

INVITATION TO BID

STATE OF ALABAMA

COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on September 23, 2025, at 1:30 P.M., for the Provision of Bituminous Materials for the Baldwin County Commission. Bids will be opened September 23, 2025, at 2:00 P.M. in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the September 23, 2025, at 1:30 P.M. deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room in the Purchasing Office. For all purposes and uses herein, a bid and all required paperwork is “received” at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of **TWENTY-ONE (21)** pages. If all pages and noted attachments have not been received, then it is the responsibility of the bidder to contact and request the same from the Purchasing Director, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 fax.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation to Wanda Gautney in writing or e-mail (wgautney@baldwincountyal.gov) in sufficient time for reply before submission date of bids. The Commission cannot and does not guarantee that inquiries sent by mail or e-mail will be received or responded to on or before the submission date and time as indicated. It is the responsibility of the bidder to contact the Purchasing Director, Wanda Gautney at (251) 580-2520 if a reply is not received.

The use of specific names and numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for Baldwin County.

Contact initiated by a potential bidder with Baldwin County Commissioners will be only as specifically set out in this invitation. Any other contact whether verbal or written, with a Baldwin County official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation and the date of bid award**, shall be deemed and treated as an attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

BIDDER QUALIFICATIONS

All Bidders must be in, and remain, and by submitting a bid represent that they are and will remain, in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be and remain licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, and Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders shall be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200> Code of Federal Regulations.

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All bidders that qualify as a Disadvantaged Business Enterprise (DBE) must provide supporting documentation in their bid response along with the completed DBE Registration form that may be downloaded from the County website www.baldwincountyal.gov A Disadvantaged Business Enterprise or DBE means a for-profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

PREPARING THE BID

Bids must be typed or handwritten in ink. A bid submitted in pencil shall not be accepted. The Bid Guarantee and Bid Response Form must be an original; copies shall not be accepted. All required paperwork must be received in the sealed Bid Package.

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of Baldwin County regarding this bid; said

specifications shall be so considered by the bidders. Accordingly, the bidder acknowledges and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled "**EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the bid. Variations shall be treated likewise, i.e., shall be labeled "**VARIATION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the bid. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate bid evaluation and tabulation, it is suggested that bids be submitted with specifications identified in the order in which they appear in this document.

If applicable, the bidder will provide cost in two (2) categories:

(1) Cost using material as specified.

(2) Cost using material as specified of at least 25% recycled material, if available.

It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when all other terms and conditions of the Alabama Competitive Bid Law are complied with.

A BID GUARANTEE OF \$10,000.00 WILL BE INCLUDED WITH THE BID RESPONSE.

Such bid guarantee shall be a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, Letter of Credit, or certain bonds or note of the United States. This is required by the Alabama Competitive Bid Law. **No exceptions will be allowed.**

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the financing agency will be held to, and they agree to be bound by the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the bidder.

Bidders who return a **NO BID** statement shall write on the outside of the envelope, the **Bid Number (i.e., WG25-45) with "NO BID"** written underneath. The envelope will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN: Wanda

Gautney, (**mailing address**) 312 Courthouse Square – Suite 15, Bay Minette, Alabama 36507. The Commission cannot and does not guarantee that bids sent by mail or courier will be received on or before the bid opening day and time as indicated. Bids received after the deadline shall not be accepted and shall be returned to the bidder unopened.

All bids received must be in a sealed envelope plainly marked, “**WG25-45 - PROVISION OF BITUMINOUS MATERIALS.**” Bids submitted by “Express/Overnight” services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

All factors stated in this invitation package will be considered in determining the successful bidder, and any omission(s) of the stated requirements may be cause for rejection of the bid (s), all as determined solely by the Baldwin County Commission.

The County Commission reserves the right to study bids as to their correctness and may award the bid within a thirty (30) day period, but the County Commission reserves the right to extend the bid award for an additional thirty (30) days until an award decision can be made.

The Baldwin County Commission reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

TITLE 39/CODE OF AL COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975.

More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f) Code of AL 1975.

