

*Limestone
County Commission*

*Chairman
Collin Daly*

*Administrator
Ellen Morell*



*Commissioners:
Daryl Sammet
Danny Barksdale
Derrick Gatlin
LaDon Townsend*

August 12, 2024

**INVITATION FOR BIDS
PROPOSAL NO. 2869**

HIGH PERFORMANCE ASPHALT COLD PATCH MATERIAL

Notice is hereby given that the Commission of Limestone County, Alabama will receive competitive bids on the following item:

HIGH PERFORMANCE ASPHALT COLD PATCH MATERIAL. SEE ATTACHED SPECIFICATIONS.

This bid is effective from October 1, 2024, until September 30, 2025.

Date of Delivery: **AS REQUESTED.** Terms: **NET 30 DAYS.**

You are invited to bid on the attached specifications. Any substitutes offered must be submitted in detail. The right to reject any items or materials not of quality or under any provisions of applicable Alabama law is reserved.

Proposals must be received by 10:00 a.m., CST, on Tuesday, September 10, 2024. Late proposals shall not be considered. Deliver sealed proposals by hand, U.S. Mail, or commercial courier service to:

Ellen Morell, County Administrator
Limestone County Commission
310 W Washington St
Athens, AL 35611

Fax and/or electronically delivered (e.g., by email) proposals shall not be accepted.

Bids will be opened on **Tuesday, the 10th day of September 2024, at 10:00 a.m.** and awarded on **Monday, the 16th day of September 2024,** at the regular meeting of the Limestone County Commission, which will follow a work session at **10:00 a.m.**

REQUIREMENTS:

SECTION 1: GENERAL TERMS AND CONDITIONS

1.1 Bid Package: All Bids must be clearly marked on the outside of a sealed envelope “**HIGH PERFORMANCE ASPHALT COLD PATCH MATERIAL.**” Further, the outside of the envelope shall also be clearly marked with the **proposal number and opening date.**

1.2 Award: Award will be made to the most responsive, responsible bid meeting specifications, which presents the product and/or service which is in the best interest of Limestone County. Limestone County reserves the right to reject any or all bids for any reason. Limestone County reserves the right to award each type of material listed in Attachment 1 to a separate bidder or award all types of the materials to one bidder. Bidder shall bid its prices for each material using Attachment 1, which is attached to this Invitation for Bids. Bidder must provide prices for each category of material listed in Attachment 1 or its bid may be determined to be non-compliant with this Invitation for Bids. All applicable taxes must be included in the amount of bid price.

1.3 Copies: Limestone County requires that bids be submitted with 1 original and 5 copies.

1.4 Signing of Bids: In order to be considered, all bids must be signed by an officer of the bidding company.

1.5 Contractor Default: Limestone County reserves the right, in the case of Bidder default under an awarded bid, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

1.6 Waiving of Informalities: Limestone County reserves the right to waive informalities or technicalities in any bids when in the best interest of Limestone County.

SECTION 2: OBLIGATIONS, RIGHTS, AND REMEDIES

2.1 Alterations and Amendments: No alterations, amendments, changes, modifications, or additions to this request shall be binding on Limestone County without the prior written approval of the County.

2.2 Compliance with all Laws: Bidder is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work. Bidder shall provide proof of appropriate licensing and permits in the State of Alabama upon request. If Bidder’s Bid is awarded, then Bidder shall make all reports, as necessary, to any and all federal, state, and local entities, if and as required.

2.3 Governing Laws: The laws of the State of Alabama shall govern this Invitation for Bids, and all obligations of the parties will be performable in Limestone County, Alabama. The courts of Limestone County, Alabama, shall have jurisdiction over any disputes which arise hereunder and the courts in such jurisdiction shall be the exclusive venue for any claims, suits, or actions by either party.

2.4 Indemnification/Hold Harmless: The Bidder who is awarded a contract for the provision of the described services and/or goods, shall indemnify, defend, save and hold harmless the Limestone County Commission, its officers, agents, and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the awarded contract, its subcontractors, suppliers, agents, or employees, or due to any negligent act or occurrence, or any omission or commission of Bidder, its subcontractors, suppliers, agents or employees.

2.5 Nondiscrimination and Statement: Bidder agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of any contract awarded pursuant to this request, or in the employment practices of Bidder.

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.1 Intent: The Limestone County Commission is requesting bids from interested and qualified vendors for providing HIGH PERFORMANCE ASPHALT COLD PATCH MATERIAL to the Limestone County Commission which meets the specifications in this Invitation for Bids, including, but not limited to, all related requirements set forth in this Invitation for Bids and this Section 3.

3.2 Term: The effective term of the awarded bid is from October 1, 2024 to September 30, 2025.

3.3 Compliance with All Applicable Regulations: The successful Bidder agrees and covenants that the company, its agents and employees will comply with all codes, laws, rules, and regulations applicable to the business conducted pursuant to any awarded bid.

