

RESOLUTION

No. **25 - 0 2 2****JAN 28 2025**

Date of Adoption

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Factual content certified by

SEAN SEMPLE DIRECTOR OF WATER AND SEWER

Councilman /woman

presents the following Resolution:

SPONSORED BY:

RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO WALTER E. EARLE-MORRISVILLE, LLC FOR FURNISHING OF TEMPORARY BITUMINOUS STOCKPILE PATCHING MATERIAL FOR DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$144,000.00 – BID2024-60

WHEREAS, one (1) sealed bid was received in the Division of Purchasing on November 14, 2024, at 11:00am, by the Purchasing Agent for Furnishing of Temporary Bituminous Stockpile Patching Material for the City of Trenton, Department of Water and Sewer, Trenton Water Works; and

WHEREAS, the sole bidder, Walter E. Earle-Morrisville, LLC, P.O. Box 728 Farmingdale, NJ 07727, is made pursuant to advertisement, be and is hereby accepted, as the lowest, responsible, responsive bidder complying with terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$144,000.00 (\$160.00 per ton) have been certified to be available in the following account number: 5-05-55-5504-836-003. This contract shall be awarded for a period of one (1) year from date of award.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Walter E. Earle-Morrisville, LLC, P.O. Box 728 Farmingdale, NJ 07727, for Furnishing of Temporary Bituminous Stockpile Patching Material in an amount not to exceed \$144,000.00 for the City of Trenton, Department of Water and Sewer, Trenton Water Works.

MOTION: <i>Feliciano</i>					SECOND: <i>Williams</i>									
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓				GONZALEZ	✓			
FELICIANO	✓				HARRISON	✓								
FIGUEROA	✓				WILLIAMS	✓								
KETTENBURG	✓													

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

JAN 28 2025

President of Council

City Clerk

AGREEMENT
CITY OF TRENTON, NEW JERSEY
BID2024-60
RES. NO. 25-022
PREVAILING WAGE APPLIES
AWARDED TO WALTER R. EARLE-BURLINGTON, INC.

**FOR FURNISHING OF TEMPORARY BITUMINOUS STOCKPILE PATCHING MATERIAL FOR
DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS**

This Agreement, entered into this 29TH Day of JANUARY 2025 between the City of Trenton, a municipal corporation of the State of New Jersey, 'CITY' **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **WALTER R. EARLE-BURLINGTON, INC., P.O. BOX 728 FARMINGDALE, NJ 07727** ("Contractor"), witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$144,000 (\$160.00 PER TON) FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE AWARD;**

FIRST, A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO WALTER R. EARLE-BURLINGTON, INC. FOR FURNISHING OF TEMPORARY BITUMINOUS STOCKPILE PATCHING MATERIAL FOR DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$144,000.00 – BID2024-60

B. The contract shall be submitted with contracts with the following:

UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS

THE AWARDED CONTRACTOR SHALL BE REQUIRED TO SUBMIT A CERTIFIED PAYROLL RECORD TO THE DEPARTMENT OF LABOR AND WORKFORCES DEVELOPMENT HAS CREATED THIS PORTAL FOR CONTRACTORS TO REGISTER AND SUBMIT PAYROLLS: [HTTPS://WWW.NJ.GOV/LABOR/WAGEANDHOUR/PREVAILING-RATES/NJWAGEHUB.SHTML](https://www.nj.gov/labor/wageandhour/prevailing-rates/njwagehub.shtml) WITHIN TEN (10) DAYS OF PAYMENT OF THE WAGES.

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

SECOND. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered, and accepted in full conformity to the aforementioned specifications and offer or proposal.

THIRD. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established

by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this convenient shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (N.J.S.A. 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

EIGHTH. During the performance of this contract, the contractor agrees as follows:

a. CONTRACTOR or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. THE CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

- e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:
 - 1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
 - 2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or
 - 3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)
- f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)
- g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)
- h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)
- i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)
- j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)
- k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)


o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest: 
Brandon L. Garcia, RMC
Municipal Clerk

4/4/25
Date


W. Reed Gusciora, Esq. Mayor

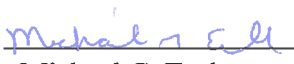
4.3.25
Date

and

WALTER R. EARLE-BURLINGTON, INC., P.O. BOX 728 FARMINGDALE, NJ 07727

CONTRACTOR SIGNATURE

March 25, 2025
DATE

Attest: 
Michael G. Earle
Secretary


Brian M. Cooper, PE, Vice President of Engineering
XXXX

March 25, 2025
Date

**Trenton Water Works
Construction & Maintenance Office
Calendar Year 2024**

**Cold Patch Contract (900 tons) – Proposal & Specifications
(Bituminous Stockpile Patching Material/Temporary Patching)**

PROPOSAL

**THE UNDERSIGNED PROPOSES TO SUPPLY TEMPORARY BITUMINOUS STOCKPILE
PATCHING MATERIAL "COLD PATCH" FOR PICK-UP IN ACCORDANCE WITH THE
ATTACHED SPECIFICATION AND FOLLOWING PROPOSAL:**

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Cold Patch	Tons	900	<u>\$160.00</u>	<u>\$144,000.00</u>
				Grand Total >>	<u>\$144,000.00</u>

Submitted by:

(Company Name) **Walter R. Earle - Burlington, Inc.**

(Signature)



(Printed Name) **Brian M. Cooper, PE. Manager of Engineering**

(Person to Contact, Please Print) **Joe Young**

(Telephone) **(732)308-1113**

Vendor shall be within 25 miles of the Trenton Water Works Cortland Street Facility as material shall be delivered as needed to the Trenton Water Works 333 Cortland St, Trenton NJ.

Cold Patch material shall meet the attached specifications as listed in the PennDOT Chapter 3, Section 485, Bituminous Stockpile Patching Material Specification for Non-fiber Cold Patch.

NOTE: "Rockite" does not qualify in meeting the specifications.

Pennsylvania Department of Transportation

Standard Specifications for Road and Bridge Construction latest revision

Trenton Water Works Specification for Temporary “Cold Patch” Chapter 3, Section 485 (Non-fiber Cold Patch) Bituminous Stockpile Patching Material

485.1 DESCRIPTION – The material shall consist of plant mixed stockpile patching bituminous mixture composed of mineral aggregate coated with bituminous material. The material shall be capable of being stocked for at least six months without stripping and shall be workable at all times’.

Stocked patching material may be rejected, at any time during the six-month period if, in the opinion of the District Materials Engineer, the patching material has stripped (more than 10% uncoated particles) or otherwise become unfit for use.

When the patching material has been delivered directly to a department stockpile before Department approval, it will be the contractor’s responsibility to remove any unacceptable material with two weeks of notification.

Refusal by the contractor to remove unacceptable material from the Department stocking area will be sufficient grounds to suspend the contractor from the Department’s bidding list for patching material, until such time as the problem is resolved to the satisfaction of the Department.

This material is intended for patching holes up to 75 mm (3 inches) deep.

485.2 MATERIALS – The material and their use shall meet the applicable requirements of Section 703 and Bulletin 25.

- (a) **Bituminous Material.** The listed bituminous materials shall be used for proper mixing, the bituminous materials shall be heated as specified in Section 484.3.

<u>Class of Material</u>	<u>Type of Material</u>
MC-400	Cut-back Petroleum Asphalt
MC-800	Cut-back Petroleum Asphalt
E-10	Emulsified Asphalt
CMS-2s	Cationic Emulsified Asphalt

Bituminous Material MC-400 shall be used between November 1 and March 1. Bituminous MC-800 shall be used between March 1 and October 31. Bituminous Material E-10 and CMS-2s can be used throughout the year.

Bituminous Materials MC-400 and MC-800 shall be Treated Bituminous Materials meeting the applicable requirements of AASHTO T 182, dry and wet aggregate coating test with Cutback Asphalt, using the job aggregate. Bituminous Materials E-10 and CMS-2s shall pass the stone coating test on the job aggregate, as described in the AASHTO T 59.

The contractor shall furnish the sample of the job aggregate each year to the bituminous supplier for the coating and stripping tests specified in AASHTO T 59 and AASD TO T 182; and obtain a certificate that the bituminous material has been treated to suit the job aggregate. This yearly certificate must be on file and shall be

available at the bituminous plant when required by the Engineer. A copy shall also be forwarded by the Contractor to the District Materials Engineer/Manager.

(b) **Fine Aggregate.** The fine aggregate shall be Type A or B material meeting the quality requirements of Section 703.1.

(c) **Coarse Aggregate.** The coarse aggregate shall be Type A material meeting the quality requirements of Section 703.2.

(d) **Composition of Mixtures.** The percentage of asphalt residue and the percentage passing the 2.36 mm (No. 8) sieve shall be approved by the Engineer. The contractor shall furnish the mixed material within the gradation limits (master range) specified in Table A. The percentage passing the 2.36 mm (No. 8) sieve shall not be less than 15 percent in the JMF design.

Acceptance of the mixed material shall be on the average test results of a sample of three increments.

To ensure uniformity of the mixture the average of the three tests for asphalt residue content shall not exceed +0.5% and no individual test shall vary more than + 1.0% from the JMF. The average of the three tests for percent passing the 75 μ m (No. 200) sieve shall not exceed 2.4% and no individual test shall exceed 3.5%.

