

## **INVITATION TO BID**

### **CMAP (Cold Mix Asphaltic Pavement) DENTON COUNTY, TEXAS**

It is the intent of these specifications to describe the minimum requirements for CMAP (Cold Mix Asphaltic Pavement) in sufficient detail to secure comparable bids.

The contract will be in effect from October 1, 2001 through September 30, 2002 with an option to renew for two additional years at the discretion of the Denton County Commissioners Court. Prices must remain firm during contract period.

All material will be FOB Origin.

Location is an important factor in evaluation of bids, due to transportation costs which must be taken into consideration if material is picked up at plant site by Denton County. Mileage to be based on most current published Texas Railroad Commission Maps. Denton County reserves the right to evaluate bids based on estimated County transportation costs of \$0.10/ton/mile.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, and the overall cost to Denton County. Denton County reserves the right to consider deviations from these specifications.

Award of contract and any subsequent renewals will be contingent on availability of Denton County funds.

References shall be included on this bid form. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Denton County if accepted by the Commissioners Court of Denton County, Texas. Each bid shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind his firm in a contract.

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Denton County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the county.

Denton County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Denton County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. otherwise perform in accordance with these specifications

When requested, samples shall be furnished free of expense to Denton County.

Testing may be performed at the request of Denton County anytime during the length of the contract through an independent testing laboratory. If the results do not meet specifications, then the cost of the test will be absorbed by the successful bidder. If the results of the test meets specifications, then the cost will be borne by Denton County.

Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Denton County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the County.

It is expressly understood and agreed that in case Denton County should need any item(s) not available within the time frame needed from the successful vendor during the term of this contract, Denton County reserves the right to purchase these items from other than the successful vendor and shall not be in violation of any terms or conditions of said Contract. Further, Denton County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

No money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Quantities indicated are estimates based on the best available information and do not constitute an order. Orders will be placed on an as-needed basis.

Funds for payment have been provided through the Denton County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

Therefore, anticipated orders or other obligations that may arise past the end of the current Denton County fiscal year shall be subject to budget approval.

Governmental Entities utilizing inter-governmental contracts with Denton County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Denton County will be billed directly to that governmental entity and paid by that governmental entity. Denton County will not be responsible for another governmental entity's debts. Each governmental entity will order their own material as needed. The quantities furnished in this bid document are for Denton County only. It does not include quantities for any other governmental jurisdiction.

**SPECIFICATIONS:**

Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. If bidding on other than model or type or design referenced, bidder must be prepared to make proposed equipment available in a convenient location for inspection, and/or demonstrate the merits of the item by means acceptable to Denton County within ten (10) days after a written request is submitted by Denton County to the bidder, so the equipment can be adequately evaluated. Failure to comply with this requirement shall be considered just cause for rejection of a bid from further consideration. Final determination of equivalency will be determined by Denton County.

The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**DESCRIPTION**

Open graded cold mix asphalt for the repair of potholes in asphalt and concrete.

**Aggregates**

Aggregates will consist of approved crushed aggregate complying to AASHTO M43 (aggregate size designation) modified in the following manner in accordance with ASTM-C-136 standard test method.

<b>Sieve</b>	<b>Open Graded C-136 #9 % Passing</b>	<b>Open Graded C-136 #89 % Passing</b>
3/8 inch (9.50mm)	100	90-100
Number 4 (4.75 mm)	85-100	20-55
Number 8 (2.36mm)	10-40	5-30
Number 16 (1.18mm)	0-10	0-10
Number 30 (0.60mm)	0-7	0-7
Number 50 (0.30mm)	0-5	0-5
.200 (0.075mm) sieve (wash)	0-2.5	0-2.5
ASTM C-88	Soundness Loss (Sodium-5 Cycles)	12.0% Max
ASTM C-131	Los Angeles Abrasion loss	45.0% Max
ASTM C-127,12	Absorption	0.05%-2.0%
ASTM C-127,128	Specific gravity Other Deleterious Matter	2.45-2.80
ASTM C-123	Soft pieces	3.0% Max
ASTM C-295	Coal and Lignite	1.0% Max
ASTM C-142	Shale, Chirt, Shady Material, etc.	2.5% Max

**Bituminous Material**

The bituminous material shall be a liquid asphalt blend. When prepared from a base stock of either 85-100 pen, 120-150 pen, AC-10, AC-20, AR-2000 or AR-4000, and blended, it shall meet the following requirements.

ASTM D-1310	Flash Point (TOC): 94 degree C (200 degree F) Min
ASTM D-2170	Kinematic Viscosity at 60 degrees C (140 degrees F): 300-4000
ASTM D-95	Water: 0.2% Max
ASTM D-402	Distillate Test (Volume of original sample)

**Residue Test**

ASTM D 2171	Abs. Viscosity 60 degrees C (140 degrees F): 125-425 Poises
ASTM D-5	Penetration: 180 Minimum (using cone method)
ASTM D-113	Ductility at 21 degrees C (70 degrees F), 1cm/min: 100 Minimum
ASTM D-2042	Solubility in Trichloroethylene: 99% Minimum

The mixing ratio for CMAP shall be 6.0% liquid blend or 120 lbs. per finished ton. The approved formula shall have an allowable variation of not more than the following minimum and maximum ranges:

	Min	Max
Job Mix Formula	4.5% (90 lbs./tons)	7.0%(140 lbs/tons)
Residual Asphalt (ASTM D-2172)	3.0%	6.5%

The approved aggregate should be surface dried. When heat is applied the mixed temperature shall not exceed 175 degrees F. The mixture shall be mixed until all of the aggregates are uniformly coated.

**Performance Guaranty**

The supplier of the material shall guarantee the performance of the patching mix to meet the following requirements:

The material shall remain workable, in an uncovered stockpile, if applicable, for a period of not less than 12 months. Repaired potholes shall not show any significant signs of shoving, rutting, tracking or ravel-out within a period of 12 months from the time of repair.

In the event the material furnished does not meet all of the above requirements (regardless of weather, test' acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

In the event the replacement option is exercised, the supplier shall be required to remove any unused portion of the unacceptable material at no expense to the County. The County shall determine the quantity of unacceptable material and the supplier shall be required to deliver an equal quantity of acceptable material. The material shall be delivered to the location(s) designated by the County within 14 days from the date of written notification from the County. The acceptable material shall be provided and delivered at no extra charge to the County.

In the event the reimbursement option is exercised, the supplier shall be required to remove any unused portion of the unacceptable material at no expense to the County. The County shall determine the quantity of the unused portion of unacceptable material and the reimbursement shall be determined based on the unit bid price per ton. The reimbursement shall be submitted to Denton County Treasurer in the form of a cashier' check within 28 days from the date of written notification from the County.

**BID SHEET**

**COLD MIX ASPHALTIC PAVEMENT  
FOB Origin**

Can you meet or exceed these specifications \_\_\_\_\_ Yes \_\_\_\_\_ No

Exceptions: \_\_\_\_\_  
\_\_\_\_\_

Plant locations: \_\_\_\_\_  
\_\_\_\_\_

Miles from Denton County Courthouse on the Square: \_\_\_\_\_

**ESTIMATED QUANTITIES 1,200 tons**

**Price per ton \$ \_\_\_\_\_**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Title

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

**VENDOR REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**AFFIDAVIT**

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF TEXAS  
COUNTY OF DENTON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

\_\_\_\_\_  
who, after having first been duly sworn, upon oath did depose and say;  
That the foregoing proposal submitted by \_\_\_\_\_

\_\_\_\_\_  
hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_

Fax number \_\_\_\_\_

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas.