

TOWN OF SEYMOUR, CONNECTICUT

Seymour Industrial Park Road Reconstruction 2020

ADDENDUM No. 1

ISSUED 6/26/2020

Bidders are hereby informed that the Drawings and Project Manual for the above mentioned contract are modified, corrected, and/or supplemented as follows and that Addendum No. 1 shall become part of the Contract Documents.

Acknowledge receipt of this addendum by inserting its number on Page 00 41 53 - 2, Article 6, of the Bid Form (Section 00 41 53). Failure to acknowledge receipt of the Addendum may subject the Bidder to disqualification.

The following changes and attachments are hereby made to the Drawings and Specifications for the above-referenced project under the provisions of Article 8 of the Instructions to Bidders (Section 00 21 13).

Attachment - Section 00 41 53 – Bid Form

PRE-BID AND BIDDING PERIOD QUESTIONS/RESPONSES

The following responses/clarifications are based on questions raised before, during and after the pre-bid meeting conducted on June 16, 2020.

1. **A revised Section 00 61 00 (Bid Bond) is included with this Addendum. The revision is the correction of the Project Name.**
2. **A revised Section 00 61 13.13 (Performance Bond) is included with this Addendum. The revision is the correction of the town name.**
3. **A revised Section 00 62 76 (Applications for Certification for Payment) is included with this Addendum. The revision is the correction of the project name.**
4. **A revised Section 01 55 26 (Traffic Control) is included with this Addendum. This section has been revised with updated the project specific information.**
5. **A revised special provision Item 0201001A-Clearing and Grubbing is included with this Addendum. This section has been revised with updated town name.**
6. **The contract will now allow for asphalt price fluctuations. Included with this addendum is Item #0406999A (CTDOT) which shall explain the process of determining the appropriate payments linked to the prices of performance graded binder at the time of installation.**

END OF ADDENDUM No. 1

SECTION 00 61 00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Insert Name, or Legal Title, of Bidder)

of

(Insert Address of Bidder)

as Principal, hereinafter called the Principal, and _____

(Insert Name, or Legal Title, of Surety)

of _____

(Insert Address of Surety)

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, are firmly bound unto the Town of Seymour, a public corporation established pursuant to Special Act No. 77-98, as amended, as Obligee, hereinafter called the Obligee, in the penal sum of _____

_____ Dollars

(Surety to Insert Amount)

for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for the Seymour Industrial Park Road Reconstruction.

NOW THEREFORE, the condition of this Bond shall be such that if the Principal shall furnish to the Obligee Performance and Payment (Labor and Materials) Bonds with good and sufficient surety within the times, in the forms and in the amounts required by the Bidding or Contract Documents, and insurance certificates as required by the Bidding or Contract Documents, and upon due acceptance of said Bid and award of a Contract to him by the Obligee, shall execute and deliver the Agreement, within the times, in the forms and in the amounts as appropriate, required by the Bidding or Contract Documents, then this Bond shall be void; otherwise, this Bond shall be and shall remain in full force and effect.

The Principal and the Surety agree to pay to the Obligee the difference between the amount of said Bid, as accepted by the Obligee, and any higher amount for which the required Work shall be contracted for by the Obligee, together with any additional advertising costs, Engineer's fees, legal fees and any and all other fees and expenses incurred by the Obligee by reasons of the failure of the Principal to enter into such Agreement with the Obligee, or to furnish such Bonds, or to furnish insurance certificates; provided, however, that: (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Obligee should not procure an executed contract with any other person for the performance of the Work contemplated in said Bid, as accepted by the Obligee, upon the same terms and conditions, other than price as provided in the Bidding or Contract

Documents during which no Bids or Bidders may be withdrawn, whether because of the lack of other Bids or because of the inability or refusal of any other Bidder to enter into an appropriate Contract, or because of the cost under any higher Bid would be greater than the Oblige shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay the Oblige the full amount of this Bond as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extension of the time within which the Oblige may accept the Bid of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on this _____ day of _____, 20____.

------(Individual Principal)-----

By _____

(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as _____

------(Partnership Principal)-----

By _____

(Firm's Name)

By _____

(Partner's Signature)

(Printed or Typed Name of Partner)

------(Corporate Principal)-----

By _____

(Corporation's Name)

(State of Incorporation)

By _____

(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest _____

(Secretary)

------(Joint Venture Principals)-----

By _____
(Signature)

(Printed or Typed Name)

By _____
(Signature)

(Printed or Typed Name)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

------(Corporate Surety)-----

By _____
(Corporation's Name)

By _____
(Signature of Officer or Attorney-in-Fact*)

(Printed or Typed Name and Title of Officer, or Name of Attorney-in-Fact*)

(CORPORATE SEAL)

Attest _____
(Secretary)

*Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute in behalf of corporation.