“(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require the contractor to certify under oath that all bills

have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1 (g) Code of AL 1975.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of AL shall be deemed a material breach of the terms of both the Bid Award and the Respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

Done this 2nd day of September 2025.

Matthew P. McKenzie s/s
MATTHEW P. MCKENZIE, Chairman
Baldwin County Commission

BID #WG25-45 SPECIFICATIONS

QC/QA procedures for use on all Baldwin County Projects

Definitions

County Engineer: The Engineer appointed by the Baldwin County Commission.
Supplier: The Company that is supplying the bituminous concrete for the project.
Contractor: The crew that is responsible for laying and compacting mix on the roadway.

1) *QUALITY CONTROL.*

- a) Supplier shall have on site a Level II Asphalt Technician anytime they are producing mix for Baldwin County.
- b) QC/QA TESTING
- i) Sampling shall be performed in accordance with the sampling plan as stated in this specification. Samples will be randomly selected and obtained by the Supplier or BCHD and its affiliates. QC/QA samples shall be obtained at the project site but BCHD reserves the right to sample outside the sampling plan. A large enough sample shall be obtained so that it can be split between the Supplier, BCHD or its affiliates. Samples shall be tested for Air Voids, Liquid Asphalt Binder Content, Gradation, VMA, Effective AC Content, Dust/Asphalt Ratio, Stability, Flow, and Tensile Strength Ratio (TSR) as per table 3.

TABLE 3

Test Required	Test Method (Random Number)	Sampling Frequency ** (100% Pay)	Tolerances
Asphalt Content ++++	AASHTO T308 ALDOT 354	Supplier per 500 tons BCHD per Lot	+/- .34
Maximum Specific Gravity	AASHTO T209	Supplier per 500 tons BCHD per Lot	N/A
Mixture Gradation****	AASHTO T 308	Supplier per 500 tons BCHD per Lot	+/- 7.0 % for the #4 and above +/- 4.0 %, #8 to #100 +/- 2.00 % for the #200
Dust/Asphalt Ratio***	ALDOT 371	Supplier per 500 tons BCHD per Lot	0.90 to 1.80
Air Void Content & VMA++	ALDOT 353, 307	Supplier per 500 tons BCHD per Lot	+/- 1.06%, 16.0 to 18.5
Marshall Stability and Flow ++		Supplier per 500 tons BCHD per Lot	1600, 8-18
Tensile Strength Ratio	ALDOT 361	Supplier & BCHD Minimum .80 First 1000 tons and Every 10,000 ton thereafter	

Each individual Maximum Theoretical Specific Gravity (MTSG) shall be used to calculate Air Voids.

** BCHD reserves the right to change sampling frequency; or sample outside the sample plan if it deems necessary. At least one sample shall be obtained from every project with tonnage less than 500.

*** If the Dust/Asphalt is out on two consecutive tests, production shall cease until proper plant adjustments are made.

**** If the test results are out of specification tolerance on two consecutive tests for the same size sieve, production shall cease until proper plant adjustments are made.

**** Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to but not exceed 97% on the 3/8" sieve.

++ The sample shall be one set of three Marshall samples+++.

++++ Under AASHTO T 308, if an ignition furnace is used, mixture calibration shall be used.

2) ADJUSTMENT PERIOD (Test Strip).

- a) During start-up operations, an adjustment period (test strip) as described below shall be required when producing a new job mix formula. The purpose of the adjustment period will be to permit the Supplier to adjust his production process and for Supplier QC personnel and BCHD QA personnel to calibrate and coordinate their testing procedures. The Supplier has the option of running a test strip or waiving the test strip, if the proposed job mix formula has been produced satisfactorily on previous BCHD projects. The waiver of a test strip shall be in writing to the County Engineer prior to any production and placement of the previously produced job mix design. The Supplier assumes the risk of milling and relaying unacceptable mix with no additional compensation if the test strip is not utilized.
- b) A test strip of not more than 300 tons shall be produced. Production shall stop until the Supplier has completed one liquid asphalt binder content, one air void content, and gradation. The test results for AC and Air Voids shall meet the requirements in Table 5, 100% pay in the 1 Test column.
- c) For LOT Pay Factor purposes a LOT shall be defined as a single BCHD project, multiple BCHD projects (Completed in one day) or one day's production not to exceed 1000 tons. For testing purposes, a lot shall be defined as 1000 tons (+- 200 tons). QC/QA testing shall run independent to the Pay Factor LOT when tonnages on one or more BCHD projects do not exceed 1000 tons. An ongoing tonnage total shall be maintained at each individual plant supplying mix to BCHD and sampling shall be performed every 500 tons with a minimum of one test per project. When two tests have been completed, along with referee samples, if necessary, Pay Factors shall be calculated and applied to tonnage produced on that day. The County Engineer will round a testing increment or a LOT, if necessary, to the nearest truckload of material.

