

CK09MERCER2011-15 ROAD MATERIALS FOR MERCER COUNTY AND COOP MEMBERS

BID OPENING DATE: 6/15/2011

CONTRACT PERIOD:  
SEPTEMBER 8, 2011 THROUGH SEPTEMBER 7, 2012

RESOLUTION NO.2011-482

AWARDED VENDOR

GARDEN STATE ASPHALT MATERIALS INC.

ADDRESS

100 BILBY ROAD

CITY, STATE, ZIP

HACKETTSTOWN, NJ 07840

CONTACT

JOSEPH AHART

WEBSITE OR E-MAIL

[9JAHERT@GARDENSTATEASPHALT.COM](mailto:9JAHERT@GARDENSTATEASPHALT.COM)

TELEPHONE

908 850 5000

FAX

908 850 3737

LOCATION

HACKETTSTOWN, NJ

Approved as to Form and Legality

Date

  
County Counsel

September 13, 2011

PARTIAL AWARD OF BID RECEIVED JUNE 15, 2011 TO GARDEN STATE ASPHALT MATERIALS TO SUPPLY ROAD MAINTENANCE MATERIALS WITH MERCER COUNTY AS THE LEAD AGENCY FOR THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM. AMOUNT NOT TO EXCEED \$31,850.00. CONTRACT PERIOD: SEPTEMBER 8, 2011 TO SEPTEMBER 7, 2012. (OPEN-END CONTRACT) (CK09MERCER2011-15)

WHEREAS, the Mercer County Purchasing Agent has advertised for bids for road maintenance materials for use by Mercer County and the Mercer County Cooperative Contract Purchasing System (CK09MERCER2011-15), as authorized through Resolution No. 2007-252, adopted April 26, 2007; and,

WHEREAS, four (4) separate sealed bids were received on June 15, 2011 for furnishing the aforementioned products; and,

WHEREAS, the bid from Garden State Asphalt Materials, Inc., 100 Bilby Road, Hackettstown, New Jersey 07840 in the amount not to exceed \$31,850.00 be awarded for a period of one year for an amount not to exceed \$31,850.00; and,

Clerk to the Board

RECORD OF VOTE

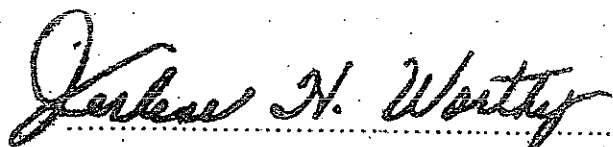
FREEHOLDER	Aye	Nay	N.V.	Abs	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs	Res.	Sec.
Cannon	X						Koontz	X					
Carabelli	X				✓		Walter	X					
Cimino	X					✓	Colavita	X					
Frisby				X									

X—Indicates Vote      Abs.—Absent      N.V.—Not Voting  
Res.—Resolution Moved      Sec.—Resolution Seconded

WHEREAS, the bidder hereinafter designated the lowest qualified bidders and each participant of the Mercer County Cooperative Contract Purchasing System will be responsible for their purchase and payment; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contract when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Purchasing Agent, the County Engineer, the Director of Mercer County Department of Transportation and Infrastructure, and the Chief of the Division of Highways for further distribution.



Clerk to the Board

			GARDEN STATE ASPHALT	
ITEM NO	ROAD MATERIALS FOR THE COUNTY OF MERCER AND COOP MEMBERS - COST PER TON MUST BE CONSISTENT FOR THE COUNTY AND COOP MEMBERS		COST PER TON F.O.B. PLANT	TOTAL COST FOR MATERIALS F.O.B. PLANT
1.*	BITUMINOUS CONCRETE SURFACE COURSE MIX I-4 (F.O.B.) OR			
1A.*	BITUMINOUS CONCRETE SURFACE COURSE MIX I-5 (F.O.B.)			\$ -
2	BITUMINOUS STABILIZED BASE COURSE MIX I-2 (F.O.B.) DELIVERED OR PICKUP	5,000		\$ -
3	PERMANENT ASPHALT REPAIR MATERIAL (F.O.B.)	150	\$ -	\$ -
4	COARSE AGGREGATE #8 (3/8") (F.O.B.)	400	\$ -	\$ -
5	COARSE AGGREGATE #57 (3/4") (F.O.B.)	450	\$ -	\$ -
6	COARSE AGGREGATE (1 1/2") (F.O.B.)	500	\$ -	\$ -
7	SCREENINGS (F.O.B.)	620	\$ -	\$ -
8	SMALL CORE STONE (6" AVERAGE)	500	\$ -	\$ -
9	DENSE GRADED AGGREGATE BASE COURSE	550	\$ -	\$ -
10	TACK COAT (CUTBACK ASPHALT) GALLON OR 10A OR	7,000	\$ 4.55	\$ 31,850.00
10A	TACK COAT (EMULSIFIED ASPHALT) GALLON	7,000	\$ 2.55	\$ -
TOTAL AWARD				\$ 31,850.00