END OF SECTION

SECTION 00 61 13.13

PERFORMANCE BOND

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Performance Bond document is attached hereto and is hereby incorporated into this Project Manual.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

BOND NO.	PERFORMANCE CONTRACT BOND	NAME OF CONTRACTOR
		PROJECT OR CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THAT

_____, of _____ State of _____ (hereinafter called the Principal) as Principal,

and _____, a corporation duly established under the laws of the

State of _____ and duly authorized to transact a surety business in the State of Connecticut, (hereinafter called the Surety) as Surety, are firmly bound and held unto the Town of Seymour as Obligee, in the

sum of _____ (\$_____) for payment whereof said Principal binds itself, its successors and assigns, himself, his heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS said Principal has entered or intends to enter into a written contract with the Town of Seymour or its authorized agent for the construction of

in the town of _____, State of Connecticut, which contract, together with all provisions, plans and specifications now made or which may hereafter be made in extension, modification or alteration of said contract, is hereby incorporated into and made a part of this bond, along with all applicable portions of the Connecticut General Statutes.

NOW, THEREFORE, if said Principal shall perform and comply with all the terms and conditions of said contract, and shall indemnify the Obligee for all losses that the Obligee may sustain by reason of the Principal's failure to comply with said terms and conditions, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, however, that any alterations which may be made in the terms of said contract or in the work done or to be done under it, which may increase or decrease said contract sum, or the giving by the Obligee of any extension of time for the performance of said contract or any other forbearance on the part

of either the Obligee or the Principal one to the other, shall not in any way release the Principal and/or the Surety, or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder and any requirement of notice to the Surety or Sureties of any such alteration, extension or forbearance is hereby specifically and absolutely waived.

Signed, sealed and executed at _____, Connecticut, this _____ day of _____, 20__.

Signed, sealed and delivered in the presence of:

Principal

Signed, sealed and executed at _____, Connecticut, this _____ day of _____, 20__.

Signed, sealed and delivered in the presence of:

_____ (L.S.)

Surety (L.S.)

_____ (L.S.)

Surety (L.S.)

If this bond has been executed by more than one surety, said sureties are co-sureties on this bond, and are jointly and severally liable for the full amount of this bond.

(Signatures must be witnessed)

END OF SECTION

SECTION 00 62 76

APPLICATION AND CERTIFICATE FOR PAYMENT

PART 1 GENERAL

1.1 SUMMARY

- A. This Section Includes
 - 1. Definition and description of measurement and payment to be used for the Work
 - 2. Payment procedures
 - 3. Payment requests for stored materials

1.2 GENERAL

- A. The following paragraphs describe payment procedures for the Work to be done under the respective items in the Bid Form.
- B. Each lump sum price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.
- C. No separate measurement or payment will be made for Work called for in Division 00 or Division 01 of the Contract Specifications, unless specifically covered under the Bid items listed below. All costs associated with this Work will be considered incidental to the Contract Bid price.
- D. Work associated with Division 2 through Division 33, as applicable, will be measured and paid for at the Contractor's unit bid price as indicated on the Bid form. Those payable Work items, and related prices as Bid, will be the basis for all compensation to the Contractor for Work performed under this Contract. Work not specifically included as a Bid item, but which is required to properly and satisfactorily complete the Work is considered ancillary and incidental to the Bid item. Work, and payment for such Work, is considered to be included in the values as Bid for payable items.

1.3 LUMP SUM ITEMS

- A. Each lump sum price stated in the Bid form shall constitute full compensation for all labor, equipment and materials necessary and required to complete the work specified under that particular item, and also all costs for doing related work as set forth in the Contract Documents or implied in carrying out their intent.
 - 1. Measurement
 - a. There will be no measurement of quantities for lump sum items. Periodic partial payments for this Work, included under the Agreement, shall be based on the percent completion of each work item estimated by the Contractor and approved by the Engineer.
 - 2. Payment
 - a. The lump sum payment shall be full compensation for furnishing all labor, materials, tools, equipment, and services necessary for the Seymour Industrial Park Road Reconstruction, in its entirety as detailed in the Contract Documents.

