



*John P. Kelly, Director
Frank Sadeghi, Deputy Director
Robert S. Arace, Commissioner
Jennifer Bacchione, Commissioner
Virginia E. Haines, Commissioner*

Jennifer L. Bowens, Purchasing Agent

*County of Ocean
Administration Building
101 Hooper Avenue
Toms River, NJ 08754*

BID
ASPHALT MATERIALS

2025

***ADVERTISEMENT DATE: September 10, 2025
OPENING: September 30, 2025, 11:00 am***

Bid Category: 13- Highway Road Equipment, Materials, and Related Equipment

Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **ASPHALT MATERIALS** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, September 30, 2025 at 11:00 am**, prevailing time.

Bids will be received electronically via the County's Online Procurement Portal. Specifications are available on the Procurement Portal or for viewing only, in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

JOHN P. KELLY, Director

JENNIFER L. BOWENS, Purchasing Agent

Contact Information and Project Timeline

Summary

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the goods or services described and specified herein.

Contact Information

For further information regarding these specifications, contact

Jessica Hannold

Assistant Purchasing Agent

101 Hooper Ave.

Room 224

Toms River, NJ 08753

Email: ocpurchasing@co.ocean.nj.us

Phone: [\(732\) 929-2103](tel:(732)929-2103)

Department:

Roads

Timeline

Advertising Date	September 10, 2025
Bid Opening Date	September 30, 2025, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

Important Instructions for Electronic Submittal

Instructions for Electronic Bid Submission

The County is accepting electronic bid submissions with Open Gov by following these instructions:

Sign up for a FREE account at <https://procurement.opengov.com/portal/oceancounty>

Once you have completed account registration, browse back to this page: [County's OpenGov Electronic Bid Portal](https://procurement.opengov.com/portal/oceancounty/) (<https://procurement.opengov.com/portal/oceancounty/>)

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

It is important to note that this process should be completed well in advance of the bid deadline / bid opening. DO NOT WAIT UNTIL THE LAST MINUTE. The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the OpenGov bid submission page.

Instructions to Bidders

Bid Opening

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, September 30, 2025.

Electronic Bid Submissions

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

Deadline Instructions

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

Completion of all Documents

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

NOTE: In order to access any DocuSign forms in this solicitation, you must first click "Draft Response".

Instructions on how to access the forms through DocuSign are available in the Attachments. Please note that in order to view the forms as a .pdf document, you must access DocuSign first. Once you access DocuSign, the option to download, save, print and complete the forms becomes available

Right to Reject

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

Bidder Default

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

Indemnity

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may

enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

Specifications

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

Bid Security

NO BID SECURITY

Performance Bond

NO PERFORMANCE BOND

Pricing Proposal

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

Pricing

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

Payment

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

Discrepancy in Pricing

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

Award Timeframe

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

Equal or Tie Bids

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

Tax Exempt

The County of Ocean is exempt from any State sales tax or Federal excise tax.

Equivalent Product

When offering an equivalent product, the bidder must clearly specify any variations from the stated specifications, regardless of how minor. The County will determine whether the proposed item meets or exceeds the specified product based on its quality, performance, and suitability for the intended use. Where equivalent equipment is offered, the County will determine if the proposed item is equal to or better than specified.

Evaluation

In addition to pricing, evaluation will include an assessment of quality, adherence to specifications, suitability for the County's needs, delivery terms, and warranty provisions. If no deviations from the specifications are noted, the bid will be assumed to be fully compliant with the stated requirements.

Quantities

The quantities shown on the pricing proposal are **estimates only**, and Ocean County will not guarantee any minimum purchase. The County reserves the right to decrease or omit quantities as needed over the course of the contract. The county will not consider any minimum requirements imposed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3. *Note: Actual orders are placed upon receipt of a Purchase Order, on an as needed basis. The County will not be responsible to pay for any product that was not ordered through a Purchase Order.*

Delivery of Goods and Services

Delivery of items shall only be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

American Goods and Products

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

No Assignment

This agreement shall not be assigned without the written consent of the County of Ocean.

