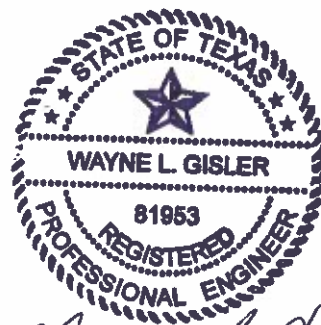


**KARNES COUNTY FY 2018-2019
BULK ROAD MATERIAL PROCUREMENT BID PACKAGE
(Project 20181203-0001)**



*Wayne L. Gisler, P.E. #81953
Crazy Couch Engineering
Firm #20183*

NOTICE TO BIDDERS

Bidding Process

Karnes County will receive sealed bids for the purchase of **BULK ROAD MATERIALS AND SERVICES (hereafter "MATERIALS")** for the period identified in **EXHIBIT C, Item 2** of this Bid Package. Bids must be delivered **to the Karnes County Judge's Office located at 101 N. Panna Maria Avenue Suite #101, Karnes City, TX 78118 by 8:30 AM, CST, December 20, 2018.** All bids received after this specified time will be returned unopened. Bids will be opened and read at **8:30 AM.** The bids will then be tabulated and one or more contract(s) awarded **during the Commissioner Court Meeting on December 31, 2018 at 9:00 AM CST.**

The purchasing agent is the County Auditor, Lajuana Kasprzyk. The method of payment for this contract shall be **from the Current Operating Funds in the 2018-2019 Budget.**

Bidders shall prepare their bid proposal using the bid sheet(s) contained in EXHIBIT A of this package. All entries shall be submitted in ink or typed. Bidders agree to honor bid prices submitted to the County in response to this Bid Package for the entire term of stated in **EXHIBIT C Item 2, including any applicable contract extensions,** if they are awarded a contract by Commissioner Court.

The County believes the bid documents to be complete and that they fully explain the scope of services to be provided by the Bidder. The bidder shall immediately notify the County of any error, omission, or ambiguity they discover and/or believe to exist in this package prior to submitting a bid.

The County Administrator will issue addenda when and if appropriate as described in **EXHIBIT B.** Oral explanations and other discussions that occur during the bidding process are not binding. Only requirements included with this Bid Package and formal addenda are binding.

The County reserves the right to reject any or all bids.

The County reserves the right to award contracts to one or more responsible bidders, based on the lowest responsive and responsible bids received in response to this Bid Package.

The County reserves the right to issue one or more purchase orders against a contract awarded to a bidder. The County will issue purchase orders in a manner which, in the sole opinion of the County (1) insures the timeliest delivery of MATERIALS to the County, and/or (2) maximizes the value of MATERIALS to the County.

The unit prices submitted by Bidders will be compared in determining the lowest and best bid for this contract, along with past performance on Karnes County contracts, participation in submitting bids on previous projects advertised by Karnes County, and geographic location that facilitates the delivery of MATERIALS identified in this Bid Package. Multiple weighting scenarios for these criteria may be applied in determining the lowest and best bid.

Scope of Services

MATERIALS supplied in response to this Bid Package make up a significant portion of the Karnes County Road & Bridge Department annual budgetary expenditures. These items are utilized in both maintenance

and capital infrastructure improvement projects. MATERIALS will be delivered to Karnes County Road & Bridge office locations and/or to job sites on an as needed basis throughout the term of the contract. Bidders submitting responses to this procurement Bid Package will be expected to be able to supply MATERIALS throughout the term of this Contract, as described in **EXHIBIT C, Item 2**.

Estimated annual quantity usage MATERIALS are provided in **Table 1**. The quantities shown in **Table 1** represent estimated annual quantities. The County will buy only the actual quantity required of each type of material and will neither be obligated to the purchase of nor limited to the estimated annual quantities shown in **Table 1**.

Table 1 – Estimated Annual Material Quantity Usage

Material	Units	Estimated Annual Quantity
ROAD MATL (3 x 5 BULL ROCK)	TONS	150
ROAD MATL (ASPHALT, HOT MIX COLD LAID)	TONS	200
ROAD MATL (LS BASE, GR 1 OR 2)	TONS	190,000
ROAD MATL (LS BASE, 3/4IN)	TONS	2,000
ROAD MATL (PIT RUN, ALL SIZES)	TONS	185,000
ROAD MATL (PRE-COATED PAVING ROCK (GR 3)	TONS	6,000
ROAD MATL (PRE-COATED PAVING ROCK (GR 4)	TONS	4,000
ROAD MATL (PRE-COATED PAVING ROCK (GR 5)	TONS	100
ROAD MATL (1.5IN ROCK ASPHALT BLK BASE)	TONS	200

Timely delivery of MATERIALS in quantities agreed to at the time an order is placed is a primary consideration in awarding a contract. Once an order is placed, a supplier will be expected to provide MATERIALS to the job site no later than 7 calendar days from when an order is submitted. Failure to provide materials to satisfy this requirement (1) will impact the size and number of future orders that are issued to a supplier, and (2) will be monitored to establish the ability of a supplier to perform when considering the award of future bid packages.

Bid Submittal Requirements

All required bid documents shall be placed in a sealed envelope marked on the outside with the information listed below in the lower left corner of the envelope. When submitting by mail or delivery service, this envelope shall be placed into another sealed envelope and addressed to the **Karnes County Judge / 101 N. Panna Maria Avenue / Karnes City, TX 78118**.

- Project Description
- The Bidder's business name

- The name of the individual representing the Bidder with regard to the submitted bid.
- The Bidder's principal business address
- The Bidder's e-mail address.

To be accepted, the bid must be in the Karnes County Judge's office by the time of closing regardless of the method chosen for delivery. It is the Bidder's responsibility to ensure the sealed bid arrives at the location described on or before the time and date set for the bid closing.

Karnes County reserves the right to reject any and all incomplete bids. A bid that has one or more of the deficiencies listed below is considered incomplete.

- Bid package is not submitted in accordance with instructions.
- **EXHIBIT A** is not completed and signed.
- **EXHIBIT C** is not completed and signed.
- The Bidder does not acknowledge all addenda published on the Karnes County web site (www.co.karnes.tx.us/page/karnes.Bids).
- Failure to provide disclosure documents required by statutes listed in **EXHIBIT C – TERMS AND PROVISIONS, Item 16**, including true and correct copies of Form CIQ and Form 1295 (accessible at www.ethics.state.tx.us).

Corrections may be made to a bidder's submittal prior to submitting to the County. Corrections shall be in ink and must be initialed by a Company representative. Correction fluid or tape will be considered a change to the bid and requires the initials of the Bidder. The County will not revise a bid on behalf of a Bidder.

Bidders may withdraw their bid by submitting a written request to withdraw a bid before the time and date set for the opening. The County will not accept oral requests. A written request must be signed and submitted to the Karnes County Judge with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders.

Invoicing Requirements

The successful bidder will be required to furnish monthly invoices and statements to the County Auditor's office to substantiate all charges for the prior month. At a minimum, the successful bidder will be required to furnish acceptable evidence to substantiate the rack price charged with each invoice.

