STATE OF LOUISIANA
Competitive Contract

Vendor: 310002518
Company
BLACKLIDGE EMULSIONS INC
12251 Bernard Parkway
GULFPORT MS 39503
Phone : 228-863-3878
Fax : 228-864-0437

T Number:
Version: 1
LAPS Contract: No
Fiscal Year: 2014
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:No
Co-op Agreement:Yes

Buyer Information
Name: ADRIAN STALLONE
Tel Number: 225-379-1428
Email: adrian.stallone@la.gov

Contract number: 4400004487
Description: DOTD Liquid Asphalt

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
11/01/2013 - 10/31/2014

Supplier Text: Delivery: 1 Day ARO

This is not an order to ship or begin service. A purchase order must be issued before you are authorized to ship.

This is notice that the contract referenced above has been awarded to you based on the bid submitted. All terms, conditions and specifications of the solicitation will apply to all orders.

This contract is for a period of twelve (12) months beginning November 1, 2013 and ending October 31, 2014. Contract not to exceed one year.

This contract may be cancelled with thirty (30) days written notice from agency.

CRS2 Rapid, Asphalt, Emulsified, Cationic- Product Source Code: 4163

Notice to Vendor:

Recommending Approval: Adrian Stallone Jr. **Approved by:** Charlotte Harrison

Line	Material No. ---------- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
8	11504	ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID SET, DOTD SPEC MS 158-001, 4/87 F.O.B. Plant Location: Gulfport, MS	30121600	GAL	2.10000	
9	11504	ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID SET, DOTD SPEC MS 158-001, 4/87 F.O.B. Plant Location: Gulfport, MS	30121600	GAL	2.10000	

Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).

2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.

3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.

4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.

5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.

6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.

7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

   THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246,THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISIBILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SPECIAL CONDITIONS AND SPECIFICATIONS
FOR FURNISHING
LIQUID ASPHALT

Please read the following instructions and special conditions and specifications carefully. Any deviation may cause your bid to be disqualified.

CONTRACT

Contract for furnishing Liquid Asphalt for the Department's various Districts in the State as requested in accordance with provisions set forth for the period as specified herein.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

PURPOSE AND INTENTION

The purpose and intention of this invitation to bid is to comply with State laws and establish a contract between the Department and the successful bidder(s), whereby the Department may purchase Liquid Asphalt from the contractor as shown herein.

CONTRACT PROPOSAL FORM

The contract form in its entirety shall become a part of the contract upon execution by the Department. Bidder shall fill in this form completely and shall sign in the appropriate places and return to the Procurement Section of the Department of Transportation and Development before the time set for receiving contracts on the front hereof. Bidders are advised that bids mailed through the U.S. Postal Service to our post office box are received at the Baton Rouge Main Post Office and are picked up by the Division of Administration and then routed to the Department of Transportation and Development; therefore, extra delivery time is needed in order for bids to be received and time-stamped in our office before the bid deadline.

Bids may be mailed through the U.S. Postal Service to our box at:

DOTD Procurement Section

Headquarters Administration

4th Floor East Wing S-447

P. O. Box 94245

Baton Rouge, LA 70804-9245

Bids may be delivered by hand or courier service to our physical location as follows:

DOTD Procurement Section

Headquarters Administration

4th Floor East Wing S-447

1201 Capitol Access Road

Baton Rouge, LA 70802

Bidders are solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The DOTD Procurement Office is not responsible for any delays caused by the bidder's chosen means of delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid. **Note: The time set for receiving proposals is Central Standard Time (CST).**

SCOPE OF WORK

Scope of work includes labor, materials, and services required to produce Liquid Asphalt which is acceptable to the Department of Transportation and Development.

QUANTITIES

No specific quantities are given or guaranteed, only such Liquid Asphalt as required by the Department of Transportation and Development during the contract period will be ordered.

The successful bidder must supply at bid price actual quantities as ordered whether the total of such quantities are more or less than the quantities shown in the Bid Schedule.

SPECIFICATIONS

All Liquid Asphalt must be in accordance with DOTD Specification No MS 158-001, dated April, 1987.

Materials failing to meet the specifications will be paid according to the price adjustment schedule listed in this specification.

If material does not meet specifications at the point of delivery, the pay schedules given in the specification will apply, provided the material performs satisfactorily.

If performance of the material is not satisfactory, the Department will bill the contractor for materials such as aggregate, labor, equipment and clean-up costs, or any cost necessary to correct deficiency detected by the Department.

PRE-QUALIFICATION REQUIREMENT

In order to be considered for an award, the bidder's asphalt plant must have prior approval of the Department's Materials and Testing Laboratory by meeting the necessary requirements of the Department. Bidders must contact the Materials and Testing Engineer for plant inspection. Bid will not be considered for award if plant has not been pre-qualified. If material is not on Qualified Products List No. 41 prior to bid opening, material cannot be considered for award.

