| | |
|---|---|
| **Control** | **6464-26-001** |
| **Project** | **RMC - 646426001** |
| **Highway** | **US0075** |
| **County** | **COLLIN** |

# ADDENDUM ACKNOWLEDGMENT

**Each bidder is required to acknowledge receipt of an addendum issued for a specific project. This page is provided for the purpose of acknowledging an addendum.**

FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.

In order to properly acknowledge an addendum place a mark in the box next to the respective addendum.

ADDENDUM NO. 1 ☐

ADDENDUM NO. 2 ☐

ADDENDUM NO. 3 ☐

ADDENDUM NO. 4 ☐

ADDENDUM NO. 5 ☐

In addition, the bidder by affixing their signature to the signature page of the proposal is acknowledging that they have taken the addendum(s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded by the Commission or other designees.

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| | |
|---|---|
| **Control** | **6464-26-001** |
| **Project** | **RMC - 646426001** |
| **Highway** | **US0075** |
| **County** | **COLLIN** |

# PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

**2014 SPECIFICATIONS**

**WORK CONSISTING OF SPECIALTY MARKINGS**

**COLLIN COUNTY, TEXAS**

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in 86 working days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union made payable to the Texas Transportation Commission in the following amount:

FIVE THOUSAND (Dollars) **( $5,000 )**

A bid bond may be used as the required proposal guaranty. The bond form may be detached from the proposal for completion. The proposal may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

Any addenda issued amending this proposal and/or the plans that have been acknowledged by the bidder, become part of this proposal.

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

- **Signed: ****

(1) _____ (2) _____ (3) _____

**Print Name:**

(1) _____ (2) _____ (3) _____

**Title:**

(1) _____ (2) _____ (3) _____

**Company:**

(1) _____ (2) _____ (3) _____

- Signatures to comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

*** When the working days field contains an asterisk (*) refer to the Special Provisions and General Notes.**

# NOTICE TO CONTRACTORS

**ANY CONTRACTORS INTENDING TO BID ON ANY WORK TO BE AWARDED BY THIS DEPARTMENT MUST SUBMIT A SATISFACTORY "AUDITED FINANCIAL STATEMENT" AND "EXPERIENCE QUESTIONNAIRE" AT LEAST TEN DAYS PRIOR TO THE LETTING DATE.**

**UNIT PRICES MUST BE SUBMITTED IN ACCORDANCE WITH ITEM 2 OF THE STANDARD SPECIFICATIONS OR SPECIAL PROVISION TO ITEM 2 FOR EACH ITEM LISTED IN THIS PROPOSAL.**

# TEXAS DEPARTMENT OF TRANSPORTATION

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

_____

Hereinafter called the Principal, and (Surety Name) _____

_____

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the Obligee, in the sum of not less than two percent (2%) of the department's engineer's estimate, rounded to the nearest one thousand dollars, not to exceed one hundred thousand dollars ($100,000) as a proposal guaranty (amount displayed on the cover of the proposal), the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for the following project identified as:

| | |
|---|---|
| **Control** | **6464-26-001** |
| **Project** | **RMC - 646426001** |
| **Highway** | **US0075** |
| **County** | **COLLIN** |

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with the terms of such bid, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract in accordance with the terms of such bid, this bond shall become the property of the Obligee, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this _____ Day of _____ 20_____

By: _____

(Contractor/Principal Name)

_____

(Signature and Title of Authorized Signatory for Contractor/Principal)

*By: _____

(Surety Name)

_____

(Signature of Attorney-in-Fact)

*Attach Power of attorney (Surety) for Attorney-in-Fact

Impressed Surety Seal Only

**This form may be removed from the proposal.**

C U T H E R E

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# BIDDER'S CHECK RETURN

**IMPORTANT**

**The space provided for the return address must be completed to facilitate the return of your bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.**

**NOTE**

**Successful bidders will receive their guaranty checks with the executed contract.**

RETURN BIDDERS CHECK TO (PLEASE PRINT):

| |
|---|
| |
| |
| |

| | |
|---|---|
| **Control** | **6464-26-001** |
| **Project** | **RMC - 646426001** |
| **Highway** | **US0075** |
| **County** | **COLLIN** |

**IMPORTANT**

**PLEASE RETURN THIS SHEET IN ITS ENTIRETY**

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self addressed envelope.

Check Received By: _____ Date:_____

Title: _____

For (Contractor's Name): _____

Project _____ County_____

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# NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the Department at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the Department. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

**$_____**

**Total Bid Amount**

Control 0001-03-030
Project STP 2000(938)HES
Highway SH 20
County EL PASO

| ALT | ITEM | DESC | SP | Bid Item Description | Unit | Quantity | Bid Price | Amount | Seq |
|---|---|---|---|---|---|---|---|---|---|
| | 104 | 509 | | REMOV CONC (SDWLK) | SY | 266.400 | $10.000 | $2,664.00 | 1 |

EXAMPLE

Total Bid Amount _____$2,664.00_____

Signed _____
Title _____
Date _____

Additional Signature for Joint Venture:

Signed _____
Title _____
Date _____

**EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT**

# EXAMPLES

## BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

| ALT | ITEM-CODE | | | UNIT BID PRICE ONLY WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|---|---|---|---|---|---|---|---|
| | ITEM NO | DESC NO | S.P. NO. | | | | |
| | 190 | 026 | | RED OAK 1 1/2 - 1 3/4 GAL BB | EA | 9.000 | 1 |
| | | | | EXAMPLE: One hundred fifty DLRS and No CENTS | | | |

**Unit price for each plant in place**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 249 | 014 | | FLEX BASE(DEL)(DENSCOT)(TY A GR4 CL2) | TON | 56,787.00 | 14 |
| | | | | EXAMPLE: Seven DLRS and Fifty three CENTS | | | |

**Unit price for each ton of Flexible Base**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 430 | 001 | 001 | CL A CONC FOR EXT STR (CULV) | CY | 45.000 | 27 |
| | | | | EXAMPLE: Three hundred five DLRS and No CENTS | | | |

**Unit price for each cubic yard of Concrete**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 610 | 007 | 001 | RDWY ILL ASSEM(TY ST 50T-8-8)(.4 KW)S | EA | 13.000 | 7 |
| | | | | EXAMPLE: Fourteen hundred sixteen DLRS and Thirty seven CENTS | | | |

**Unit price of each Roadway Illumination Assembly**

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| ALT | ITEM-CODE | | | UNIT BID PRICE ONLY. WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|---|---|---|---|---|---|---|---|
| | ITEM NO | DESC CODE | S.P. NO. | | | | |
| | 500 | 6001 | | MOBILIZATION<br>DOLLARS<br>and CENTS | LS | 1.000 | 1 |
| | 502 | 6001 | 008 | BARRICADES, SIGNS AND TRAFFIC HANDLING<br>DOLLARS<br>and CENTS | MO | 4.000 | 2 |
| | 666 | 6054 | 007 | REFL PAV MRK TY I (W)(ARROW)(100MIL)<br>DOLLARS<br>and CENTS | EA | 28.000 | 3 |
| | 666 | 6078 | 007 | REFL PAV MRK TY I (W)(WORD)(100MIL)<br>DOLLARS<br>and CENTS | EA | 28.000 | 4 |
| | 666 | 6079 | 007 | REFL PAV MRK TY I(W)(ENTR GORE)(060MIL)<br>DOLLARS<br>and CENTS | EA | 28.000 | 5 |
| | 666 | 6081 | 007 | REFL PAV MRK TY I(W)(ENTR GORE)(100MIL)<br>DOLLARS<br>and CENTS | EA | 2.000 | 6 |
| | 666 | 6082 | 007 | REFL PAV MRK TY I(W)(EXIT GORE)(060MIL)<br>DOLLARS<br>and CENTS | EA | 28.000 | 7 |
| | 666 | 6084 | 007 | REFL PAV MRK TY I(W)(EXIT GORE)(100MIL)<br>DOLLARS<br>and CENTS | EA | 2.000 | 8 |
| | 666 | 6193 | 007 | REFL PAV MRK TY II (W) (ENTR GORE)<br>DOLLARS<br>and CENTS | EA | 2.000 | 9 |
| | 666 | 6194 | 007 | REFL PAV MRK TY II (W) (EXIT GORE)<br>DOLLARS<br>and CENTS | EA | 2.000 | 10 |

| ALT | ITEM-CODE | | | UNIT BID PRICE ONLY. WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|---|---|---|---|---|---|---|---|
| | ITEM NO | DESC CODE | S.P. NO. | | | | |
| | 666 | 6231 | 007 | PAVEMENT SEALER (ARROW)<br>DOLLARS<br>and CENTS | EA | 28.000 | 11 |
| | 666 | 6232 | 007 | PAVEMENT SEALER (WORD)<br>DOLLARS<br>and CENTS | EA | 28.000 | 12 |
| | 666 | 6350 | 007 | REFL PAV MRK TY I (W)12"(DOT)(100MIL)<br>DOLLARS<br>and CENTS | LF | 15,000.000 | 13 |
| | 677 | 6008 | | ELIM EXT PAV MRK & MRKS (ARROW)<br>DOLLARS<br>and CENTS | EA | 28.000 | 14 |
| | 677 | 6012 | | ELIM EXT PAV MRK & MRKS (WORD)<br>DOLLARS<br>and CENTS | EA | 28.000 | 15 |
| | 677 | 6013 | | ELIM EXT PAV MRK & MRKS (ENTR GORE)<br>DOLLARS<br>and CENTS | EA | 2.000 | 16 |
| | 677 | 6014 | | ELIM EXT PAV MRK & MRKS (EXIT GORE)<br>DOLLARS<br>and CENTS | EA | 2.000 | 17 |
| | 678 | 6009 | | PAV SURF PREP FOR MRK (ARROW)<br>DOLLARS<br>and CENTS | EA | 28.000 | 18 |
| | 678 | 6016 | | PAV SURF PREP FOR MRK (WORD)<br>DOLLARS<br>and CENTS | EA | 28.000 | 19 |
| | 678 | 6017 | | PAV SURF PREP FOR MRK (ENTR GORE)<br>DOLLARS<br>and CENTS | EA | 2.000 | 20 |
| | 678 | 6018 | | PAV SURF PREP FOR MRK (EXIT GORE)<br>DOLLARS<br>and CENTS | EA | 2.000 | 21 |
| | 6185 | 6002 | 002 | TMA (STATIONARY)<br>DOLLARS<br>and CENTS | DAY | 30.000 | 22 |

| ALT | ITEM-CODE | | | UNIT BID PRICE ONLY. WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|---|---|---|---|---|---|---|---|
| | ITEM NO | DESC CODE | S.P. NO. | | | | |
| | 6185 | 6005 | 002 | TMA (MOBILE OPERATION)<br>DOLLARS<br>and CENTS | DAY | 90.000 | 23 |

# CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

By signing this proposal, the bidding firm and the signer certify that the following information, as indicated by checking “Yes” or “No” below, is true, accurate, and complete.

A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of this work.

_____ YES

_____ NO

B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

# ENGINEER SEAL

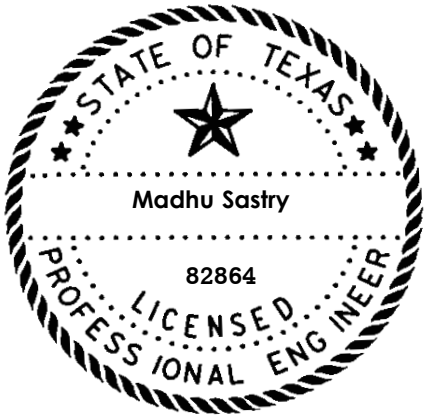
**Control** **6464-26-001**

**Project** **RMC - 646426001**

**Highway** **US0075**

**County** **COLLIN**

**The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.**




**The seal appearing on this document was authorized by**

Madhu Sastry, P.E.

**FEBRUARY 13, 2024**

**Project Number:** RMC-646426001 **Control:** 6464-26-001

**County:** Collin **Highway:** US0075

**General:**

This project consists of performing "Specialty Markings" on US 75 as detailed in the summary sheets in the Collin County Maintenance Section.

Sequence of work will be approved.

The Department reserves the right to revise schedule as it deems necessary.

Provide and maintain a dedicated email address for receipt of work orders and correspondence throughout the term of this contract. Acknowledgement of emailed work order/callouts is required no more than 12 hr. from notification.

Contractor's attention is called to the fact that all adjoining pavement sections will be protected during all phases of construction and any damages incurred due to Contractor's operation will be repaired and replaced at the Contractor's expense.

Each contract awarded by the Department stands on its own as such, is separate from other contracts. A Contractor awarded multiple contracts, must be capable and sufficiently staffed to concurrently process any or all contracts at the same time.

Coordinate work through:

Derick Davis
2205 South SH 5
McKinney, Texas 75069
972-542-2461

Bids will be received at 4777 E. Hwy 80, Mesquite, Texas 75150-6643.

Contractor questions on this project are to be addressed to the following individuals:

Jennifer Vorster, P.E. Jennifer.Vorster@txdot.gov
Derick Davis Derick.Davis@txdot.gov

Questions may be submitted via the Letting Pre-Bid Q&A web page. This webpage can be accessed from the Notice to Contractors dashboard located at the following Address:

https://tableau.txdot.gov/views/ProjectInformationDashboard/NoticetoContractors

All contractor questions will be reviewed by the Engineer. All questions and any corresponding responses that are generated will be posted through the same Letting Pre-Bid Q&A web page.

The Letting Pre-Bid Q&A web page for each project can be accessed by using the dashboard to navigate to the project you are interested in by scrolling or filtering the dashboard using the controls on the left. Hover over the blue hyperlink for the project you want to view the Q&A for and click on the link in the window that pops up.

Attention is directed to the possible presence of underground utilities owned by the Texas Department of Transportation (irrigation, signal, illumination and surveillance, communication, and control) on the right of way. Call the Department for locates at 214-320-6682 and 214-320-6205 48 hr. in advance of excavation. Contact the appropriate department of the local city or town a minimum of 48 hr. in advance of excavation.

If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Cost associated with de-energizing the power lines or other protective measures required are at no expense to the Department.

If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.

## Item 2 – Instructions to Bidders:

This project includes plan sheets that are not part of the bid proposal.

Order plans from any Reproduction Company listed at:

http://www.dot.state.tx.us/business/contractors_consultants/repro_companies.htm

View or download plans at:

http://www.dot.state.tx.us/business/plansonline/plansonline.htm

## Item 3 – Award and Execution of Contract:

This contract is Site Specific.

After written notification, work will be continuously prosecuted to completion.

The work order letter will include all roadways contained on the Summary Sheet.

## Item 7 – Legal Relations and Responsibilities:

Pre-construction safety meeting will be conducted with Contractor's personnel prior to work beginning on a continuously prosecuted contract or before each callout work request.

Attendance of this meeting will not be paid directly but considered subsidiary to the various bid items.

