Price Per Ton**  
\_\_\_\_\_

**Notes:**

Area 1 includes the Towns of Clinton, Ellenburg, Mooers, Altona and Dannemora.

Area 1: \$ \_\_\_\_\_

Area 2 includes the Towns of Chazy and Champlain.

Area 2: \$ \_\_\_\_\_

Area 3 includes the Towns of Beekmantown, Plattsburgh, Schuyler Falls and Saranac

Area 3: \$ \_\_\_\_\_

Area 4 includes the Towns of AuSable, Black Brook and Peru

Area 4: \$ \_\_\_\_\_

Signature/Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Date: \_\_\_\_\_ Fed. I.D. #: \_\_\_\_\_

Email Address: \_\_\_\_\_