STANDARDS OF QUALITY

Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained herein.

GUARANTEE AND LIABILITY

The contractor accepts the following guarantees:

(1) Guarantee that the supplies delivered are free from defects in design and construction.

(2) Guarantee that the supplies are the manufacturer's standard design in construction and that no changes or substitutions have been made in the items listed in this contract.

The contractor holds and saves the State, its officers, agents, and employees harmless from liability of any kind, including cost and expenses on account of any patented or unpatented invention, articles, devices or appliances manufactured or used in the performance of this contract, including use by the government.

The contractor agrees to replace free of charge all defective equipment, materials or supplies delivered under this contract. All transportation charges covering return and replacement shall be paid by the contractor.

PRICES

All prices on Tank Truck deliveries shall be FOB destination. All prices quoted shall be in the unit of measure as shown on the Bid Schedule and shall remain firm for the contractual period. Unit price bid must not exceed two digits to right of decimal point. Unit price submitted beyond two digits will be rounded off to the nearest second digit.

Prices quoted shall include all costs incidental to any license or patent that may be held by any company processing the materials bid on and the dealer agrees to hold the Department of Transportation and Development harmless from any claims, suits, costs or penalties for infringement or use of licensed or patented products.

It shall be understood that prices bid herein shall be based on furnishing minimum truck loads. Orders for less than minimum loads shall be delivered in minimum tonnage equipment available to the contractor. In the event that less than minimum loads are delivered, any additional freight charges occasioned thereby shall be invoiced separately and referenced against the applicable purchase order and submitted with a copy of the prepaid freight bill from the carrier.

In the event of an unloading delay caused by the carrier or contractor, free unloading time will begin when the Department begins unloading. In the event delivery is made prematurely, free unloading time will begin at the designated time set in placing the order.

(A) Should it be necessary for any reason to withhold unloading of asphalt material until sampled and tested, demurrage will be to the contractor's account.

(B) All demurrage charges shall be invoiced separately and copy of the trucker's delivery ticket or certificate showing the in time and out time and the reason for each delay signed by the DOTD representative must be attached to the invoice. Two copies of this ticket should be left at point of delivery.

BID OPENING

Bids will be publicly opened and read but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Department of Transportation and Development during normal working hours.

BASIS OF AWARD

The award of the contract will be made separately for each location to the lowest responsible bidder complying to all details of this contract proposal as determined by the DOTD Procurement Director.

Bidders quoting all or none may not be considered for award.

Discounts will not be considered in determining low bidder.

DELIVERY

The successful bidder will be required to have on hand or immediately available an adequate supply of Liquid Asphalt in order to meet the Department's requirements, as ordered, where ordered, during the life of the contract.

PURCHASE ORDERS

Purchase Orders will be issued by the Department of Transportation and Development. Each Purchase Order will state an actual or estimated quantity that is required and all other pertinent data necessary to assist the contractor to make proper delivery. In no event shall delivery be made without proper authorization.

INVOICES

Upon each delivery and its acceptance by the Department, the contractor shall bill the Department by means of an invoice and such invoice shall make reference to the Purchase Order Number on which delivery was made.

At the time of delivery, the contractor is to make a delivery receipt on his own form showing complete description, the exact quantity delivered, price and extension. Such delivery ticket must make reference to the Purchase Order Number.

Invoices shall be submitted by the contractor directly to the address shown on the Purchase Order.

Invoice price must agree with contract price.

ORDERING AND PENALTY CHARGE

The contractor must make deliveries against purchase orders issued by the Procurement Section, on request of District, using Certificate of Asphalt Delivery form.

All orders for delivery of asphalt must be placed no later than 2:00 P.M. of the day before delivery is to be made. The contractor must confirm delivery to the District no later than 4:00 P.M. of the day order is placed or advise if unable to make delivery at the specified time. However, contractor must be able to make delivery within 24 hours of the specified delivery time unless cancellation of delivery is required by the District.

In the event confirmed deliveries are not made on schedule, the Department shall allow a two (2) hour waiting period, after which a charge of $25.00 per each half hour delay, or fraction thereof, shall be assessed the contractor.

In the event the contractor cannot make delivery within twenty-four (24) hours from the time the order is placed, the Department may then exercise its option to purchase the asphalt off the open market and charge the difference in the contract price and the actual cost back to the contractor.

Scheduled delivery time as well as in time and out time must be shown on the trucker's delivery ticket or certificate in the event of a delay.