NJ One Call

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

Prevailing Wage & Labor Laws

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml>

All Certified Payrolls for Public Works Projects **must** be submitted online via the New Jersey Wage Hub website which can be accessed through the following link: <https://njwages.nj.gov/>. Certified payrolls must be submitted within ten (10) days of the payment of wages for each pay period, **both** online via New Jersey Wage Hub and hard copy to the contracting unit.

Special Surety Bid Requirements for Certain Construction Projects

The attention of the bidder is called to the provisions of N.J.S.A. 2A:44-143 which requires that the County of Ocean shall only accept performance and payment bonds from surety companies

meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Pay to Play Requirements

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of

\$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Statement of Ownership

The provisions of N.J.S.A. 52:25-24.2 apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Disclosure of Investment Activities in Iran.

Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Insurance Requirements

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability Details

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Proof of Insurance

Copies of each insurance certificate shall be furnished to the County when requested.

Certificate of Insurance

Upon contract award, when a Certificate of Insurance is required, it shall be provided to Ocean County listing the County as an additional insured, as follows:

County of Ocean, 101 Hooper Avenue, P.O. Box 2191, Toms River, NJ 08754-2191

Open Public Records Act (OPRA)

**** ATTENTION****

Responses received pursuant to this solicitation are subject to complete disclosure pursuant to the Open Public Records Act. Please note that disclosure includes any and all attachments and addenda supplementing the solicitation response. Accordingly, please do not include personal identifying information in any supplementary documents submitted with the solicitation response.

County Cooperative Contract Purchasing System

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is:

CK-02-OC

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check (✓) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

Award Method

Contract will be awarded on a line item basis. The county reserves the right to award multiple contracts.

Specifications and Scope of Work

SCOPE OF WORK

See "Attachments", "Project Documents" for detailed specifications.

Intent

CONTRACT TERMS

The contract shall be one (1) year beginning December 4, 2025, through December 3, 2026,, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

INTENT

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials described and specified herein.

NO ASSIGNMENT

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

OWNERSHIP DISCLOSURE

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

BID REVIEW

Bids may be reviewed at the bid opening and results will be made available online through the County's procurement portal once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

EVALUATION

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified.

AVAILABILITY OF FUNDS

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

MODIFICATIONS AND WITHDRAWALS

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

USE OF OTHER NAMES AND REFERENCES

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

QUALITY

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

WARRANTY

Manufacturer's warranty shall apply.

MODEL INFORMATION REQUIRED

The manufacturer, make or exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent."

AVAILABILITY AND DELIVERY

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the County reserves the right to request this information prior to the award of contract.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

CURRENT BID RESULTS

If there is a current contract in place for this bid, those results may be obtained by accessing our procurement portal at the below link:

<https://procurement.opengov.com/portal/oceancounty>

Once you have clicked the link, click "Advanced Search" to begin searching for the current opportunity.

Americans with Disabilities Act

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 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. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Mandatory Equal Employment Opportunity

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The 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.

In conforming with the targeted employment goals, the 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Vendor Questionnaire

OpenGov Vendor Account Verification*

I hereby confirm that I am logged into OpenGov using an account directly associated with the Business Name (and corresponding Tax ID number) as provided in all solicitation documentation. I fully understand that, if awarded a contract with Ocean County, the company information listed in the Contract Information Field will be used for the preparation of all contract documents. *Failure to adhere to these requirements may result in the rejection of this bid.*

☐ Please confirm

*Response required

County Cooperative Contract Purchasing System*

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in [Instruction to Bidders](#) .

☐ Yes

☐ No

*Response required

DOCUMENTS TO BE EXECUTED*

Documents include:

- Signature Page
- Non-Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Disclosure of Investment Activities in Iran
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

Please note: The County's preferred method of submission is DocuSign.