TABLE A
Composition of Mixtures
(Total Percent by Mass Passing Square Openings
Based on Laboratory Sieve Tests)

Passing Sieve	Percent Passing
9.5 mm (3/8")	100
4.75 mm (No.4)	40-100
2.36 mm (No.8)	10-45
75 μ m (No.200)	0-2

The quantity of bituminous material in the mix shall be such that the minimum requirements on the percent residue specified in Table B are met.

Based on the characteristics of the aggregate and the performance of the mix, the Engineer can specify percent asphalt or tar residue higher than the minimum values given in Table B.

The Contractor shall furnish the mixed material within the limits specified in Table A and Table B of this section, except, the asphalt residue shall not be deficient by more than 0.5 percent and the 2.36 mm (No. 8) sieve shall not vary more than +/- 5% from the JMF values approved by the Engineer.

Exception cases where the requirements of Table B are difficult to meet, shall be referred to the Chief, Materials and Testing Division, Harrisburg for approval.

TABLE B
Minimum Asphalt Residue for JMF Design

Aggregate Type	Percent Water Absorption (Coarse Aggregate)	Percent Asphalt Residue, Min. JMF Design
Stone and Gravel	Less than 1.0	4.5
	1.1 to 1.5	5.0
	1.6 to 2.0	5.5
	2.1 to 2.5	6.0
	2.6 to 3.0	6.5
Slag	Less than 4.0	7.0
	4.1 to 5.0	8.0
	5.1 to 6.0	9.0
	6.0 to 7.0	10.0

485.3 CONSTRUCTION REQUIREMENTS

(a) **Bituminous Mixing Plant.** All plants manufacturing this material shall meet the requirements of Section 401.3.

(b) **Preparation of Mixtures.** All mineral aggregates and bituminous materials shall be proportioned by mass or volume.

The mixture shall be such that it may be stocked, handled, placed and finished without stripping of the bituminous material from the aggregate. To help prevent stripping, the mixed material shall be stocked no higher than 1.2 meters (4 feet) for the first 48 hours.

The mineral aggregate shall be clean and the surface dry prior to mixing. The temperatures of the bituminous material, aggregate and the resulting mixture shall be maintained as follows:

Bituminous Material	Temperature Range °C (F)		
	Aggregate	Bituminous Material	Mixture
MC-400	4-60 (40-140)	65-88 (150-190)	--
MC-800	4-60 (40-140)	74-96 (165-205)	--
E-10 and CMS-2s	Appropriate for specified mix temperature	60-79 (140-175)	88-121 (190-250)

When E-10 or CMS-2s Emulsified Asphalts are used, the temperature requirements on the aggregate and the mixture can be waived by the Engineer, if it is demonstrated that the mix can be prepared with unheated aggregate without any coating or stripping problems, during production and stockpiling.

To help prevent drainage of bituminous binder in the stockpile, the mixing temperature shall be held as low as practicable within the ranges specified above.

The following two tests on the mixture, freshly prepared or taken from the stockpile, shall be performed by the contractor in the presence of a Department representative. The mixture shall be rejected if it fails these tests.

Water Resistance Rest

Place approximately 100 grams of uncured mixture into a clean one-liter (one Quart) Mason Jar. Fill the jar about half full with distilled water and place the lid loosely on top. Place the jar in an oven at 60 +/- 3°C (140 +/- 5 °F) for 16 to 18 hours. Remove the jar from oven, tighten lid and shake vigorously for 5 minutes. Decant the water from jar and spread the mixture on an absorbent paper for visual observation of the coating. The aggregate shall be at least 90% coated with a bituminous film.

Workability Test

Approximately 2.5 kg (five pounds) of the mixture shall be cooled to -7 °C (20 °F) in the laboratory. After cooling the mixture shall be capable of being broken up readily with a spatula having a blade length of approximately 200 mm (8 inches). This test shall be performed when the mixture is produced or used between November 1 and March 1. If the mixture is not workable at -7 °C (20 °F), it shall be rejected and proper modification to the composition of the mixture (such as an increase in percent asphalt residue or gradation changes) shall be made.

(c) **Inspection, Sampling and Approval.** Inspection, sampling and approval shall conform to the requirements of Section 483. Failure to comply with these requirements may be caused to suspend plant approval for the production of stockpile patching material.

(d) **Delivery of Mixture.** When delivered as a hot mixture it shall be hauled to the work site as required in Section 401.3(c) and have satisfactory workability and setting quality at the time of delivery.

485.4 METHOD OF MEASUREMENT – The tonnage will be measured and determined from the actual plant batch reports as recorded by a representative of the Department assigned to the work.

485.5 BASIS OF PAYMENT – The bituminous stockpile patching material will be paid for at the contract price per ton (ton), at the work site or other destination as specified in the proposal.