Holiday restrictions – the Engineer may decide that no lane closures or construction operations will be allowed during the restricted periods listed in the following holiday schedule. TxDOT has the right to lengthen, shorten, or otherwise modify these restricted periods as actual, or expected, traffic conditions may warrant. Working days will not be charged for these restricted periods. No additional compensation will be allowed for these restricted closures (i.e., overhead, delays, stand-by, barricades or any other associated cost impacts).

- New Year's Eve and Day (noon on December 31 thru 10 P.M. January 1)
- Easter Holiday weekend (noon on Friday thru 10 P.M. Sunday)
- Memorial Day weekend (noon on Friday thru 10 P.M. Monday)
- Independence Day (noon on July 3 thru 10 P.M. on July 5)
- Labor Day weekend (noon on Friday thru 10 P.M. Monday)
- Thanksgiving Holiday (noon on Wednesday thru 10 P.M. Sunday)
- Christmas Holiday (noon on December 23 thru 10 P.M. December 26)

Holiday restrictions for Independence Day, Thanksgiving Holiday, and the Christmas Holiday may be extended for the "week of" due to the nature of work being performed and the work location at the discretion of the Engineer for safety of the traveling public.

Roadway closures during the following key dates and/or special events are prohibited.

- The University of Texas vs. University of Oklahoma football game (no lane closures beginning 4 hr. prior to the event and ending 3 hr. following event completion).

## Item 8 – Prosecution and Progress:

Working days will be charged in accordance with Section 8.3.1.4, "Standard Workweek". There are 60 working days on this project.

Liquidated damages will be charged for each working day exceeding the time allowed in the work order letter.

Nighttime work is allowed in accordance with Article 8.3.3.

Notify the TxDOT office a minimum of 24 hr. before beginning striping operations.

Contractor will submit a bar chart or CPM chart for progress of schedule. Present work to begin no later than 7 calendar days from the work order letter unless otherwise approved.

Perform work during the shaded months presented in the "Schedule of Work" Table.

**TABLE 1**
**SCHEDULE OF WORK**

| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Site-Specific Work | | | | | | | | | | | | |

**Item 500 – Mobilization:**

Mobilization is lump sum.

**Item 502 – Barricades, Signs, and Traffic Handling:**

Provide traffic control in compliance with the latest edition of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), the "Traffic Control Standard Sheets" (TCSS), and as directed.

All work requiring lane closures will be performed Sunday through Thursday between 9:00 P.M. and 5:00 A.M., unless otherwise approved. Close no more than one lane at a time, unless otherwise approved. Provide proposed lane closure information to the Engineer by 1 P.M. on the day prior to the proposed closures. Furnish information for Sunday closures or closures following a national or state holiday on the last office workday prior to the closures. Do not close lanes if the above reporting requirements have not been met.

All work on traveled roadway surfaces will generally be performed at night.

Maximum length of lane closure will be 2 miles.

Traffic Control Plans with a lane closure causing backups of 10 minutes or greater in duration will be modified by the Engineer.

Erect barricades and signs in locations not obstructing the traveling public's view of the normal roadway signing or necessary sight distance.

Provide sufficient and qualified staff and equipment to revise the traffic control as directed.

Trailer all slow-moving vehicles (designed to operate 25 mph or less) crossing freeway main lanes.

When moving unlicensed equipment on or across any pavement or public highways, protect the pavement from all damage using an acceptable method.
Equipment and materials will not be left within 30 ft. of the travel lane during non-working hours.

The work performed, materials furnished and all labor, tools, and equipment necessary to complete the work for Non-Site-Specific locations under this Item will not be measured or paid for directly but will be considered subsidiary to the various bid items of this contract.

The "Force Account – Safety Contingency" has been established for this project and is intended to be utilized for work zone enhancements to improve the effectiveness of the Traffic Control Plan that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

**Item 666 – Retroreflectorized Pavement Markings:**

Pavement marking words and arrows details are contained in the Standard Highway Sign Designs for Texas (SHSD).

Placement of markings in proper alignment will be strictly enforced. Irregular lines placed on both sides of the existing markings will not be accepted.

A gravity flow applicator will be used to funnel the beads onto the stripe. Truck speed will be slow enough to ensure that the beads drop onto the stripe and do not roll in the paint film.

All stripes will be applied in 1 coat.

Layout work will be required where markings have been obliterated, sealed, or overlaid.

All equipment will be capable of maintaining a continuous work schedule to the satisfactory completion of the project. Equipment used for the contract will be equipped with footage counters capable of measuring the linear footage placed. Counters must be calibrated prior to the beginning of striping operations.

Dispose of all empty marking material containers in accordance with all federal, state, and local regulations.

**Item 6185 – Truck Mounted Attenuator (TMA):**

The total number of truck mounted attenuators (TMA) required when utilizing the traffic control standards are shown in the tables below.

| TCP 3 Series | Scenario | Required TMA/TA |
|---|---|---|
| (3-1)-13 | All | 2 |
| (3-2)-13 | All | 3 |

| TCP 6 Series | Scenario | | Required TMA/TA | |
|---|---|---|---|---|
| (6-1)-12 | A | B | 1 | 2 |
| (6-2)-12 / (6-3)-12 | All | | 1 | |
| (6-4)-12 | A | B | 1 | 2 |
| (6-5)-12 | A | B | 1 | 2 |

Shadow vehicles equipped for truck mounted attenuators (TMA) for mobile and stationary operations must be available for use at any time as determined by the Engineer.

The Contractor will be responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMA needed for the project for those times per plan requirements. Additional TMAs used that are not specified in the plans in which the Contractor expects compensation will require prior approval from the Engineer.

When TMA's are paid by the hour or day, "ready for operation" is defined as all equipment, material, personnel, etc. are present on the project ready to begin work.

CONTROL : 6464-26-001
PROJECT : RMC - 646426001
HIGHWAY : US0075
COUNTY : COLLIN

TEXAS DEPARTMENT OF TRANSPORTATION

**GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS**

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS (316)(502)(662)(677)(678)<6438>
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (300)(302)(316)<3096>
ITEM 678 PAVEMENT SURFACE PREPARATION FOR MARKINGS (677)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

SPECIAL PROVISION "NONDISCRIMINATION" (000---002)
SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)" (000--1019)
SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000--1243)
SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS" (000---659)
SPECIAL PROVISIONS TO ITEM 2 (002---013)(002---014)(002---015)
SPECIAL PROVISIONS TO ITEM 3 (003---011)(003---013)
SPECIAL PROVISIONS TO ITEM 5 (005---002)(005---003)
SPECIAL PROVISIONS TO ITEM 6 (006---001)(006---012)
SPECIAL PROVISIONS TO ITEM 7 (007---004)(007---010)(007---011)(007---013)
SPECIAL PROVISIONS TO ITEM 8 (008---030)(008---033)(008---054)
SPECIAL PROVISIONS TO ITEM 9 (009---010)(009---016)
SPECIAL PROVISION TO ITEM 502 (502---008)

SPECIAL PROVISION TO ITEM 666 (666---007)
SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 6185 (6185--002)

SPECIAL SPECIFICATIONS:
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ITEM 3096 ASPHALTS, OILS, AND EMULSIONS
ITEM 6185 TRUCK MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 6438 MOBILE RETROREFLECTIVITY DATA COLLECTION FOR PAVEMENT MARKINGS

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

# CHILD SUPPORT STATEMENT

**Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.**

# CONFLICT OF INTEREST CERTIFICATION

Pursuant to Texas Government Code Section 2261.252(b), the Department is prohibited from entering into contracts in which Department officers and employees have a financial interest.

By signing the Contract, the Contractor certifies that it is not prohibited from entering into a Contract with the Department as a result of a financial interest as defined under Texas Government Code Section 2261.252(b), and that it will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest with the Department.

The Contractor also certifies that none of the following individuals, nor any of their family members within the second degree of affinity or consanguinity, owns 1% or more interest or has a financial interest as defined under Texas Government Code Section 2261.252(b) in the Contractor:

- Any member of the Texas Transportation Commission; and
- The Department's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, and Director of Contract Services.

Violation of this certification may result in action by the Department.

# E-VERIFY CERTIFICATION

Pursuant to Texas Transportation Code §223.051, all TxDOT contracts for construction, maintenance, or improvement of a highway must include a provision requiring Contractors and subcontractors to use the U.S. Department of Homeland Security's E-Verify system to determine employment eligibility. By signing the contract, the Contractor certifies that prior to the award of the Contract:

- the Contractor has registered with and will, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of all persons hired to perform duties within Texas during the term of the agreement; and
- the Contractor will require that all subcontractors also register with and, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of the subcontract to determine the eligibility of all persons hired to perform duties within Texas during the term of the agreement.

Violation of this requirement constitutes a material breach of the Contract, subjects a subcontractor to removal from the Contract, and subjects the Contractor or subcontractors to possible sanctions in accordance with Title 43, Texas Administrative Code, Chapter 10, Subchapter F, "Sanctions and Suspension for Ethical Violations by Entities Doing Business with the Department."

# Certification Regarding Disclosure of Public Information

Pursuant to Subchapter J, Chapter 552, Texas Government Code, contractors executing a contract with a governmental body that results in the expenditure of at least $1 million in public funds must:

1) preserve all contracting information* as provided by the records retention requirements applicable to Texas Department of Transportation (TxDOT) for the duration of the contract,
2) on request of TxDOT, promptly provide any contracting information related to the contract that is in the custody or possession of the entity, and
3) on completion of the contract, either:
    A. provide, at no cost to TxDOT, all contracting information related to the contract that is in the custody or possession of the entity, or
    B. preserve the contracting information related to the contract as provided by the records retention requirements applicable to TxDOT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By entering into Contract, the Contractor agrees to:

- provide, or make available, to TxDOT and any authorized governmental investigating or auditing agency all records, including electronic and payment records related to the contract, for the same period provided by the records retention schedule applicable to TxDOT, and
- ensure that all subcontracts include a clause requiring the same.

* As defined in Government Code §552.003, "Contracting information" means the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
2) solicitation or bid documents relating to a contract with a governmental body;
3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

# CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel, as defined in Government Code §808.001, and will not boycott Israel during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Violation of this certification may result in action by the Department.

# CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code §809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. “Boycott” means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

# CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code §2274.001, and
2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association's status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.

# Special Provision to Item 000
# Nondiscrimination

## 1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

## 2. DEFINITION OF TERMS

Where the term “contractor” appears in the following six nondiscrimination clauses, the term “contractor” is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

## 3. NONDISCRIMINATION PROVISIONS

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

3.1. **Compliance with Regulations**. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

3.2. **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

3.4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

3.5. **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- cancellation, termination or suspension of the contract, in whole or in part.

3.6. **Incorporation of Provisions**. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# Special Provision 000
# Certificate of Interested Parties (Form 1295)

Submit a notarized Form 1295, "Certificate of Interested Parties," in the following instances:

- at Contract execution for Contracts awarded by the Commission;
- at Contract execution for Contracts awarded by the District Engineer or Chief Engineer with an award amount of $1,000,000 or more; at any time an existing Contract awarded by the District Engineer or Chief Engineer increases in value to $1,000,000 or more due to changes in the Contract; at any time there is an increase of $1,000,000 or more to an existing Contract (change orders, extensions, and renewals); or
- at any time there is a change to the information in Form 1295, when the form was filed for an existing Contract.

Form 1295 and instructions on completing and filing the form are available on the Texas Ethics Commission website.

# Special Provision 000
# Important Notice to Contractors

| For Dollar Amount of Original Contract | | Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day |
|---|---|---|
| From More Than | To and including | |
| 0 | 1,000,000 | 618 |
| 1,000,000 | 3,000,000 | 832 |
| 3,000,000 | 5,000,000 | 940 |
| 5,000,000 | 15,000,000 | 1317 |
| 15,000,000 | 25,000,000 | 1718 |
| 25,000,000 | 50,000,000 | 2411 |
| 50,000,000 | Over 50,000,000 | 4265 |

In addition to the amount shown in Table 1, the Liquidated Damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.

# Special Provision 000
# Notice of Contractor Performance Evaluations

## 1. GENERAL

In accordance with Texas Transportation Code §223.012, the Engineer will evaluate Contractor performance based on quality, safety, and timeliness of the project.

## 2. DEFINITIONS

2.1. **Project Recovery Plan (PRP)**—a formal, enforceable plan developed by the Contractor, in consultation with the District, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct project-specific performance deficiencies.

In accordance with Title 43, Texas Administrative Code (TAC), §9.23, the District will request a PRP if the Contractor's performance on a project is below the Department's acceptable standards and will monitor the Contractor's compliance with the established plan.

2.2. **Corrective Action Plan (CAP)**—a formal, enforceable plan developed by the Contractor, and proposed for adoption by the Construction or Maintenance Division, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct statewide performance deficiencies.

In accordance with 43 TAC §9.23, the Division will request a CAP if the average of the Contractor's statewide final evaluation scores falls below the Department's acceptable standards for the review period and will monitor the Contractor's compliance with the established plan.

## 3. CONTRACTOR EVALUATIONS

In accordance with Title 43, Texas Administrative Code (TAC) §9.23, the Engineer will schedule evaluations at the following intervals, at minimum:

- Interim evaluations—at or within 30 days after the anniversary of the notice to proceed, for Contracts extending beyond 1 yr., and
- Final evaluation—upon project closeout.

In case of a takeover agreement, neither the Surety nor its performing Contractor will be evaluated.

In addition to regularly scheduled evaluations, the Engineer may schedule an interim evaluation at any time to formally communicate issues with quality, safety, or timeliness. Upon request, work with the Engineer to develop a PRP to document expectations for correcting deficiencies.

Comply with the PRP as directed. Failure to comply with the PRP may result in additional remedial actions available to the Engineer under Item 5, "Control of the Work." Failure to meet a PRP to the Engineer's satisfaction may result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a PRP, including consideration of sufficient time.

Follow the escalation ladder if there is a disagreement regarding an evaluation or disposition of a PRP. The Contractor may submit additional documentation pertaining to the dispute. The District Engineer's decision

on a Contractor's evaluation score and recommendation of action required in a PRP or follow up for non-compliance is final.

## 4. DIVISION OVERSIGHT

Upon request of the Construction or Maintenance Division, develop and submit for Division approval a proposed CAP to document expectations for correcting deficiencies in the performance of projects statewide.

Comply with the CAP as directed. The CAP may be modified at any time up to completion or resolution after written approval of the premise of change from the Division. Failure to meet an adopted or revised adopted CAP to the Division's satisfaction within 120 days will result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Division will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a CAP, including consideration of sufficient time and associated costs as appropriate.

## 5. PERFORMANCE REVIEW COMMITTEE

The Performance Review Committee, in accordance with 43 TAC §9.24, will review at minimum all final evaluations, history of compliance with PRPs, any adopted CAPs including agreed modifications, any information about events outside a Contractor's control contributing to the Contractor's performance, and any documentation submitted by the Contractor and may recommend one or more of the following actions:

- take no action,
- reduce the Contractor's bidding capacity,
- prohibit the Contractor from bidding on one or more projects,
- immediately suspend the Contractor from bidding for a specified period of time, by reducing the Contractor's bidding capacity to zero, or
- prohibit the Contractor from being awarded a Contract on which they are the apparent low bidder.