DOCUSIGN WORKS BEST IN THE GOOGLE CHROME BROWSER

[Click here to go to the form](#)

*Response required

CONTRACT INFORMATION*

Should your company be awarded a contract with Ocean County, please provide the contact name and physical mailing address where the contract documents should be mailed. *(no email addresses, please!)*

*Response required

Copy of Bidder's Certificate of Employee Information Report

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302 for Goods and Services; Form AA201 for Construction). This form is available [here](#).

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS ON THE AFFIRMATIVE ACTION DOCUMENT:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

If yes, please upload a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

If yes, please upload a photocopy of such certificate.

Please note, the only acceptable file forms are as follows:

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)
Images (jpg, png, bmp, tif)**

Copy of Bidder's New Jersey Business Registration Certificate

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

https://www1.state.nj.us/TYTR_BRC/jsp/BRCLLoginJsp.jsp

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

Please note, the only acceptable file forms are as follows:

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)
Images (jpg, png, bmp, tif)**

Mandatory Equal Employment Opportunity Statement*

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

☐ Yes

☐ No

*Response required

Americans with Disabilities Act Provisions*

Does the BIDDER comply with the [#Americans with Disabilities Act Provisions?](#)

☐ Yes

☐ No

*Response required

Location of Plant*

Please provide the address of the plant's location.

*Response required

ADDITIONAL DOCUMENTATION

Please add any additional documentation you wish to be considered here.

Acknowledgement of Submission of Forms from Current Bid Package*

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

☐ Please confirm

*Response required

Submission of Bid Package*

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

☐ Please confirm

*Response required

Pricing Proposal

ASPHALT MATERIALS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments:
1	Hot Mix Asphalt 19M64 Base Course	3,000	TON				
2	Hot Mix Asphalt 9.5M64 Surface Course	45,000	TON				
3	Hot Mix Asphalt 4.75M64 Surface Course	500	TON				
4	Hot Mix Asphalt 12.5M64 Surface Course	20,000	TON				
5	Open Graded Friction Course	4,000	TON				
6	Asphalt Price Adjustment (this item will be awarded to all vendors awarded Item #'s 1, 2, 3, 4 and/or 5)	1	LS	\$300,000.00			
7	High Performance Patch	2,000	TON				

FURNISHING OF ASPHALT MATERIALS**SUPPLEMENTARY SPECIFICATIONS****INSTRUCTIONS TO BIDDERS**

The work performed under this Contract shall comply strictly with all the requirements of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction for 2019, except as amended, modified or supplemented herein and which Specifications are made part of these Supplementary Specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are modified or changed in detail drawings prepared especially for this particular Project.

MINIMUM WAGE RATES

The minimum wage rates for labor employed on this Contract shall be as specified in the "Prevailing Wage Rate Determination" of the New Jersey Department of Labor which is in effect on the date the Project is awarded.

The Contractor is put on notice that he must pay workmen the prevailing wage rate promulgated by the New Jersey Department of Labor for this Project, copies of which are on file in the Ocean County Engineer's Office and which will be updated to the date of award and will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A.34:11:-56.25 et seq.) as amended by Chapter 64 of the Laws of 1974.

In the event it is found that any workman employed by the Contractor or any Subcontractor covered by the Contract, has been paid a rate of wages less than the prevailing wage required to be paid by the Contract the County may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his Sureties shall be liable to the County for any excess costs occasioned thereby.

SECTION 101 - GENERAL INFORMATION**101.01 Introduction.**

The following is added to this Subsection of the Standard Specifications:

Whenever any Section, Subsection, Subpart or Subheading is amended by such terms as changed to, deleted or added, it is construed to mean that it amends that Section, Subsection, Subpart or Subheading of the 2019 Standard Specifications.

Whenever any reference to page number is made, it is construed to refer to the 2019 Standard Specifications.

101.03 Terms.

All references to "Department" or "State" shall be interpreted to mean "County". All references to "Engineer", or "R.E." shall be interpreted to mean "County Engineer".

The following terms and their meanings are added to this Subsection of the Standard Specifications:

County business day, a calendar day, exclusive of Saturdays, Sundays, State recognized legal holidays, and such other holidays or County office closings as declared by the Board of Chosen Freeholders.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT**103.01 Award of Contract.**

The first paragraph of this Subsection of the Standard Specifications is changed to read as follows:

The Award of Contract, if it be awarded, will be to the lowest responsible bidders whose Proposals conform in all respects to the requirements set forth in the Contract Documents. Award will be made on a line item basis, and the County reserves the right to award multiple contracts. The County will award the Contract or reject all bids within 60 days after the bids are received. When the County cannot make an unconditional award, this time limit may be extended by mutual agreement for one (1) month interval.

The contract will be in effect for one (1) year from date of award or until delivery is complete, unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

If the governing body so desires, it may award a Contract on any one item at the lowest price bid or on the lump sum basis providing the work is so indicated in the Proposal. The foregoing sentence does not apply in the case of materials bid on a unit price basis F.O.B. Plant, Quarry or Dock. Material bid on a "picked-up" basis shall be awarded on F.O.B. unit price plus added costs and conditions as follows:

(A) Price per ton as stated in the bid

(B) Hauling costs to the County as determined by:

1) Distance computed at the round trip rate of \$0.82 per ton per mile round trip for each mile over the route selected from the point of pickup of the materials as stated in the bid to the job site of their intended use.

In order to ensure the County of Ocean the availability of bituminous asphaltic materials at the lowest possible cost to the public, multiple awards will be made. Before any purchase is authorized, the Road Department shall determine the lowest cost to the County, taking into consideration all awards and additional mileage charges from all asphalt plants to the job site, in accordance with the following sample:

	<u>ABC COMPANY</u>	<u>DEF PAVING</u>	<u>GHI ASPHALT</u>
Bid price per ton	\$26.75	\$28.25	\$30.05
Distance site to Plant to site	126	22	58
X 0.82	<u>\$103.32</u>	<u>\$18.04</u>	<u>\$47.56</u>
Total	\$130.07	\$46.29 (use)	\$77.61

In calculating the distance from the job site to the vendor's plant and back to the job site, the County will employ the most direct route, including the use of the Garden State Parkway, subject to traffic conditions.

For any given purchase authorization the vendor is required to deliver the bituminous material to the Road Department trucks at a rate of at least 200 tons per hour. Failure of the vendor to meet this delivery rate will result in diversion of the purchase to the next most eligible vendor.

SECTION 104 - SCOPE OF WORK**104.01 Intent.**

The following is added to this Subsection of the Standard Specifications:

The material and work herein designated is to be supplied for a period of one (1) year from date of award or until Delivery is complete, unless an agreement is entered into by the contracting parties to continue the Contract in force until other contracts are entered into.

SECTION 105 - CONTROL OF WORK**105.04 Plans and Specifications.**

All references to copies of the Standard Specifications within this Subsection of the Standard Specifications are hereby deleted.

Copies of the Standard Specifications may be obtained from the New Jersey Department of Transportation.

SECTION 108 - PROSECUTION AND COMPLETION**108.15 Termination of Contract.**

The following is added after the first paragraph of this Subsection of the Standard Specifications:

The County also reserves the right to terminate the Contract or any portion thereof, at any time, upon a determination by the County Engineer, in his sole discretion, that such termination is in the best interest of the County.

SECTION 160-PRICE ADJUSTMENTS**160.03.01 Fuel Price Adjustment**

This subsection is deleted and there will be no fuel price adjustment included in this contract.

160.03.02 Asphalt Price Adjustment

Note 1 of the third paragraph is changed to:

1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons used.

The following is added to this Subsection of the Standard Specifications:

For quantities of hot mix asphalt below 1,000 tons, there will not be any asphalt price adjustment if the total hot mix asphalt used on the project remains under 1,000 tons.

For quantities of hot mix asphalt below 1,000 tons which, during construction, it is necessary to exceed 1,000 tons, an asphalt price adjustment will be applied to only that amount over 1,000 tons.

For projects with original contract bid quantities of hot mix asphalt over 1,000 tons, an asphalt price adjustment will be applied to the total amount of asphalt used on the job.

SECTION 160-PRICE ADJUSTMENTS(CONT'D)**106.04 Measurement and Payment**

If market conditions are such where an Asphalt Price Adjustment is necessary, payment will be made by Purchase Order.

SECTION 401 - HOT MIX ASPHALT (HMA) COURSES**401.01 Description.**

The following is added to this Subsection of the Standard Specifications:

This work shall consist of the Furnishing of Hot Mix Asphalt 19 M64 Base Course; Hot Mix Asphalt 12.5 M64 Surface Course; Hot Mix Asphalt 9.5 M64 Surface Course; Hot Mix Asphalt 4.75 M64 Surface Course; Open Graded Friction Course; and High Performance Patch, UPM Permanent Pavement Repair Material as manufactured by Unique Paving Materials, or Approved Equal which shall conform to Section 902 of the Standard Specifications.

401.02.01 Materials.

The following is added to the materials listed in this Subsection of the Standard Specifications:

High Performance Patch.....902.16

401.04 Measurement and Payment

The following is added:

Asphalt price adjustments will not be made for High Performance Patch.

The following is added to the item listing in this Subsection of the Standard Specifications:

<u>Pay Item</u>	<u>Pay Unit</u>
Hot Mix Asphalt 19M64 Base Course	Ton
Hot Mix Asphalt 12.5 M64 Surface Course	Ton
Hot Mix Asphalt 9.5 M64 Surface Course	Ton
Hot Mix Asphalt 4.75 M64 Surface Course	Ton
High Performance Patch	Ton
Open Graded Friction Course	Ton

SECTION 901 - AGGREGATES**901.03.01 Broken Stone.**

The following is added to this subsection:

Broken Stone used for hot mix asphalt surface courses shall contain no carbonate rock.

SECTION 902 - ASPHALT**902.02.02 Composition of Mixtures.**

The following is added:

The composition of the mixture for the hot mix asphalt surface course shall be coarse aggregate, fine aggregate, mineral filler, asphalt cement and may also include up to 10 percent of Reclaimed Asphalt Pavement (RAP)

The composition of the mixture for hot mix asphalt base and intermediate course shall be coarse aggregate, fine aggregate, mineral filler, asphalt cement and may also include up to 10 percent of Reclaimed Asphalt Pavement (RAP) and/or up to 5 percent crushed recycled container glass for a combined total of up to 15 percent recycled materials.

902.02.03 Mix Design.

The following is added to this subsection:

Unless otherwise approved by the engineer, only one source of supply for hot mix asphalt surface course may be used on the project.

The following is added to this Section:

SECTION 902 - ASPHALT

*****NOTE*****

**THE FOLLOWING SUBSECTION 902.02.04A AND TABLE 902-2A
MAY BE USED AS AN ALTERNATE TO THE SAMPLING AND
TESTING PROVISIONS LISTED IN SUBSECTION 902.02.04 TO
DETERMINE CONFORMANCE TO THE JOB MIX FORMULA**

902.02.04A Sampling and Testing (Alternate).

Any independent testing agency and/or laboratory performing the services necessary for sampling, testing and/or analysis by this alternate method shall have their procedures and equipment inspected at least every two years by the AASHTO Materials Reference Laboratory of the National Bureau of Standards. The two year inspection may be modified by the AASHTO Materials Reference Laboratory according to their tour schedules. Copies of the inspection reports shall be made available to the engineer upon request.