STANDARD METHODS OF MEASUREMENT

The method of measurement and the printed weight tickets to be furnished by the contractor shall be in accordance with the Department of Transportation and Development, Office of Highways, Engineering Directives and Standards Manual, Part No. IV 1.1.5 which reads, in part as follows:

> Asphalt cement, cutback asphalt and emulsified asphalts, when the unit of measure is "gallon", measurement will be made in accordance with Subsection 109.01 of the Standard Specifications; however, the vendor will be required to furnish a printed ticket with the tare weight and the loaded weight of the vehicle from either a certified public scale, or vendor's scale certified by a competent scales firm, or a State agency. Railroad weight tickets showing the same information will be acceptable.
>
> The net weight of the material will be converted to gallons at 60° F, using weights/gallon determined for various products by the Materials Section.
>
> In case of a breakdown of the printing mechanism, shipments may be continued by transcribing the actual weights obtained manually if the vendor requests permission from the DOTD Procurement Director, who will advise the Department's District Engineer.
>
> In the event of a breakdown of scale, shipments will be discontinued until other acceptable arrangements can be made with the DOTD Procurement Director. District Engineer will be advised of any arrangements in advance.

PAYMENTS

Invoices will be paid by the Department within the discount period or within thirty calendar days from receipt of correct invoice. If contractor proposes a discount, discount period will start from receipt of correct invoice.

SAMPLING AND ACCEPTANCE

All Asphalt shall be sampled and accepted in accordance with the standard method of sampling asphaltic material as outlined in the Department's Sampling Manual.

TAXES

The contractor is responsible for including all applicable taxes in the bid price.

State Agencies are exempt from all State and Local Sales and Use Taxes.

REJECTION OF BIDS

The Department of Transportation and Development reserves the right to reject any and all bids and/or waive any informalities.

TERMINATION OF CONTRACT

The Department reserves the right to terminate this contract prior to the end of the contract period upon giving a ten (10) day written notice to the contractor for unsatisfactory performance, unsatisfactory delivery, unsatisfactory service, failure to meet specifications, misrepresentation by the contractor, fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State, conflict of contract provisions with constitutional or statutory provisions of State or Federal Law, and/or any breach of contract.

The Department reserves the right to terminate this contract prior to the end of the contract period upon giving a thirty (30) day written notice to the contractor if it is considered in the best interest of the Department.

Successful contractor may request cancellation of this contract upon giving thirty (30) day written notice to the DOTD Procurement Director.

All orders delivered prior to the effective date of such termination shall be paid for by the Department in accordance with the terms of the contract, whereupon all obligations of both parties to the contract shall cease.

In the event contract contains a provision entitled "Guarantees" such guarantees shall apply to all items delivered prior to termination.

For good cause and as consideration for executing this contract, the contractor hereby conveys, sells, assigns and transfers to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust Laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to the Department of Transportation and Development.

DEFAULT OF CONTRACTOR

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the State has determined the contractor to be in default, the Department of Transportation and Development reserves the right to purchase any or all products or services covered by this contract on the open market and charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

SIGNATURE OF BIDDER

To be considered for an award, all bidders shall fill in the contract proposal completely and shall sign in the appropriate places. Contract proposal form should be returned in its entirety. Acceptance shall be made when signed by the DOTD Procurement Director and copy returned to the contractor.

APPLICABLE LAW

All contracts shall be construed in accordance with and governed by the Laws of the State of Louisiana, including but not limited to DOTD Purchasing Rules & Regulations, Special Instructions & Conditions and specifications listed in this proposal.

BIDDERS CERTIFICATION OF EEOC AND ADA COMPLIANCE

The Department of Transportation and Development and the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors and suppliers to take affirmative action to affect this commitment in its operations.

By submitting and signing this bid, bidder certifies that he agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Vietnam ERA Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, The Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidder agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this proposal.

Bidder agrees to keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.

SPECIAL ACCOMMODATIONS

Any person who is a "qualified individual with a disability as defined by the Americans With Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening date.

INDEMNITY

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the State, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents or its employees. Contractor is obligated to indemnify only to the extent of the fault of contractor, its officers, its agents, or employees.

However, the contractor shall have no obligations as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the State, its officers, its agents or its employees.

For good cause and as consideration for executing this contract, the contractor hereby conveys, sells, assigns and transfers to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust Laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to the Department of Transportation and Development.

PREFERENCE

In accordance with Title 39:1595 of the Louisiana Revised Statutes, a preference of 10% may be allowed for products manufactured, produced, grown, assembled or harvested in Louisiana of equal quality.

Do you claim this 10% preference?

Yes _____ No _____

Specify if preference is claimed for all items shown on contract:

Yes _____ No _____

If preference is claimed for only part of the items shown on contract, must specify which items:

_____

_____

_____

Specify location within Louisiana where this product is manufactured, produced, grown assembled or harvested:

_____

Note: Louisiana vendors claiming this preference should also certify that 50% of their workforce is comprised of Louisiana residents in order to be entitled to the 10% preference. Louisiana vendors should complete the following certificate:

This is to certify that 50% of workforce is comprised of Louisiana residents:

Yes_____ No_____

(Proof of certification may be required)

Failure to specify above information will cause elimination from 10% preference.

PREFERENCE

Procurement of United States products:

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the Provisions of R.S. 39:1595, each procurement officer, Purchasing Agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

(1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.