The County is subject to the following: Federal Fuel Tax, Federal Oil Spill Tax and Texas Load Fees on diesel and gasoline. The County is also subject to Texas State Excise Tax on gasoline.

The County is exempt from the collection of sales tax (see **EXHIBIT B, Item 18**).

The County is exempt from Federal Excise Tax on gasoline and diesel fuel. The successful bidder

must apply for and secure exemption from Federal Excise Taxes on gasoline and diesel fuel as necessary to prevent the County from paying said tax.

Payment of Invoices

The successful bidder may expect payment in accordance with **EXHIBIT C**.

[END NOTICE TO BIDDERS]

KARNES COUNTY FY 2018-2019
BULK ROAD MATERIAL PROCUREMENT BID PACKAGE
(Project 20181203-0001)

EXHIBIT A – BID SUBMITTAL SHEET
COVERSHEET

EXHIBIT A - BID SUBMITTAL SHEET

Bid Item #	Bid Item	Reference Specification(s)	Unit	Quantity	Price In Words	Price In Numbers
1	Furnish and deliver ROAD MATL (3X5 BULL ROCK) in accordance with drawings & specifications to 156 CR 283, Gillette TX.	KARNES COUNTY SPECIAL SPECIFICATION 0001	TON	1	\$	\$
2	Furnish and deliver ROAD MATL (3X5 BULL ROCK) in accordance with drawings & specifications to 309 N. Helena, Runge TX.	KARNES COUNTY SPECIAL SPECIFICATION 0001	TON	1	\$	\$
3	Furnish ROAD MATL (3X5 BULL ROCK) in accordance with drawings & specifications	KARNES COUNTY SPECIAL SPECIFICATION 0001	TON	1	\$	\$
4	Furnish and deliver ASPHALT PATCHTM (TYPE HP) OR APPROVED EQUAL in accordance with drawings & specifications to 156 CR 283, Gillette TX.	TxDOT DMS-9202	TON	1	\$	\$
5	Furnish and deliver ASPHALT PATCHTM (TYPE HP) OR APPROVED EQUAL in accordance with drawings & specifications to 309 N. Helena, Runge TX.	TxDOT DMS-9202	TON	1	\$	\$
6	Furnish ASPHALT PATCHTM (TYPE HP) OR APPROVED EQUAL in accordance with drawings & specifications.	TxDOT DMS-9202	TON	1	\$	\$
7	Furnish and deliver ROAD MATL (BASE, GR 1 OR 2) in accordance with drawings & specifications to 156 CR 283, Gillette TX.	TxDOT Item 0247-6141, FL BS (STKPL DEL) (TY A GR 1-2)	TON	1	\$	\$
8	Furnish and deliver ROAD MATL (BASE, GR 1 OR 2) in accordance with drawings & specifications to 309 N. Helena, Runge TX.	TxDOT Item 0247-6141, FL BS (STKPL DEL) (TY A GR 1-2)	TON	1	\$	\$
9	Furnish ROAD MATL (BASE, GR 1 OR 2) in accordance with drawings & specifications.	TxDOT Item 0247-6141, FL BS (STKPL DEL) (TY A GR 1-2)	TON	1	\$	\$
10	Furnish and deliver ROAD MATL (BASE, 3/4IN) in accordance with drawings & specifications to 156 CR 283, Gillette TX.	TxDOT Item 0247-6143, FL BS (STKPL DEL) (TY A GR 3)	TON	1	\$	\$
11	Furnish and deliver ROAD MATL (BASE, 3/4IN) in accordance with drawings & specifications to 309 N. Helena, Runge TX.	TxDOT Item 0247-6143, FL BS (STKPL DEL) (TY A GR 3)	TON	1	\$	\$
12	Furnish ROAD MATL (BASE, 3/4IN) in accordance with drawings & specifications	TxDOT Item 0247-6143, FL BS (STKPL DEL) (TY A GR 3)	TON	1	\$	\$

EXHIBIT A - BID SUBMITTAL SHEET

Bid Item #	Bid Item	Reference Specification(s)	Unit	Quantity	Price In Words	Price In Numbers
13	Furnish and deliver ROAD MATL (PIT RUN) in accordance with drawings & specifications to 156 CR 283, Gillette TX.	TxDOT Item 0247-6157, FL BS (STKPL DEL) (TY E GR 1-2)	TON	1	\$	\$
14	Furnish and deliver ROAD MATL (PIT RUN) in accordance with drawings & specifications to 309 N. Helena, Runge TX.	TxDOT Item 0247-6157, FL BS (STKPL DEL) (TY E GR 1-2)	TON	1	\$	\$
15	Furnish ROAD MATL (PIT RUN) in accordance with drawings & specifications .	TxDOT Item 0247-6157, FL BS (STKPL DEL) (TY E GR 1-2)	TON	1	\$	\$
16	Furnish and deliver PRE-COATED PAVING ROCK GR5 in accordance with drawings & specifications to 156 CR 283, Gillette TX.	TxDOT Item 0316-6226, AGGR (TY-PB GR-5 SAC-B)	TON		\$	\$
17	Furnish and deliver PRE-COATED PAVING ROCK GR5 in accordance with drawings & specifications to 309 N. Helena, Runge TX.	TxDOT Item 0316-6226, AGGR (TY-PB GR-5 SAC-B)	TON		\$	\$
18	Furnish PRE-COATED PAVING ROCK GR5 in accordance with drawings & specifications .	TxDOT Item 0316-6226, AGGR (TY-PB GR-5 SAC-B)	TON		\$	\$
19	Furnish and deliver PRE-COATED PAVING ROCK GR4 in accordance with drawings & specifications to 156 CR 283, Gillette TX.	TxDOT Item 0316-6511 AGGR (TY-PB GR-4 SAC-B)	TON	1	\$	\$
20	Furnish and deliver PRE-COATED PAVING ROCK GR4 in accordance with drawings & specifications to 309 N. Helena, Runge TX.	TxDOT Item 0316-6511 AGGR (TY-PB GR-4 SAC-B)	TON	1	\$	\$
21	Furnish PRE-COATED PAVING ROCK GR4 in accordance with drawings & specifications .	TxDOT Item 0316-6511 AGGR (TY-PB GR-4 SAC-B)	TON	1	\$	\$
22	Furnish and deliver PRE-COATED PAVING ROCK GR3 in accordance with drawings & specifications to 156 CR 283, Gillette TX.	TxDOT Item 0316-6515, AGGR (TY-PB GR-3 SAC-B)	TON	1	\$	\$
23	Furnish and deliver PRE-COATED PAVING ROCK GR3 in accordance with drawings & specifications to 309 N. Helena, Runge TX.	TxDOT Item 0316-6515, AGGR (TY-PB GR-3 SAC-B)	TON	1	\$	\$
24	Furnish PRE-COATED PAVING ROCK GR3 in accordance with drawings & specifications .	TxDOT Item 0316-6515, AGGR (TY-PB GR-3 SAC-B)	TON	1	\$	\$

EXHIBIT A - BID SUBMITTAL SHEET

Bid Item #	Bid Item	Reference Specification(s)	Unit	Quantity	Price In Words	Price In Numbers
25	Furnish and deliver ROAD MATL (1.5IN ROCK ASPHALT BLK BASE) in accordance with drawings & specifications to 156 CR 283, Gillette TX	TxDOT Item 0340-6004, D-GR HMA(SQ) TY-A PG64-22	TON	1	\$	\$
26	Furnish and deliver ROAD MATL (1.5IN ROCK ASPHALT BLK BASE) in accordance with drawings & specifications to 309 N. Helena, Runge TX.	TxDOT Item 0340-6004, D-GR HMA(SQ) TY-A PG64-22	TON	1	\$	\$
27	Furnish ROAD MATL (1.5IN ROCK ASPHALT BLK BASE) in accordance with drawings & specifications.	TxDOT Item 0340-6004, D-GR HMA(SQ) TY-A PG64-22	TON	1	\$	\$
28	Freight charge to deliver bulk road materials to undesignated locations within Karnes County	Not applicable	TON	1	\$	\$

I have read the bid specifications and bid packet and shall carry out the requirements of the bid.

