

TECHNICAL SPECIFICATIONS

SUPPLYING AND DELIVERING VOC-COMPLIANT HIGH PERFORMANCE COLD PATCH TO THE CUMBERLAND COUNTY PUBLIC WORKS DEPARTMENT

1. INTENT

The intent and purpose of this specification is to adequately describe the requirements for Supplying and Delivering VOC-Compliant High Performance Cold Patch for the Cumberland County Public Works Department and the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS and to list all requirements necessary for entering into a contract, and for being declared winning bidder, for providing the services described herein or as mutually agreed upon.

The conditions and requirements are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids, and selection of the most responsible vendor.

Contract # 1 shall be for the supply and contractor delivery of cold patch.

Contract # 2 shall be for County pick-up of cold patch.

The County shall award a single contract for the provision of these services.

This shall be an open-ended contract. The estimates provided herein are solely provided for the purposes of this bid. The County shall not be obligated to purchase any minimum or maximum amount of materials. The contractor shall only be compensated for the quantity of materials actually provided.

2. BRAND NAME

If and wherever in the proposal a brand name, make, name of any manufacturer, or trade name is mentioned, it is for the purpose of establishing a grade or quality of merchandise only.

The County of Cumberland does not wish to rule out other competition and equal brands or makes, and therefore, the phrase "or equivalent" is added.

If merchandise other than that specified is bid, it is the bidder's responsibility to name such within his bid and to provide information to the County that may show said items are equivalent to that specified. Bidder shall list all deviations from specifications in detail on items bid. The County shall be the sole judge concerning the merits of bid submitted.

3. AMERICAN MADE GOODS

Only products or items manufactured in the United States of America wherever available, shall be furnished per this proposal in accordance with the Local Public Contracts Law of 1971, 40A:11-18.

4. ORAL INSTRUCTIONS

The County shall not be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

5. PAYMENT

Payment for the delivery of said patch will be made within seven days following the next regular monthly meeting of the Board of Chosen Freeholders subsequent to said delivery and inspection and acceptance by the County. The invoice and completed County Voucher are to be presented to:

Cumberland County Public Works Department
800 East Commerce Street
Bridgeton, New Jersey 08302
Attn: Carole Bjorklund

6. DELIVERY LOCATIONS/INSTRUCTIONS

Cumberland County Public Works Garage
800 East Commerce Street
Bridgeton, New Jersey 08302

1788 North Avenue
Port Norris, New Jersey 08349

1728 West Sherman Avenue
Vineland, New Jersey 08360

Deliveries must be made between the hours of 8:00 a.m. and 3:00 p.m., on any County business day. No deliveries will be accepted after 3:00 p.m. except in the case of extreme stock shortages requiring immediate delivery.

The mixing date for the product must be provided with each shipment to each delivery location.

If deliveries are not received within ten (10) days after notification, the Director may authorize the Cumberland County Public Works Department to secure the full quantity of the requested delivery from the nearest available source, and the difference in price, if any, will be deducted from monies due the defaulting contractor.

The County guarantees that each order for delivery will be a minimum of twenty (20) tons.

All deliveries are to be FOB, Destination Prepaid.

Other delivery points within the County may be added as required. There shall be no additional charge for delivery to other County locations.

7. MATERIAL FOR COUNTY PICKUP

The cold patch materials for County pick up will be paid for by ton of cold patch material placed within the using agency's dump truck. The bidder should indicate its plant pick up location in the Questionnaire. Bidder who fails to indicate pick up location(s) will have five (5) business days to respond to an oral or written request to provide the information. If a bidder still does not provide its pickup location(s), its bid proposal shall be rejected as non-responsive.

The contractor must allow for the pickup of cold material by County vehicles within forty eight (48) hours from the time an order is placed by the using agency.

For the purposes of evaluating bids for Contract # 2, County pick-up of materials, the County estimates that it shall purchase approximately 600 tons of material, that each County pick-up shall be approximately 12 tons and that there will be approximately 50 round trips required to pick up the 600 tons of material. Bidders shall indicate in the Questionnaire the physical address of their plant where the County would pick up materials and the approximate round trip distance from that plant to the intersection of State Highway 49 and County Road 553, Bridgeton, New Jersey, 08302. The County shall apply \$4.00 per mile (all-inclusive manpower, time and transportation costs) to the round trip mileage indicated by the bidders to equal the County's transportation costs per each round trip. This round trip cost shall then be multiplied times the 50 round trip estimate to equal the County's transportation costs when picking up materials. The total of the transportation costs plus the materials cost shall be used for the evaluation of the bids, determination of the low, responsive bidder and for contract award.