(2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.

(3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.

(4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

(1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? _____yes

Specify line number(s): _____

_____

Specify location within the United States where this product is
Manufactured: _____

(note: if more space is required, include on separate sheet)

COOPERATIVE PURCHASE AGREEMENT

State Agencies, Political Subdivisions of the State and Quasi State Agencies may be permitted to purchase from contracts made by the Department of Transportation and Development's Procurement Section.

The Bidder may, at his option, accept this Cooperative Purchase Agreement so that any contract awarded under this proposal will apply to other State Agencies, Political Subdivisions or Quasi Agencies.

Bidder hereby accepts this Cooperative Purchase Agreement so that any contract awarded will apply to other State Agencies, Quasi State Agencies or other Political Subdivisions of the State.

_____ Yes, I agree to accept Cooperative Purchase Agreement

_____ No, I do not accept Cooperative Purchase Agreement

Failure to mark "no" on the above will constitute acceptance of this Cooperative Purchase Agreement to other State Agencies, Political Subdivisions of the State and Quasi State Agencies.

Choosing not to accept this Cooperative Purchase Agreement will have no bearing on the award of the contract.

ORDERS: Other State Agencies are to issue contract release orders/purchase orders for the items required, as and when needed.

Political subdivisions of the State and Quasi Agencies who have been authorized by the Office of State Purchasing to purchase from contracts made by the Department of Transportation and Development are to issue their regular purchase orders directly to the Contractor, making reference to the Contract Number, Item Number (if applicable) and Contract Expiration Date.

CONTRACT ADMINISTRATION: The Department of Transportation and Development will not monitor, administer or resolve any discrepancies, controversies, invoicing or payments related to this contract on orders placed by other State Agencies, Political Subdivisions or Quasi Agencies.

Controversies between the Department of Transportation and Development and a Contractor will be resolved by the DOTD Procurement Director.

Controversies between other State Agencies and a Contractor will be resolved by the Director of State Purchasing in accordance with R.S. 39:1673.

It will be the responsibility of the ordering entity to correspond directly with the Contractor.

DELIVERY: Vendors accepting the Cooperative Purchase Agreement understand and agree that deliveries to other State Agencies, Political Subdivisions or Quasi Agencies will be on a statewide basis.

Stock Number
24-03-1325 24-03-1330 24-03-1510
24-03-1760 24-03-1770 24-03-1800

MS Spec. 158-001
Dated April 1987
9 Pages

SAP Material Master Number (Stock Number)
11501 (24-03-1500)
11502 (24-03-1570)
11503 (24-03-1758)
11504 (24-03-1765)

LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SPECIFICATIONS

ASPHALTIC MATERIALS

DESCRIPTION:

These specifications cover asphaltic materials for road maintenance.

GENERAL REQUIREMENTS:

Asphalt shall be prepared by the refining of petroleum. It shall be uniform in character, free from water, and shall not foam when heated to 350° F. Asphalt shall be from an approved source on Qualified Products List No. 41.

Storage tanks, piping, retorts, booster tanks, distributors and other equipment used in delivering, storing or handling asphaltic materials shall be kept clean and in good operating condition and shall be operated in such manner as to avoid contamination of the contents with foreign materials.

Test methods shall be the latest in effect. Final test results for asphaltic materials will be applied to the proper table herein for conformance to specifications. Any deviation from the specifications will result in a payment adjustment as specified. If test results are such that a price adjustment would result from more than 1 test value, the payment adjustment for the greatest reduction shall apply.

The adjustment in pay for asphaltic materials shall be applied only to samples taken at the point of delivery. Samples taken at the refinery shall conform to specification requirements; if the refinery sample fails to meet these requirements, the material will be rejected and shall not be shipped.

SAMPLING:

Sampling will be in accordance with the Materials Sampling Manual.

TABLE 1
ASPHALT CEMENT, MODIFIED AASHTO GRADES AC-5 AND AC-10

	Test Method	Percent of Contract Unit Price/Gallon/Shipment					
		AC-5[1] Stock No. 24-03-1325			AC-10[1] Stock No. 24-03-1330		
		Specifications	Deviations		Specifications	Deviations	
		100	80	50 or Reject[2]	100	80	50 or Reject[2]
Penetration, 25°C (77°F), 100 g, 5 sec.	AASHTO T-49	140+[3]		129-	85+[4]		79-
Viscosity, 135°C (275°F), SSF[5]	ASTM E-102	88+			125+		
Viscosity, 135°C (275°F), cSt	AASHTO T-201	175+	125 - 174	124-	250+	200-249	199-
Viscosity, 60°C (140°F), Poises	AASHTO T-202	500±100		399-601+	1000±200		799-1201+
Solubility in Trichloroethylene, %	AASHTO T-44	99.0+			99.0+		
Flash Point, COC, °C (°F)	AASHTO T-48	177(350)+		176(349)-	218(425)+		217(424)-
Tests on Residue from Thin Film Oven Test:							
Viscosity, 60°C (140°F), Poises	AASHTO T-202	2000-		2001+	4000-		4001+
Ductility, 25°C (77°F), 5 cm/min.	AASHTO T-51	100+	70-99	69-	100+	70-99	69-
Thin Film Oven Test, % loss @ 325°F, 5 hr	AASHTO T-179	1.00-		1.01+	0.50-		0.50+
Spot Test (Standard Naphtha Solvent)	AASHTO T-102	Neg.		Pos.	Neg.		Pos.