The undersigned Bidder, to the extent permitted by law, does hereby waive and release Karnes County, Texas ("County," including its elected officials, appointed officials, employees, agents, and representatives), and further, shall indemnify, defend, and hold harmless the County, regarding all claims, causes of action, suits, judgments, and damages of any kind or character that: (a) said Bidder may have against the County, now or in the future, regarding, arising from, or directly or proximately caused by the competitive procurement procedure conducted by the County; and (b) a Third-Party may have against County, now or in the future, regarding, arising from, or directly or proximately caused by the competitive procurement procedure conducted by the County.

This bid is submitted by:

Company Name _____ Signature _____

Street / PO Box No. _____ Printed Name _____ Title _____

City _____ State _____ Zip Code _____ Phone Number _____

E-Mail Address _____

END OF EXHIBIT A - BID SUBMITTAL SHEET

KARNES COUNTY FY 2018-2019
BULK ROAD MATERIAL PROCUREMENT BID PACKAGE
(Project 20181203-0001)

EXHIBIT B – BID CONDITIONS
COVERSHEET

EXHIBIT B - BID CONDITIONS
(Karnes County Project 20181203-0001)

The following conditions shall apply to all bids submitted to the County described in the Bid Package:

1. **Incorporation by Reference.** The contents of the above and foregoing Bid Package, and all documents thereto attached, are incorporated by reference.
2. **Definitions.** As used in the Bid Package, unless otherwise designated:
 - a. "Bidder" shall mean a person, business entity, or other entity who submits a bid to the County regarding this Bid Package;
 - b. "Contract" shall mean the contract to be executed between the County and the successful Bidder pursuant to this competitive procurement procedure, in the form and scope described in the attached **EXHIBIT C** of the Bid Package;
 - c. "County" shall mean Karnes County, Texas, by and through its governing body, same being the Karnes County Commissioners Court ("Commissioners Court"), and also shall include the elected and appointed officials, employees, and agents of the County;
 - d. "County Auditor" shall mean the County Auditor of Karnes County, Texas, as previously identified in this Bid Package, or her successor.
 - e. "MATERIALS" shall mean the BULK ROAD MATERIALS AND SERVICES described in the attached **EXHIBIT A** of the Bid Package to be purchased by the County pursuant to this competitive procurement procedure;
 - f. Singular nouns and pronouns shall include the plural, and the masculine gender shall include the feminine gender, and vice versa, when necessary for a correct meaning.
3. **Purpose and Interpretation.** These conditions describe the minimum requirements in sufficient detail to secure accurate, sealed competitive bids delivered to the County regarding this project. All MATERIALS supplied, unless otherwise specified or authorized in writing by the County: (a) must be new, unused, and/or a current model or production item; (b) must not be a prototype or discontinued item; and (c) shall include all related equipment and accessories considered as standard. Should the Bid Package fail to include a necessary description or specification, the Bid Package shall be construed to require the application of the best commercial practices, based solely on the judgement and discretion of the County.
4. **Description and Payment.** Products and services that are the subject of this competitive procurement procedure are specifically described in the attached **EXHIBIT A** of the Bid Package by type, quality, and quantity. Products and services shall be delivered by the successful Bidder to the County, and resulting payment made by the County, in the form and manner described in **EXHIBIT C Items 6 and 19**.
5. **Contract and Addenda.** The successful Bidder shall enter into the Contract for the sale of MATERIALS to the County in the form and scope of the Contract described in the attached **EXHIBIT C**.
6. **Package.** The Contract shall include or reference all requirements and conditions of the Bid Package. The Bid Package and Contract shall be governed and interpreted pursuant to the law of the State of Texas. Addenda to the Bid Package, if any, issued by the County during the time

allowed for the preparation and submittal of bids, shall be: (a) addressed and followed by the Bidder in the bid delivery; and (b) included or referenced in the Contract between the County and successful Bidder.

7. **Bidder Knowledge.** By delivering a bid to the County, the Bidder acknowledges and confirms it read and fully understands all contents of the Bid Package. Should the Bidder believe that a conflict, error, ambiguity, or discrepancy exists regarding the content of, or any document attached or related to, the Bid Package, the Bidder promptly and in writing shall notify the County Auditor.
8. **Waiver of Formalities.** Regarding this competitive procurement procedure, and to the extent permitted by law, the County, using its sole discretion and best business judgment, may: (a) reschedule, extend, or cancel said procedure at any time; (b) reject any or all bids, or a part of any bid, submitted to the County; and (c) waive any formality or irregularity regarding said procedure. The County shall rely on all protections afforded it by law regarding this competitive procurement procedure.
9. **Bidder Inquiry:** The County may answer written questions regarding this sealed competitive procurement procedure or the Bid Package but is not obligated to do so. County responses to written questions will be delivered by email; therefore, written inquiries should contain the name and e-mail address of the person to whom the County response should be sent. This provision shall not limit the County's right to: (a) issue addenda to the Bid Package prior to the opening of the sealed bid proposals; and (b) delay the date and/or time of said opening in order to ensure that that actual and prospective Bidders are aware of and have sufficient time to consider the addenda. Written questions regarding this competitive procurement procedure or Bid Package must be timely delivered to the County as described in this Bid Package.
10. **Bid Delivery.** A bid delivered to the County in response to this Bid Package shall be submitted in accordance with instructions found in the NOTICE TO BIDDERS - BID SUBMITTAL REQUIREMENTS section of this Bid Package.
11. **Bid Presentation and Award.** The bids delivered to the County shall be: (a) opened, read aloud, and tabulated by the County Auditor as described in this Bid Package; and (b) thereafter presented by the County Auditor for consideration/action to the Commissioners Court during its public meeting described in the Bid Package, and thereafter (at the same or a subsequent public meeting), the Commissioners Court may make a bid award for the Contract for this procurement, as allowed by law, to the responsible Bidder who submits the best bid. Should the Contract be terminated or cancelled, the County may award a new contract to the next best Bidder if the Commissioners Court, using its sole discretion and best business judgment, determines that to do so is in the best interests of the County. After the Contract award, but before the Contract is signed, the County may negotiate and approve a modification of the Contract if the modification is in the best interests of the County and does not: (a) change the scope of the Contract; or (b) cause the Contract amount to exceed the next lowest bid.
12. **Waiver and Indemnity.** A bid delivered/submitted to the County shall conspicuously contain the following Bidder statement: The undersigned Bidder, to the extent permitted by law, does hereby waive and release Karnes County, Texas ("County," including its elected officials, appointed officials, employees, agents, and representatives), and further, shall indemnify, defend, and hold harmless the County, regarding all claims, causes of action, suits, judgments, and damages of any kind or character that: (a) said Bidder may have against the County, now or in the future, regarding,

arising from, or directly or proximately caused by the competitive procurement procedure conducted by the County; and (b) a Third-Party may have against County, now or in the future, regarding, arising from, or directly or proximately caused by the competitive procurement procedure conducted by the County.