3) ACCEPTANCE OR REJECTION.

- a) The recommendation of the County Engineer and decision of the Baldwin County Commission will be final as to the acceptance, rejection, or acceptance at an adjusted payment of each LOT. Upon completion of a LOT (2nd test and/or any referee test completed) pay factors shall be calculated and applied only to the mix produced in that day's production. Rejected LOTS could be removed at no cost to the Department and replaced at BCHD unit price.
- b) The act of sampling shall be the responsibility of the Supplier utilizing the following sample plan. Suppliers shall use the random number method to determine sampling location in the testing increment. If any deviation from the sampling plan occurs BCHD reserves the right to sample an Independent Verification Sample (IVS) (outside of the scope of the sampling plan) at any time. Any Supplier test sampled from outside the sampling could be rejected and replace with the results of the IVS and used for pay factor computation.
- c) The Supplier shall sample the mixture and split it into three equal samples large enough to run the test required in this specification: The Supplier's primary QC sample (PQCS), BCHD primary QA sample (PQAS) and a Referee Sample (RS). The portions of mixture for the BCHD and referee sample shall be bagged, labeled, and stored for testing (max 60 days) if required. Bagged samples shall have the following bag appropriate information accompanying the sample: Date Sampled, Ton Sampled, Truck Sampled, Random Number, Sequential Test Number (STN), Project/Road Name, Mix Type, BCHD Primary Sample or Referee Sample, copy of the Scale Ticket, and a copy of Suppliers tests results. BCHD testing increment shall consist of two primary QA samples, split with the primary QC samples, which will represent 1000 tons of mix. Both the QA sample and referee samples will be stored in a dry location by the Supplier for a period of no longer than 14 days and may be disposed of prior to the 14 days if comparison sample results, pay factors and referee issues have been resolved. BCHD will randomly select one of the two samples stored for testing. Samples will be tested in an ALDOT certified independent lab and results will be compared to the Supplier results for comparison compliance.
- d) If the Supplier's primary QC sample and the BCHD primary QA sample do not compare within the Acceptable Tolerances listed in Table 4 then the referee sample will be tested at the Suppliers Lab. The referee sample shall be tested jointly by the Supplier and BCHD's representative and the results shall be used to calculate the pay factor for the lot. All results are final once the referee sample has been tested.
- e) For testing purposes, the PQCS shall be run in the Supplier's lab and BCHD reserves the right to run the PQAS in an ALDOT approved independent lab or the Suppliers lab. During the adjustment period (Test Strip) the BCHD will test its PQAS along with the Suppliers PQCS in the Suppliers lab. Also, in the case where the results of the PQCS and the results of the PQAS do not compare the Referee Sample will be tested jointly in the Suppliers lab.

TABLE 4

**COMPARISON OF BCHD AND SUPPLIER TESTING
TEST ACCEPTABLE TOLERANCES**

ASPHALT CONTENT	± 0.30 %
AIR VOIDS	± 0.50 %

**ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX
CHARACTERISTICS.**

TABLE 5

ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS
Arithmetic Average of the Absolute Values of Deviations of the LOT Acceptance Tests from Job Mix
Formula Values

		Asphalt Content*				
LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*	
1 Test -	0.00-0.62	0.63-0.68	0.69-0.75	0.76-0.88	Over 0.88	
2 Tests -	0.00-0.44	0.45-0.48	0.49-0.53	0.54-0.62	Over 0.62	
		Voids in Total Mix (Lab. Compacted Samples) *				
LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*	
1 Test -	0.00-2.50	2.51-2.70	2.71-3.00	3.01-3.5	Over 3.5	
2 Tests -	0.00-1.77	1.78-1.91	1.92-2.12	2.13-2.47	Over 2.47	