[1] All values are inclusive.
[2] At the option of the Department.
[3] For samples obtained at the point of delivery, the penetration requirements shall be 130+.
[4] For samples obtained at the point of delivery, the penetration requirement shall be 80+.
[5] For samples obtained at point of delivery, the viscosity @ 275° F may be determined using ASTM E-102.

TABLE 2
MC CUTBACK ASPHALT

	AASHTO Test Method	Percent of Contract Unit Price/Gallon/Shipment					
		MC-30 Stock No. 24-03-1500			MC-250 Stock No. 24-03-1510		
		Specifications	Deviations		Specifications	Deviations	
		100	80	50 or Reject[1]	100	80	50 or Reject[1]
Flash Point, Open Tag, °C (°F)	T-79	38(100)Min	No Penalty		66(150)Min	No Penalty	
Viscosity, SSF	T-72						
25°C (77°F)		75-150	58-74 151-167	57- 168+			
60°C (77°F)					125-250	100-124 251-275	99- 276+
Distillation Test, Distillate							
Percentage by Volume of Total Distillate To 360°C (680°F)	T-78		No Penalty			No Penalty	
To 225°C (437°F)		0-25			0-10		
To 260°C (500°F)		40-70			15-55		
To 316°C (600°F)		75-93			60-87		
Residue from Distillation to 360°C (680°F), Percentage Volume by Difference		50 Min	46-49	45-	67 Min	63-66	62-
Tests on Residue							
Penetration 25°C (77°F), 100g, 5 sec.	T-49	120-250	102-119 251-268	101- 269+	120-250	102-119 251-268	101- 269+
Solubility in Trichloroethylene, %	T-44	99.0 Min	98.6-98.9	98.5-	99.0 Min	98.6-98.9	98.5-
Ductility, 25°C (77°F) for Residues to 200 Penetration, 5 cm/min	T-51	100 Min	76-99	75-	100 Min	76-99	75-
Ductility, 15.5°C (60°F) for Residues of 200-300 Penetration, 5 cm/min	T-51	100 Min	76-99	75-	100 Min	76-99	75-

[1] At the option of the Department.

TABLE 3
RC CUTBACK ASPHALT

	AASHTO Test Method	Percent of Contract Unit Price/Gallon/Shipment		
		RC-250 Stock No. 24-03-1570		
		Specifications	Deviations	
		100	80	50 or Reject[1]
Flash Point, Open Tag, °C (°F)	T-79	27(80) Min	No Penalty	
Viscosity, SSF 60°C (140°F)	T-72	125-250	100-124 251-275	99- 276+
Distillation Test, Distillate Percentage by Volume of Total Distillate				
To 360°C (680°F)	T-78		No Penalty	
To 225°C (437°F)		35 Min		
To 260°C (500°F)		60 Min		
To 316°C (600°F)		80 Min		
Residue from Distillation to 306°C (680°F), Percentage Volume by Difference		65 Min	61-64	60-
Tests on Residue Penetration 25°C (77°F), 100g, 5 sec.	T-49	80-120	66-79 121-134	65- 135+
Solubility in Trichloroethylene, %	T-44	99.0 Min	98.6-98.9	98.5-
Ductility, 25°C (77°F) 5 cm/min	T-51	100 Min	76-99	75-

[1] At the option of the Department.

TABLE 4
ANIONIC EMULSIFIED ASPHALT

	AASHTO Test Method	Percent of Contract Unit Price/Gallon/Shipment					
		SS-1 Stock No. 24-03-1758			SS-1h Stock No. 24-03-1760		
		Specifications	Deviations		Specifications	Deviations	
		100	80	50 or Reject[1]	100	80	50 or Reject[1]
Viscosity, 25°C (77°F) SSF	T-59	20-100	10-19 101-150	9- 151+	20-100	10-19 101-150	9- 151+
Residue by Distillation, % by Wt	T-59	57 Min	52-56	51-	57 Min	52-56	51-
Sieve Test, Retained on No. 20, %	T-59	0.1 Max	No Penalty		0.1 Max	No Penalty	
Cement Mixing	T-59	2.0 Max	No Penalty		2.0 Max	No Penalty	
Settlement, 5 days, %	T-59	5 Max	No Penalty		5 Max	No Penalty	
Tests on Residue Penetration 25°C (77°F), 100g, 5 sec.	T-49	100-200	88-99 201-212	87- 213+	40-90	30-39 91-100	29- 101+
Solubility in Trichloroethylene, %	T-44	97.5 Min	No Penalty		97.5 Min	No Penalty	
Ductility, 25°C (77°F), 5 cm/min	T-41	40 Min	26-39	25-	40 Min	26-39	25-

[1] At the option of the Department.