13. **Conflict Disclosure.** Prior to the delivery of a bid to the County, the Bidder shall timely file with the appropriate government office and officer all applicable conflict disclosure statements, disclosure and certificates of interested parties, or other documents required for a vendor by:
 - (a) Chapter 176 of the Texas Local Government Code.
 - (b) Section 2252.908 of the Texas Government Code.
 - (c) Title 1, Sections 46.1, 46.3, and 46.5, of the Texas Administrative Code.
14. **Safety Record of Bidder.** When considering a bid submitted to the County, the Commissioners Court may consider the safety record of the Bidder, including: (a) any firm, corporation, partnership, or institution represented by the Bidder; and (b) anyone acting for said firm, corporation, partnership, or institution.
15. **No Reimbursement.** The County shall not reimburse a Bidder for any costs incurred as a result of Bidder participation in this competitive procurement procedure, including but not limited to travel, office expenses, or attorney or other consultant fees.
16. **Payment.** Payment shall be made by the County as described in the Bid Package (see attached **EXHIBIT A** and **EXHIBIT C**) upon the: (a) timely receipt and acceptance of the **MATERIALS** by the County; (b) timely submission to the County Auditor of a valid and proper billing invoice; and (c) approval of said billing invoice by the Commissioners Court.
17. **Sales Tax.** The County is exempt from the collection of sales tax pursuant to Texas law. Upon written request to the County Auditor, a sales tax exemption form will be provided to the successful Bidder.
18. **Equal Opportunity Statement.** The County is an equal opportunity employer and encourages the submission of bids regarding this competitive procurement procedure from any business entity or individual regardless of race, national origin, age, religion, gender, marital status, veteran status, medical condition, disability, or any other legally protected status recognized by federal or Texas law.
19. **County Appropriations.** Pursuant to the Contract, the County's obligation to make monetary payment to a successful Bidder is: (a) an obligation to make payment from the County's current revenues; and (b) subject to the appropriation and budget action by the Commissioners Court to appropriate current revenues sufficient to pay that and any other monetary obligation of the County under the Contract. Pursuant to Section 271.903 of the Texas Local Government Code and other authority, the County shall retain the right to terminate the Contract at the expiration of each County budget period, and furthermore, the Contract shall be conditioned on a best efforts attempt by the County to obtain and appropriate funds for the payment of any monetary obligation of the County under the Contract. A termination of the Contract under the circumstances described in this paragraph is required by law, and shall not constitute a default under the Contract.

[END EXHIBIT B - BID CONDITIONS]

KARNES COUNTY FY 2018-2019
BULK ROAD MATERIAL PROCUREMENT BID PACKAGE
(Project 20181203-0001)

EXHIBIT C - PROCUREMENT CONTRACT
COVERSHEET

EXHIBIT C –PROCUREMENT CONTRACT
(Karnes County Project 20181203-0001)

This BULK ROAD MATERIALS PROCUREMENT CONTRACT ("Contract") is made on its Effective Date by Karnes County, Texas ("County"), acting by and through its governing body, the Karnes County Commissioners Court ("Commissioners Court"), and _____ ("Seller"), and the contracting Parties do hereby agree as follows:

PRELIMINARY RECITALS

WHEREAS, County conducted a competitive procurement procedure, as authorized by law, for the purchase of BULK ROAD MATERIALS AND SERVICES ("MATERIALS") pursuant to the procedure described in the following documents: Bid Package, bid submission, and commissioner's court minutes, the contents of which are Incorporated by Reference, and

WHEREAS, County made a bid award to Seller, the successful bidder, pursuant to said competitive procurement procedure, and the Parties now desire to confirm and implement County's purchase of the MATERIALS from Seller in accordance with this Contract.

TERMS AND PROVISIONS

NOW THEREFORE, in consideration of the terms, provisions, obligations, warranties, conditions, and consideration described in this Contract, the sufficiency of which is hereby acknowledged, the Parties agree to County's purchase of the MATERIALS from Seller, as follows:

1. **Definitions.** Unless otherwise designated in this Contract: (a) "Contract" shall mean this Contract and all attached documents; (b) "County" shall mean Karnes County, Texas, a signatory Party to this Contract, acting by and through the Karnes County Commissioners Court ("Commissioners Court"), its governing body; (c) "County Auditor" shall mean the County Auditor of Karnes County, Texas, located at the Karnes County Annex Building, 200 E. Calvert St., Karnes City, Texas 77118, telephone (830) 780-2721, facsimile (830) 780-4530, and e-mail being lkasprzyk@co.karnes.tx.us; (d) "Effective Date" shall mean the date on which the last Party signs this Contract; (e) "MATERIALS" shall mean the BULK ROAD MATERIALS AND SERVICES made the subject of this Contract as described in the attached **EXHIBIT A** and otherwise in this Contract; (f) "Party" shall mean a signatory Party to this Contract, including the elected officials, appointed officials, directors, officers, partners, members managers, employees, agents, successors, and permitted assigns; (g) "Purchase Price" shall mean the compensation to be paid by County for the purchase of the MATERIALS as described in the attached **EXHIBIT A** and otherwise by this Contract; (h) "Seller" shall mean the Seller named above, a signatory Party to this Contract; (I) "Term" shall mean the term of this Contract described in Paragraph 2; and (j) singular nouns and pronouns shall include the plural, and the masculine gender shall include the feminine gender, and vice versa, where necessary for a correct meaning in this Contract.