Along with the test results submitted to the engineer, the laboratory shall also submit the testing worksheets showing the test methods used, including the calculations. All results will be compared to the Job Mix Formula for the project. Adjustment calculations will be submitted to the engineer.

The technician who performs the acceptance testing for the testing agency and/or laboratory shall be certified by the Society of Asphalt Technologists of New Jersey, Inc. as an Asphalt Technologist.

All testing agencies and/or laboratories must be in possession of a Certificate of Accreditation from the AASHTO Materials Reference Laboratory in order to provide the required services for sampling, testing and/or analysis by this alternate method. A copy of a current Certificate of Accreditation shall be for, at least, the following test methods:

SECTION 902 – ASPHALT (CONT'D)**902.02.04A Sampling and Testing (Alternate). (Cont'd)**

AASHTO T30 - Mechanical Analysis of Extracted Aggregate.

AASHTO T164 - Quantitative Extraction of Bitumen from Bituminous Paving Mixtures.

AASHTO T166 - Bulk Specific Gravity of Compacted Bituminous Mixtures.

AASHTO T209 - Maximum Specific Gravity of Bituminous.

(D) Acceptance Testing and Requirements:

Conformance to Job Mix Formula shall be determined on the basis of the average of five 8-inch diameter drilled cores taken from random locations in a lot. A lot should be a maximum of 10,000 square yards in area and will apply to all projects whether the project payment quantities for hot mix asphalt surface courses or hot mix asphalt base course are measured on a square yard or ton basis.

When a drill fails to procure a whole core, the drill shall be moved a distance of not more than 5 feet and an alternate core obtained. When a project involves the improvement of several individual streets, or several sections of the same street, the lot shall be determined by the area of each street and if less than the required lot area, the next street or section paved shall be added to complete the approximate area of the lot. All lots shall be approximately equal in size. The number of lots for the project shall be based on the next higher whole number derived by dividing the total pavement square yardage by 10,000.

Where more than one Job Mix Formula is used for a mixture, the contractor shall supply the engineer with a record of the location of mixture placement on the project by Job Mix Formula. This shall be supplied to the engineer daily.

A minimum of 5 cores shall be taken from the hot mix asphalt surface courses or hot mix asphalt base course from each project.

The average of the test results for the five samples of a lot shall conform to the Job Mix Formula within the applicable tolerances of Table 902-2A. Payment for any lot which does not comply with these requirements shall be reduced in accordance with Table 902-6A. The engineer may order removal of any lot subject to the maximum reduction. Reductions for non-conformance of range and stability requirements shall not apply if this drilled core alternate method is used to determine conformance to Job Mix Formula.

Table 902-2 is replaced by the following when the Alternate Subsection 902.02.04A method of sampling and testing is used.

SECTION 902 – ASPHALT (CONT'D)**Table 902-2A Tolerance from Job Mix Formula for Average of Five Samples**

Sieve Size All Plants	Tolerance Percentage (Plus or Minus)			
	19M64	12.5M64	9.5M64	4.75M64
No. 8		5.0	5.0	5.0
No. 200	1.6	1.6	1.6	1.6
Asphalt	0.55	0.55	0.55	0.55

Table 902-3A Tolerances from Job Mix Formula for Average of N Samples from a Short Lot

Gradation Mix No.		19M64	12.5M64	9.5M64
Number of Samples	Sieve Size All Plants	Tolerance Percentage (Plus or Minus)		
4	No. 8	5.0	4.5	4.5
4	No. 200	1.6	1.6	1.6
HMA (Drum Mix Plants)		0.50	0.50	0.50
HMA (Fully Automated Batch Plants)		0.15	0.15	0.15
3	No. 8	6.0	5.0	5.0
3	No. 200	1.8	1.8	1.8
HMA (Drum Mix Plants)		0.60	0.60	0.60
HMA (Fully Automated Batch Plants)		0.20	0.20	0.20
2	No. 8	7.0	6.5	6.5
2	No. 200	2.2	2.2	2.2
HMA (Drum Mix Plants)		0.70	0.70	0.70
HMA (Fully Automated Batch Plants)		0.25	0.25	0.25