The Deputy Executive Director will determine any further action against the Contractor.

## 6. APPEALS PROCESS

In accordance with 43 TAC §9.25, the Contractor may appeal remedial actions determined by the Deputy Executive Director.

# Special Provision to Item 2
# Instructions to Bidders

Item 2, "Instructions to Bidders" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 3., "Issuing Proposal Forms,"** is supplemented by the following:

The Electronic State Business Daily (ESBD), the Integrated Contractor Exchange (iCX) system, and the project proposal are the official sources of advertisement and bidding information for the State and Local Lettings. Bidders should bid the project using the information found therein, including any addenda. These sources take precedence over information from other sources, including TxDOT webpages, which are unofficial and intended for informational purposes only.

# Special Provision to Item 2
# Instructions to Bidders

Item 2, "Instructions to Bidders," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Section 2.8.2., "Proposal Guaranty,"** third paragraph is replaced by the following.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or Department vendor identification numbers of the Bidder or Bidders.

# Special Provision to Item 2
# Instructions to Bidders

Item 2, "Instructions to Bidders," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 2.3., "Issuing Proposal Forms,"** is supplemented by the following:

- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to register or participate in the Department of Homeland Security's (DHS) E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is prohibited from rebidding that specific project.

**Article 2.7., "Nonresponsive Bid,"** is supplemented by the following:

- the Bidder failed to participate in the Department of Homeland Security's (DHS) as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System."

**Article 2.15., "Department of Homeland Security (DHS) E-Verify System,"** is added.

The Department will not award a Contract to a Contractor that is not registered in the DHS E-Verify system. Remain active in E-Verify throughout the life of the Contract. In addition, in accordance with paragraph six of Article 8.2., "Subcontracting," include this requirement in all subcontracts and require that subcontractors remain active in E-Verify until their work is completed.

If the apparent low Bidder does not appear in the DHS E-Verify system before award, the Contractor must submit documentation showing that they are compliant within 5 calendar days after bid opening. A Contractor that fails to comply or respond within the deadline will be declared nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the scope of the work.

The Department may recommend that the Commission:

- reject all bids, or
- award the Contract to the new apparent low Bidder, if the Department is able to verify the Bidder's participation in the DHS E-Verify system.

If the Department is unable to verify the new apparent low Bidder's participation in the DHS E-Verify system:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Department will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original low bidder will become the property of the State, not as a penalty, but as liquidated damages.

# Special Provision to Item 3
# Award and Execution Contract

Item 3, Award and Execution of Contract," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Section 4.3, "Insurance**." The first sentence is voided and replaced by the following:

For construction and building Contracts, submit a certificate of insurance showing coverages in accordance with Contract requirements. For routine maintenance Contracts, refer to Article 8, "Beginning of Work."

**Article 8, "Beginning of Work**." The first sentence is supplemented by the following:

For a routine maintenance Contract, do not begin work until a certificate of insurance showing coverages in accordance with the Contract requirements is provided and accepted.

# Special Provision to Item 3
# Award and Execution of Contract

Item 3, "Award and Execution of Contract" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Section 4.3 "Insurance" is being amended by the following:**

**Table 2**
**Insurance Requirements**

| Type of Insurance | Amount of Coverage |
|---|---|
| Commercial General Liability Insurance | Not Less Than:<br>$600,000 each occurrence |
| Business Automobile Policy | Not Less Than:<br>$600,000 combined single limit |
| Workers' Compensation | Not Less Than:<br>Statutory |
| All Risk Builder's Risk Insurance<br>(For building-facilities contracts only) | 100% of Contract Price |

# Special Provision to Item 5
# Control of the Work

Item 5, "Control of the Work," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 5.1, "Authority of Engineer," is voided and replaced by the following.

The Engineer has the authority to observe, test, inspect, approve, and accept the work. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

The Engineer will pursue and document actions against the Contractor as warranted to address Contract performance issues. Contract remedies include, but are not limited to, the following:

- conducting interim performance evaluations requiring a Project Recovery Plan, in accordance with Title 43, Texas Administrative Code (TAC) §9.23,
- requiring the Contractor to remove and replace defective work, or reducing payment for defective work,
- removing an individual from the project,
- suspending the work without suspending working day charges,
- assessing standard liquidated damages to recover the Department's administrative costs, including additional project-specific liquidated damages when specified in the Contract in accordance with 43 TAC §9.22,
- withholding estimates,
- declaring the Contractor to be in default of the Contract, and
- in case of a Contractor's failure to meet a Project Recovery Plan, referring the issue directly to the Performance Review Committee for consideration of further action against the Contractor in accordance with 43 TAC §9.24.

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards, including consideration of sufficient time.

Follow the issue escalation ladder if there is disagreement regarding the application of Contract remedies.

# Special Provision to Item 5
# Control of the Work

Item 5, “Control of the Work” of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 5.4, “Coordination of Plans, Specifications, and Special Provisions,” the last sentence of the last paragraph is replaced by the following:**

Failure to promptly notify the Engineer will constitute a waiver of all contract claims against the Department for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies.

# Special Provision to Item 6
# Control of Materials

For this project, Item 6, "Control of Materials," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 4., "Sampling, Testing, and Inspection,"** is supplemented by the following:

Meet with the Engineer and choose either the Department or a Department-selected Commercial Lab (CL) for conducting the subset of project-level sampling and testing shown in Table 1, "Select Guide Schedule Sampling and Testing." Selection may be made on a test by test basis. CLs will meet the testing turnaround times shown (includes test time and time for travel/sampling and reporting) and in all cases issue test reports as soon as possible.

If the Contractor chooses a Department-selected CL for any Table 1 sampling and testing:

- notify the Engineer, District Lab, and the CL of project scheduling that may require CL testing;
- provide the Engineer, District Lab, and CL at least 24 hours' notice by phone and e-mail;
- reimburse the Department for CL Table 1 testing using the contract fee schedule for the CL (including mileage and travel/standby time) at the minimum guide schedule testing frequencies;
- reimburse the Department for CL Table 1 testing above the minimum guide schedule frequencies for retesting when minimum frequency testing results in failures to meet specification limits;
- agree with the Engineer and CL upon a policy regarding notification for testing services;
- give any cancellation notice to the Engineer, District Lab, and CL by phone and e-mail;
- reimburse the Department a $150 cancellation fee to cover technician time and mileage charges for previously scheduled work cancelled without adequate notice, which resulted in mobilization of technician and/or equipment by the CL; and
- all CL charges will be reimbursed to the Department by a deduction from the Contractor's monthly pay estimate.

If the CL does not meet the Table 1 turnaround times, testing charge to the Contractor will be reduced by 50% for the first late day and an additional 5% for each succeeding late day.

Approved CL project testing above the minimum testing frequencies in the Guide Schedule of Sampling and Testing, and not as the result of failing tests, will be paid by the Department.

Other project-level Guide Schedule sampling and testing not shown on Table 1 will be the responsibility of the Department.

**Table 1**
**Select Guide Schedule Sampling and Testing (Note 1)**

| TxDOT Test | Test Description | Turn-Around Time (Calendar days) |
|---|---|---|
| **SOILS/BASE** | | |
| Tex-101-E | Preparation of Soil and Flexible Base Materials for Testing (included in other tests) | |
| Tex-104-E | Liquid Limit of Soils (included in 106-E) | |
| Tex-105-E | Plastic Limit of Soils (included in 106-E) | |
| Tex-106-E | Calculating the Plasticity Index of Soils | 7 |
| Tex-110-E | Particle Size Analysis of Soils | 6 |
| Tex-113-E | Moisture-Density Relationship of Base Materials | 7 |
| Tex-114-E | Moisture-Density Relationship of Subgrade and Embankment Soil | 7 |
| Tex-115-E | Field Method for In-Place Density of Soils and Base Materials | 2 |
| Tex-116-E | Ball Mill Method for the Disintegration of Flexible Base Material | 5 |
| Tex-117-E, Part II | Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II) | 6 |
| Tex-113-E **w/** Tex-117-E | Moisture-Density Relationship of Base Materials **with** Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II) | 10 |
| Tex-140-E | Measuring Thickness of Pavement Layer | 2 |
| Tex-145-E | Determining Sulfate Content in Soils - Colorimetric Method | 4 |
| **HOT MIX ASPHALT** | | |
| Tex-200-F | Sieve Analysis of Fine and Coarse Aggregate (dry, from ignition oven with known correction factors) | 1 (Note 2) |
| Tex-203-F | Sand Equivalent Test | 3 |
| Tex-206-F, **w/** Tex-207-F, Part I, **w/** Tex-227-F | **(Lab-Molded Density of Production Mixture – Texas Gyratory)** Method of Compacting Test Specimens of Bituminous Mixtures **with** Density of Compacted Bituminous Mixtures, Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, **with** Theoretical Maximum Specific Gravity of Bituminous Mixtures | 1 (Note 2) |
| Tex-207-F, Part I **&/or** Part VI | **(In-Place Air Voids of Roadway Cores)** Density of Compacted Bituminous Mixtures, Part I- Bulk Specific Gravity of Compacted Bituminous Mixtures **&/or** Part VI - Bulk Specific Gravity of Compacted Bituminous Mixtures Using the Vacuum Method | 1 (Note 2) |
| Tex-207-F, Part V | Density of Compacted Bituminous Mixtures, Part V- Determining Mat Segregation using a Density-Testing Gauge | 3 |
| Tex-207-F, Part VII | Density of Compacted Bituminous Mixtures, Part VII - Determining Longitudinal Joint Density using a Density-Testing Gauge | 4 |
| Tex-212-F | Moisture Content of Bituminous Mixtures | 3 |
| Tex-217-F | Deleterious Material and Decantation Test for Coarse Aggregate | 4 |
| Tex-221-F | Sampling Aggregate for Bituminous Mixtures, Surface Treatments, and LRA (included in other tests) | |
| Tex-222-F | Sampling Bituminous Mixtures (included in other tests) | |
| Tex-224-F | Determination of Flakiness Index | 3 |
| Tex-226-F | Indirect Tensile Strength Test (production mix) | 4 |
| Tex-235-F | Determining Draindown Characteristics in Bituminous Materials | 3 |
| Tex-236-F (Correction Factors) | Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Determining Correction Factors) | 4 |
| Tex-236-F | Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Production Mixture) | 1 (Note 2) |
| Tex-241-F **w/** Tex-207-F, Part I, **w/** Tex-227-F | **(Lab-Molded Density of Production Mixture – Superpave Gyratory)** Superpave Gyratory Compacting of Specimens of Bituminous Mixtures (production mixture) **with** Density of Compacted Bituminous Mixtures, Part I- Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, **with** Theoretical Maximum Specific Gravity of Bituminous Mixtures | 1 (Note 2) |
| Tex-242-F | Hamburg Wheel-Tracking Test (production mix, molded samples) | 3 |
| Tex-244-F | Thermal Profile of Hot Mix Asphalt | 1 |
| Tex-246-F | Permeability of Water Flow of Hot Mix Asphalt | 3 |
| Tex-280-F | Flat and Elongated Particles | 3 |
| Tex-530-C | Effect of Water on Bituminous Paving Mixtures (production mix) | 4 |

| | | |
|---|---|---|
| **AGGREGATES** | | |
| Tex-400-A | Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates | 3 |
| Tex-410-A | Abrasion of Coarse Aggregate Using the Los Angeles Machine | 5 |
| Tex-411-A | Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate | 12 |
| Tex-461-A | Degradation of Coarse Aggregate by Micro-Deval Abrasion | 5 |
| **CHEMICAL** | | |
| Tex-612-J | Acid Insoluble Residue for Fine Aggregate | 4 |
| **GENERAL** | | |
| HMA Production Specialist [TxAPA – Level 1-A] ($/hr) | | |
| HMA Roadway Specialist [TxAPA – Level 1-B] ($/hr) | | |
| Technician Travel/Standby Time ($/hr) | | |
| Per Diem ($/day – meals and lodging) | | |
| Mileage Rate ($/mile from closest CL location) | | |

**Note 1– Turn-Around Time includes test time and time for travel/sampling and reporting.**
**Note 2 – These tests require turn-around times meeting the governing specifications. Provide test results within the stated turn-around time. CL is allowed one additional day to provide the signed and sealed report.**

# Special Provision to Item 6
# Control of Materials

Item 6, "Control of Materials" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 6.10., "Hazardous Materials," is voided and replaced by the following:

Comply with the requirements of Article 7.12., "Responsibility for Hazardous Materials."

Notify the Engineer immediately when a visual observation or odor indicates that materials on sites owned or controlled by the Department may contain hazardous materials. Except as noted herein, the Department is responsible for testing, removing, and disposing of hazardous materials not introduced by the Contractor. The Engineer may suspend work wholly or in part during the testing, removing, or disposing of hazardous materials, except in the case where hazardous materials are introduced by the Contractor.

Use materials that are free of hazardous materials. Notify the Engineer immediately if materials are suspected to contain hazardous materials. If materials delivered to the project by the Contractor are suspected to contain hazardous materials, have an approved commercial laboratory test the materials for the presence of hazardous materials as approved. Remove, remediate, and dispose of any of these materials found to contain hazardous materials. The work required to comply with this section will be at the Contractor's expense if materials are found to contain hazardous materials. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material introduced by the Contractor. If suspected materials are not found to contain hazardous materials, the Department will reimburse the Contractor for hazardous materials testing and will adjust working day charges if the Contractor can show that this work impacted the critical path.

10.1. Painted Steel Requirements. Coatings on existing steel contain hazardous materials unless otherwise shown on the plans. Remove paint and dispose of steel coated with paint containing hazardous materials is in accordance with the following:

10.1.1. Removing Paint From Steel For contracts that are specifically for painting steel, Item 446, "Field Cleaning and Painting Steel" will be included as a pay item. Perform work in accordance with that item.

For projects where paint must be removed to allow for the dismantling of steel or to perform other work, the Department will provide for a separate contractor (third party) to remove paint containing hazardous materials prior to or during the Contract. Remove paint covering existing steel shown not to contain hazardous materials in accordance with Item 446, "Field Cleaning and Painting Steel."

10.1.2. Removal and Disposal of Painted Steel. For steel able to be dismantled by unbolting, paint removal will not be performed by the Department. The Department will remove paint, at locations shown on the plans or as agreed, for the Contractor's cutting and dismantling purposes. Utilize Department cleaned locations for dismantling when provided or provide own means of dismantling at other locations.

Painted steel to be retained by the Department will be shown on the plans. For painted steel that contains hazardous materials, dispose of the painted steel at a steel recycling or smelting facility unless otherwise shown on the plans. Maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name. Dispose of steel that does not contain hazardous material coatings in accordance with federal, state and local regulations.

10.2. Asbestos Requirements. The plans will indicate locations or elements where asbestos containing materials (ACM) are known to be present. Where ACM is known to exist or where previously unknown ACM has been found, the Department will arrange for abatement by a separate contractor prior to or during the Contract. Notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before beginning work to allow the Department sufficient time for abatement.

The Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated “facility” under NESHAP. Therefore, federal standards for demolition and renovation apply.

The Department is required to notify the DSHS at least 10 working days (by postmarked date) before initiating demolition or renovation of each structure or load bearing member shown on the plans. If the actual demolition or renovation date is changed or delayed, notify the Engineer in writing of the revised dates in sufficient time to allow for the Department’s notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., “Temporary Suspension of Work or Working Day Charges,” due to reasons under the control of the Contractor. The Department retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

10.3. Lead Abatement. Provide traffic control as shown on the plans, and coordinate and cooperate with the third party and the Department for managing or removing hazardous materials. Work for the traffic control shown on the plans and coordination work will not be paid for directly but will be subsidiary to pertinent Items.

# Special Provision to Item 7
# Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Section 7.7.2., "Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3),"** is voided and replaced by the following:

**7.2. Texas Pollution Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3).**

**7.2.1. Projects with less than one acre of soil disturbance including required associated project specific locations (PSL's) per TPDES GP TXR 150000.**

No posting or filing will be required for soil disturbances within the right of way. Adhere to the requirements of the SWP3.

**7.2.2. Projects with one acre but less than five acres of soil disturbance including required associated PSL's per TPDES GP TXR 150000.**

The Department will be considered a primary operator for Operational Control Over Plans and Specifications as defined in TPDES GP TXR 150000 for construction activity in the right of way. The Department will post a small site notice along with other requirements as defined in TPDES GP TXR 150000 as the entity of having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered a Primary Operator for Day-to-Day Operational Control as defined in TPDES GP TXR 150000 for construction activity in the right of way. In addition to the Department's actions, the Contractor will post a small site notice along with other requirements as defined in TPDES GP TXR 150000 as the entity of having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES GP TXR 150000 requirements for on- right of way and off- right of way PSL's. Adhere to all requirements of the SWP3 as shown on the plans. The Contractor will be responsible for Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed.

**7.2.3. Projects with 5 acres or more of soil disturbance including required associated PSL's per TPDES GP TXR 150000.**

The Department will be considered a primary operator for Operational Control Over Plans and Specifications as defined in TPDES GP TXR 150000 for construction activities in the right of way. The Department will post a large site notice, file a notice of intent (NOI), notice of change (NOC), if applicable, and a notice of termination (NOT) along with other requirements per TPDES GP TXR 150000 as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered a primary operator for Day-to-Day Operational Control as defined in TPDES GP TXR 150000 for construction activities in the right of way. In addition to the Department's actions, the Contractor shall file a NOI, NOC, if applicable, and NOT and post a large site notice along with other requirements as the entity of having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor

being responsible for TPDES GP TXR 150000 requirements for on- right of way and off- right of way PSL's. Adhere to all requirements of the SWP3 as shown on the plans.

# Special Provision to Item 7
# Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Section 7.2.4., "Public Safety and Convenience."** The first paragraph is deleted and replaced by the following.

Ensure the safety and convenience of the public and property as provided in the Contract and as directed. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage and provide for ingress and egress to adjacent property.

If the construction of the project requires the closing of a highway, as directed, coordinate the closure with the Engineer and work to ensure all lanes and ramps possible are available during peak traffic periods before, during, and after significant traffic generator events to avoid any adverse economic impact on the municipalities during:

- dates or events as shown on the plans, and
- other dates as directed.

# Special Provision to Item 007
# Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below.

**Section 2.6., "Barricades, Signs, and Traffic Handling,"** the first paragraph is voided and replaced by the following:

2.6. **Barricades, Signs, and Traffic Handling.** Comply with the requirements of Item 502 "Barricades, Signs, and Traffic Handling," and as directed. Provide traffic control devices that conform to the details shown on the plans, the TMUTCD, and the Department's Compliant Work Zone Traffic Control Device List maintained by the Traffic Safety Division. When authorized or directed, provide additional signs or traffic control devices not required by the plans.

**Section 2.6.1., "Contractor Responsible Person and Alternative,"** is voided and replaced by the following:

2.6.1. **Contractor Responsible Person and Alternative.** Designate in writing, a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the traffic control. The CRP or alternate must be accessible by phone 24 hr. per day and able to respond when notified. The CRP and alternate must comply with the requirements of Section 2.6.5., "Training."

**Section 2.6.2, "Flaggers,"** the first paragraph is voided and replaced by the following:

2.6.2. **Flaggers.** Designate in writing, a flagger instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties. Certify to the Engineer that all flaggers will be trained and make available upon request a list of flaggers trained to perform flagging duties.

**Section 2.6.5, "Training,"** is voided and replaced by the following:

2.6.5. **Training.** Train workers involved with the traffic control using Department-approved training as shown on the "Traffic Control Training" Material Producer List.

Coordinate enrollment, pay associated fees, and successfully complete Department-approved training or Contractor-developed training. Training is valid for the period prescribed by the provider. Except for law enforcement personnel training, refresher training is required every 4 yr. from the date of completion unless otherwise specified by the course provider. The Engineer may require training at a frequency instead of the period prescribed based on the Department's needs. Training and associated fees will not be measured or paid for directly but are considered subsidiary to pertinent Items.

Certify to the Engineer that workers involved in traffic control and other work zone personnel have been trained and make available upon request a copy of the certification of completion to the Engineer. Ensure the following is included in the certification of completion:

- name of provider and course title,
- name of participant,
- date of completion, and
- date of expiration.

Where Contractor-developed training or a Department-approved training course does not produce a certification, maintain a log of attendees. Make the log available upon request. Ensure the log is legible and includes the following:

- printed name and signature of participant,
- name and title of trainer, and
- date of training.

2.6.5.1. **Contractor-developed Training.** Develop and deliver Contractor-developed training meeting the minimum requirements established by the Department. The outline for this training must be submitted to the Engineer for approval at the preconstruction meeting. The CRP or designated alternate may deliver the training instead of the Department-approved training. The work performed and materials furnished to develop and deliver the training will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

2.6.5.1.1. **Flagger Training Minimum Requirements.** A Contractor's certified flagging instructor is permitted to train other flaggers.

2.6.5.1.2. **Optional Contractor-developed Training for Other Work Zone Personnel.** For other work zone personnel, the Contractor may provide training meeting the curriculum shown below instead of Department-approved training.

Minimum curriculum for Contractor-provided training is as follows:

Contractor-developed training must provide information on the use of personnel protection equipment, occupational hazards and health risks, and other pertinent topics related to traffic management. The type and amount of training will depend on the job duties and responsibilities. Develop training applicable to the work being performed. Develop training to include the following topics.

- The Life You Save May Be Your Own (or other similar company safety motto).
- Purpose of the training.
  - It's the Law.
  - To make work zones safer for workers and motorist.
  - To understand what is needed for traffic control.
  - To save lives including your own.
- Personal and Co-Worker Safety.
  - **High Visibility Safety Apparel.** Discuss compliant requirements; inspect regularly for fading and reduced reflective properties; if night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; if moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.
  - **Blind Areas.** A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the "Circle of Safety" around equipment and vehicles; use of spotters; maintain eye contact with equipment operators; and use of hand signals.
  - **Runovers and Backovers.** Remain alert at all times; keep a safe distance from traffic; avoid turning your back to traffic and if you must then use a spotter; and stay behind protective barriers, whenever possible. Note: It is not safe to sit on or lean against a concrete barrier, these barriers can deflect four plus feet when struck by a vehicle.
  - Look out for each other, warn co-workers.
  - Be courteous to motorists.
  - Do not run across active roadways.
  - Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
  - Workers must be made aware of company distracted driving policies.
- **Night Time Operations.** Focus should be placed on projects with a nighttime element.

- **Traffic Control Training.** Basics of Traffic Control.
  - Identify work zone traffic control supervisor and other appropriate persons to report issues to when they arise.
  - Emphasize that work zone traffic control devices must be in clean and in undamaged condition. If devices have been hit but not damaged, put back in their correct place and report to traffic control supervisor. If devices have been damaged, replace with new one and report to traffic control supervisor. If devices are dirty, faded or have missing or damaged reflective tape clean or replace and report to traffic control supervisor. Show examples of non-acceptable device conditions. Discuss various types of traffic control devices to be used and where spacing requirements can be found.
  - **Channelizing Devices and Barricades with Slanted Stripes.** Stripes are to slant in the direction you want traffic to stay or move to; demonstrate this with a device.
  - **Traffic Queuing.** Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
  - **Signs.** Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to traffic control supervisor or other as designated.

# Special Provision to Item 7
# Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 7.20., "Security Incidents,"** is added**.**

**20.1.** **Reporting of Security Incidents.** Immediately notify the Department's Cyber Security Operations Center (CSOC) via the Report Cybersecurity Incident Page on www.txdot.gov, of any potential cybersecurity incident or breach involving Department data**.** A breach of system security is the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

**20.2.** **Liability for costs incurred.** The Department reserves the right to hold the Contractor liable for all costs incurred by the Department to resolve a security incident introduced by the Contractor, their Subcontractors, or their Suppliers.

# Special Provision to Item 8
# Prosecution and Progress

Item 8, "Prosecution and Progress" of the Standard Specification is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.2., "Subcontracting," is supplemented by the following paragraph, which is added as paragraph six to this article:

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is not registered in the Department of Homeland Security's (DHS) E-Verify system. Require that all subcontractors working on the project register and require that all subcontractors remain active in the DHS E-Verify system until their work is complete on the project.

# Special Provision to Item 8
# Prosecution and Progress

Item 8, "Prosecution and Progress" of the Standard Specifications is amended with respect to the clause cited below. No other clauses or requirements of this Item are waived or changed.

**Article 8.7.2., "Wrongful Default,"** is revised and replaced by the following:

If it is determined after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of all parties will be the same as if termination had been issued for the convenience of the public as provided in Article 8.8 "Termination of Contract."

# Special Provision to Item 8
# Prosecution and Progress

Item 8, "Prosecution and Progress" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 3., "Computation of Contract Time for Completion."** The second paragraph is voided and replaced by the following:

The development of the conceptual time determination is intended to establish the number of working days on the Contract. Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedule assumes generic resources, production rates, sequences of construction, and average weather conditions based on historic data. Schedule labor, equipment, procurement of materials, subcontractor work, and all other necessary means to prosecute the work within the number of working days specified by the Contract.

# Special Provision to Item 009
# Measurement and Payment

Item 009 "Measurement and Payment" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 9.5., "PROGRESS PAYMENTS" is supplemented with the following:**

It is the Department's desire to pay a Contractor for work through the last working day of the month; however, the use of early cut-off dates for monthly estimates and MOH is a project management practice to manage workload at the Area Office level. Approval for using early cut-off dates is at the District's discretion. The earliest cut-off date for estimates is the 25th of the month.

**Article 9.6., "PAYMENT FOR MATERIAL ON HAND (MOH)" first paragraph is amended as follows:**

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials which are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require approval of the Engineer before being made and will be made at the Contractor's expense. Include only those materials and products, when cumulated under an individual item or similar bid items, that have an invoice cost of at least $1,000 in the request for MOH payment (e.g. For MOH eligibility, various sizes of conductor are considered similar bid items and may be cumulated to meet the threshold; for small roadside signs, the sign supports, mounting bolts, and the sign face is considered one bid item or similar bid items for more than one pay item for sign supports.) Requests for MOH are to be submitted at least two days before but not later than the estimate cutoff date unless otherwise agreed. If there is a need to request MOH after the established cut-off date, the district can make accommodation as the need arises. This needed accommodation is to be the exception, though, and not the rule.

# Special Provision to Item 9
# Measurement and Payment

Item 9, "Measurement and Payment" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Section 7.1.4.3., "Standby Equipment Costs,"** is voided and replaced by the following:

7.1.4.3. **Standby Equipment Costs.** Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment." The 15% markup will be paid when standby is associated with extra work but will not be paid when standby is associated with damages.

**Section 7.1.4.3.1., "Contractor-Owned Equipment,"** is voided and replaced by the following:

7.1.4.3.1. **Contractor-Owned Equipment**. For Contractor-owned equipment:

- Standby will be paid at 50% of the monthly Rental Rate Blue Book rate after the regional and age adjustment factors have been applied. Operating costs will not be allowed. Calculate the standby rate as follows.

  Standby rate = (FHWA hourly rate - operating costs) × 50%

- If an hourly rate is needed, divide the monthly Rental Rate Blue Book rate by 176.
- No more than 8 hr. of standby will be paid during a 24-hr. day period, nor more than 40 hr. per week.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

# Special Provision to Item 502
# Barricades, Signs and Traffic Handling

Item 502, "Barricades, Signs and Traffic Handling" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 502.1., "Description,"** is supplemented by the following:

Temporary work-zone (TWZ) traffic control devices manufactured after December 31, 2019, must have been successfully tested to the crashworthiness requirements of the 2016 edition of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before this date and successfully tested to NCHRP Report 350 or the 2009 edition of MASH may continue to be used throughout their normal service lives. An exception to the manufacture date applies when, based on the project's date of letting, a category of MASH-2016 compliant TWZ traffic control devices are not approved, or are not self-certified after the December 31, 2019, date. In such case, devices that meet NCHRP-350 or MASH-2009 may be used regardless of the manufacture date.

Such TWZ traffic control devices include: portable sign supports, barricades, portable traffic barriers designated exclusively for use in temporary work zones, crash cushions designated exclusively for use in temporary work zones, longitudinal channelizers, truck and trailer mounted attenuators. Category I Devices (i.e., lightweight devices) such as cones, tubular markers and drums without lights or signs attached however, may be self-certified by the vendor or provider, with documentation provided to Department or as are shown on Department's Compliant Work Zone Traffic Control Device List.

**Article 502.4., "Payment,"** is supplemented by the following:

Truck mounted attenuators and trailer attenuators will be paid for under Special Specification, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)." Portable Changeable Message Signs will be paid for under Special Specification, "Portable Changeable Message Sign." Portable Traffic Signals will be paid for under Special Specification, "Portable Traffic Signals."

# Special Provision to Item 666
# Retroreflectorized Pavement Markings

Item 666, "Retroreflectorized Pavement Markings," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 2.3., "Glass Traffic Beads." The first paragraph is voided and replaced by the following:

Furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads," or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads for longitudinal pavement markings where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads. Furnish Type II beads for work zone pavement markings and transverse markings or symbols.

Section 4.3.1., "Type I Markings.," is supplemented by the following:

4.3.1.3. Spot Striping. Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

Section 4.3.2., "Type II Markings.," is supplemented by the following:

4.3.2.1. Spot Striping. Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

Section 4.4., "Retroreflectivity Requirements.," is voided and replaced by the following.

Type I markings for Contracts totaling more than 20,000 ft. of pavement markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline or no passing barrier-line, and lane line markings when measured any time after 3 days, but not later than 10 days after application.

- White markings: 250 millicandelas per square meter per lux (mcd/m$^2$/lx)
- Yellow markings: 175 mcd/m$^2$/lx

Retroreflectivity requirements for Type I markings are not required for Contracts with less than 20,000 ft. of pavement markings or Contracts with callout work, unless otherwise shown on the plans.

Section 4.5., "Retroreflectivity Measurements.," is voided and replaced by the following:

Use a mobile retroreflectometer to measure retroreflectivity for Contracts totaling more than 50,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 50,000 ft. of pavement markings, mobile or portable retroreflectometers may be used at the Contractor's discretion. Coordinate with and obtain authorization from the Engineer before starting any retroreflectivity data collection.

Section 4.5.1., "Mobile Retroreflectometer Measurements." The last paragraph is voided and replaced by the following.

Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this third application within that mile segment for that series of markings. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

Section 4.5.2., "Portable Retroreflectometer Measurements." The first and second paragraphs are voided and replaced by the following.

Provide portable measurement averages for every 1.0 mile unless otherwise specified or approved. Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (e.g., edgeline, center skip line, each line of a double line) and direction of traffic flow when using a portable reflectometer. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may require the original number of measurements if concerns arise.

Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the averages of these measurements fail. Take a minimum of 10 more measurements after 10 days of this second application within that mile segment for that series of markings. Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

Section 4.6. "Performance Period." The first sentence is voided and replaced by the following:

All longitudinal markings must meet the minimum retroreflectivity requirements within the time frame specified. All markings must meet all other performance requirements of this specification for at least 30 calendar days after installation.

Article 6. "Payment." The first two paragraphs are voided and replaced by the following.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Sealer" of the size specified; "Retroreflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness (Type I markings only) specified, as applicable; "Retroreflectorized Pavement Markings with Retroreflective Requirements" of the types, colors, sizes, widths, and thicknesses specified; "Retroreflectorized Profile Pavement Markings" of the various types, colors, shapes, sizes, and widths specified; or "Reflectorized Pavement Marking (Call Out)" of the shape, width, size, and thickness (Type I markings only) specified, as applicable; or "Pavement Sealer (Call Out)" of the size specified.

This price is full compensation for materials, application of pavement markings, equipment, labor, tools, and incidentals.

# Special Provision to Special Specification 6185
# Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)

Item 6185, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 4. "Measurement",** is voided and replaced by the following:

4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measureable. A day will be measured for each TMA/TA set up and operational on the worksite.

4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour or by the day. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. When measurement by the hour is specified, a minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

# Special Specification 3096
# Asphalts, Oils, and Emulsions

## 1. DESCRIPTION

Provide asphalt cements, cutback and emulsified asphalts, performance-graded asphalt binders, and other miscellaneous asphalt materials as specified on the plans.

## 2. MATERIALS

Provide asphalt materials that meet the stated requirements when tested in conformance with the referenced Department, AASHTO, and ASTM test methods. Use asphalt containing recycled materials only if the recycled components meet the requirements of Article 6.9., "Recycled Materials." Provide asphalt materials that the Department has preapproved for use in accordance with Tex-545-C, "Asphalt Binder Quality Program."

Inform the Department of all additives or modifiers included in the asphalt binder as part of the facility quality plan, as required by Tex-545-C, "Asphalt Binder Quality Program," and provide that information to Department personnel. The Department reserves the right to prohibit the use of any asphalt additive or modifier.

Limit the use of polyphosphoric acid to no more than 0.5% by weight of the asphalt binder.

The use of re-refined engine oil bottoms is prohibited.

Acronyms used in this Item are defined in Table 1.

**Table1**
**Acronyms**

| Acronym | Definition |
|---|---|
| Test Procedure Designations | |
| Tex | Department |
| T or R | AASHTO |
| D | ASTM |
| Polymer Modifier Designations | |
| P | polymer-modified |
| SBR or L | styrene-butadiene rubber (latex) |
| SBS | styrene-butadiene-styrene block co-polymer |
| TR | tire rubber (from ambient temperature grinding of truck and passenger tires) |
| AC | asphalt cement |
| AE | asphalt emulsion |
| AE-P | asphalt emulsion prime |
| A-R | asphalt-rubber |
| C | cationic |
| EAP&T | emulsified asphalt prime and tack |
| EBL | emulsified bonding layer |
| FDR | full depth reclamation |
| H-suffix | harder residue (lower penetration) |
| HF | high float |
| HY | high yield |
| MC | medium-curing |
| MS | medium-setting |
| PCE | prime, cure, and erosion control |
| PG | performance grade |
| RC | rapid-curing |
| RS | rapid-setting |
| S-suffix | stockpile usage |
| SCM | special cutback material |
| SS | slow-setting |
| SY | standard yield |
| TRAIL | tracking resistant asphalt interlayer |

2.1. **Asphalt Cement**. Provide asphalt cement that is homogeneous, water-free, and nonfoaming when heated to 347°F, and meets the requirements in Table 2.

**Table 2**
**Asphalt Cement**

| Property | Test Procedure | Viscosity Grade | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | AC-0.6 | | AC-1.5 | | AC-3 | | AC-5 | | AC-10 | |
| | | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max |
| Viscosity | T 202 | | | | | | | | | | |
| 140°F, poise | | 40 | 80 | 100 | 200 | 250 | 350 | 400 | 600 | 800 | 1,200 |
| 275°F, poise | | 0.4 | – | 0.7 | – | 1.1 | – | 1.4 | – | 1.9 | – |
| Penetration, 77°F, 100g, 5 sec. | T 49 | 350 | – | 250 | – | 210 | – | 135 | – | 85 | – |
| Flash point, C.O.C., °F | T 48 | 425 | – | 425 | – | 425 | – | 425 | – | 450 | – |
| Solubility in trichloroethylene, % | T 44 | 99.0 | – | 99.0 | – | 99.0 | – | 99.0 | – | 99.0 | – |
| Spot test | Tex-509-C | Neg. | | Neg. | | Neg. | | Neg. | | Neg. | |
| Tests on residue from RTFOT: | T 240 | | | | | | | | | | |
| Viscosity, 140°F, poise | T 202 | – | 180 | – | 450 | – | 900 | – | 1,500 | – | 3,000 |
| Ductility,[1] 77°F 5 cm/min., cm | T 51 | 100 | – | 100 | – | 100 | – | 100 | – | 100 | – |

1. If AC-0.6 or AC-1.5 ductility at 77°F is less than 100 cm, material is acceptable if ductility at 60°F is more than 100 cm.

2.2. **Polymer-Modified Asphalt Cement**. Provide polymer-modified asphalt cement that is smooth, homogeneous, and meets the requirements Table 3. Supply samples of the base asphalt cement and polymer additives if requested.

**Table 3**
**Polymer-Modified Asphalt Cement**

| Property | Test Procedure | Polymer-Modified Viscosity Grade | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | AC-12-5TR | | NT-HA[1] | | AC-15P | | AC-20XP | | AC-10-2TR | | AC-20-5TR | |
| | | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max |
| Polymer | | TR | | – | | SBS | | SBS | | TR | | TR | |
| Polymer content, % (solids basis) | Tex-533-C or Tex-553-C | 5.0 | – | – | – | 3.0 | – | – | – | 2.0 | – | 5.0 | – |
| Dynamic shear, G*/sinδ, 82°C, 10 rad/s, kPa | T 315 | | | 1.0 | – | | | | | | | | |
| Dynamic shear, G*/sinδ, 64°C, 10 rad/s, kPa | T 315 | – | – | – | – | – | – | 1.0 | – | – | – | 1.0 | – |
| Dynamic shear, G*/sinδ, 58°C, 10 rad/s, kPa | T 315 | 1.0 | – | – | – | – | – | – | – | 1.0 | – | – | – |
| Viscosity<br>140°F, poise<br>275°F, poise | <br>T 202<br>T 202 | <br>1,200 | <br>– | <br><br>– | <br><br>4,000 | <br>1,500<br>– | <br>–<br>8.0 | <br>2,000<br>– | <br>–<br>– | <br>1,000<br>– | <br>–<br>8.0 | <br>2,000<br>– | <br>–<br>10.0 |
| Penetration, 77°F, 100 g, 5 sec. | T 49 | 110 | 150 | – | 25 | 100 | 150 | 75 | 115 | 95 | 130 | 75 | 115 |
| Ductility, 5cm/min., 39.2°F, cm | T 51 | | | | | – | – | – | – | – | – | – | – |
| Elastic recovery, 50°F, % | Tex-539-C | 55 | – | | | 55 | – | 55 | – | 30 | – | 55 | – |
| Softening point, °F | T 53 | 113 | – | 170 | – | – | – | 120 | – | 110 | – | 120 | – |
| Polymer separation, 5 hr. | Tex-540-C | None | | | | None | | None | | None | | None | |
| Flash point, C.O.C., °F | T 48 | 425 | – | 425 | – | 425 | – | 425 | – | 425 | – | 425 | – |
| Tests on residue from RTFOT aging and pressure aging: | T 240 and R 28 | | | | | | | | | | | | |
| Creep stiffness<br>S, -18°C, MPa<br>m-value, -18°C | T 313 | <br>–<br>0.300 | <br>300<br>– | <br>–<br>– | <br>–<br>– | <br>–<br>0.300 | <br>300<br>– | <br>–<br>0.300 | <br>300<br>– | <br>–<br>0.300 | <br>300<br>– | <br>–<br>0.300 | <br>300<br>– |

1. Non-Tracking Hot Applied Tack Coat - TRAIL product

2.3. **Cutback Asphalt**. Provide cutback asphalt that meets the requirements of Tables 4, 5, and 6, for the specified type and grade. Supply samples of the base asphalt cement and polymer additives if requested.

**Table 4**
**Rapid-Curing Cutback Asphalt**

| Property | Test Procedure | Type–Grade | | | | | |
|---|---|---|---|---|---|---|---|
| | | RC-250 | | RC-800 | | RC-3000 | |
| | | Min | Max | Min | Max | Min | Max |
| Kinematic viscosity, 140°F, cSt | T 201 | 250 | 400 | 800 | 1,600 | 3,000 | 6,000 |
| Water, % | D95 | – | 0.2 | – | 0.2 | – | 0.2 |
| Flash point, T.O.C., °F | T 79 | 80 | – | 80 | – | 80 | – |
| Distillation test: | T 78 | | | | | | |
| Distillate, percentage by volume of total distillate to 680°F | | | | | | | |
| to 437°F | | 40 | 75 | 35 | 70 | 20 | 55 |
| to 500°F | | 65 | 90 | 55 | 85 | 45 | 75 |
| to 600°F | | 85 | – | 80 | – | 70 | – |
| Residue from distillation, volume % | | 70 | – | 75 | – | 82 | – |
| Tests on distillation residue: | | | | | | | |
| Viscosity, 140°F, poise | T 202 | 600 | 2,400 | 600 | 2,400 | 600 | 2,400 |
| Ductility, 5 cm/min., 77°F, cm | T 51 | 100 | – | 100 | – | 100 | – |
| Solubility in trichloroethylene, % | T 44 | 99.0 | – | 99.0 | – | 99.0 | – |
| Spot test | Tex-509-C | Neg. | | Neg. | | Neg. | |

**Table 5**
**Medium-Curing Cutback Asphalt**

| Property | Test Procedure | Type–Grade | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | MC-30 | | MC-250 | | MC-800 | | MC-3000 | |
| | | Min | Max | Min | Max | Min | Max | Min | Max |
| Kinematic viscosity, 140°F, cSt | T 201 | 30 | 60 | 250 | 500 | 800 | 1,600 | 3,000 | 6,000 |
| Water, % | D95 | – | 0.2 | – | 0.2 | – | 0.2 | – | 0.2 |
| Flash point, T.O.C., °F | T 79 | 95 | – | 122 | – | 140 | – | 149 | – |
| Distillation test: | T 78 | | | | | | | | |
| Distillate, percentage by volume of total distillate to 680°F | | | | | | | | | |
| to 437°F | | – | 35 | – | 20 | – | – | – | – |
| to 500°F | | 30 | 75 | 5 | 55 | – | 40 | – | 15 |
| to 600°F | | 75 | 95 | 60 | 90 | 45 | 85 | 15 | 75 |
| Residue from distillation, volume % | | 50 | – | 67 | – | 75 | – | 80 | – |
| Tests on distillation residue: | | | | | | | | | |
| Viscosity, 140°F, poise | T 202 | 300 | 1,200 | 300 | 1,200 | 300 | 1,200 | 300 | 1,200 |
| Ductility, 5 cm/min., 77°F, cm | T 51 | 100 | – | 100 | – | 100 | – | 100 | – |
| Solubility in trichloroethylene, % | T 44 | 99.0 | – | 99.0 | – | 99.0 | – | 99.0 | – |
| Spot test | Tex-509-C | Neg. | | Neg. | | Neg. | | Neg. | |

**Table 6**
**Special-Use Cutback Asphalt**

| Property | Test Procedure | Type–Grade | | | | | |
|---|---|---|---|---|---|---|---|
| | | MC-2400L | | SCM I | | SCM II | |
| | | Min | Max | Min | Max | Min | Max |
| Kinematic viscosity, 140°F, cSt | T 201 | 2,400 | 4,800 | 500 | 1,000 | 1,000 | 2,000 |
| Water, % | D95 | – | 0.2 | – | 0.2 | – | 0.2 |
| Flash point, T.O.C., °F | T 79 | 150 | – | 175 | – | 175 | – |
| Distillation test: | T 78 | | | | | | |
| Distillate, percentage by volume of total distillate to 680°F | | | | | | | |
| to 437°F | | – | – | – | – | – | – |
| to 500°F | | – | 35 | – | 0.5 | – | 0.5 |
| to 600°F | | 35 | 80 | 20 | 60 | 15 | 50 |
| Residue from distillation, volume % | | 78 | – | 76 | – | 82 | – |
| Tests on distillation residue: | | | | | | | |
| Polymer | | SBR | | – | | – | |
| Polymer content, % (solids basis) | Tex-533-C | 2.0 | – | – | – | – | – |
| Penetration, 100 g, 5 sec., 77°F | T 49 | 150 | 300 | 180 | – | 180 | – |
| Ductility, 5 cm/min., 39.2°F, cm | T 51 | 50 | – | – | – | – | – |
| Solubility in trichloroethylene, % | T 44 | 99.0 | – | 99.0 | – | 99.0 | – |

2.4. **Emulsified Asphalt**. Provide emulsified asphalt that is homogeneous, does not separate after thorough mixing, and meets the requirements for the specified type and grade in Tables 7, 8, 9, 10, and 10A-C.