2. **Term.** The term of this Contract shall commence **December 31, 2018** and end **September 30, 2019** subject to the Contract's termination or revision as herein provided, except that the County reserves the right to extend the agreement on a month to month basis for an additional 180 days from the end of the regular term of this contract via written notification to the Seller.
3. **Interpretation.** All statements made in the caption, preamble, and preliminary recitals of this Contract, and all attached documents, are incorporated by reference. This Contract is the entire agreement of the Parties regarding the subject matter herein described, and no oral representations, warranties, agreements, or promises exist pertaining to the subject matter of this Contract. Should a conflict exist between a term or provision of a competitive procurement procedure document described in the Preliminary Recitals, and a term or provision of this Contract, this Contract shall control and be fully operative. No amendment, modification, or revision of this Contract may be made except through a written instrument signed by the Parties.
4. **MATERIALS.** The MATERIALS made the subject of this Contract are more particularly described with specifications in the attached **EXHIBIT A** and otherwise in this Contract.
5. **Delivery of MATERIALS.** The MATERIALS shall be delivered to County by Seller pursuant to the requirements described in the attached **EXHIBIT A** and otherwise in this Contract.
6. **Payment.** The Purchase Price for MATERIALS shall be paid by County to Seller as described in **EXHIBIT A** and otherwise in this Contract. The Parties agree that payment of the Purchase Price shall be conditioned upon the: (a) timely delivery of the MATERIALS by Seller; (b) timely receipt and acceptance of the MATERIALS by County; (c) timely submission by Seller to the County Auditor of a valid and proper billing invoice; and (d) approval of the billing invoice by the Commissioners Court.
7. **No Agent, Joint Venture, or Third Party Beneficiary.** Neither Party is an agent, servant, or employee of the other Party. This Project is not a joint venture or enterprise. The Parties do not intend to create any third-party beneficiaries of the rights or obligations described in this Contract. No person who is not a signatory Party to this Contract may enforce any right or obligation of the Contract as a third-party beneficiary.
8. **Immunity.** This Contract is subject to all protections afforded County pursuant to a proper application of the doctrine of governmental immunity. This Contract may not be interpreted to waive the immunity protection of the County.
9. **Waiver, Release, and Indemnity.** Seller, to the extent permitted by law, does hereby waive and release Karnes County, Texas ("County," including its elected officials, appointed officials, employees, agents, and representatives), and further, shall indemnify, defend, and hold harmless the County, regarding all claims, causes of action, suits, judgments, and damages of any kind or character that: (a) Seller may have against the County, now or in the future, regarding, arising from, or directly or proximately caused by the competitive procurement procedure conducted by the County; and (b) a Third-Party may have against County, now or in the future, regarding, arising from, or directly or proximately caused by the (1) competitive procurement procedure conducted by County, and (2) the MATERIALS being unfit for the intended County purpose.
10. **Disputes, Venue, and Mediation.** This Contract shall be governed by, construed, and enforced pursuant to the laws of the State of Texas. This Contract is performable in Karnes County, Texas.

Each Party has a duty to mitigate damages. Proper venue regarding all suits, actions, or judicial proceedings regarding this Contract shall be in a court of competent jurisdiction in Karnes County, Texas or the appropriate federal court designated for said county. No suit shall be filed by a Party regarding a dispute arising under or related to this Contract unless the Parties first submit the dispute to mediation

Pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything stated to the contrary in this Contract, however, a Party may file suit solely for injunction or mandamus relief regarding a dispute arising under or related to this Contract without first submitting the dispute to mediation. Mediation regarding a dispute arising under or related to this Contract shall be held in Karnes County, Texas, unless otherwise agreed in writing by the Parties or required by this Agreement. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Center for Public Policy Dispute Resolution, School of Law, University of Texas at Austin, 727 East Dean Keeton Street, Austin, Texas 78705.

11. **Force Majeure.** Neither Party shall be deemed to be in default for any delay or failure in performance under this Contract resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable supplies or fuels, or any similar cause beyond the reasonable control of the Parties.
12. **Notice.** All notices to a Party required by this Contract shall be delivered by certified mail of the United States Postal Service (postage prepaid, properly addressed, and return-receipt requested), or by electronic email to address provided in , or hand-delivery to the recipient Party at the following addresses: (a) if to County: County Judge, Karnes County, Texas, 210 W. Calvert St, 160, Karnes City, Texas 78118; and (b) if to Seller:

Unless otherwise provided in this Contract, all notices shall be deemed delivered on the: (a) date of delivery, if notice occurs by an aforesaid courier or hand-delivery; or (b) third day after the notice was deposited in the mail with the United States Postal Service, unless the actual delivery date is established by a document of the United States Postal Service. A Party may change its notice address by sending written notice of the change to the other Party.

13. **Assignment.** This Contract shall inure to, be for the benefit of, and obligate, the Parties, including their respective successors in interest, executors, heirs, beneficiaries and permitted assigns; however, this Contract is not assignable without the express, mutual, written consent of the Parties.
14. **Attorney Fees.** The prevailing Party in litigation filed regarding this Contract shall be entitled to recover, to the extent permitted by law, all reasonable and necessary attorney's fees, costs, interest, and other expenses incurred in the litigation.
15. **No Waiver.** The failure of a Party in one or more instances to insist upon the performance of any term or provision of this Contract shall not be construed as a waiver of rights with respect to any

continuing or subsequent breach of that or any other term or provision of this Contract, and the same shall remain in full force and effect.

16. Representations and Warranties. The Parties warrant and represent as follows:

- (a) Each Party carefully reviewed and understands this Contract.
- (b) Each Party consulted with its respective attorney concerning this Contract or chose to enter this Contract without legal advice. Any question a Party may have pertaining to this Contract has been fully answered and explained by counsel, if any.
- (c) Each Party's decision to execute this Contract was not based on any statement or representation by any other person, other than those contained in this Contract.
- (d) No understandings, statements, promises, or inducements (written or oral) exist that are contrary to this Contract, and it supersedes all prior agreements between the Parties relating to its subject matter.
- (e) Each Party's signing representative has full authority to execute this Contract and bind his Party to this Contract.
- (f) Seller expressly warrants and represents that: (1) the MATERIALS are fit for the intended purpose as stated on **EXHIBIT A**; (2) Seller is the sole and lawful owner of the MATERIALS; (3) the MATERIALS are not subject to any final, active, or threatened claim, judgment, lien, security interest, dispute, or litigation that would prevent, impair, or threaten the transfer of good and complete title of the MATERIALS to County now or upon delivery of MATERIALS to County; (4) no unpaid or existing liens, claims, or demands exist by any subcontractors, mechanics, laborers, or other persons or entities regarding the MATERIALS; (5) prior to the submission of this Contract for County approval and execution, Seller timely filed with the appropriate government office and officer all applicable conflict disclosure statements, disclosure and certificates of interested parties, or other documents required for a vendor by:
 - (i) Chapter 176 of the Texas Local Government Code.
 - (ii) Section 2252.908 of the Texas Government Code.
 - (iii) Title 1, Sections 46.1, 46.3, and 46.5, of the Texas Administrative Code;
- (g) Any other representations or warranties made by the Parties in this Contract are incorporated by reference.

17. Captions and Counterparts. The captions of paragraphs or other parts of this Contract are inserted for reference only and shall not be deemed to modify or otherwise affect the provisions of this Contract. This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Electronic signatures and copies of signatures to this Contract are effective as original signatures.

18. Time. Time is of the essence. Unless otherwise specified, all references in this Contract to "days" shall mean calendar days. Business days, if used in this Contract, shall exclude Saturdays,

Sundays, and legal public holidays as then recognized and observed by County. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday as then recognized and observed by County, the date for performance will be the next following regular business day.

19. **County Appropriations.** County's obligation to make monetary payment to Seller is: (a) an obligation to make payment from the County's current revenues; and (b) subject to the appropriation and budget action by the Commissioners Court to appropriate current revenues sufficient to pay that and any other monetary obligation of County under the Contract. Pursuant to

Section 271.903 of the Texas Local Government Code and other authority, County shall retain the right to terminate the Contract at the expiration of each County budget period, and furthermore, the Contract shall be conditioned on a best efforts attempt by County to obtain and appropriate funds for the payment of any monetary obligation of County under the Contract. A termination of the Contract under the circumstances described in this Paragraph 20 is required by law, and shall not constitute a default under the Contract.