For example, a bidder bidding a unit price of \$78.00 per ton for the 600 ton usage estimate and indicating a round trip mileage from their plant to the intersection of SH49 and CR553 of 20 miles shall have their bid evaluated as follows: 600 tons x \$78.00 per ton = \$46,800.00 for their materials cost; 20 miles x \$4.00 = \$80.00 for the per pick-up round trip transportation cost; \$80.00 per round trip x 50 round trips = \$4,000.00 for the transportation cost; \$46,800.00 plus \$4,000.00 = \$50,800.00 which would be the total amount used for bid evaluation, determination of the low, responsive bidder and for contract award.

Bidders are hereby notified that the successful bidder (contractor) shall be paid the per ton prices they have indicated in the Official Bid Sheet and not the evaluation amount determined by the County.

Should there be any dispute regarding the round trip mileage from the bidder's plant to the intersection of SH49 and CR553, Bridgeton, New Jersey, the County shall use Mapquest mileage between those points to calculate the round trip mileage; the Mapquest calculation used by the County shall be final and uncontestable.

8. MATERIALS, INSPECTIONS, TESTS AND SAMPLE

After notification of bid award and prior to the shipment of the material, the contractor shall contact the County at (856) 453-2192 to arrange for inspection and testing of the material. Only material which has obtained the necessary approvals from the County will be accepted upon delivery.

All materials being used are subject to inspection, testing or rejection at any time prior to acceptance. Samples will be taken by a representative of the County. The results of tests made with the County laboratory's apparatus and conforming to the requirements specified in the prescribed methods of testing will be official. Copies of test results will be furnished upon request.

Testing will be performed in accordance with AASHTO or ASTM methods of tests.

Unless otherwise provided, all materials will be tested at the expense of the County.

9. CERTIFICATION OF COMPLIANCE

Materials as specified will be accepted on the basis of certificates of compliance stating that such materials fully comply with the requirements of the bid. The form of certificates of compliance must be acceptable to the County.

The contractor shall require the manufacturer or supplier to furnish four (4) copies of certificates of compliance with each delivery of materials. One (1) copy shall be furnished to the County, and one copy shall be retained by the contractor.

Certificates of compliance are to contain the following information:

1. Location of the maintenance yard to which the material is delivered.
2. Description of material supplied.
3. Quantity of material represented by certificate.
4. Means of identifying the consignment, such as label marking, seal number, etc.
5. Date and method of shipment.
6. Statement that the material has been tested and found in conformity with the pertinent contract.
7. Requirements stated in the certificate.
8. Signature of the person having legal authority to bind the contractor.

Payments will not be made for the materials until the County representative has received the required certificate of compliance.

Materials used on the basis of certificates of compliance may be sampled and tested at any time. If materials are found not to be in conformance with the contract requirements, the materials will be rejected whether in place or not.

10. PUBLIC CONVENIENCE AND SAFETY

Precaution shall be exercised at all times for the protection requirements, the materials will be rejected whether in place or not.

11. MEASUREMENT OF QUANTITIES

Measurements will be made in accordance with United States standard measure.

The method of measurement and computations to be used in determination of quantities of materials furnished under the contract are those methods generally recognized as conforming to good engineering practice.

All materials, which are measured or proportioned by weight, shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the County representative.

12. METHOD OF MEASUREMENT

Bulk high performance cold patch material will be measured by the ton. The tonnage will be determined by one of the following methods:

A weigh ticket printed by an automatic printer system used in conjunction with an automated batching and mixing system. The printed ticket shall show the individual weights of the various components of the high performance cold patch material in a batch, the total weight of each batch, and the sum of all batch weights in the truckload. The signature and official seal of a certified weigh master shall be affixed to each weigh ticket.

A weigh ticket printed by an automatic scale showing the tare and gross weights of the truck as determined for each trip and the time and date indicating when the truck was tared and when it departed from the plant. Time and date may be printed automatically by a time clock; however, the net weight must be documented on each delivery ticket by a certified weigh master. Fully automatic scales that print gross, tare and net weights are acceptable if the system is an approved type in accordance with the requirements of the Department of Transportation and Office of Weights and Measures, Division of Consumer Affairs, Department of Law and Public Safety. The signature and official seal of a certified weigh master shall be affixed to each weigh ticket.