## GENERAL PROVISIONS

The County of Mercer requests bids for the provision of Road Materials. Please note, the County requests a cost per ton for materials FOB Plant and FOB Destination for those materials specified on pages 15 and 16 of this bid specification; therefore the County reserves the right to award multiple contracts based upon the lowest cost for each line item FOB Plant and FOB Destination. The County shall not be bound by a minimum or maximum quantity.

Quantities used are, unless otherwise stated, **ESTIMATED ANNUAL USAGE** and are for the purpose of this bid only. Quantities will be determined by the actual needs of the County during the term of the contract. The County will purchase on an as needed basis. Under normal circumstances, the County will purchase between 0 and 100% of the **ESTIMATED ANNUAL USAGE**. The County will not be bound by minimums or maximums but reserves the right to purchase all, part, or none, of the quantities.

The material under this contract shall comply with all requirements of the 2007 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction and the latest supplementary Specifications for State Aid Projects, except as amended, by these supplementary specifications. **Note: Job Mix Formula for each material shall be included with bid.**

Proposal shall be submitted on the form of proposal furnished by the Purchasing Department and shall be properly filled out and duly executed. The bidder shall state in the proposal form, in figures, the price per unit of measure for each scheduled item, the product of the respective estimated quantity and the unit price bid therefore. All figures shall be typewritten or written in ink. The bidder shall submit the same unit price; cost per ton or gallon for the County of Mercer and the Cooperative Contract Purchasing System.

This form of proposal includes materials to be provided for municipal assistance projects, participating municipalities may, by resolution award, execute contracts (similar form) for materials specified and bid in the proposal.

Wherever alternates are called for to be bid upon in the proposal, the contractor may submit a price on any or all types of material on which proposals are requested. The governing body may consider the prices as alternates and award contracts according to Chapter 2, Title 27 of the revised statutes.

The quantities, which will be awarded, are approximate only and the County reserves the right to increase or decrease them to the extent of twenty percent (20%) at the awarded quantity at the unit price bid. Such change, however, will be only upon written order of the County Road Supervisor and /or County Engineer.

The material herein designated is to be supplied for one year from date of execution of the contract, unless an agreement is entered into by the contraction parties to continue the contract in force until other contracts are entered into.

The award of the contract will be on the unit price bid basis; that is cost per ton or gallon, as indicated in the proposal.

**The foregoing paragraph does not apply in the case of materials bid on a unit price basis F.O.B. plant, quarry or dock. Material bid in this manner shall be awarded on F.O.B. unit price plus added costs and conditions on page 7 of this specification.**

Materials will not be permitted from firms or individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of Treasury, General Services Administration, CN-039, Trenton NJ 08625-0039 (Telephone: 609-292-4927).

The delivery is to be according to the direction of the County Road Supervisor or County Engineer, and if any material of which they do not approve is furnished, it is to be removed at the expense of the contractor.

Should any difference arise between the contracting parties as to the meaning or intent of this specification, the County Road Supervisor or County Engineer's decision is to be final and conclusive.

Contracts based on FOB plant or FOB destination. In the event of FOB plant, the low bidder's unit cost shall be added to cost and conditions on **page 7**.

Bidders may bid on all items or one individual line item. The County reserves the right to award to multiple vendors.

## DETERMINATION OF AWARD

### FOR MATERIALS BIDS F.O.B. PLANT, QUARRY OR DOCK LOWEST BID AND AMOUNT OF AWARD

The following elements will be considered and taken as constituent parts of each bid for material F.O.B. plant, quarry or dock and used in determining the quantities to be awarded and ultimately taken.

1. Price per ton as stated in the bid.
2. Hauling costs to the County as determined by:
  1. Distance computed at the rate of \$0.75 per mile for each ton over the route selected from the point of delivery of the materials as stated in the bid to the place of their intended use.
  2. Traffic conditions.
  3. Conditions of roads and bridges.
  4. Accessibility to the bidder's place of delivery.
  5. Service at the bidder's place of delivery.