20. **Termination.** This Contract may be terminated: (a) automatically upon the expiration of the Contract Term; (b) by the express, mutual, written consent of the Parties; (c) unilaterally by County due to non-appropriation of funds, as described in Paragraph 19; and (d) unilaterally by a Party if a Contract default is committed by the other Party and not timely cured, as described in Paragraph 22.

21. **Default and Cure Procedure.** Should a Party by its conduct, act, or omission commit a default of this Contract (including a breach of warranty), written notice of the default shall be given by the non-defaulting Party to the defaulting Party. The defaulting Party shall have 10 business days from receipt of the default notice to cure the default; however, the cure period may be extended by the mutual, written consent of the Parties. If the default is not timely cured, the non-defaulting Party may immediately terminate this Contract by giving written notice to the defaulting Party, in which event any cost, reasonable expense or damage incurred by the non-defaulting Party because of the default shall be paid by the defaulting Party unless otherwise provided in this Contract.

22. **Remedies.** This Contract shall not be construed as specifying the exclusive remedy for any default, and all remedies existing at law and in equity may be pursued by a Party to the Contract and shall be cumulative in nature, unless otherwise provided in this Contract. Notwithstanding anything to the contrary, however, stated in this Contract: (1) should a Party default in the performance of any obligation, representation, or warranty in this Contract, that default event, any related default claim, and this provision, shall survive the termination of the Contract and can be asserted in litigation against the defaulting Party; (2) County shall not reimburse Seller for any costs incurred as a result of Seller's participation in the competitive procurement procedure, including but not limited to travel, office expenses, or attorney or other consultant fees; and (3) each Party hereby waives and releases all suits, claims, and causes of action, now or in the future, to recover litigation damages from the other, defaulting Party that are in the nature of special, consequential, punitive, or exemplary damages arising from a default or breach of this Contract.

EXECUTED on the Effective Date by the Parties to this Agreement.

Honorable Walter R. Long, Jr.
County Judge, Karnes County, Texas

Date: _____ 20 ____

SELLER:

Name

Address

EMAIL : _____

Printed Name: _____

Signature: _____

Date: _____ 20 ____

[END EXHIBIT C –PROCUREMENT CONTRACT]

KARNES COUNTY FY 2018-2019
BULK ROAD MATERIAL PROCUREMENT BID PACKAGE
(Project 20181203-0001)

EXHIBIT D - CONTRACT SPECIFICATIONS
COVERSHEET

NOTICE OF SPECIFICATIONS
(Karnes County Project 20181203-0001)

Suppliers shall use attached Special Provisions, Special Specifications attached.

When reference is made in this bid package to the Specifications of other agencies, organizations or departments, such reference is made for expediency and standardization and such Specifications referred to are hereby made a part of the Specifications of this Bid Package.

When applicable, the suppliers shall use the Texas Department of Transportation (TxDOT) 2014 Standard Specifications Book, found at <ftp://ftp.dot.state.tx.us/pub/txdot-info/des/spec-book-1114.pdf>.

[END NOTICE OF SPECIFICATIONS]

KARNES COUNTY SPECIAL SPECIFICATION 0001
For
ROAD MATL (3X5 BULL ROCK)

Material supplied in accordance with this specification shall consist of granular fill material that ranges from 3 to 5 inches that meets the gradation requirements in Table 1. Material shall have rounded surfaces with some fractured edges, and be suitable for use in erosion control, with smooth edges that create spacing between rocks within the stack, allowing water to flow through easily.

Table 1 – Sieve Test Requirements

Sieve Size	% Passing
5"	100
3"	0

Materials supplied in accordance with this specification shall be submitted for review and approval by the Karnes County Road and Bridge Department.

[END KARNES COUNTY SPECIAL SPECIFICATION 0001]

DMS-9202

Asphaltic Concrete Patching Material (Stockpile Storage or Bagged)



Effective Date: May 2017

1. DESCRIPTION

This Specification governs for crushed stone asphaltic concrete intended primarily as a cool- to cold-weather stockpile or bagged patching mix for maintenance. The mixture must remain workable in the stockpile for 6 months from the day of delivery and have good adhesion to wet surfaces. The length of satisfactory stockpiling and the lowest temperature at which it can be used will vary according to the type and grade of asphaltic binder specified.

Provide the mix as designated on the plans or requisition and following the combinations of asphalt and aggregate listed in Table 1.

**Table 1
Asphalt and Aggregate Combinations**

Aggregate	Asphalt									
	MC-250	MC-800	MC-800 w/Diesel	SCM I	SCM II	AES-300S	CMA-SG	CMA-WG	ASPPM	NVM
Gradation I	X	X	X	X	X	X				X
Gradation II	X	X	X	X	X	X	X	X		X
Gradation III							X	X		X
Gradation IV				X	X				X	X

2. UNITS OF MEASUREMENTS

The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

3. MATERIAL PRODUCER LIST

The Materials and Pavements Section of the Construction Division (CST/M&P) maintains the Material Producer List (MPL) of all materials conforming to the requirements of this Specification. Materials appearing on the MPL, entitled "[Asphaltic Concrete Patching Material \(Stockpile Storage or Bagged\)](#)," require no further testing unless deemed necessary by the Engineer. Materials not appearing on the MPL may not be used on Department projects.

4. BIDDERS' AND SUPPLIERS' REQUIREMENTS

The Department will only purchase or allow on projects those products listed by producer and product code or designation shown on the MPL.

Use of pre-qualified product does not relieve the Contractor of the responsibility to provide product that meets this Specification. The Department may inspect or test material at any time and reject any material that does not meet the specifications.

5. PRE-QUALIFICATION PROCEDURE

- 5.1. **Pre-Qualification Request.** Submit a request for evaluation under DMS-9202 to DMS_Prequal@txdot.gov.

Include the following information in the request:

- company name;
- physical and mailing addresses;
- contact person, phone number, and email address; and
- application classification(s) listed under Article 9202.5.

- 5.2. **Pre-Qualification Sample.** Submit a 40-lb. sample of asphaltic concrete patching material and 1 gal. of the cutback asphalt used to the Texas Department of Transportation, CST/M&P (CP51), 9500 North Lake Creek Parkway, Austin, TX 78717.

Include the following with the sample:

- current safety data sheet (SDS) that complies with OSHA Hazard Communication Standard 29 CFR 1910.1200;
- manufacturer, production location, and lot number;
- for ASPPM, manufacturer's certification that the material is pre-coated with at least 1% AC-10, PG 64-22, or equivalent;
- test report issued by an AMRL-accredited independent laboratory, signed and sealed by a licensed professional engineer to certify that the material meets the requirements of this Specification;
- technical data sheets that typically accompany the product, with printed instructions for mixing, application, and shelf life;
- current safety data sheet (SDS) that complies with OSHA Hazard Communication Standard 29 CFR 1910.1200;
- list of all possible package quantities and type of packaging; and
- curing protocol (recommended or required) for field application.

Submit all materials for pre-qualification at no cost to the Department.

- 5.3. **Evaluation.** CST/M&P will notify prospective bidders and suppliers after completion of material evaluation.