**Table 7**
**Emulsified Asphalt**

| Property | Test Procedure | Type–Grade | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Rapid-Setting | | Medium-Setting | | | | Slow-Setting | | | |
| | | HFRS-2 | | MS-2 | | AES-300 | | SS-1 | | SS-1H | |
| | | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max |
| Viscosity, Saybolt Furol | T 72 | | | | | | | | | | |
| 77°F, sec. | | – | – | – | – | 75 | 400 | 20 | 100 | 20 | 100 |
| 122°F, sec. | | 150 | 400 | 100 | 300 | – | – | – | – | – | – |
| Sieve test, % | T 59 | – | 0.1 | – | 0.1 | – | 0.1 | – | 0.1 | – | 0.1 |
| Miscibility | T 59 | – | | – | | – | | Pass | | Pass | |
| Cement mixing, % | T 59 | – | – | – | – | – | – | – | 2.0 | – | 2.0 |
| Coating ability and water resistance: | T 59 | | | | | | | | | | |
| Dry aggregate/after spray | | – | | – | | Good/Fair | | – | | – | |
| Wet aggregate/after spray | | – | | – | | Fair/Fair | | – | | – | |
| Demulsibility, 35 mL of 0.02 N $CaCl_2$, % | T 59 | 50 | – | – | 30 | – | – | – | – | – | – |
| Storage stability, 1 day, % | T 59 | – | 1 | – | 1 | – | 1 | – | 1 | – | 1 |
| Freezing test, 3 cycles[1] | T 59 | – | | Pass | | – | | Pass | | Pass | |
| Distillation test: | T 59 | | | | | | | | | | |
| Residue by distillation, % by wt. | | 65 | – | 65 | – | 65 | – | 60 | – | 60 | – |
| Oil distillate, % by volume of emulsion | | – | 0.5 | – | 0.5 | – | 5 | – | 0.5 | – | 0.5 |
| Tests on residue from distillation: | | | | | | | | | | | |
| Penetration, 77°F, 100 g, 5 sec. | T 49 | 100 | 140 | 120 | 160 | 300 | – | 120 | 160 | 70 | 100 |
| Solubility in trichloroethylene, % | T 44 | 97.5 | – | 97.5 | – | 97.5 | – | 97.5 | – | 97.5 | – |
| Ductility, 77°F, 5 cm/min., cm | T 51 | 100 | – | 100 | – | – | – | 100 | – | 80 | – |
| Float test, 140°F, sec. | T 50 | 1,200 | – | – | – | 1,200 | – | – | – | – | – |

1. Applies only when the Engineer designates material for winter use.

**Table 8**
**Cationic Emulsified Asphalt**

| Property | Test Procedure | Type–Grade | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Rapid-Setting | | | | Medium-Setting | | | | Slow-Setting | | | |
| | | CRS-2 | | CRS-2H | | CMS-2 | | CMS-2S | | CSS-1 | | CSS-1H | |
| | | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max |
| Viscosity, Saybolt Furol | T 72 | | | | | | | | | | | | |
| 77°F, sec. | | – | – | – | – | – | – | – | – | 20 | 100 | 20 | 100 |
| 122°F, sec. | | 150 | 400 | 150 | 400 | 100 | 300 | 100 | 300 | – | – | – | – |
| Sieve test, % | T 59 | – | 0.1 | – | 0.1 | – | 0.1 | – | 0.1 | – | 0.1 | – | 0.1 |
| Cement mixing, % | T 59 | – | – | – | – | – | – | – | – | – | 2.0 | – | 2.0 |
| Coating ability and water resistance: | T 59 | | | | | | | | | | | | |
| Dry aggregate/after spray | | – | | – | | Good/Fair | | Good/Fair | | – | | – | |
| Wet aggregate/after spray | | – | | – | | Fair/Fair | | Fair/Fair | | – | | – | |
| Demulsibility, 35 mL of 0.8% Sodium dioctyl sulfosuccinate, % | T 59 | 70 | – | 70 | – | – | – | – | – | – | – | – | – |
| Storage stability, 1 day, % | T 59 | – | 1 | – | 1 | – | 1 | – | 1 | – | 1 | – | 1 |
| Particle charge | T 59 | Positive | | Positive | | Positive | | Positive | | Positive | | Positive | |
| Distillation test: | | | | | | | | | | | | | |
| Residue by distillation, % by wt. | T 59 | 65 | – | 65 | – | 65 | – | 65 | – | 60 | – | 60 | – |
| Oil distillate, % by volume of emulsion | | – | 0.5 | – | 0.5 | – | 7 | – | 5 | – | 0.5 | – | 0.5 |
| Tests on residue from distillation: | | | | | | | | | | | | | |
| Penetration, 77°F, 100 g, 5 sec. | T 49 | 120 | 160 | 70 | 110 | 120 | 200 | 300 | – | 120 | 160 | 70 | 110 |
| Solubility in trichloroethylene, % | T 44 | 97.5 | – | 97.5 | – | 97.5 | – | 97.5 | – | 97.5 | – | 97.5 | – |
| Ductility, 77°F, 5 cm/min., cm | T 51 | 100 | – | 80 | – | 100 | – | | – | 100 | – | 80 | – |

**Table 9**
**Polymer-Modified Emulsified Asphalt**

| Property | Test Procedure | Type–Grade | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Rapid-Setting | | Medium-Setting | | | | Slow-Setting | | | |
| | | HFRS-2P | | AES-150P | | AES-300P | | AES-300S | | SS-1P | |
| | | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max |
| Viscosity, Saybolt Furol | T 72 | | | | | | | | | | |
| 77°F, sec. | | – | – | 75 | 400 | 75 | 400 | 75 | 400 | 30 | 100 |
| 122°F, sec. | | 150 | 400 | | | | | – | – | – | – |
| Sieve test, % | T 59 | – | 0.1 | – | 0.1 | – | 0.1 | – | 0.1 | – | 0.1 |
| Miscibility | T 59 | – | | – | | – | | – | | Pass | |
| Coating ability and water resistance: | | | | | | | | | | | |
| Dry aggregate/after spray | T 59 | – | | Good/Fair | | Good/Fair | | Good/Fair | | – | |
| Wet aggregate/after spray | | – | | Fair/Fair | | Fair/Fair | | Fair/Fair | | – | |
| Demulsibility, 35 mL of 0.02 N $CaCl_2$, % | T 59 | 50 | – | – | – | – | – | – | – | – | – |
| Storage stability, 1 day, % | T 59 | – | 1 | – | 1 | – | 1 | – | 1 | – | 1 |
| Breaking index, g | Tex-542-C | – | – | | | | | | | | |
| Distillation test:[1] | T 59 | | | | | | | | | | |
| Residue by distillation, % by wt. | | 65 | – | 65 | – | 65 | – | 65 | – | 60 | – |
| Oil distillate, % by volume of emulsion | | – | 0.5 | – | 3 | – | 5 | – | 7 | – | 0.5 |
| Tests on residue from distillation: | | | | | | | | | | | |
| Polymer content, wt. % (solids basis) | Tex-533-C | 3.0 | – | – | – | – | – | – | – | 3.0 | – |
| Penetration, 77°F, 100 g, 5 sec. | T 49 | 90 | 140 | 150 | 300 | 300 | – | 300 | – | 100 | 140 |
| Solubility in trichloroethylene, % | T 44 | 97.0 | – | 97.0 | – | 97.0 | – | 97.0 | – | 97.0 | – |
| Viscosity, 140°F, poise | T 202 | 1,500 | – | – | – | – | – | – | – | 1,300 | – |
| Float test, 140°F, sec | T 50 | 1,200 | – | 1,200 | – | 1,200 | – | 1,200 | – | – | – |
| Ductility,[2] 39.2°F, 5 cm/min., cm | T 51 | 50 | – | – | – | – | – | – | – | 50 | – |
| Elastic recovery,2 50°F, % | Tex-539-C | 55 | – | – | – | – | – | – | – | – | – |
| Tests on RTFO curing of distillation residue | T 240 | | | | | | | | | | |
| Elastic recovery, 50°F, % | Tex-536-C | – | – | 50 | – | 50 | – | 30 | – | – | – |

1. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ±10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 min. (±5 min.) from the first application of heat.
2. HFRS-2P must meet one of either the ductility or elastic recovery requirements.

**Table 10**
**Polymer-Modified Cationic Emulsified Asphalt**

| Property | Test Procedure | Type–Grade | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Rapid-Setting | | | | | | Medium-Setting | | | | Slow-Setting | |
| | | CRS-2P | | CHFRS-2P | | CRS-2TR | | CMS-1P[3] | | CMS-2P[3] | | CSS 1P | |
| | | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max |
| Viscosity, Saybolt Furol | T 72 | | | | | | | | | | | | |
| 77°F, sec. | | – | – | – | – | – | – | 10 | 100 | – | – | 20 | 100 |
| 122°F, sec. | | 150 | 400 | 100 | 400 | 150 | 500 | – | – | 50 | 400 | – | – |
| Sieve test, % | T 59 | – | 0.1 | – | 0.1 | – | 0.1 | – | 0.1 | – | 0.1 | – | 0.1 |
| Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, % | T 59 | 70 | – | 60 | – | 40 | – | – | – | – | – | – | – |
| Storage stability, 1 day, % | T 59 | – | 1 | – | 1 | – | 1 | – | 1 | – | 1 | – | 1 |
| Breaking index, g | Tex-542-C | – | – | – | – | – | – | – | – | – | – | – | – |
| Particle charge | T 59 | Positive | | Positive | | Positive | | Positive | | Positive | | Positive | |
| Distillation test[1]: | T 59 | | | | | | | | | | | | |
| Residue by distillation, % by weight | | 65 | – | 65 | – | 65 | – | 30 | – | 60 | – | 62 | – |
| Oil distillate, % by volume of emulsion | | – | 0.5 | – | 0.5 | – | 3 | – | 0.5 | – | 0.5 | – | 0.5 |
| Tests on residue from distillation: | | | | | | | | | | | | | |
| Polymer content, wt. % (solids basis) | Tex-533-C | 3.0 | – | 3.0 | – | 5.0[7] | – | – | – | – | – | 3.0 | – |
| Penetration, 77°F, 100 g, 5 sec. | T 49 | 90 | 150 | 80 | 130 | 90 | 150 | 30 | – | 30 | – | 55 | 90 |
| Viscosity, 140°F, poise | T 202 | 1,300 | – | 1,300 | – | 1,000 | – | – | – | – | – | – | – |
| Solubility in trichloroethylene, % | T44 | 97.0 | – | 95.0 | – | 98 | – | – | – | – | – | 97.0 | – |
| Softening point, °F | T 53 | – | – | – | – | – | – | – | – | – | – | 135 | – |
| Ductility, 77°F, 5 cm/min., cm | T 51 | – | – | – | – | 40 | – | – | – | – | – | 70 | – |
| Float test, 140°F, sec. | T 50 | – | – | 1,800 | – | – | – | – | – | – | – | – | – |
| Ductility,[2] 39.2°F, 5 cm/min., cm | T 51 | 50 | – | – | – | – | – | – | – | – | – | – | – |
| Elastic recovery,[2] 50°F, % | Tex-539-C | 55 | – | 55 | – | – | – | – | – | – | – | – | – |
| Tests on residue from evaporative recovery: | R 78, Procedure B | | | | | | | | | | | | |
| Nonrecoverable creep compliance of residue, 3.2 kPa, 52°C, kPa-[1] | T 350 | – | – | – | – | – | – | – | 2.0 | – | 4.0 | – | – |
| Tests on rejuvenating agent: | | | | | | | | | | | | | |
| Viscosity, 140°F, cSt | T 201 | – | – | – | – | – | – | 50 | 175 | 50 | 175 | – | – |
| Flash point, C.O.C., °F | T 48 | – | – | – | – | – | – | 380 | – | 380 | – | – | – |
| Saturates, % by weight | D 2007 | – | – | – | – | – | – | – | 30 | – | 30 | – | – |
| Solubility in n-pentane, % by weight | D 2007 | – | – | – | – | – | – | 99 | – | 99 | – | – | – |
| Tests on rejuvenating agent after RTFO | T 240 | | | | | | | | | | | | |
| Weight Change, % | | – | – | – | – | – | – | – | 6.5 | – | 6.5 | – | – |
| Viscosity Ratio | | – | – | – | – | – | – | – | 3.0 | – | 3.0 | – | – |
| Tests on latex[4]: | | | | | | | | | | | | | |
| Tensile strength, die C dumbbell, psi | D 412[5] | – | – | – | – | – | – | 800 | – | 800 | – | – | – |
| Change in mass after immersion in rejuvenating agent, % | D 471 | – | – | – | – | – | – | – | 40[6] | – | 40[6] | – | – |

1. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F (±0°F). Maintain at this temperature for 20 min. Complete total distillation in 60 min. (±5 min.) from the first application of heat.
2. CRS-2P must meet one of either the ductility or elastic recovery requirements.
3. With all precertification samples of CMS-1P or CMS-2P, submit certified test reports showing that the rejuvenating agent and latex meet the stated requirements. Submit samples of these raw materials if requested by the Engineer.
4. Preparation of latex specimens: use any substrate and recovery method which produces specimens of uniform dimensions and which delivers enough material to achieve desired residual thickness.
5. Cut samples for tensile strength determination using a crosshead speed of 20 in. per minute.
6. Specimen must remain intact after exposure and removal of excess rejuvenating agent.
7. Modifier type is tire rubber.

**Table 10A**
**Non-Tracking Tack Coat Emulsion[1]**

| Property | Test Procedure | NT-HRE | | NT-RRE | | NT-SRE | |
|---|---|---|---|---|---|---|---|
| | | Min | Max | Min | Max | Min | Max |
| Viscosity, Saybolt Furol 77º F, sec. | T 72 | 15 | – | 15 | – | 10 | 100 |
| Storage stability, 1 Day, % | T 59 | – | 1 | – | 1 | – | 1 |
| Settlement, 5-day, % | T 59 | – | 5 | – | 5 | – | 5 |
| Sieve test, % | T 59 | – | 0.30 | – | 0.30 | – | 0.1 |
| Distillation test:[2] | T 59 | | | | | | |
| Residue by distillation, % by wt. | | 50 | – | 58 | – | 50 | – |
| Oil distillate, by volume of emulsion | | – | 1.0 | – | 1.0 | – | 1.0 |
| Test on residue from distillation: | | | | | | | |
| Penetration, 77ºF, 100 g, 5 sec. | T 49 | – | 20 | 15 | 45 | 40 | 90 |
| Solubility in trichloroethylene, % | T 44 | 97.5 | – | 97.5 | – | 97.5 | – |
| Softening point, ºF | T 53 | 150 | – | – | – | – | – |
| Dynamic shear, G*/sin(δ), 82°C, 10 rad/s, kPa | T 315 | 1.0 | – | – | – | – | – |

1. Due to the hardness of the residue, these emulsions should be heated to 120-140°F before thoroughly mixing as the emulsion is being prepared for testing.
2. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350ºF ± 10ºF. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from first application of heat.