The quantity awarded to each bidder in the first instance shall be determined by the lowest bid found by adding to the price per ton, as stated in the bid, the sum computed at the rate of \$0.75 per mile for each ton over the route selected from the point of delivery of the materials as stated in the bid, to the place of their intended use, using a 22 ton minimum per tandem haul and 15 ton minimum per single axle truck. The County reserves the right to decrease the awarded quantity if it is determined by the County that because of traffic conditions, conditions of roads and bridges, accessibility to bidders place of delivery, poor service at bidder's place of delivery at the time the materials are needed for use, or there will be a savings or advantage to the County through purchasing the same from another bidder at its net price bid.

If due to traffic condition, conditions of roads or bridges, inaccessibility to bidder's place of delivery or poor service at bidder's place of delivery at the time the materials are needed for use it becomes disadvantageous to the County to use any route selected, the County may use another route and compute the bid and award decreasing or increasing the amount to be taken from any bidder resulting from the new cost computation. Furthermore, unsatisfactory materials furnished by any bidder may at all times be rejected and replaced by materials from another bidder.

Location of Plant, Quarry or

Dock \_\_\_\_\_

**CONTACT PERSON FOR EACH AGENCY**

Mercer County

**Contact Person:** Chris Markley  
(609)- 530-7518

Mercer County Park Commission

**Contact Person:** Frank Zabawa  
(609)- 278-2768

Borough of Princeton

**Contact Person:** Sandy Webb  
(609) 497-7655

East Windsor Department of Public Works

**Contact Person:** Bill Askenstedt  
(609) 443-4000

Mercer County Technical School

**Contact Person:** Nancy Swirsky  
Annette Stewart  
(609) 631-2104

A high quality permanent asphalt repair material consisting of a proprietary bituminous liquid blend and tested and screened aggregate mixed by an approved hot asphalt plant.

**PERFORMANCE**

1. The product must be effective for year round replacement of cold patch and hot mix for pothole and overlay repairs, utility cuts and other pavement repairs on etc.
2. Can be used for filling potholes in wet or dry conditions and temperatures down to 5°F (-15°C) without heating and temperatures up to 100°F (38°C). The product must retain highways, roads, parking lots, bridge decks, railroad crossing, adhesive qualities in wet conditions.
3. Can be use for overlay work on clean dry asphalt, concrete or timber in thickness down to 1/2 inch thick will hold an exposed 2 inch. (1.27 cm.) edge after compaction.
4. When applied, becomes permanent part of the roadway. Removal is not required if subsequently overlaid with hot asphalt.
5. For permanent repairs, the tack seal shall not be required to bind to edges of repair.
6. Installation procedure should be equivalent to that used for hot asphalt repair
7. After application, a roadway can be opened to traffic immediately.
8. Will not ravel or stick to tires after proper compaction. A light sand sprinkle is acceptable after installation in very hot temperatures.
9. Stores outside uncovered without drying or clumping for up to three years. Unused material can be returned to stockpile for later use. Stockpile will not leach or strip.
10. After application, product must retain flexibility and cohesiveness two inches below cured surface to accommodate bridge deck or ground movement

**MATERIALS**

1. Aggregate will consist of 100% crushed, washed or screened limestone or approved equal that is free form excessive fines, dust and foreign material.
2. Aggregate graduation testing in accordance with ASTM C-136 shall produce the following typical sieve analysis.

Sieve Size		% Passing
Standard	Alternate	
9.5mm	3/8"	100
4.75mm	4	55-100
2.36mm	8	5-30
1.18mm	16	0-10
600mm	30	0-2.5
300mm	50	0-2.5
150mm	100	0-2.0
75um	200	0-1.

3. Aggregate soundness testing in accordance with ASTM C-88 after 5 cycles using sodium sulfate shall not have more than 10% soundness loss.
4. Aggregate absorption and relative density testing according to ASTM C-128 shall have a maximum absorption of 2% and relative density between 2.5 and 2.75.
5. Aggregate sources must be approved before any manufacturing plant is qualified. Charges in aggregate sources must be approved for any previously qualified plant.
6. The bituminous liquid will be a modified cut back asphalt which may contain proprietary performance additives. Finished product shall contain less than 3% cutback. It will meet or exceed the following test requirements:

ASTM D-314	Flash Point (TOC)	150-158 <sup>0</sup> F	(66-70 <sup>0</sup> C)
ASTM D-2170	Kinematic Viscosity at 140 <sup>0</sup> F (60 <sup>0</sup> C)		250-500
ASTM D-95	Water	0.20%Max.	
ASTM D-402	Distillate (% of total distillate) to 437 <sup>0</sup> F (225 <sup>0</sup> C)		0-10
		to 500 <sup>0</sup> F (260 <sup>0</sup> C)	15-55
		to 600 <sup>0</sup> F (316 <sup>0</sup> C)	60-90
	Residue from distillate at 680 <sup>0</sup> F (316 <sup>0</sup> C)		67%
	Residue Tests		
ASTM D-5	Penetration		150-250
ASTM D-2171	Absolute viscosity at 140 <sup>0</sup> F (60 <sup>0</sup> C)		300-1200
ASTM D-113	Ductility at 39 <sup>0</sup> F (4 <sup>0</sup> C) at 1cm/min		100 cm Min.