- 5.3.1. **Qualification.** If approved for Department use, CST/M&P will add the material to the MPL.

Report changes in the composition or in the manufacturing process of any material to CST/M&P. Significant changes reported by the producer, as determined by the Director of CST/M&P, may require a re-evaluation of performance. The Department reserves the right to conduct whatever tests it deems necessary to identify a pre-qualified material and determine if there is a change in the composition, manufacturing process, or quality that may affect its durability or performance. In case of variance, the Department's tests will govern.

- 5.3.2. **Failure.** Producers not qualified under this Specification may not furnish materials for use on Department projects.

Producers failing to qualify may submit a request for re-evaluation after 6 months have elapsed from the date of the original request. CST/M&P may modify this time limit at its discretion. In the request for re-evaluation, document the cause of the issue and corrective action taken.

The Department normally bears the costs of sampling and testing; however, the producer will bear the costs associated with materials failing to conform to the requirements of this Specification. The Director of CST/M&P will assess this cost at the time of testing, and amounts due will be billed to the producer.

- 5.4. **Periodic Evaluation.** The Department reserves the right to conduct random sampling and testing of pre-qualified materials to verify performance and Specification compliance and to perform random audits of documentation. The Department may request that producers submit samples, or Department representatives may sample material from the manufacturing plant, the project site, stockpile, or bag.

Failure of materials to comply with the requirements of this Specification as a result of periodic evaluation may be cause for removal of those materials from the MPL. The Department's tests will govern in all circumstances.

- 5.5. **Disqualification.** Causes for disqualification and removal from the MPL may include, but are not limited to:
- falsification of documentation,
 - producer fails to report any change in material composition or manufacturing process to CST/M&P,
 - material fails to meet the requirements of this Specification as a result of periodic evaluation, or
 - producer has unpaid charges for failing samples.

CST/M&P will remove disqualified producers from the MPL and will not allow submission of material for re-qualification for 1 year, at the discretion of the Department.

- 5.6. **Re-Qualification.** Once the disqualification period established by CST/M&P has elapsed, producers disqualified and removed from the MPL may begin the re-qualification process by submitting a request in accordance with Section 5.1, including additional documentation identifying the cause of the problem and corrective action taken. The re-qualification process will then follow all subsequent Sections of Article 5.

The Department normally bears the costs of sampling and testing; however, the disqualified producer will bear the costs associated with re-qualification. The Director of CST/M&P will assess this cost at the time of re-evaluation, and amounts due will be billed to the producer.

6. MATERIAL REQUIREMENTS

- 6.1. **Asphaltic Material.** Provide MC-250, MC-800, SCM I, SCM II, AES-300S, CMA, ASPPM, or NVM in accordance with the requirements below. Provide asphaltic material for use as designated by the Engineer on the plans or requisition.
- 6.1.1. **MC-250 or MC-800.** Provide asphaltic material in accordance with Item 300.

6.1.2. **SCM I (Special Cutback Material I).** Use an asphalt material to produce mixture in accordance with Table 2.

**Table 2
Asphalt Material Properties for SCM I**

Property	Test Procedure	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	500	1,000
Water, %	T 55	–	0.2
Flash point, T.O.C., °F	T 79	174	–
Distillation test:	T 78		
Distillate, percentage by volume of total distillate to 680°F			
to 437°F		0	0
to 500°F		0	0.5
to 600°F		20	60
Residue from distillation, volume %		76	100
Tests on distillation residue:			
Penetration, 150 g, 5 sec., 77°F	D 5 ¹	180	–
Solubility in trichloroethylene ² , %	T 44	99.0	–

Note—Test procedures beginning with T are AASHTO procedures. Test procedures beginning with D are ASTM procedures.

1. Use cone conforming to ASTM D 217. Lower the level of water in the transfer dish to less than the height of the sample, and decant water from top of the sample before transferring from the bath to the penetrometer.
2. Only perform this test if the binder does not appear homogenous.

6.1.3. **SCM II (Special Cutback Material II).** Use an asphalt material to produce mixture in accordance with Table 3.

**Table 3
Asphalt Material Properties for SCM II**

Property	Test Procedure	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	1,000	2,000
Water, %	T 55	–	0.2
Flash point, T.O.C., °F	T 79	174	–
Distillation test:	T 78		
Distillate, percentage by volume of total distillate to 680°F			
to 437°F		0	0
to 500°F		0	0.5
to 600°F		15	50
Residue from distillation, volume %		82	100
Tests on distillation residue:			
Penetration, 150 g, 5 sec., 77°F	D 5 ¹	180	–
Solubility in trichloroethylene ² , %	T 44	99.0	–

Note—Test procedures beginning with T are AASHTO procedures. Test procedures beginning with D are ASTM procedures.

1. Use cone conforming to ASTM D 217. Lower the level of water in the transfer dish to less than the height of the sample and decant water from top of the sample before transferring from the bath to the penetrometer.
2. Only perform this test if the binder does not appear homogenous.

6.1.4. **AES-300S.** Provide a high float and mixing-grade type emulsion utilizing a polymer-modified asphalt base in accordance with Table 4.

**Table 4
Asphalt Material Properties for AES-300S**

Property	Test Procedure	Min	Max
Viscosity, Saybolt Furol 77°F, sec.	T 72	75	400
Sieve test, %	T 59	–	0.1
Coating ability and water resistance: dry aggregate/after spray wet aggregate/after spray	T 59	Good/Fair Fair/Fair	
Storage stability, 1 day, %	T 59	–	1
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59	65 –	– 7
Tests on residue from distillation: Penetration, 77°F, 100 g, 5 sec. Solubility in trichloroethylene, % Float test, 140°F, sec.	T 49 T 44 T 50	300 97.5 1,200	– – –
Elastic Recovery, 50°F, %	Tex-539-C	30%	

Note—Test procedures beginning with T are AASHTO procedures.

1. Undisturbed emulsion will not show white milky substance at either the top or bottom of the test cylinder after the 24-hour period.
2. Perform test on cured residue. Cure by pouring material into two rolling film containers and testing in accordance with ASTM D 2872

6.1.5. **Cold Mix Asphalt Summer Grade (CMA-SG).** Use only aggregate gradations II and III to produce CMA-SG. Use an asphalt material to produce CMA-SG in accordance with Table 5.

**Table 5
Asphalt Material Properties for CMA-SG**

Property	Test Procedure	Min	Max
Viscosity, 77°F, Poises	D 4957 ¹	3,000	5,000
Water, %	T 55	–	1.0
Flash point, T.O.C., °F	T 79	158	–
Distillation test: Distillate, percentage by volume of total distillate to 680°F to 437°F to 500°F to 600°F Residue from distillation, volume %	T 78	0 0 30 78	0 5 70 100
Tests on distillation residue: Penetration, 100 g, 5 sec., 77°F Float test, 140°F, sec. Solubility in trichloroethylene, %	T 49 T 50 T 44	100 1,200 99.0	250 – –

Note—Test procedures beginning with T are AASHTO procedures. Test procedures beginning with D are ASTM procedures.

1. Use a #200 modified Koppers viscometer at 300 mm of vacuum.

6.1.6. **Cold Mix Winter Grade (CMA-WG).** Use only aggregate gradations II and III to produce CMA-WG. Use an asphalt material to produce CMA-WG in accordance with Table 6.