* If approved by the Baldwin County Commission as recommended by the County Engineer, the Supplier may accept the indicated LOT partial payment. The Baldwin County Commission and/or County Engineer may require removal and replacement. If the LOT pay factor is greater than 0.80, the Supplier has the option to remove at no cost to the Department and to replace at contract unit bid price rather than accepting the reduced LOT payment. The only time the 1 Test row will be used is in the test strip and at the end of the annual contract if the second sample cannot be obtained due to low tonnage.

The lowest Pay Factor of the two criteria shall be applied to the LOT (for pay purposes as defined above).

BID #WG25-45 SPECIFICATIONS

ALDOT BITUMINOUS PLANT MIX 424

Bituminous Plant Mix shall be in accordance with applicable portions of Section 410, Section 804 and Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication. Items 424T-000 and 424T-001 shall conform to ALDOT Special Provision 18-0703 with the exception that no recycled asphalt plant mix (RAP) or reclaimed asphalt shingles (RAS) will be allowed.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the “Asphalt Index” as reported by ALDOT each month.

All Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

Prices shall be offered for product delivered F.O.B. to Baldwin County and at Bidders facility F.O.B. Baldwin County Vehicle. Location of such facility must be noted.

In the event that the awarded bidders Facility is not open for business then the secondary awarded bidder will become the prime supplier for that day. This will be noted by a notation being placed at the bottom of the request for materials by the County Representative that has contacted the awarded bidder.

Bidder must furnish to Baldwin County job sites on a daily basis, as ordered, a minimum of 1,000 tons, per operating crew, as needed. In the event the awarded bidder cannot comply with this requirement the bidder will be deemed not open for business and be non-compliant with the specifications.

Bids for product **delivered** F.O.B. to Baldwin County shall be considered on a per “**Maintenance Area**” basis with the Maintenance Areas delivered as shown on the attached map. Baldwin County will award on a “**Per Area**” basis and the vendors must give a price for each Mix delivered to each Maintenance Area in order for the entire bid to be considered.

Bid price for material being **picked up** from plant by Baldwin County shall be based on location of plant facility. The Vendor must provide a physical address of all plant facilities along with price for respective facility.

Should multiple vendors be awarded bids and should a road cross between two (2) “Areas” with a different vendor for each Area, the lower price of the two vendors will be chosen to supply the mix chosen for that job. The intent of this bid arrangement is for Baldwin County to attract the lowest possible bid price for product supplied to the County by taking advantage of potential transportation cost swings.

If the Supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered material from the nearest facility most convenient to the job site, whether it is the prime or secondary vendor, at the pickup or delivered price, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

The County also reserves the option, at their sole discretion, to pick up or have delivered material from the facility most convenient to the jobsite, whether it is the prime or secondary vendor, at the pickup or delivered price at the end of the day of the order that the supplier could not deliver the amount specified.

All Costs and expenses related to the supplier's failure to deliver material as and when specified, including without limitation the cost of the material itself, shall be borne solely by the supplier, and the County shall not be responsible or liable for any such cost or expenses.

Prices shall be provided as follows:

424A-280	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range E
424A-281	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range E
424A-336	Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-340	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-341	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D
424A-361	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D
424B-293	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Maximum Aggregate Size Mix, ESAL Range E
424B-635	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-636	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-637	Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-651	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D
424B-663	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Maximum Aggregate Size Mix, ESAL Range C/D
424T-000	Superpave Bituminous Concrete Wearing Layer, Thin Lift Mix, ESAL Range A/B
424T-001	Superpave Bituminous Concrete Wearing Layer, Thin Lift Mix, ESAL Range C/D

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period beginning date of award.

BID #WG25-45 SPECIFICATIONS
BALDWIN COUNTY BITUMINOUS PLANT MIX 723

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements noted in the following sections of these specifications. If the County Engineer determines there is insufficient Asphalt Cement coating on the aggregate or a lack of sufficient blending of RAP particles with the virgin aggregate because of the high percentage of RAP allowed in this specification and the inherent low temperatures used to produce WMA; the County Engineer may require a new Job Mix Formula (JMF) with a maximum of 20% RAP.