Automatic truck scale weighing devices must be approved and certified by the Office of Weights and Measures, Division of Consumer Affairs, Department of Law and Public Safety.

In the event of a breakdown of the automatic printing system, weigh tickets showing the gross, tare and net weight of each truck, as entered and certified by weigh master, will be accepted for a period not exceeding the necessary repair time as certified by a licensed repairman.

A weigh ticket shall be furnished for each truckload. Material will not be accepted unless accompanied by a weigh ticket. The weigh ticket shall be legible and clearly indicate the receiving party or title of the project for which delivery is intended, the time and date, truck number, lot number and mix number of material being furnished, the individual batch weights and the total net weight in each truck load.

13. CONTRACT PERIOD

The contract period for this contract shall be from May 1, 2010 to April 30, 2011. The contract shall be contingent upon the appropriation of the necessary funds in the temporary and/or permanent 2010 and 2011 budgets.

14. CONTRACT AWARD

The contract for this project will be awarded to the low, responsive, responsible bidder on the unit price basis for Contract # 1 plus Contract # 2.

The unit prices bid herein shall remain firm for the contract period.

The County shall award a single contract for the provision of these services.

Bidders are hereby directed to review Section 7, Materials for County Pickup, commencing on Page 35, regarding the calculations the County shall make for evaluating bids, determining the low, responsive bidder and for contract award.

Bidders having questions regarding the calculations shall contact David A. Mulford, Jr., Director of Purchasing, at (856) 453-2130.

15. DIFFERENCES

Should any difference arise between the contracting parties as to the meaning or intent of this specification, the engineering department's decision is to be final and conclusive. Any material delivered which does not perform satisfactorily is to be removed at the expense of the contractor.

16. RESERVATIONS

The County reserves the right to reject any and all bids received for this project and to waive any minor informalities as allowable by law.

17. SPECIFICATION FOR VOC-COMPLIANT HIGH PERFORMANCE COLD PATCH

VOC-compliant cold patch material must be compliant with N.J.A.C. 7:27-16.19 for allowable volatile organic compounds (VOC) content for the period of April 16th through October 14th. The cold patch material shall be composed primarily of broken stone, emulsified asphalt, and additives.

Emulsified asphalt must be compliant with N.J.A.C. 7:27-16.19 with VOC content less than 0.1 percent or less than 6.0 milliliters of distillate when tested according to AASHTO T 59. The contractor shall use sufficient emulsified asphalt for a residual asphalt content of 5.0 to 7.0 percent by weight of total mixture.

Crushed stone must meet the requirements of NJDOT Standard Specifications for Road and Bridge Construction Section 901.05 except that the aggregate source is not required to be on the QPL (Qualified Products List). The contractor shall use additives as necessary to improve the workability and performance of the cold patch material.

The cold patch material shall be uniformly mixed and shall not require any remixing of the contents prior to use.

Cold patch material must remain workable and must be storage stable for at least 3 months when stored according to manufacturer's recommendations.

Cold patch material shall be designed for long term performance in patching of potholes including good adhesion and resistance to water damage.

The product must be effective for replacement of cold patch and hot mix for pothole and overlay repairs, utility cuts and other pavement repairs on highways, roads, parking lots, bridge decks, railroad crossings, etc.

When applied, the material shall become a permanent part of the roadway. Removal shall not be required when the surface is subsequently overlaid with hot asphalt.

Installation procedures should be equivalent to that used for hot asphalt repair.

The material shall be such that, after application, the roadway can be opened to traffic immediately.

The material shall not ravel or stick to tires after proper compaction. A light sand sprinkle is acceptable after installation in very hot temperatures.

Currently, there is no NJDOT approved list for VOC Compliant High Performance Cold Patch material. Only bids for materials that are certified to be VOC Compliant will be accepted. The County may take independent samples to confirm VOC compliance.

18. NEW JERSEY RIGHT TO KNOW

The contractor shall supply any required MSDS sheets or other material to meet all New Jersey Right-to-Know requirements.