3.4 Delivery of Services: Bidder shall deliver all goods and/or services as described in this Invitation for Bids, including, but not limited to, in the attachment(s) to this Invitation for Bids. Limestone County reserves the right to reject any non-conforming materials.

3.5 Anti-Boycott Requirements: Bidder avers that it is not currently engaged in, and during the duration of any agreement with Limestone County shall not engage in, the boycott of any person or entity based in or doing business with a jurisdiction with which Alabama can enjoy open trade. If bid is awarded, then Bidder shall complete and execute a Certificate of Compliance with Act 2016-312, as provided to it by Limestone County.

3.6 Anti-Economic Boycotts Requirements: If Bidder is a company with 10 or more full-time employees, the Bidder avers that, without violating controlling law and when not excepted by Alabama Code (1975) § 41-16-161(c), it does not, and shall not during the duration of any agreement between it and Limestone County, engage in economic boycotts. If awarded a contract pursuant to this request, then Bidder (if a company with 10 or more full-time employees) shall complete and execute a Certificate of Compliance with Act 2023-409, as provided to it by Limestone County.

3.7 Beason-Hammon Taxpayer and Citizen Protection Act Requirements: By submitting a Bid and/or by entering into an agreement with Limestone County pursuant to an award based on this Invitation for Bids, then Bidder affirms, for the duration of any such agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to

employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the agreement formed and shall be responsible for all damages resulting therefrom. Moreover, Bidder shall provide documentary proof to Limestone County that it participates in the E-Verify program. If the Bid submitted pursuant to this Invitation for Bids is awarded by Limestone County, then Bidder shall complete and execute a Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as provided to it by Limestone County.

SECTION 4: COMPANY INFORMATION

Include a company profile containing the following information:

- a) Name, address, telephone number, email, and fax number (if any) of company.
- b) Company history.
- c) Include copy of all licenses/permits to do business in the State of Alabama.
- d) Include proof of participation in E-Verify program.

All bids must be sealed, and the words "HIGH PERFORMANCE ASPHALT COLD PATCH MATERIAL," name of item, proposal number, and opening date must be marked on the outside of the envelope.



COLLIN DALY, Chairman
Limestone County Commission

Attachment 1

High Performance Asphalt Cold Patch Material

GENERAL:

These bituminous patching mixes are designed in various seasonal grades for use when the outside ambient temperature is in the range of -15 F (-26 C) to 100 F (38 C). Each grade shall be manufactured specifically to accommodate anticipated climatic conditions.

The bituminous patching mix shall consist of asphalt and aggregate within prescribed quantities to make a mixture, which will provide satisfactory coating, workability and adhesion characteristics. The patching mixture will be available in grades to function as a patch during cold and damp or during hot weather in bituminous and concrete pavement. The asphalt blend and aggregate shall conform to the following requirements.

LIQUID ASPHALT:

The bituminous material shall be prepared from a base stock of asphalt cement and blended to meet the following requirements:

Kinematic Viscosity @ 140 F (60 C)	ASTM D 2170	350 to 4000 cSt (mm ² /s)
Flash Point, Tag Open Cup	ASTM D 1310	200 F (93 C) minimum
Percentage of Water	ASTM D 95	Less Than 0.2%
Distillation to 680 F (360 C)	ASTM D 402	See Values Below

Temperature	Volume % Total Distillate		Volume % Original Sample	
	Minimum	Maximum	Minimum	Maximum
to 437 F (225 C)	0	0	0	0
to 500 F (260 C)	0	0.5	0	0
to 600437 F (225 C)F	10	65	0	18
Residue from distillation to 680 F (360 C)% Volume by Difference			73	95

TESTS ON RESIDUE FROM DISTILLATION

Absolute viscosity @ 140 F (60 C)	ASTM D 2171	75 to 425 Poise (10 ⁻¹ Pa*s)
Penetration, Modified with Cone	ASTM D 5*	180 minimum
Ductility, 39 F (4 C) 1cc/minute	ASTM D 113	100 minimum
Solubility in Trichloroethylene	ASTM D 2042	99.0% minimum

*Make this test in accordance with ASTM Method D 5, except utilize a penetration cone in place of the standard penetration needle. The cone shall conform to the requirements given in ASTM Method D 217, except that the interior construction may be modified as one desires. The total moving weight of the cone and attachments must be 150 ± 0.1 grams. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and decant water from the top of the sample before transferring from the bath to the penetrometer.