All ALDOT guidelines and polices shall apply to this mix except where noted below.

The ALDOT Standard Specification for Highway Construction shall apply except where noted below

BC 723 Materials

1) RECYCLED ASPHALT PLANT MIX (RAP) AND RECLAIMED ASPHALT SHINGLES (RAS).

a) ALLOWABLE USAGE OF RAP AND RAS

- i) The Supplier shall have the option to use RAP and RAS (Reclaimed Asphalt Shingles) in accordance with the requirements given. The total amount of RAP and RAS shall not exceed 35%.
- ii) The Supplier shall have the option to use any ratio of RAP (Recycled Asphalt Pavement) to virgin material from 0% to 35%.
- iii) RAS shall be limited to 5 % of the total aggregate content when the RAS is consumer waste (from roofing materials) and shall be limited to 5 % of the total aggregate content when the RAS is manufacturing waste.

2) BLEND OF AGGREGATES.

a) GRADATIONS FOR BLEND OF AGGREGATES

- i) The coarse and fine aggregates, mineral filler, and recycled material shall be combined in a total blend that will produce an acceptable job mix within the gradation limits determined by the maximum and minimum control points shown in the following table.

TABLE 1

Job Mix Formula (JMF) Parameters

Sieve Size	% Passing by Weight
1/2" {12.5 mm}	100% *
3/8" {9.5 mm}	90% - 97% **
No. 4 {4.75 mm}	61% - 84%
No. 8 {2.36 mm}	41% - 64%
No. 16 {1.18 mm}	32% - 45%
No. 30 {600 μm}	21% - 39%
No. 50 {300 μm}	10% - 28%
No. 100 {150 μm}	6% - 20%
No. 200 {75 μm}	4% - 12%

Notes:

Mix shall be 100% passing the 1/2" sieve, No Exception,

** Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to 97%

3) MIX PROPERTIES

a) AIR VOIDS (VA)

- i) The design air voids for this mix shall be 5.00%.

b) VOIDS IN MINERAL AGGREGATE (VMA)

- i) The job mix shall be designed to produce a minimum VMA of 16.0 and a maximum of 18.5.

c) LIQUID ASPHALT BINDER CONTENT (Pb)

- i) The job mix shall be designed at a minimum Liquid Asphalt Binder Content (Pb) of 5.80% and a maximum Liquid Asphalt Binder Content (Pb) of 7.50%. (Baldwin County has the right to lower the grade of virgin asphalt binder content if needed)

d) DUST PROPORTION

- i) The ratio of the percent by weight {mass} of aggregate passing the No. 200 sieve to the effective asphalt content expressed as percent by weight {mass} of the total mix shall be between 0.9 and 1.80 for this mix. These ratio limits apply to both the design and production phases. Effective asphalt content is that asphalt cement not absorbed

into the aggregate pore structure and is determined according to Section 4.09 of the Asphalt Institute's, MS-2, *Mix Design Methods for Asphalt Concrete*.

e) RESISTANCE TO MOISTURE INDUCED DAMAGE

- i) All mixes shall be designed and produced to have a tensile strength ratio (TSR) of at least 0.80 when compacted according to ALDOT-307 at seven percent air voids and tested in accordance with AASHTO T 283 as modified by ALDOT-361. If either TSR fails in production (Suppliers or BCHD representatives) another TSR will be run out of the referee sample, jointly by the Supplier and BCHD representatives in the Suppliers lab. If that TSR fails, the Baldwin County Commission and/or County Engineer shall determine whether the Supplier shall remove the tonnage in the lot at no cost to BCHD or leave it in place at a pay reduction.

4) DESIGN PROCEDURES

- a) The 50 Blow Marshall Mix Design Method shall be used for this mix. The minimum Marshall Stability shall be 1600 and the flow values shall be 8 to 18.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

All Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

Prices shall be offered for product delivered F.O.B. to Baldwin County and at Bidders facility F.O.B. Baldwin County Vehicle. Location of such facility must be noted.