1.4 PAYMENT PROCEDURES

- A. Formal submittal: Unless otherwise directed by the Engineer or Owner:
 - 1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or electronically on EJCDC C-620, Contractor's Application for

Payment, plus continuation sheet or sheets, or as otherwise agreed to in writing by Owner and Contractor.

2. Sign the Application for Payment.
3. Submit the original of the Application for Payment, plus required copies of the continuation sheet or sheets, to the Engineer and Owner.
4. The Engineer or Owner will review the formal submittal and, if acceptable, will sign the Contractor's Application for Payment, and present the Application to the Owner.
5. Provide a signed and notarized Certificate for Stored Materials and proof of storage in a dry, watertight, heated and insured warehouse facility.

1.5 PAYMENT REQUESTS FOR STORED MATERIALS

- A. Requests for payment for stored materials shall be made with the submission of the attached "Certificate for Stored Materials" form. This request shall be accompanied by an invoice detailing the materials stored and their value. Partial payment requests for materials stored or so-called "engineering costs" by equipment manufacturers will not be allowed.

1.6 SUBMISSION OF CERTIFIED PAYROLLS

- A. The submission of up-to-date certified payrolls, if the project is a prevailing wage rate project, is required with each application for payment. Payments will not be made to the Contractor if the Contractor's or the subcontractor's certified payrolls are not current.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

CERTIFICATE FOR STORED MATERIALS

We, _____, request payment for materials and/or equipment not incorporated in the work included under our firm's contract with _____ as listed below.

We hereby certify under penalty of perjury, that the materials not incorporated in the work have been delivered and are securely stored at the site or at _____ and that we have title to said materials.

We also certify that an inventory of said materials and/or equipment has been compiled for the purposes of this monthly partial payment request. This list of materials and/or equipment, including unit prices for said material not incorporated in the work for which payment is hereby requested, consisting of _____ pages and dated _____, is signed and attached hereto.

We acknowledge that payments made based on this request for materials and/or equipment not incorporated in the work shall not be construed as transferring title of said materials and/or equipment to the Owner and said payment does not relieve the contractor of its responsibility for furnishing all materials and equipment required for the satisfactory completion of the project pursuant to the contractual requirements.

We further certify that we can and will adequately protect said materials and/or equipment until they are incorporated in the work; that they meet the requirements of the specifications, and that they will be needed for incorporation in the work in the near future.

IN WITNESS WHEREOF, we, the said _____ h-
ereunto set our hand and seal this _____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Contractor's Firm Name

By _____

Title _____

Notary Public

SCHEDULE OF STORED MATERIALS

Job No. _____
 Contract No. _____
 Contractor: _____
 Location: _____

Town of Seymour
 Seymour Industrial Park Road Reconstruction
 Seymour, Connecticut
 Date _____
 Pay Estimate _____

Item	Description	Supplier/Manufacturer	Quantity Stored and not Incorporated	Unit \$	Certified Value

Signature: _____
 Contractor's Principal

Total Amount Due for Stored Materials _____

Title: _____

Contractor's Application For Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT
Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
TOTALS				
NET CHANGE BY CHANGE ORDERS				

1. ORIGINAL CONTRACT PRICE	\$	
2. Net change by Change Orders	\$	
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	
5. RETAINAGE:		
a. _____ % x \$ _____ Work Completed	\$	
b. _____ % x \$ _____ Stored Material	\$	
c. Total Retainage (Line 5a + Line 5b)	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	
8. AMOUNT DUE THIS APPLICATION	\$	
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____
Funding Agency (if applicable) _____ (Date)

By: _____ Date: _____

Progress Estimate

Contractor's Application

For (contract):						Application Number:				
Application Period:						Application Date:				
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
Totals										

PROJECT CHANGE ORDER FORM

Client: _____ Date: [Click here to enter a date.](#)
Date of Existing Agreement: [Click here to enter a date.](#)
Client Contract/Purchase Order No.: [Click here to enter text.](#)
Project Name: _____

Scope Revision:
[Click here to enter text.](#)

See Attached: Valid for [Click here to enter text.](#) Days

Contractor proposes to revise the existing Agreement for a cost of: _____ US Dollars [Click here to enter text.](#)

The cost of the Scope Revision is based upon:

- Time and Materials (rate schedule attached)
- Fixed Fee
- Other

Payment terms shall be made as follows:

- According to the existing Agreement
- As a Retainer
- Other [Click here to enter text.](#)

Previous Agreement Amount [Click here to enter text.](#)
Cost of Scope Revision [Click here to enter text.](#)
Revised Agreement Amount [Click here to enter text.](#)

This Scope Revision is hereby accepted and incorporated into the existing Agreement.