TABLE 5
CATIONIC EMULSIFIED ASPHALT

		Percent of Contract Unit Price/Gallon/Shipment		
		CRS-2 Stock No. 24-03-1765		
		Specifications	Deviations	
	Test Method	100	80	50 or Reject[1]
Viscosity, 50°C (122°F), SSF	AASHTO T-59	100-400	56-99 401-444	55- 445+
Residue by Distillation, % by Wt	AASHTO T-59	65 Min	61-64	60-
Oil Distillate by Volume, %	AASHTO T-59	3 Max	No Penalty	
Particle Charge	DOTD TR-311	Pos.		Neg.
Sieve Test, Retained on No. 20, %	AASHTO T-59	0.1 Max	No Penalty	
Settlement, 5 Days, %	AASHTO T-59	5 Max	No Penalty	
Tests on Residue Penetration, 25°C (77°F), 100%, 5 sec.	AASHTO T-49	100-250	84-99 251-266	83- 267+
Solubility in Trichloroethylene, %	AASHTO T-44	97.5 Min	No Penalty	
Ductility, 25°C (77°F), 5 cm/min	AASHTO T-51	80 Min	66-79	65-
Viscosity, 135°C (275°F), cSt	AASHTO T-201	175 Min	125-174	124 -

[1] At the option of the Department.

EMULSIFIED POLYMERIZED ASPHALT (CRS-2S)
STOCK NO. 24-03-1770

This is a 2-part specification providing an emulsion for surface treatments. The base asphalt cement shall be modified with polymers to meet the specifications in Table 6A, which shall then be emulsified to satisfy the requirements of the emulsion specifications in Table 6B. The addition of latex, rubber or other additives to emulsified asphalt will not be acceptable.

TABLE 6A
POLYMERIZED ASPHALT

		Percent of Contract Unit Price/Gallon/Shipment		
		Specifications	Deviations	
	Test Method	100	80	50 or Reject[1]
Penetration 25°C, 100g, 5 sec.	AASHTO T-49	200-280	181-199	180-
Ductility, 25°C, 5 cm/min, cm	AASHTO T-51[2]	150 Min	281-299 126-149	300+ 125-
Ductility, 4°C, 5 cm/min, cm	AASHTO T-51[2]	50 Min	36-49	35-
Softening Point (Ring & Ball), °C	AASHTO T-53	40-55	35-39 56-60	34- 61+
Solubility in Trichloroethylene, %	AASHTO T-44	97.5 Min	No Penalty	
Tensile Stress, 0°C, 500 mn/min, @ 800% elongation, kg/cm²	ASTM D-412[2]	1.0 Min		0.9-

[1] At the Department's option.

[2] The residue asphalt for running ductility tests and tensile stress test shall be obtained by means of residue by evaporation (Oven) rather than residue by distillation (Aluminum-Alloy Still). The material supplier shall certify by independent testing that the Tensile Stress requirements have been attained.

TABLE 6B
EMULSIFIED POLYMERIZED ASPHALT

	Test Method	Percent of Contract Unit Price/Gallon/Shipment		
		Specifications	Deviations	
		100	80	50 or Reject[1]
Viscosity, SSF, @ 50°C	AASHTO T-59	100-400	56-99 401-444	55- 445+
Storage Stability Test, 24 hr, %	AASHTO T-59	1 Max	No Penalty	
Classification Test	AASHTO T-59	Pass		Fail
Particle Charge Test	AASHTO T-59	Pos.		Neg
Sieve Test, Retained on No. 20, %	AASHTO T-59	0.1 Max	No Penalty	
Distillation:	AASHTO T-59			
Oil Distillate by Vol of Emulsion, %		3 Max	No Penalty	
Residue from Distillation, %		65 Min	61-64	60-
Tests on Residue:				
Penetration, 25°C, 100g 5 sec	AASHTO T-49	125-200	100-124 201-225	99- 226+
Ductility, 25°C, 5 cm/min, cm	AASHTO T-51	125 Min	101-124	100-
Ductility, 4°C, 5 cm/min, cm	AASHTO T-51	30 Min	21-29	20-
Softening Point (Ring & Ball), °C	AASHTO T-51	38-52	33-37 53-58	32- 59+
Solubility in Trichloroethylene, %	AASHTO T-44	97.5 Min	No Penalty	
Tensile Stress, 4°C, 500 mn/min, @ 800 Elongation, kg/cm^2	ASTM D-412[3]	1.0 Min		0.9-

[1] At the Department's option.