Table 902-4A Tolerances for Range of Five Samples or Less

Gradation Mix No.		19M64	12.5M64	9.5M64
Sieve Size-All Plants		Tolerance Percentage		
No. 8		16.0	13.0	13.0
No. 200	4.8	4.8	4.8	
HMA (Drum Mix Plants)		1.5	1.5	1.5
HMA (Fully Automated Batch Plants)		0.4	0.4	0.4

For any one characteristic, the range is the absolute difference between the smallest and largest value in the lot.

SECTION 902 –ASPHALT(CONT'D)

Table 902-6A Reduction per Lot Due to Nonconformance to Job Mix Formula and Range in the Characteristics of Asphalt Content or Aggregate Passing No. 8 or No. 200 Sieve. (See Note 1)

Deviation of average of five samples or less From a lot beyond applicable tolerances In Tables 902-2A and 902-3A above. (Percent of tolerance in Table 902-2A Above for the applicable type plant)	Reduction per Lot
1 to 50.....	2%
51 to 100.....	5%
Over 100.....	10%
Deviation of sample range beyond applicable Tolerance in Table 902-4A above. (Percent of tolerance in Table 902-4A Above for the applicable type plant)	Reduction per Lot
Greater than 0.....	5%

Note 1: Where more than one reduction due to nonconformance to job mix formula is applicable to a lot, only
 The greatest single reduction will be used.

The following is added to Section 902:

902.16 High Performance Patch

A. General.
The High Performance Patch shall be the UPM Permanent Pavement Repair Material as manufactured by Unique Paving Materials or an approved equal.

These bituminous patching mixes are designed in various seasonal grades for use when the outside ambient temperature is in the range of -15°F (-26°C) to 100°F (38°C). Each grade shall be manufactured specifically to accommodate anticipated climatic conditions. These Grades shall consist of Winter Mix, Spring/Fall Mix and Summer Mix.

The bituminous patching mix shall consist of asphalt and aggregate within prescribed quantities to make a mixture, which will provide satisfactory coating, workability and adhesion characteristics. The patching mixture will be available in grades to function as a patch during cold and damp or during hot weather in bituminous and concrete pavement. The asphalt blend and aggregate shall conform to the following requirements.

No recycled concrete aggregate or reclaimed asphalt pavement (RAP) shall be permitted in the bituminous patching mix. Aggregate shall be clean and virgin.

The asphalt blend and aggregate shall conform to the following requirements:

SECTION 902 – ASPHALT (CONT'D)**B. Liquid Asphalt:**

No reclaimed asphalt pavement (RAP) shall be allowed in the liquid asphalt blend.

The bituminous material blend shall meet the following requirements:

Kinematic Viscosity @ 140°F (60°C)	ASTM D 2170	350 to 4000 cent (mm ² /s)
Flash Point, Tag Open Cup	ASTM D 1310	200°F (93°C) minimum
Percentage of Water	ASTM D 95	Less Than 0.2%
Distillation to 680°F (360°C)	ASTM D 402	See Values Below

Temperature	Volume % Total Distillate Minimum/Maximum		Volume % Original Sample Minimum/Maximum	
To 437°F (225°C)	0	0	0	0
To 500°F (260°C)	0	0.5	0	0
To 600°F (316°C)	10	65	0	18
Residue from distillation to 680°F (360°C) % Volume by Difference			73	95

TESTS ON RESIDUE FROM DISTILLATION

Absolute viscosity @ 140°F (60°C)	ASTM D 2171	75 to 425 Poise (10 ⁻¹ Pa x s)
Penetration, Modified with Cone	ASTM D 5*	180 minimum
Ductility, 39°F (4°C), 1 cm/minute	ASTM D 113	100 minimum
Solubility in Trichloroethylene	ASTM D 2042	99.0% minimum

* Make this test in accordance with ASTM Method D 5, except utilize a penetration cone in place of the standard penetration needle. The cone shall conform to the requirements given in ASTM Method D 217, except that the interior construction may be modified as one desires. The total moving weight of the cone and attachments must be 150 ± 0.1 grams. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and decant water from the top of the sample before transferring from the bath to the penetrometer.