ACCEPTANCE OF REVISED AGREEMENT

CONTRACTOR: _____ CLIENT
BY: _____ BY: _____
TITLE: [Click here to enter text.](#) TITLE: [Click here to enter text.](#)
DATE: [Click here to enter a date.](#) DATE: [Click here to enter a date.](#)

SECTION 01 55 26
TRAFFIC CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Traffic Requirements
- B. Traffic officers
- C. Road Closures

1.02 RELATED REQUIREMENTS

- A. Manual of Uniform Traffic Control Devices, U.S. Department of Transportation
- B. State of Connecticut DOT Office of the State, Traffic Administration Regulations

1.03 REFERENCE STANDARDS

- A. Manual of Uniform Traffic Control Devices, U.S. Department of Transportation
- B. State of Connecticut DOT Office of the State, Traffic Administration Regulations

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. Adhere to all applicable Town of Seymour ordinances that relate to traffic control/protection.
- B. Coordinate and meet with Town of Seymour authorities, both fire departments and police departments to review applicable requirements and develop a traffic control plan consistent with referenced documents for approval by Town authorities. See standard details attached to the end of this section.
- C. Contractor shall arrange construction activity to provide at least one-way traffic for emergency vehicle access at all times.
- D. The contract shall arrange construction activity so that one lane of traffic is to remain open during periods of actual work, and to unimpeded, two-way traffic during all other periods.
- E. Determine the location of each day's work and implement required traffic control measures as needed to satisfy the traffic control plan.
- F. Contractor shall allow access to driveways at all times. When excavation work is scheduled to occur near an existing driveway, contractor shall contact local businesses to allow them time to move cars if necessary.
- G. Contractor shall provide all necessary temporary traffic signage and flagmen as needed to satisfy the traffic control plan.

ITEM 0201001A - CLEARING AND GRUBBING

All of the provisions of Section 2.01 of the Standard Specifications shall apply as amended or supplemented by the following:

2.01.01 - Description: Add the following:

In addition, the Contractor shall remove all miscellaneous debris, including garbage/trash/rubbish, as directed by the Engineer. This item shall also include the removal and resetting of mailboxes; removal and disposal of existing headwalls, and miscellaneous concrete; removal and/or resetting of fences and walls; protecting and maintaining existing structures, removal and resetting of landscape edging; removal and reinstallation of plants; new mulch where existing mulch is disturbed; protection of landscape beds, shrubs and existing trees, all as shown on the plans or directed by the Engineer.

All material shall be disposed of offsite by the Contractor in a proper manner in accordance with current regulatory standards and in legally acceptable disposal areas at no additional cost to the Owner.

The resetting of iron pins and/or monuments disturbed by construction activities shall also be included in this item and shall be reset by a Connecticut licensed surveyor.

Two weeks prior to the start of any clearing operations the contractor shall notify the Engineer in writing.

2.01.03- Construction Methods: Add the following:

All trees to be removed shall be marked and the Town of Seymour shall be notified a minimum of 7 days prior to clearing. The marked trees shall be reviewed by the Town of Seymour Tree Warden.

If mailboxes are to be replaced, all mailboxes must be approved by the Postmaster General prior to installation. Use a 4"x4" pressure-treated wooden post, buried approximately 24" deep. Excavate hole for post and place approximately 1 C.F. of 3,000 psi concrete. Place wooden post into hole containing concrete. Support the post for 48 hours until concrete has cured.

Position the mailbox 41" to 45" from the road surface to the bottom of the mailbox. Place mailbox front 6" to 8" from the back of the curb. If no curb, then 6" to 8" from the edge of the road. Place adhesive brass numerals of house number onto the sides of the mailbox.

2.01.05 - Basis for Payment: Add the following:

All costs incidental to the work included in the "Description" section above shall be included in the lump sum price for "Clearing and Grubbing".

Pay Item	Pay Unit
Clearing and Grubbing	LS

ITEM #0406999A—ASPHALT ADJUSTMENT COST

Description: The Asphalt Adjustment Cost will be based on the variance in price for the performance-graded binder component of hot mix asphalt (HMA), Polymer Modified Asphalt (PMA), and Ultra-Thin Bonded Hot-Mix Asphalt mixtures completed and accepted during the Contract.