**Table10B**
**Spray Applied Underseal Membrane Polymer-Modified Emulsions (EBL)**

| Property | Test Procedure | Min | Max |
|---|---|---|---|
| Viscosity @ 77°F, SSF | T 72 | 20 | 100 |
| Storage Stability[1], % | T 59 | – | 1 |
| Demulsibility[2] Anionic emulsions – 35 mL of 0.02 N CaCl2, % Cationic emulsions – 35 mL of 0.8% sodium dioctyl sulfosuccinate, % | T 59 | 55 | – |
| Sieve Test[3], % | T 59 | – | 0.05 |
| Distillation Test[4] | T 59 | | |
| Residue by distillation, % by wt. | | 63 | |
| Oil portion of distillate, % by vol. | | | 0.5 |
| Test on Residue from Distillation | | | |
| Elastic Recovery @ 50°F, 50 mm/min., % | Tex-539-C | 60 | – |
| Penetration @ 77°F, 100 g, 5 sec., 0.1 mm | T 49 | 80 | 130 |

1. After standing undisturbed for 24 hr., the surface must be smooth, must not exhibit a white or milky colored substance, and must be a homogeneous color throughout.
2. Material must meet demulsibility test for emulsions.
3. May be required by the Engineer only when the emulsion cannot be easily applied in the field.
4. The temperature on the lower thermometer should be brought slowly to 350°F ± 10°F and maintained at this temperature for 20 min. The total distillation should be completed in 60 ± 5 min. from the first application of heat.

**Table 10C**
**Full-Depth Reclamation Emulsion (FDR EM)**

| Property | Test Procedure | Standard Yield (SY) | | High Yield (HY) | |
|---|---|---|---|---|---|
| | | Min | Max | Min | Max |
| Sieve test, % | T 59 | – | 0.1 | – | 0.1 |
| Viscosity Saybolt Furol @ 77°F, sec. | T 59 | 20 | 100 | 20 | 100 |
| Distillation test[1]: | T 59 | | | | |
| Residue by distillation, % by wt. | | 60 | – | 63 | – |
| Oil portion of distillate, % by vol. | | – | 0.5 | – | 0.5 |
| Test on residue from distillation: | T 49 | | | | |
| Penetration @ 77°F, dmm | | 55 | 95 | 120 | – |
| Test on rejuvenating agent: | | | | | |
| BWOA, %[2] | *** | – | – | 2 | – |
| Viscosity @ 140°F, cSt | T 201 | – | – | 50 | 175 |
| Flash Point, COC, °F | T 48 | – | – | 380 | – |
| Solubility in n-pentane, % by wt. | D2007 | – | – | 99 | – |

1. The temperature on the lower thermometer should be brought slowly to 350°F ±10°F and maintained at this temperature for 20 min. The total distillation should be completed in 60 ± 5 min. from the first application of heat.
2. BWOA = By weight of asphalt. Provide a manufacturer's certificate of analysis (COA) with the percent of rejuvenator added.

2.5. **Specialty Emulsions.** Provide specialty emulsion that is either asphalt-based or resin-based and meets the requirements of Table 11 or Table 11A.

**Table 11**
**Specialty Emulsions**

| Property | Test Procedure | Type–Grade | | | | | |
|---|---|---|---|---|---|---|---|
| | | Medium-Setting | | | | Slow-Setting | |
| | | AE-P | | EAP&T | | PCE[1] | |
| | | Min | Max | Min | Max | Min | Max |
| Viscosity, Saybolt Furol | T 72 | | | | | | |
| 77°F, sec. | | – | – | – | – | 10 | 100 |
| 122°F, sec. | | 15 | 150 | – | – | – | – |
| Sieve test, % | T 59 | – | 0.1 | – | 0.1 | – | 0.1 |
| Miscibility[2] | T 59 | – | | Pass | | Pass | |
| Demulsibility, 35 mL of 0.10 N $CaCl^2$, % | T 59 | – | 70 | – | – | – | – |
| Storage stability, 1 day, % | T 59 | – | 1 | – | 1 | – | – |
| Particle size,[5] % by volume < 2.5 μm | Tex-238-F[3] | – | – | 90 | – | 90 | – |
| Asphalt emulsion distillation to 500°F followed by Cutback asphalt distillation of residue to 680°F: | T 59 & T 78 | | | | | | |
| Residue after both distillations, % by wt. | | 40 | – | – | – | – | – |
| Total oil distillate from both distillations, % by volume of emulsion | | 25 | 40 | – | – | – | – |
| Residue by distillation, % by wt. | T 59 | – | – | 60 | – | – | – |
| Residue by evaporation,[4] % by wt. | T 59 | – | – | – | – | 60 | – |
| Tests on residue after all distillations: | | | | | | | |
| Viscosity, 140°F, poise | T 202 | – | – | 800 | – | – | – |
| Kinematic viscosity,[5] 140°F, cSt | T 201 | – | – | – | – | 100 | 350 |
| Flash point C.O.C., °F | T 48 | – | – | – | – | 400 | – |
| Solubility in trichloroethylene, % | T 44 | 97.5 | – | – | – | – | – |
| Float test, 122°F, sec. | T 50 | 50 | 200 | – | – | – | – |

1. Supply with each shipment of PCE:
   - a copy of a lab report from an approved analytical lab, signed by a lab official, indicating the PCE formulation does not meet any characteristics of a Resource Conservation Recovery Act (RCRA) hazardous waste;
   - a certification from the producer that the formulation supplied does not differ from the one tested and that no listed RCRA hazardous wastes or Polychlorinated Biphenyls (PCBs) have been mixed with the product; and
   - a Safety Data Sheet.
2. Exception to T 59: In dilution, use 350 mL of distilled or deionized water and a 1,000-mL beaker.
3. Use Tex-238-F, beginning at "Particle Size Analysis by Laser Diffraction," with distilled or deionized water as a medium and no dispersant, or use another approved method.
4. Exception to T 59: Leave sample in the oven until foaming ceases, then cool and weigh.
5. PCE must meet either the kinematic viscosity requirement or the particle size requirement.

**Table 11A**
**Hard Residue Surface Sealant**

| Property | Test Procedure | Min | Max |
|---|---|---|---|
| Viscosity, Krebs unit, 77ºF, Krebs units | D 562 | 45 | 75 |
| Softening point, ºF | Tex-505-C[1] | 250 | – |
| Uniformity | D 2939 | Pass[2] | |
| Resistance to heat | D 2939 | Pass[3] | |
| Resistance to water | D 2939 | Pass[4] | |
| Wet flow, mm | D 2939 | – | 0 |
| Resistance to Kerosene (optional)[5] | D 2939 | Pass[6] | |
| Ultraviolet exposure, UVA-340, 0.77 W/m$^2$, 50°C chamber, 8 hr. UV lamp, 5 min. spray, 3 hr. 55 min. condensation, 1,000 hr. total exposure[7] | G 154 | Pass[8] | |
| Abrasion loss, 1.6 mm thickness, liquid only, % | ISSA TB-100 | – | 1.0 |
| Residue by evaporation, % by weight | D 2939 | 33 | – |
| Tests on residue from evaporation:<br>Penetration, 77ºF, 100 g, 5 sec.<br>Flash point, Cleveland open cup, °F | <br>T 49<br>T 48 | <br>15<br>500 | <br>30 |
| Tests on base asphalt before emulsification<br>Solubility in trichloroethylene, % | <br>T 44 | <br>98 | <br>– |

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product must be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

2.6. **Recycling Agent**. Recycling agent and emulsified recycling agent must meet the requirements in Table 12. Additionally, recycling agent and residue from emulsified recycling agent, when added in the specified proportions to the recycled asphalt, must meet the properties specified on the plans.

**Table 12**
**Recycling Agent and Emulsified Recycling Agent**

| Property | Test Procedure | Recycling Agent | | Emulsified Recycling Agent (ARA-1) | | Polymer Modified Emulsified Recycling Agent (ARA-1P) | |
|---|---|---|---|---|---|---|---|
| | | Min | Max | Min | Max | Min | Max |
| Viscosity, Saybolt Furol, 77°F, sec. | T 72 | – | – | 15 | 100 | 15 | 110 |
| Sieve test, % | T 59 | – | – | – | 0.1 | – | 0.1 |
| Miscibility[1] | T 59 | – | | No coagulation | | | |
| Residue by evaporation,[2] % by wt. | T 59 | – | – | 60 | – | – | – |
| Distillation test:<br>Residue by distillation, % by wt.<br>Oil distillate, % by volume of emulsion | T 59 | | | | | <br>60<br>– | <br>65<br>2 |
| Penetration of Distillation Residue at 39.2°F, 100 g, 5 sec. | T 49 | | | | | 110 | 190 |
| Tests on recycling agent or residue from evaporation:<br>Flash point, C.O.C., °F<br>Kinematic viscosity,<br>140°F, cSt<br>275°F, cSt | <br>T 48<br>T 201 | <br>400<br><br>75<br>– | <br>–<br><br>200<br>10.0 | <br>400<br><br>75<br>– | <br>–<br><br>200<br>10.0 | <br>400 | <br>– |

1. Exception to T 59: Use 0.02 N CaCl2 solution in place of water.
2. Exception to T 59: Maintain sample at 300°F until foaming ceases, then cool and weigh.

2.7. **Crumb Rubber Modifier**. Crumb rubber modifier (CRM) consists of automobile and truck tires processed by ambient temperature grinding.

CRM must be:

- free from contaminants including fabric, metal, and mineral and other nonrubber substances;
- free-flowing; and
- nonfoaming when added to hot asphalt binder.

Ensure rubber gradation meets the requirements of the grades in Table 13 when tested in accordance with Tex-200-F, Part I, using a 50-g sample.

**Table 13**
**CRM Gradations**

| Sieve Size (% Passing) | Grade A | | Grade B | | Grade C | | Grade D | Grade E |
|---|---|---|---|---|---|---|---|---|
| | Min | Max | Min | Max | Min | Max | | |
| #8 | 100 | – | – | – | – | – | As shown on the plans | As approved |
| #10 | 95 | 100 | 100 | – | – | – | | |
| #16 | – | – | 70 | 100 | 100 | – | | |
| #30 | – | – | 25 | 60 | 90 | 100 | | |
| #40 | – | – | – | – | 45 | 100 | | |
| #50 | 0 | 10 | – | – | – | – | | |
| #200 | – | – | 0 | 5 | – | – | | |

2.8. **Crack Sealer**. Provide polymer-modified asphalt-emulsion crack sealer meeting the requirements of Table 14. Provide rubber-asphalt crack sealer meeting the requirements of Table 15.

**Table 14**
**Polymer-Modified Asphalt-Emulsion Crack Sealer**

| Property | Test Procedure | Min | Max |
|---|---|---|---|
| Rotational viscosity, 77°F, cP | D 2196, Method A | 10,000 | 25,000 |
| Sieve test, % | T 59 | – | 0.1 |
| Storage stability, 1 day, % | T 59 | – | 1 |
| Evaporation<br>Residue by evaporation, % by wt. | Tex-543-C | 65 | – |
| Tests on residue from evaporation:<br>Penetration, 77°F, 100 g, 5 sec.<br>Softening point, °F<br>Ductility, 39.2°F, 5 cm/min., cm | <br>T 49<br>T 53<br>T 51 | <br>35<br>140<br>100 | <br>75<br>–<br>– |

**Table 15**
**Rubber-Asphalt Crack Sealer**

| Property | Test Procedure | Class A | | Class B | |
|---|---|---|---|---|---|
| | | Min | Max | Min | Max |
| CRM content, Grade A or B, % by wt. | Tex-544-C | 22 | 26 | – | – |
| CRM content, Grade B, % by wt. | Tex-544-C | – | – | 13 | 17 |
| Virgin rubber content,[1] % by wt. | | – | – | 2 | – |
| Flash point,[2] C.O.C., °F | T 48 | 400 | – | 400 | – |
| Penetration,[3] 77°F, 150 g, 5 sec. | T 49 | 30 | 50 | 30 | 50 |
| Penetration,[3] 32°F, 200 g, 60 sec. | T 49 | 12 | – | 12 | – |
| Softening point, °F | T 53 | – | – | 170 | – |
| Bond Test, non-immersed, 0.5 in specimen, 50% extension, 20°F[4] | D5329 | – | | Pass | |

1. Provide certification that the Min % virgin rubber was added.
2. Agitate the sealing compound with a 3/8- to 1/2 in. (9.5- to 12.7 mm) wide, square-end metal spatula to bring the material on the bottom of the cup to the surface (i.e., turn the material over) before passing the test flame over the cup. Start at one side of the thermometer, move around to the other, and then return to the starting point using 8 to 10 rapid circular strokes. Accomplish agitation in 3 to 4 sec. Pass the test flame over the cup immediately after stirring is completed.
3. Exception to T 49: Substitute the cone specified in D 217 for the penetration needle.
4. Allow no crack in the crack sealing materials or break in the bond between the sealer and the mortar blocks over 1/4 in. deep for any specimen after completion of the test.

2.9. **Asphalt-Rubber Binders**. Provide asphalt-rubber (A-R) binders that are mixtures of asphalt binder and CRM, which have been reacted at elevated temperatures. Provide A-R binders meeting D6114 and containing a minimum of 15% CRM by weight. Provide Types I or II, containing CRM Grade C, for use in hot-mixed aggregate mixtures. Provide Types II or III, containing CRM Grade B, for use in surface treatment binder. Ensure binder properties meet the requirements of Table 16.

**Table 16**
**A-R Binders**

| Property | Test Procedure | Binder Type | | | | | |
|---|---|---|---|---|---|---|---|
| | | Type I | | Type II | | Type III | |
| | | Min | Max | Min | Max | Min | Max |
| Apparent viscosity, 347°F, cP | D2196, Method A | 1,500 | 5,000 | 1,500 | 5,000 | 1,500 | 5,000 |
| Penetration, 77°F, 100 g, 5 sec. | T 49 | 25 | 75 | 25 | 75 | 50 | 100 |
| Penetration, 39.2°F, 200 g, 60 sec. | T 49 | 10 | – | 15 | – | 25 | – |
| Softening point, °F | T 53 | 135 | – | 130 | – | 125 | – |
| Resilience, 77°F, % | D5329 | 25 | – | 20 | – | 10 | – |
| Flash point, C.O.C., °F | T 48 | 450 | – | 450 | – | 450 | – |
| Tests on residue from Thin-Film Oven Test:<br>Retained penetration ratio, 39.2°F, 200 g, 60 sec., % of original | T 179<br>T 49 | 75 | – | 75 | – | 75 | – |

2.10. **Performance-Graded Binders**. Provide PG binders that are smooth and homogeneous, show no separation when tested in accordance with Tex-540-C, and meet the requirements of Table 17.

Separation testing is not required if:

- a modifier is introduced separately at the mix plant either by injection in the asphalt line or mixer,
- the binder is blended on site in continuously agitated tanks, or
- binder acceptance is based on field samples taken from an in-line sampling port at the hot-mix plant after the addition of modifiers.