19. ESTIMATED QUANTITIES

The quantities provided herein are estimates provided solely for the purposes of this bid. The County shall not be obligated to purchase any minimum or maximum amount of materials. The contractor shall only be paid for the amount of materials actually provided.

20. CANCELLATION

Non-performance of the contractor in terms of compliance with specifications shall be a basis for termination of the contract by the County. Cancellation by the County may be made immediately upon written notice to the contractor.

The contractor may be given a reasonable opportunity before termination to correct any deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance. The County may deduct from any money due the vendor if the contractor fails to perform their obligations under this contract. The County reserves the right to pursue any and all other remedies if the contractor defaults on it so obligations under this contract.

21. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Contractor covenants and agrees that he and his agents and employees will comply with all federal, state and local laws, regulations and ordinances, applicable to the business to be conducted under this contract, and that he shall obtain all necessary permits, pay all license fees and taxes to comply therewith.

22. RESERVATIONS

The County of Cumberland reserves the right to reject any and all bids as allowable by law. The County reserves the right to investigate the bidder's ability and to satisfy itself that the bidder will be able to fulfill these specifications and any future service requirements.

23. LAWS AND ORDINANCES

All work shall be performed in all respects, in strict conformity to all laws, regulations and ordinances of the Federal, State, County and Municipal governments, and all departments and bureaus having jurisdiction thereof.

24. COUNTY HOLIDAYS

For the purposes of this bid the following shall be the holidays observed by the County:

New Years Day
Martin Luther King Day
Lincolns Birthday
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving
Christmas Day

25. SUBMITTAL DOCUMENTS REQUIREMENTS

It shall be the responsibility of the bidders to familiarize themselves with the documentation required by all authorities having jurisdiction and approval for this project, which approval may be required prior to commencement of any work.

26. EXAMINATION OF DOCUMENTS

Each bidder is under an affirmative duty to inform itself by personal examination of the specifications and the proposed work and by such other means as it may select, of the character, quality and extent of work to be performed and the conditions under which the contract is to be executed.

Each bidder shall examine the specifications and all other data or instructions pertaining to the work required for this contract. No pleas of ignorance of conditions that exist, or of difficulties or conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the County of Cumberland as an excuse for any failure or omission on the part of the bidder to fulfill every detail of all the requirements of the documents governing the work. Bidder, if awarded contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed themselves prior to bidding.

27. TERMINATION

Either party may terminate this agreement at any time by providing thirty (30) calendar days written notice, sent by certified mail with return receipt, to the other party, indicating its intention to terminate the agreement.

28. CONTRACTOR RESPONSIBILITY

The contractor shall be held to have carefully examined the conditions that may be encountered in complete execution of all work.

The contractor shall be held to have examined these specifications and all other data or instructions pertaining to this work.

It shall be understood that by submitting a bid proposal, the bidder/contractor shall be bound by the terms and conditions required herein.

All work and materials shall be in full accordance with the regulations of all entities having jurisdiction.

The contractor shall immediately inform the County of any work materials which violate any of the above laws and regulations and any work done by the contractor causing such violations shall be corrected by this contractor at his own expense.

29. QUESTIONS

Questions concerning this bid invitation shall be directed in writing to the Cumberland County Director of Purchasing via facsimile at (856) 451-0967.

30. COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM

Bidders are hereby reminded that this bid is being solicited on behalf of the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1, that permits government entities within the geographic boundaries of a County, and at the discretion of the County, to utilize any contract made by the County, provided that the successful bidder to the County is awarded a contract and has elected to extend their prices to those government entities.

Bidders are hereby reminded that the decision to award the County contract for this bid will not be affected by a bidder's decision to extend, or not to extend, their prices to the government entities within the County.

Bidders are hereby reminded to check Yes or No on the Official Bid Sheet regarding whether they are willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth. Bidders are reminded that it shall be understood that orders will be placed subject to the overall terms and conditions of the contract to be awarded by the County of Cumberland, and that no other charges, including but not limited to, additional service or delivery charges, will be allowed except as permitted by the terms and conditions specified herein. Bidders are additionally reminded that it shall be understood that the decision to extend, or not to

extend bid prices, will not adversely effect consideration of this bid with respect to the needs of the County of Cumberland and the consequent award of contract.

Failure by the bidder to indicate on the Official Bid Sheet whether or not they will extend their bid prices to local government entities shall be taken to mean that bid prices will not be extended.