The Asphalt Price is available on the Department of Transportation website at:

<http://www.ct.gov/dot/asphaltadjustment>

Construction Methods:

An asphalt adjustment will be applied only if all of the following conditions are met:

- I. For HMA and PMA mixtures:
 - a. The HMA or PMA mixture for which the adjustment would be applied is listed as a Contract item with a pay unit of tons.
 - b. The total quantity for all HMA and PMA mixtures in the Contract or individual purchase order (Department of Administrative Service contract awards) exceeds 1000 tons or the Project duration is greater than 6 months.
 - c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.
- II. For Ultra-Thin Bonded HMA mixtures:
 - a. The Ultra-Thin Bonded HMA mixture for which the adjustment would be applied is listed as a Contract item.
 - b. The total quantity for Ultra-Thin Bonded HMA mixture in the Contract exceeds:
 - i. 800 tons if the Ultra-Thin Bonded HMA item has a pay unit of tons.
 - ii. 30,000 square yards if the Ultra-Thin Bonded HMA item has a pay unit of square yards.

Note: The quantity of Ultra-Thin Bonded HMA measured in tons shall be determined from the material documentation requirements set forth in the Ultra-Thin Bonded HMA item Special Provision.
 - c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.
 - d. No Asphalt Adjustment Cost will be applied to the liquid emulsion that is specified as part of the Ultra-Thin Bonded HMA mixture system.
- III. Regardless of the binder used in all HMA or PMA mixtures, the Asphalt Adjustment Cost will be based on PG 64-22.

The Connecticut Department of Transportation (ConnDOT) will post on its website, the average per ton selling price (asphalt price) of the performance-graded binder. The average is based on the high and low selling price published in the most recent available issue of the **Asphalt Weekly Monitor®** furnished by Poten & Partners, Inc. under the “East Coast Market – New England, New Haven, Connecticut area,” F.O.B. manufacturer’s terminal.

The selling price furnished from the Asphalt Weekly Monitor ® is based on United States dollars per standard ton (US\$/ST).

Method of Measurement:

Formula: $HMA \times [PG\%/100] \times [(Period\ Price - Base\ Price)] = \$ \text{ ______ } ,$
 where

- **HMA:**
 1. For HMA, PMA, and Ultra-Thin Bonded HMA mixtures with pay units of tons:
 The quantity of accepted HMA, PMA, or Ultra-Thin Bonded HMA mixture measured and accepted for payment.
 2. For Ultra-Thin Bonded HMA mixtures with pay units of square yards:
 The quantity of Ultra-Thin Bonded HMA mixture delivered, placed, and accepted for payment, calculated in tons as documented according to the Material Documentation provision (section G) of the Ultra-Thin Bonded HMA Special Provision.
- **Asphalt Base Price:** The asphalt price posted on the ConnDOT website 28 days before the actual bid opening posted.
- **Asphalt Period Price:** The asphalt price posted on the ConnDOT website during the period the HMA or PMA mixture was placed.
- **PG%:** Performance-Graded Binder percentage
 1. For HMA or PMA mixes:
 - PG% = 4.5 for HMA S1 and PMA S1
 - PG% = 5.0 for HMA S0.5 and PMA S0.5
 - PG% = 6.0 for HMA S0.375, PMA S0.375, HMA S0.25 and PMA S0.25
 2. For Ultra-Thin Bonded HMA mixes:
 PG% = Design % PGB (Performance Graded Binder) in the approved job mix formula, expressed as a percentage to the tenth place (e.g. 5.1%)

The asphalt adjustment cost shall not be considered as a changed condition in the Contract as result of this provision since all bidders are notified before submission of bids.

Basis of Payment: The "Asphalt Adjustment Cost" will be calculated using the formula indicated above. A payment will be made for an increase in costs. A deduction from monies due the Contractor will be made for a decrease in costs.

The sum of money shown on the Estimate and in the itemized proposal as "Estimated Cost" for this item will be considered the bid price although the adjustment will be made as described above. The estimated cost figure is not to be altered in any manner by the bidder. If the bidder should alter the amount shown, the altered figure will be disregarded and the original cost figure will be used to determine the amount of the bid for the Contract.

Pay Item	Pay Unit
Asphalt Adjustment Cost	est.