7. Additives to the bituminous liquid must not exceed regulatory action levels when tested per TCLP EPA Method 1311
8. Specific mixing ratios of aggregate and liquid will be approved on a plant by plant basis depending on the sieve analysis and absorptive rate of the aggregate. Mix formula of aggregate and bituminous liquid will be 4.0% minimum and 6.0% maximum.

### **QUALITY CONTROL**

1. It is the responsibility of the supplier to ensure that product quality is maintained to specification requirements. Products received will be randomly tested at the expense of the purchaser. However, should the product fail to meet specification, the supplier will be responsible for all expenses incurred in the testing and return of the defective material. In cases of discrepancies, the decision of the purchaser will govern.
2. The finished product will meet the following test requirements:

Stripping	MTO 1153-08	Boiling Test	Passes 75% coating
Extraction	ASTM D-2172	Minimum 3.0%	Maximum 6.0%
3. Each manufactured lot must be quality controlled tested by supplier for stripping, extraction and workability at 5<sup>0</sup>F (15<sup>0</sup>C). Test results must be available upon request.

### **MANUFACTURING DEFECTS**

Product will be free from manufacturing defects, imperfections and/or design deficiencies that may affect performance. In all particulars not covered by this specification or quotation documents, production shall be in accordance with good commercial practice. Materials not defined here shall be of best commercial quality and suitable for intended.

### **WARRANTY**

Production must be 100% guaranteed to perform as documented when applied per supplier's instructions. If product does not conform, it will be replaced or refunded in full.

### **PAYMENT**

Payment for Permanent Asphalt Repair Material, shall be made for the quantity as above determined, measured in tons at the price bid per ton for the item, which price shall include the price of all materials including bituminous materials.

## **QUANTITY AND PAYMENT:**

All bid prices for bituminous concrete and other bituminous materials shall include the price of furnishing and incorporating all materials including asphalt cement and other bituminous materials.

The quantities of material for which payment will be made, will be those actually received in accordance with the orders for said materials, and conforming to the specification requirements.

When payment for materials is specified on a ton basis, each truckload of material shall be weighed by a certified weigh master on certified scales approved by the state Department of Weights and Measures.

The weigh master shall furnish to the truck driver weigh master slips showing the gross, tare and net weight. To each weigh master slip, his signature and official seal shall be affixed.

Trade discounts will be a factor in determining the award. Time, in connection with discount offered, will be computed from the date of final inspection and acceptance of delivery of supplies to the using department or agency, or from the date the correct voucher, properly certified, is received, or whichever is later.

**F.O.B. DELIVERY POINT:** All prices bid must be on the basis of F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal.

Bids will be accepted from manufacturers or suppliers provided their equipment is equivalent to the specifications and suitable for the purpose for which intended.

If the bidder proposes any feature other than specified, the compliance answer must be clearly indicated "NO." Bidder shall elaborate on a separate sheet of paper any and all deviations from the specifications. Bidders must furnish with the bid, the latest printed technical specifications, unaltered, on the product or equipment they propose to furnish, to receive consideration.

Proposals submitted which, in our judgment, are not in conformance with the specifications of this bid proposal, will be rejected.

Any wrong, vague or deceptive responses to the foregoing, or neglecting to respond, can be considered justification for disqualification of the bid.

Acceptance of bids will be based on such factors as; ability to perform, ease of operation, operator comfort and acceptance, safety factors, durability, long range performance, product support and proven record for good resale value.

In conformance with the State of New Jersey Statute C. 40A: 11-18, only goods and products manufactured or produced in the United States, where possible, and wherever available, are to be used for this proposal.

Quantities used are, unless otherwise stated, **ESTIMATED ANNUAL USAGE** and are for the purpose of this bid only. Quantities will be determined by the actual needs of the County during the term of the contract. The County will purchase on an as needed basis. Under normal circumstances, the County will purchase between 0 and 100% of the **ESTIMATED ANNUAL USAGE**. The County will not be bound by minimums or maximums but reserves the right to purchase all, part, or none, of the quantities.