[2] Upon examination of the test cylinder after standing undisturbed for 24 hours, the surface shall show no white, milky colored substance but shall be a homogeneous brown color throughout.

[3] The residue asphalt for running ductility tests and tensile stress test shall be obtained by means of resid by evaporation (Oven) rather than residue by distillation (Aluminum-Alloy Still). The material suppliers certify by independent testing that the Tensile Stress requirements have been attained.

TABLE 7
CATIONIC EMULSIFIED ASPHALT FOR FOG SEAL (CSS-1)
STOCK NO. 24-03-1800

		Percent of Contract Unit Price/Gallon/Shipment		
		Specifications	Deviations	
	Test Method	100	80	50 or Reject[1]
Viscosity, 25°C (77°F), SSF	AASHTO T-59	20-100	10-19 101-150	9- 151+
Residue by Distillation, % by wt.	AASHTO T-59	57 Min	52-56	51-
Particle Charge	DOTD TR-311	Pos.		Neg
Sieve Test (Retained on No. 20)	AASHTO T-59	0.1 Max	No Penalty	
Settlement, 5 days, %	AASHTO T-59	5 Max	No Penalty	
Tests on Residue:				
Penetration, 25°C (77°F), 100g,	AASHTO T-49	100-250	84-99 251-266	83- 267+
Solubility in Trichloroethylene, %	AASHTO T-44	97.5 Min.	No Penalty	
Ductility, 25°C (77°F), 5 cm/min	AASHTO T-51	40 Min	26-39	25-

[1] At the Department's option.

State of Louisiana
Department of Transportation and Development

Qualified Products List 41

ASPHALTIC MATERIALS

SMM Material Codes					
Product	**SMM Material Code**	**Product**	**SMM Material Code**	**Product**	**SMM Material Code**
Binder 58-22	**1002M00020**	Emulsion SS-1	**1002M00080**	Emulsion EPR-1	**1002M00150**
Binder 64-22	**1002M00030**	Emulsion SS-1H	**1002M00090**	Emulsion AEP	**1002M00160**
Binder 70-22m	**1002M00040**	Emulsion CRS-2	**1002M00100**	Emulsion SS-1P	**1002M00170**
Binder 76-22m	**1002M00050**	Emulsion CMS-2	**1002M00110**	Polymer Modified Emulsion	**1002M00175**
Binder 70-22 Alt	**1002M00060**	Emulsion CSS-1	**1002M00120**	Emulsion SS-1L	**1002M00180**
Binder PG 82-22m	**1002M00065**	Emulsion CSS-1H	**1002M00130**	NTSS-1HM	**1002M00185**
PAC- 15 for Asph. Surf. Treatment	**1002M00070**	Emulsion CSS-1HP	**1002M00135**	Cutback MC-30	**1002M00180**
		Emulsion CRS-2P	**1002M00140**	Cutback MC-70	**1002M00200**
		Emulsion CQS-1H	**1002M00145**	Cutback MC-250	**1002M00210**

PRODUCT SOURCE CODE	**PRODUCT**	**SOURCE**
4124 4125 4178 41CH 41CI 41EG 41FG	Cutback Asphalt (MC-30, MC-70) Emulsified Asphalt (SS-1, SS-1h, CRS-2, CQS-1H[2]) Emulsified Polymerized Asphalt (SS-1L) Emulsified Polymerized Asphalt (CRS-2P) AEP Asphalt Emulsion Prime NTSS-1HM Anionic "Trackless Tack" Polymer Modified Emulsion (PME)	Asphalt Products Unlimited, Inc. 4675 Interstate Highway Port Allen, LA 70767 *SMM: APS00000330*
4162 4163 41EJ 41EL 41EN 41FN 41FO 41FS	Emulsified Petroleum Resin (EPR-1) Emulsified Asphalt (SS-1, CRS-2) PG82-22RM NTSS-1HM "Trackless Tack" SS-1H PG 64-22 PAC-15 CRS-2P	Blacklidge Emulsions, Inc. 11030 Reichold Road Gulfport, MS 39503 *SMM: APS00000340*