AGGREGATE:

The aggregate shall be crushed stone and shall meet the following requirements:

SIEVE ANALYSIS

ASTM C 136

Sieve	#9 ASTM D 448 Percent Passing	COMBINATION #9 & #89 Percent Passing	#89 ASTM D 448 Percent Passing
1/2" (12.5 mm)	-	100	100
3/8" (9.5 mm)	100	90 - 100	90 - 100
#4 (4.75 mm)	85 - 100	55 - 85	20 - 55
#8 (2.36 mm)	10 - 40	5 - 40	5 - 30
#16 (1.18 mm)	0 - 10	0 - 10	0 - 10
#50 (0.30 mm)	0 - 5	0 - 5	0 - 5

Soundless Loss (Sodium, 5 cycles)	ASTM C 88	12.0 maximum
Los Angeles Abrasion Loss	ASTM C 131	45.0% maximum
Specific Gravity	ASTM C 127	2.45-2.85
Absorption	& 128	3.0% maximum
Minus 200 Sieve (0.075 mm) Wash Loss	ASTM C 117	2.5% maximum

PREPARATION OF MIXTURE:

The producer will provide a paved stockpile pad or an established material base of the same product as bid in the specifications. The pad or material base shall be solely committed to this product during the contract period.

The asphalt shall be heated to a temperature between 185° - 265°F (85° - 130°C).

The mixture shall consist of an aggregate and asphalt combined in a pug mill in the following proportions:

Asphalt	5.0 to 6.5%
Aggregate	95.0 to 93.5%

The aggregate shall be surface dried by applying heat to the aggregate in order to reduce aggregate fines and facilitate uniform coating of the aggregate. The temperature of the bituminous mixture at the point of discharge from the mixer under any circumstance shall not exceed 175° F (80° C). The mixture shall be mixed in the plant until all of the aggregate is uniformly coated.

When producing in a batch plant, wet mix time in the pug mill should be typically in the range of 30 to 45 seconds or until the aggregate is uniformly coated (greater than 95%) as outlined in ASTM D 2489.

PRODUCTION SUPERVISOR

A technical representative from the manufacturer will be present at every production for quality assurance of the mix.

MIXTURE:

The asphalt cold mix shall meet the following requirements.

Coating	ASTM D 2489	Greater than 95%
Stripping in distilled water ¹	Visual	Less than 5%
Extraction of Bituminous Material	ASTM D 2172	3.5 min. 9.0% max.
Sieve Analysis of Extracted Aggregate	ASTM C 136	See Aggregate Specification
Minus 200 (0.075mm) of Extracted Aggregate	ASTM C 117 & 136	4.0% Maximum ²
Shelf Life of 100 Tons or more		One-Year Minimum

Note 1: Place approximately 100 grams in a 250 ml glass beaker and cover with distilled water for 24 hours before observation.

Note 2: This value shall not be confused with the 2.5% maximum allowed for the Minus 200 (0.075mm) Wash Loss on the raw aggregate before the production of the cold mix. That value is necessary to minimize the effect of the plant when producing the finished cold mix.

PERFORMANCE GUARANTEE:

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

- A. The material shall remain workable to accommodate climatic conditions, in an uncovered stockpile of 100 tons or more, if applicable, for a period of not less than 12 months. Smaller quantities must be reasonably covered.
- B. Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up 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, the supplier shall replace the unsatisfactory with acceptable material. The acceptable material shall be provided and delivered at no extra charge to the Limestone County Commission.

AWARD OF BID:

If requested, the successful bidder will be required to furnish an affidavit that this product meets or exceeds the above specifications. The affidavit shall have attached an analysis done by an independent testing laboratory, certifying that the material conforms to these specifications. The material tested shall be obtained from a stockpile with a minimum quantity of 100 tons. If the successful bidder does not submit the affidavit of the lab analysis within 30 days of the award of this bid the County Commission may cancel the award of this bid.

[BID SHEET ON FOLLOWING PAGE]

**BID SHEET
HIGH PERFORMANCE ASPHALT
COLD PATCH MATERIAL**

HIGH PERFORMANCE ASPHALT COLD PATCH MATERIAL (bulk)

PRICE PER TON \$ _____ PICKED-UP

PRICE PER TON \$ _____ DELIVERED

Pick-Up Location _____

HIGH PERFORMANCE ASPHALT COLD PATCH MATERIAL (50lb bags)

PRICE PER 50lb BAG \$ _____ PICKED-UP

PRICE PER 50lb BAG \$ _____ DELIVERED

Pick-Up Location _____

HIGH PERFORMANCE ASPHALT COLD PATCH MATERIAL (5 gal. pails)

PRICE PER 5 gal. PAILS \$ _____ PICKED-UP

PRICE PER 5 gal. PAILS \$ _____ DELIVERED

Pick-Up Location _____

Attachment 2

VERIFICATION AND AFFIRMATION

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

Please Print

SIGNATURE: _____

E-MAIL: _____

PHONE: _____

By signing this Verification and Affirmation, the party verifies and acknowledges that it is bound by the terms of its bid (including, but not limited to, the terms found in the Invitation for Bids and its materials prices as set forth in Attachment 1) for the period stated above should the party's bid be selected and awarded by Limestone County. Moreover, it affirms, for the duration of the agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if the party found to be in violation of this provision, then it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.