SECTION 902 - ASPHALT (CONT'D)**C. Aggregate**

The aggregate shall be clean and virgin crushed stone and shall meet the following requirements:

SIEVE ANALYSIS**ASTM C 136**

Sieve	#9 ASTM D 448 Percent Passing	COMBINATION #9 & #89 Percent Passing	#89 ASTM D 448 Percent Passing
1/2" (12.5 mm)	-	100	100
3/8" (9.5 mm)	100	90 - 100	90 - 100
# 4 (4.75 mm)	85 - 100	55 - 85	20 - 55
# 8 (2.36 mm)	10 - 40	5 - 40	5 - 30
# 16 (1.18 mm)	0 - 10	0 - 10	0 - 10
# 50 (0.30 mm)	0 - 5	0 - 5	0 - 5

C. Aggregate (Cont'd)

Soundness Loss (Sodium, 5 cycles)	ASTM C 88	12.0 maximum
Los Angeles Abrasion Loss	ASTM C 131	45.0% maximum
Specific Gravity	ASTM C 127	2.45-2.85
Absorption	& 128	3.0% maximum
Minus 200 Sieve (0.075mm) Wash Loss	ASTM C 117	2.5% maximum

D. Preparation of Mixture:

The producer will provide a paved stockpile pad or an established material base of the same product as bid in the specifications. The pad or material base shall be solely committed to this product during the contract period.

The asphalt shall be heated to a temperature between 185° - 265°F (85° - 130° C).

The mixture shall consist of an aggregate and asphalt combined in a pug mill in the following proportions:

Asphalt	5.0 to 6.5%
Aggregate	95.0 to 93.5%

Under any of the above conditions the minimum amount of heat necessary to obtain coating or facilitate the operation of the plant may be utilized not to exceed under any circumstance 175°F (80°C).

When producing in a batch plant, wet mix time in the pug mill should be typically in the range of 30 to 45 seconds or until the aggregate is uniformly coated (greater than 95%) as outlined in ASTM D 2489.

SECTION 902 – ASPHALT(CONT'D)**E. Mixture:**

The mix shall meet the following requirements:

Coating	ASTM D 2489	Greater than 95%
Stripping in distilled water ¹	Visual	Less than 5%
Extraction of Bituminous Material	ASTM D 2172	3.5 min. 9.0% max.
Sieve Analysis of Extracted Aggregate	ASTM C 136	See Aggregate Specification
Minus 200 (0.075mm) Of Extracted Aggregate	ASTM C 117 & ASTM C 136	4.0% Maximum ²
Shelf Life of 100 Tons or more	One-Year Minimum	

Note 1: Place approximately 100 grams in a 250 ml glass beaker and cover with distilled water for 24 hours before observation.

Note 2: This value shall not be confused with the 2.5% maximum allowed for the Minus 200 (0.075mm) Wash Loss on the raw aggregate before the production of the high performance patch. That value is necessary to minimize the effect of the plant when producing the finished high performance patch.

F. Performance Guarantee:

The supplier of the material shall guarantee the performance of the mix to meet the following requirements:

- A. The material shall remain workable to accommodate climatic conditions, in an uncovered stockpile of 100 tons or more, if applicable, for a period of not less than 12 months
- B. Smaller quantities must be reasonably covered.
- C. Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up or ravel-out within a period of 12 months from the time of repair.

In the event the material furnished does not meet all of the above requirements, the supplier shall replace the unsatisfactory with acceptable material. The acceptable material shall be provided and delivered at no extra charge to the Department.