PRODUCT SOURCE CODE	PRODUCT	SOURCE
41EH	PG 64-22	Calumet Lubricants Co. 3333 Midway Avenue Shreveport, LA 71109 *SMM: APS00002480*
41FI	NTSS-1HM	Calumet Lubricants Co. 10234 Highway 157 Princeton, LA 71067 *SMM: APS00011030*
41EM 41FK 41FM	MC-30 Cutback Asphalt PG 76-22M PG 70-22M	Ergon Asphalt & Emulsions P. O. Box 13387 1989 Channel Avenue Memphis, TN 38113 *SMM: APS00010280*
4181 4187	Emulsified Asphalt (SS-1, CRS-2) Emulsified Polymerized Asphalt (CRS-2P)	Ergon, Inc. 209 Airport Road Mt. Pleasant, TX 75455 *SMM: APS00000350*
41FL	PG 76-22M	Ergon Asphalt & Emulsion 7890 Birmingport Road Mulga, AL 35118 *SMM: APS00011110*
4134 4182 41BT 41AU 41AT 41CJ 41EE 41FD	Emulsified Ashpalt (CRS-2, CQS-1H[2]) Emulsified Polymerized Asphalt (CRS-2P) PG 64-22[1] PG 70-22M[1] PG 76-22M[1] CSS-1 CSS-1HP Polymer Modified Emulsion (PME)	Ergon Refining, Inc. P. O. Box 309 2611 Haining Road Vicksburg, MS 39180 *SMM: APS00000360*
41EY 41FE	PG 64-22 PG 70-22M	Hunt-Southland Refining Company (Heidelberg) 177 Haney Road Heidelberg, MS 39439 *SMM: APS00000385*

PRODUCT SOURCE CODE	PRODUCT	SOURCE
4139 41BF 41BM 41BG	Cutback Asphalt (MC-30) PG 64-22[1] PG 70-22M[1] PG 76-22M[1]	Lion Oil Company 1000 McHenry Street El Dorado, AR 71730 *SMM: APS00000390*
41BP 41BJ 41BK 41BL	PG 58-28[1] PG 64-22[1] PG 70-22M[1] PG 76-22M[1]	Marathon Petroleum Company, LP P. O. Box AC Garyville, LA 70051 *SMM: APS00000400*
41EQ 41ER 41ES 41ET 41EZ 41FC 41FH	PG 64-22[1] PG 70-22M[1] CRS-2P Polymer Modified Emulsion PG 76-22M[1] AEP SS-1H	Martin Asphalt Company 300 Christy Place South Houston, TX 77587 *SMM: APS00010660*
41EU 41EV 41EW 41EX 41FJ	Polymer Modified Emulsion CRS-2P SS-1 CRS-2 SS-1H	Martin Asphalt Company 100 ½ East Port Neches Avenue Port Neches, TX 77651 *SMM: APS00010850*
41FA	PG 64-22	Martin Asphalt Company (Stanolind Facility) 10 Sulfur Plant Road Beaumont, TX 77701 *SMM: APS00010870*
41FB	PG 64-22	Martin Asphalt Company (Neches Facility) One Gulf State Road Beaumont, TX 77704 *SMM: APS00010880*

PRODUCT SOURCE CODE	PRODUCT	SOURCE
41EC 41EA 41EB 41EP 41FF	PG 64-22[1] PG 70-22M[1] PG 76-22M[1] PAC-15 PG 82-22rm	Pelican Refining Co., LLC 4646 Old Town Road Lake Charles, LA 70615 *SMM: APS00000410*
41EO	PAC-15	Pelican Refining Co., LLC 17310 Market Street Channelview, TX 77530 *SMM: APS00010050*
41FP	Emulsified Petroleum Resin (EPR-1)	PennzSuppress Corporation 360 Nueces #3609 Austin, TX 78701 *SMM: APS00000420*
41FQ 41FT	PG 64-22 (PG 67-22) PG 70-22M	Shell Oil Products, US 11842 River Road St. Rose, LA 70087 *SMM: APS00011250*
41FR	PG 76-22M	Shell Oil Products, US 835 Cochrane Causeway Mobile, AL 36610 *SMM: APS00001270*
41DT 41DU 41DV	PG 64-22[1] PG 70-22M[1] PG 76-22M[1]	TOTAL Petrochemicals USA, Inc. P. O. Box 849 Hwy. 366th & 32nd Street Port Arthur, TX 77642 *SMM: APS00000480*
41DO 41DP 41DQ 41DR 41DS	PG 58-28[1] PG 64-22[1] PG 70-22M[1] PG 76-22M[1] MC-30 Cutback Asphalt	Valero Marketing and Supply 10455 Hwy 18 St. James, Louisiana 70086 *SMM: APS00000510*

ENDNOTES:

1. *Material is approved for the Louisiana Approved Supplier Certification Program*

2. *CQS-1H allowed by Contract Specifications only.*

3. *Binders with rotational viscosity values higher than 3.0 Pascal Seconds should be used with caution and only after consulting with the supplier as to any special handling procedures and guarantees of mixing and pumping capabilities.*

REFERENCE:

DOTD Standard Specifications, Subsection 1002.01 (Metric/English)
DOTD Special Provisions (Metric/English)
DOTD Maintenance Specifications, DOTD 158-001, DOTD 164-002 and DOTD 164-003 Louisiana Approved Supplier Certification Program

NOTE:

All material, regardless of prior approval, shall be sampled in accordance with the Materials Sampling Manual and tested for conformance to the original specification. Any deviation in composition or performance from the original sample submitted may result in removal of the product from the qualified list.

No information in this list is to be used for promotional purposes.