**Section 902 – Asphalt**  
**902.01 Bituminous Materials**

Use the following temperature-volume correction (TVC) factors to convert the volume of bituminous materials, measured at the temperature at the point of use, to the volume at 60 °F:

1. For PG Binder and MC 800, use the following equation:
2.  $TVC = 1.0211326242 - 3.548988118 \times 10^{-4} [T (^{\circ}F)] + 4.49881 \times 10^{-8} [T (^{\circ}F)]^2$
3. For all other cutbacks, use the following equation:
4.  $TVC = 1.02413769 - 4.0641418 \times 10^{-4} [T (^{\circ}F)] + 6.79176 \times 10^{-8} [T (^{\circ}F)]^2$

## Section 902 – Asphalt

### 2.01 Bituminous Materials

5. For emulsified asphalts, use Table 902.01-1.

Table 902.01-1 TVC Factors for Emulsified Asphalt Material

Temp (°F)	Factor	Temp (°F)	Factor	Temp (°F)	Factor	Temp (°F)	Factor
40	1.0050	75	0.9953	110	0.9876	145	0.9792
41	1.0048	76	0.9960	111	0.9874	146	0.9790
42	1.0045	77	0.9958	112	0.9872	147	0.9787
43	1.0043	78	0.9955	113	0.9869	148	0.9785
44	1.0040	79	0.9953	114	0.9867	149	0.9782
45	1.0038	80	0.9950	115	0.9864	150	0.9780
46	1.0035	81	0.9948	116	0.9862	151	0.9778
47	1.0033	82	0.9945	117	0.9860	152	0.9775
48	1.0030	83	0.9943	118	0.9857	153	0.9773
49	1.0028	84	0.9940	119	0.9855	154	0.9770
50	1.0025	85	0.9938	120	0.9852	155	0.9768
51	1.0023	86	0.9935	121	0.9850	156	0.9766
52	1.0020	87	0.9933	122	0.9847	157	0.9763
53	1.0018	88	0.9930	123	0.9845	158	0.9761
54	1.0015	89	0.9928	124	0.9843	159	0.9758
55	1.0013	90	0.9925	125	0.9840	160	0.9756
56	1.0010	91	0.9923	126	0.9838	161	0.9754
57	1.0008	92	0.9920	127	0.9835	162	0.9751
58	1.0005	93	0.9918	128	0.9833	163	0.9749
59	1.0003	94	0.9915	129	0.9830	164	0.9747
60	1.0000	95	0.9913	130	0.9828	165	0.9744
61	0.9998	96	0.9910	131	0.9826	166	0.9742
62	0.9995	97	0.9908	132	0.9823	167	0.9739
63	0.9993	98	0.9905	133	0.9821	168	0.9737
64	0.9990	99	0.9903	134	0.9818	169	0.9735
65	0.9988	100	0.9901	135	0.9816	170	0.9732
66	0.9985	101	0.9899	136	0.9814	171	0.9730
67	0.9983	102	0.9896	137	0.9811	172	0.9728
68	0.9980	103	0.9884	138	0.9809	173	0.9725
69	0.9978	104	0.9891	139	0.9806	174	0.9723
70	0.9975	105	0.9889	140	0.9804	175	0.9721
71	0.9973	106	0.9886	141	0.9802	176	0.9718
72	0.9970	107	0.9884	142	0.9799	177	0.9716
73	0.9968	108	0.9881	143	0.9797	178	0.9713
74	0.9965	109	0.9879	144	0.9794	179	0.9711

### **902.01.02 Cutback Asphalts**

Use cutback asphalt of the rapid-curing types conforming to AASHTO M 81 and cutback asphalt of the medium-curing types conforming to AASHTO M 82.

For cutback asphalt that will not be used as a penetrating prime coat, use and store according to N.J.A.C 7:27-16 *et seq.*, which includes a limitation for use only between October 15 and April 15.

The cutback asphalt producer shall provide the cutback asphalt quality control plan annually to the ME for approval.

Submit to the ME a certification of compliance, as specified in 106.07, for the asphalt binder. The ME will perform quality assurance sampling and testing of each cutback asphalt lot as defined in the approved quality control plan.

### **902.01.03 Emulsified Asphalts**

Use emulsified asphalts of the rapid-setting (RS), medium-setting (MS), and slow-setting (SS) types conforming to AASHTO M 140. Use cationic emulsified asphalts of the rapid-setting (CRS), medium-setting (CMS), and slow-setting (CSS) types conforming to AASHTO M 208.

The emulsified asphalt producer shall provide the emulsified asphalt quality control plan annually to the ME for approval.

Submit to the ME a certification of compliance, as specified in 106.07, for the asphalt binder. The ME will perform quality assurance sampling and testing of each emulsified asphalt lot as defined in the approved quality control plan.