**Table 6
Asphalt Material Properties for CMA-WG**

Property	Test Procedure	Min	Max
Viscosity, 77°F, Poises	D 4957 ¹	1,500	4,000
Water, %	T 55	–	1.0
Flash point, T.O.C., °F	T 79	158	–
Distillation test:	T 78		
Distillate, percentage by volume of total distillate to 680°F			
to 437°F		0	0
to 500°F		0	5
to 600°F		30	70
Residue from distillation, volume %		78	100
Tests on distillation residue:			
Penetration, 100 g, 5 sec., 77°F	T 49	100	250
Float test, 140°F, sec.	T 50	1,200	–
Solubility in trichloroethylene, %	T 44	99.0	–

Note—Test procedures beginning with T are AASHTO procedures. Test procedures beginning with D are ASTM procedures.

1. Use a #200 modified Koppers viscometer at 300 mm of vacuum.

6.1.7. **All Season Pre-Coated Patching Mixture (ASPPM).** Use only aggregate gradation IV to produce ASPPM. Pre-coat the coarse and fine aggregates with at least 1% of AC-10, PG 64-22, or equivalent material in accordance with Item 300 prior to mixing with the asphalt material meeting the requirements of Table 7.

**Table 7
Asphalt Material Properties for ASPPM**

Property	Test Procedure	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	300	700
Water, %	T 55	–	0.1
Flash point, T.O.C., °F	T 79	250	–
Distillation test:	T 78		
Distillate, percentage by volume of total distillate to 680°F			
to 437°F		0	0
to 500°F		0	5
to 600°F		55	–
Residue from distillation, volume %		73	100
Tests on distillation residue:			
Penetration, 100 g, 5 sec., 77°F	T 49	200	–
Solubility in trichloroethylene ¹ , %	T 44	99.0	–

Note—Test procedures beginning with T are AASHTO procedures.

1. Only perform this test if the binder does not appear homogenous.

- 6.1.8. **Non-Volatile Mixture (NVM).** Use aggregate gradations I, II, III, or IV to produce NVM. Use a non-volatile binder to produce NVM in accordance with Table 8.

**Table 8
Asphalt Material Properties for NVM**

Property	Test Procedure	Min	Max
Flash point, T.O.C., °F	T 79	174	—
Distillation test:	T 78		
Distillate, percentage by volume of total distillate to 680°F			
to 437°F		0	0
to 500°F		0	0
to 600°F		0	0
Residue from distillation, volume %		100	100
Tests on distillation residue:			
Penetration, 100 g, 5 sec., 77°F	T 49	180	—
Solubility in trichloroethylene ¹ , %	T 44	99.0	—

Note—Test procedures beginning with T are AASHTO procedures.

1. Only perform this test if the binder does not appear homogenous.

- 6.2. **Asphaltic Additives.** Use one or more asphalt additives in the mixture to prevent stripping of the asphalt from the aggregate in the presence of water and promote bonding to damp or wet surfaces. Add the additives to the asphalt material at the point of origin or meter in at the mix plant to provide a uniform concentration of the agents. The Engineer will approve the type and amount of additives used in the design stage based on the resistance to stripping, as described in Article 9202.6, and desired bonding and workability characteristics.
- 6.3. **Distillate.** When an MC-800 is designated as the asphaltic material to be used, the Engineer may also direct that distillate in amounts not to exceed 5% by weight of the MC-800 be added in order to extend stockpile life and improve cold weather workability. Furnish the distillate that meets the requirements for No. 1 or No. 2 diesel, ASTM D 975, with the exception that the maximum water content does not exceed 0.2%.

Meter the distillate into the mix plant separately from the MC-800 or, when approved by the Engineer, blend with the MC-800.
- 6.4. **Aggregate.** Furnish aggregate meeting the requirements of Item 334.

7. MIXTURE PROPERTIES

- 7.1. **General Testing.** Produce a mixture according to the mixture property requirements listed in Table 9.

**Table 9
Mixture Property Testing Requirements**

Property	Test Procedure	Min	Max
Residual Asphalt Content, exclusive of volatiles, % by weight ¹	Tex-210-F	3.0	7.0
Hydrocarbon Volatile Content of mix, % by weight ²	Tex-213-F	0.3	1.0
Moisture Content of Mix, % by weight ³	Tex-212-F, Part I		2.0
Hveem Stability of as-received mix (no curing) at 77 ± 2°F, (molded at 77 ± 2°F)	Tex-208-F	35	
Hveem Stability of cured mix (cured to a constant weight) at 140°F, (molded at 140°F in accordance with Tex-206-F), %	Tex-208-F	35	

1. Residual asphalt content allowed for ASPPM only, is in the range of 4.0 to 6.0%.
2. No hydrocarbon volatile content allowed for NVM only.
3. This requirement does not apply to mixtures produced at mixing temperatures of 174°F or less.

7.2. **Mixture Design and Aggregate Gradation.** Mixtures produced must adhere to the density requirements specified in Table 10.

Table 10
Laboratory-Molded Density Requirements

Minimum	Optimum	Maximum
90.0	93.0	96.0

The Engineer will select the asphalt content within the range specified in Table 11 for mixtures produced with aggregate gradation I, II, III, or IV.

Table 11
Aggregate Gradation Requirements (% passing by Weight or Volume) ¹

Sieve Size	Gradation I	Gradation II	Gradation III	Gradation IV
3/4"	–	–	100	100
1/2"	100	100	70–90	100
3/8"	95–100	95–100	40–70	100
No. 4	90–100	17–40	10–30	65–90
No. 10	10–30	2–15	5–20	20–40
No. 40	0–25	–	0–10	10–30
No. 80	0–10	–	0–5	0–15
No. 200	0–5	0–3	0–4	0–5
AC % ²	–	4.5–6.5	4.0–5.5	5.0–7.0

1. Determine percent passing in accordance with Tex-200-F, Part II.
2. Allowed range for asphalt content as measured according to Tex-210-F. This asphalt content includes volatiles.

7.3. **Resistance to Water Damage.** Evaluate the as-received mix for resistance to water damage by soaking a 100 g representative sample of the total mixture in 200 mL (7 fl. oz.) of distilled or de-ionized water at 140 ± 2°F for 24 ± 2 hours. Perform the soaking test in an approximately 400 mL (14 fl. oz.) glass. Evaluate the mixture upon completion of the 24-hour soaking period while submerged in the testing water. No visible evidence of stripping of the material is allowed.

8. MIXTURE PREPARATION

Provide a plant-produced mixture. Heat the asphaltic material in accordance with Item 300, Table 19. Apply SCM I and SCM II when specified at 170–200°F, unless otherwise specified by the material supplier. Apply AES-300S and CMA when specified at the temperature specified by the material supplier. Mix the aggregate with asphaltic material at a temperature not exceeding 200°F, unless otherwise approved by the Engineer. Discharge the bituminous mixture at a temperature not exceeding 200°F at the point of discharge from the mixer, unless otherwise approved by the Engineer. Mix the aggregate and bituminous material until all of the aggregate is uniformly coated.

9. ARCHIVED VERSIONS

Archived versions are available.