In the event that the awarded bidders Facility is not open for business then the secondary awarded bidder will become the prime supplier for that day. This will be noted by a notation being placed at the bottom of the request for materials by the County Representative that has contacted the awarded bidder.

Bidder must furnish to Baldwin County job sites on a daily basis, as ordered, a minimum of 1,000 tons, per operating crew, as needed. In the event the awarded bidder cannot comply with this requirement the bidder will be deemed not open for business and be non-compliant with the specifications.

Bids for product delivered F.O.B. to Baldwin County shall be considered on a per **“Maintenance Area”** basis with the Maintenance Areas delivered as shown on the attached map. Baldwin County will award on a **“Per Area”** basis and the vendors must give a price for each Mix delivered to each Maintenance Area in order for the entire bid to be considered.

Should multiple vendors be awarded bids and should a road cross between two (2) “Areas” with a different vendor for each Area, the lower price of the two vendors will be chosen to supply the mix chosen for that job. The intent of this bid arrangement is for Baldwin County to attract the lowest possible bid price for product supplied to the County by taking advantage of potential transportation cost swings.

If the Supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered material from the nearest facility most convenient to the job site, whether it is the prime or secondary vendor, at the pickup or delivered price, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

The County also reserves the option, at their sole discretion, to pick up or have delivered material from the facility most convenient to the jobsite, whether it is the prime or secondary vendor, at the pickup or delivered price at the end of the day of the order that the supplier could not deliver the amount specified.

All Costs and expenses related to the supplier’s failure to deliver material as and when specified, including without limitation the cost of the material itself, shall be borne solely by the supplier, and the County shall not be responsible or liable for any such cost or expenses.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period.

Bid WG25-45 shall be used in conjunction with Bid for Provision for Labor and Equipment for Asphalt Placement. Awarded bidder(s) of each bid shall work together to accomplish scope of work as directed by Baldwin County.

BID #WG25-45 RESPONSE FORM

Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723

Maintenance Area - 100

Date: _____

Company Name: _____

Address: _____

Phone Number: () _____

Fax Number: () _____

Authorized Signature: _____

(Please Print or Type Name)

Position: _____

Supply Location: _____

<u>Description Of Item</u>	<u>FOB Delivered Area 100</u>	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>424T-000</u>	\$ _____	Ton
<u>424T-001</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag

BID #WG25-45 RESPONSE FORM

Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723

Maintenance Area - 200

Date: _____

Company Name: _____

Address: _____

Phone Number: () _____

Fax Number: () _____

Authorized Signature: _____

(Please Print or Type Name)

Position: _____

Supply Location: _____

<u>Description Of Item</u>	<u>FOB Delivered Area 200</u>	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>424T-000</u>	\$ _____	Ton
<u>424T-001</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag

BID #WG25-45 RESPONSE FORM

Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723

Maintenance Area - 300

Date: _____

Company Name: _____

Address: _____

Phone Number: () _____

Fax Number: () _____

Authorized Signature: _____

(Please Print or Type Name)

Position: _____

Supply Location: _____

<u>Description Of Item</u>	<u>FOB Delivered Area 300</u>	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>424T-000</u>	\$ _____	Ton
<u>424T-001</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag

BID #WG25-45 RESPONSE FORM

Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723

Picked Up based on facility location

Date: _____

Company Name: _____

Address: _____

Phone Number: () _____

Fax Number: () _____

Authorized Signature: _____

(Please Print or Type Name)

Position: _____

Supply Location: _____

<u>Description Of Item</u>	<u>FOB Shipping Point</u>	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>424T-000</u>	\$ _____	Ton
<u>424T-001</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag

**BALDWIN COUNTY
HIGHWAY DEPARTMENT
CRUSHING LOCATIONS**

RED HILL DIRT PIT

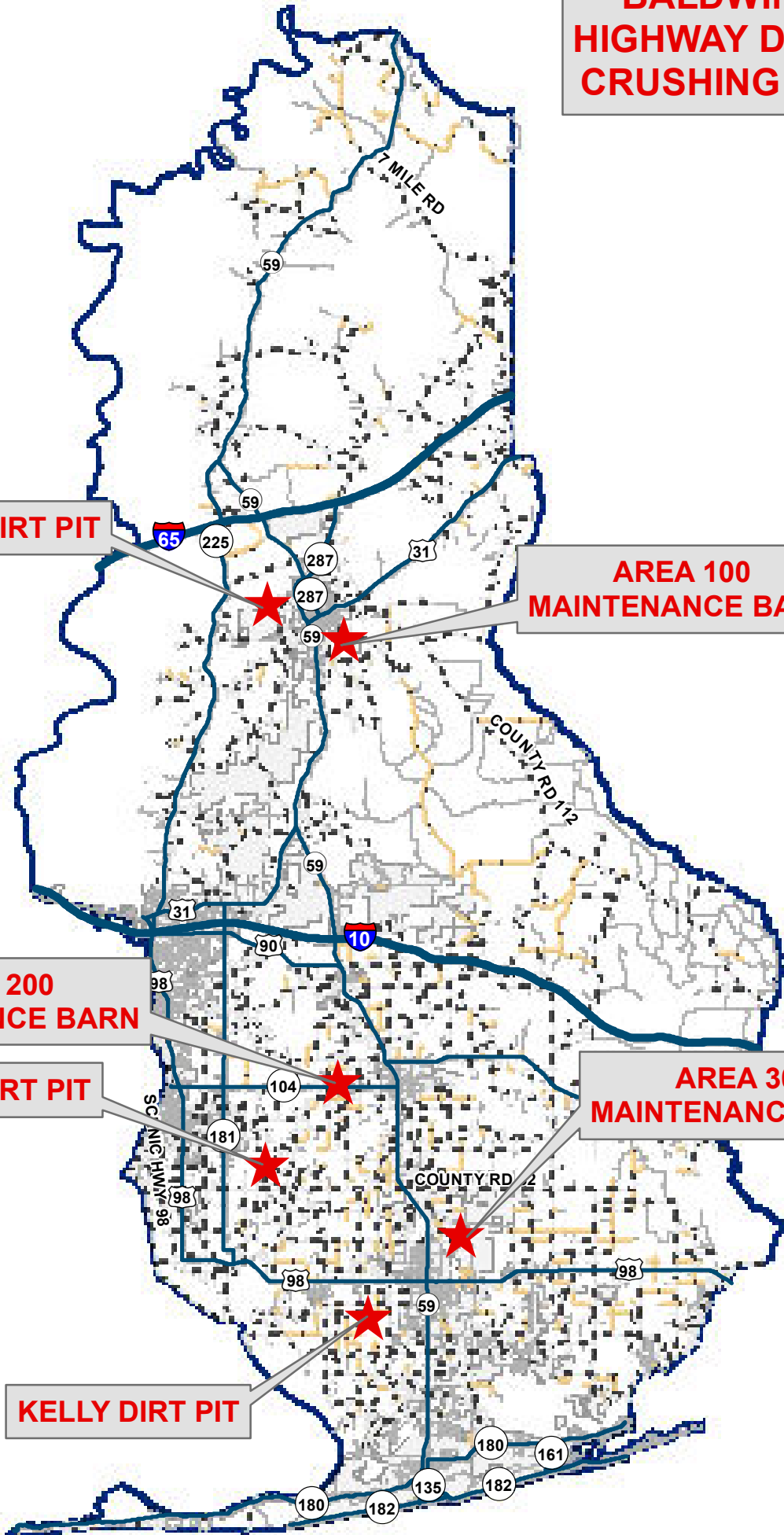
**AREA 100
MAINTENANCE BARN**

**AREA 200
MAINTENANCE BARN**

DIAL DIRT PIT

**AREA 300
MAINTENANCE BARN**

KELLY DIRT PIT



CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 150px;" type="text"/>
	Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 350px;" type="text"/>	Suffix: <input style="width: 100px;" type="text"/>
* Title: <input style="width: 400px;" type="text"/>	
* SIGNATURE: <input style="width: 350px;" type="text"/>	
* DATE: <input style="width: 150px;" type="text"/>	