**Table 17**
**Performance-Graded Binders**

| Property and Test Method | Performance Grade | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PG 58 | | | PG 64 | | | | PG 70 | | | | PG 76 | | | | PG 82 | | | |
| | -22 | -28 | -34 | -16 | -22 | -28 | -34 | -16 | -22 | -28 | -34 | -16 | -22 | -28 | -34 | -16 | -22 | -28 | |
| Average 7-day max pavement design temperature, °C[1] | 58 | | | 64 | | | | 70 | | | | 76 | | | | 82 | | | |
| Min pavement design temperature, °C[1] | -22 | -28 | -34 | -16 | -22 | -28 | -34 | -16 | -22 | -28 | -34 | -16 | -22 | -28 | -34 | -16 | -22 | -28 | |
| **Original Binder** | | | | | | | | | | | | | | | | | | | |
| Flash point, T 48, Min, °C | 230 | | | | | | | | | | | | | | | | | | |
| Viscosity, T 316[2, 3]: Max, 3.0 Pa·s, test temperature, °C | 135 | | | | | | | | | | | | | | | | | | |
| Dynamic shear, T 315[4]: G*/sin(δ), Min, 1.00 kPa, Max, 2.00 kPa[7], Test temperature @ 10 rad/sec., °C | 58 | | | 64 | | | | 70 | | | | 76 | | | | 82 | | | |
| Elastic recovery, D6084, 50°F, % Min[8] | – | – | 30 | – | – | 30 | 50 | – | 30 | 50 | 60 | 30 | 50 | 60 | 70 | 50 | 60 | 70 | |
| **Rolling Thin-Film Oven (Tex-506-C)** | | | | | | | | | | | | | | | | | | | |
| Mass change, T 240, Max, % | 1.0 | | | | | | | | | | | | | | | | | | |
| Dynamic shear, T 315: G*/sin(δ), Min, 2.20 kPa, Max, 5.00 kPa[7], Test temperature @ 10 rad/sec., °C | 58 | | | 64 | | | | 70 | | | | 76 | | | | 82 | | | |
| MSCR, T350, Recovery, 0.1 kPa, High Temperature, % Min[8] | – | – | 20 | – | – | 20 | 30 | – | 20 | 30 | 40 | 20 | 30 | 40 | 50 | 30 | 40 | 50 | |
| **Pressure Aging Vessel (PAV) Residue (R 28)** | | | | | | | | | | | | | | | | | | | |
| PAV aging temperature, °C | 100 | | | | | | | | | | | | | | | | | | |
| Dynamic shear, T 315: G*sin(δ), Max, 5,000 kPa Test temperature @ 10 rad/sec., °C | 25 | 22 | 19 | 28 | 25 | 22 | 19 | 28 | 25 | 22 | 19 | 28 | 25 | 22 | 19 | 28 | 25 | 22 | |
| Creep stiffness, T 313[5, 6]: *S*, max, 300 MPa, *m*-value, Min, 0.300 Test temperature @ 60 sec., °C | -12 | -18 | -24 | -6 | -12 | -18 | -24 | -6 | -12 | -18 | -24 | -6 | -12 | -18 | -24 | -6 | -12 | -18 | |
| Direct tension, T 314[6]: Failure strain, min, 1.0% Test temperature @ 1.0 mm/min., °C | -12 | -18 | -24 | -6 | -12 | -18 | -24 | -6 | -12 | -18 | -24 | -6 | -12 | -18 | -24 | -6 | -12 | -18 | |

1. Pavement temperatures are estimated from air temperatures and using an algorithm contained in a Department-supplied computer program, may be provided by the Department, or by following the procedures outlined in AASHTO MP 2 and PP 28.
2. This requirement may be waived at the Department's discretion if the supplier warrants that the asphalt binder can be adequately pumped, mixed, and compacted at temperatures that meet all applicable safety, environmental, and constructability requirements. At test temperatures where the binder is a Newtonian fluid, any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).
3. Viscosity at 135°C is an indicator of mixing and compaction temperatures that can be expected in the lab and field. High values may indicate high mixing and compaction temperatures. Additionally, significant variation can occur from batch to batch. Contractors should be aware that variation could significantly impact their mixing and compaction operations. Contractors are therefore responsible for addressing any constructability issues that may arise.
4. For quality control of unmodified asphalt binder production, measurement of the viscosity of the original asphalt binder may be substituted for dynamic shear measurements of G*/sin(δ) at test temperatures where the asphalt is a Newtonian fluid. Any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).
5. Silicone beam molds, as described in AASHTO TP 1-93, are acceptable for use.
6. If creep stiffness is below 300 MPa, direct tension test is not required. If creep stiffness is between 300 and 600 MPa, the direct tension failure strain requirement can be used instead of the creep stiffness requirement. The m value requirement must be satisfied in both cases.
7. Maximum values for unaged and RTFO aged dynamic shear apply only to materials used as substitute binders, as described in Item 340, "Dense-Graded Hot-Mix Asphalt (Small Quantity)", Item 341, "Dense-Graded Hot-Mix Asphalt, and Item 344, "Superpave Mixtures."
8. Elastic Recovery (ASTM D6084) is not required unless MSCR (AASHTO T 350) is less than the minimum % recovery. Elastic Recovery must be used for the acceptance criteria in this instance.

## 3. EQUIPMENT

Provide all equipment necessary to transport, store, sample, heat, apply, and incorporate asphalts, oils, and emulsions.

## 4. CONSTRUCTION

**Typical Material Use.** Use materials shown in Table 18, unless otherwise determined by the Engineer.

**Table18**
**Typical Material Use**

| Material Application | Typically Used Materials |
|---|---|
| Hot-mixed, hot-laid asphalt mixtures | PG binders, A-R binders Types I and II |
| Surface treatment | AC-5, AC-10, AC-15P, AC-20XP, AC-10-2TR, AC-20-5TR, HFRS-2, MS-2, CRS-2, CRS-2H, CRS-2TR, CMS-2P HFRS-2P, CRS-2P, CHFRS-2P, A-R binders Types II and III |
| Surface treatment (cool weather) | AC12-5TR, RC-250, RC-800, RC-3000, MC-250, MC-800, MC-3000, MC-2400L, CMS-2P |
| Precoating | AC-5, AC-10, PG 64-22, SS-1, SS-1H, CSS-1, CSS-1H |
| Tack coat | PG Binders, SS-1H, CSS-1H, EAP&T, TRAIL, EBL |
| Fog seal | SS-1, SS-1H, CSS-1, CSS-1H, CMS-1P |
| Hot-mixed, cold-laid asphalt mixtures | AC-0.6, AC-1.5, AC-3, AES-300, AES-300P, CMS-2, CMS-2S |
| Patching mix | MC-800, SCM I, SCM II, AES-300S |
| Recycling | AC-0.6, AC-1.5, AC-3, AES-150P, AES-300P, recycling agent, emulsified recycling agent |
| Crack sealing | SS-1P, polymer mod AE crack sealant, rubber asphalt crack sealers (Class A, Class B) |
| Microsurfacing | CSS-1P |
| Prime | MC-30, AE-P, EAP&T, PCE |
| Curing membrane | SS-1, SS-1H, CSS-1, CSS-1H, PCE |
| Erosion control | SS-1, SS-1H, CSS-1, CSS-1H, PCE |
| FDR -Foaming | PG 64-22, FDR EM-SY, FDR EM-HY |

4.1. **Storage and Application Temperatures**. Use storage and application temperatures in accordance with Table 19. Store and apply materials at the lowest temperature yielding satisfactory results. Follow the manufacturer's instructions for any agitation requirements in storage. Manufacturer's instructions regarding recommended application and storage temperatures supersede those of Table 19.

**Table19**
**Storage and Application Temperatures**

| Type-Grade | Application | | Storage Max (°F) |
|---|---|---|---|
| | Recommended Range (°F) | Max Allowable (°F) | |
| AC-0.6, AC-1.5, AC-3 | 200–300 | 350 | 350 |
| AC-5, AC-10 | 275–350 | 350 | 350 |
| AC-15P, AC-20-5TR, AC12-5TR and AC10-2TR | 300–375 | 375 | 360 |
| RC-250 | 125–180 | 200 | 200 |
| RC-800 | 170–230 | 260 | 260 |
| RC-3000 | 215–275 | 285 | 285 |
| MC-30, AE-P | 70–150 | 175 | 175 |
| MC-250 | 125–210 | 240 | 240 |
| MC-800, SCM I, SCM II | 175–260 | 275 | 275 |
| MC-3000, MC-2400L | 225–275 | 290 | 290 |
| HFRS-2, MS-2, CRS-2, CRS-2H, HFRS-2P, CRS-2P, CMS-2, CMS-2S, AES-300, AES-300S, AES-150P, AES-300P, CRS-2TR | 120–160 | 180 | 180 |
| SS-1, SS-1H, CSS-1, CSS-1H, PCE, EAP&T, SS-1P, RS-1P, CRS-1P, CSS-1P, recycling agent, emulsified recycling agent, polymer mod AE crack sealant | 50–130 | 140 | 140 |
| PG binders | 275–350 | 350 | 350 |
| Rubber asphalt crack sealers (Class A, Class B) | 350–375 | 400 | – |
| A-R binders Types I, II, and III | 325–425 | 425 | 425 |

## 5. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but is subsidiary or is included in payment for other pertinent Items.

# Special Specification 6185

# Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)

## 1. DESCRIPTION

Furnish, operate, maintain and remove upon completion of work, Truck Mounted Attenuator (TMA) or Trailer Attenuator (TA).

## 2. MATERIALS

Furnish, operate and maintain new or used TMAs or TAs. Assure used attenuators are in good working condition and are approved for use. A list of approved TMA/TA units can be found in the Department's Compliant Work Zone Traffic Control Devices List. The host vehicle for the TMA and TA must weigh a minimum of 19,000 lbs. Host vehicles may be ballasted to achieve the required weight. Any weight added to the host vehicle must be properly attached or contained within it so that it does not present a hazard and that proper energy dissipation occurs if the attenuator is impacted from behind by a large truck. The weight of a TA will not be considered in the weight of the host vehicle but the weight of a TMA may be included in the weight of the host vehicle. Upon request, provide either a manufacturer's curb weight or a certified scales weight ticket to the Engineer.

## 3. CONSTRUCTION

Place or relocate TMA/TAs as shown on the plans or as directed. The plans will show the number of TMA/TAs needed, for how many days or hours, and for which construction phases.

Maintain the TMA/TAs in good working condition. Replace damaged TMA/TAs as soon as possible.

## 4. MEASUREMENT

4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the each or by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. A minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation.

## 5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Truck Mounted Attenuators/Trailer Attenuators (Stationary)," or "Truck Mounted Attenuators/Trailer Attenuators (Mobile Operation)." This price is full compensation for furnishing TMA/TA: set up; relocating; removing; operating; fuel; and equipment, materials, tools, labor, and incidentals.

# Special Specification 6438

# Mobile Retroreflectivity Data Collection for Pavement Markings

## 1. DESCRIPTION

Furnish mobile retroreflectivity data collection (MRDC) for pavement markings on roadways as shown on the plans or as designated by the Engineer. Conduct MRDC on dry pavement only. Provider is defined as the Contractor or Subcontractor who collects the MRDC data.

## 2. EQUIPMENT AND PERSONNEL

2.1. **Mobile Retroreflectometer**. Provide a self-propelled, mobile retroreflectometer certified by the Texas A&M Transportation Institute (TTI) Mobile Retroreflectometer Certification Program.

2.2. **Portable Retroreflectometer**. Provide a portable retroreflectometer that uses 30-meter geometry meeting the requirements described in ASTM E 1710. Maintain, service, and calibrate all portable retroreflectometers according to the manufacturer's instructions.

2.3. **Operating Personnel for Mobile Retroreflectometer**. Provide all personnel required to operate the mobile retroreflectometer and portable retroreflectometer. Ensure MRDC system operator has a current certification from the TTI Mobile Retroreflectometer Certification Program to conduct MRDC with the certified mobile retroreflectometer provided.

2.4. **Additional Personnel**. Provide any other personnel necessary to compile, evaluate, and submit MRDC.

2.5. **Safety Equipment**. Supply and operate all required safety equipment to perform this service.

## 3. MRDC DOCUMENTATION AND TESTING

Document all MRDC by county and roadway or as directed by the Engineer. Submit all data to the Department and to the TTI Mobile Retroreflectometer Certification Program no later than three working days after the day the data is collected. Submit all raw data collected in addition to all other data submitted. Provide data files in Microsoft Excel format or a format approved by the Engineer. Provide measurement notification and field tests as specified. Verification and referee testing may be conducted at the Department's discretion.

3.1. **Preliminary Documentation Sample**. Submit a sample data file, video, and map of MRDC data in the required format 10 working days before beginning any work. The format must meet specification and be approved by the Engineer before any work may begin.

3.2. **Initial Documentation Review and Approval**. The Department will review documentation submitted for the first day of MRDC, and if it does not meet specification requirements, will not allow further MRDC until deficiencies are corrected. The Department will inform the Provider no later than three working days after submittal if the first day of MRDC does not meet specification requirements. Time charges will continue unless otherwise directed by the Engineer.

3.3. **Data File**. Provide data files with the following:

- date;
- district number;

- county;
- Project CSJ number;
- name of mobile retroreflectometer operator;
- route number with reference markers or other reference information provided by the Engineer to indicate the location of beginning and end data collection points on that roadway;
- cardinal direction;
- line type (single solid, single broken, double solid, etc.);
- line color;
- file name corresponding to video;
- data for each centerline listed separately;
- average reading taken for each 0.1-mi. interval (or interval designated by the Engineer);
- accurate GPS coordinates (within 20 ft.) for each interval;
- color-coding for each interval indicating passing or failing, unless otherwise directed by the Engineer (passing and failing thresholds provided by the Engineer);
- graphical representation of the MRDC (y-axis showing retroreflectivity and x-axis showing intervals) corresponding with each data file;
- distance in miles driven while measuring the pavement markings;
- event codes (pre-approved by the Engineer) indicating problems with measurement;
- portable retroreflectometer field check average reading and corresponding mobile average reading for that interval when applicable; and
- upper validation threshold (may be included separately with the raw data but must be clearly identified with the data collected using that threshold).

3.4. **Map**. Provide a map in an electronic format approved by the Engineer with each MRDC submission that includes the following information:

- date;
- district number;
- county;
- color-coded 1-mi. intervals (or interval length designated by the Engineer) for passing and failing retroreflectivity values or retroreflectivity threshold values provided by the Engineer; and
- percentage of passing and failing intervals, if required by the Engineer.

3.5. **Video**. Provide a high-quality DVD or electronic video file with the following information:

- date and corresponding data file name on label;
- district number;
- county;
- route number with reference markers or other designated reference information to indicate the location of beginning and end collection points on that roadway; and
- retroreflectivity values presented on the same screen with the following information:
  - date;
  - location;
  - starting and ending mileage;
  - total miles;
  - retroreflectivity readings; and
  - upper validation thresholds (may be included separately with the raw data but must be clearly identified with the data collected using that threshold).

3.6. **Field Comparison Checks with a Portable Retroreflectometer**. Take a set of field comparison readings with the portable retroreflectometer at least once every 4 hr. while conducting MRDC or at the frequency designated by the Engineer. Take a minimum of 20 readings, spread out over the interval measured. List the average portable retroreflectometer reading next to the mobile average reading for that interval with the

reported MRDC data. Request approval from the Engineer to take field comparison readings on a separate roadway, when measuring a roadway where portable retroreflectometer readings are difficult to take. Take the off-location field comparison readings at no additional cost. Submit the portable retroreflectometer printout of all the readings taken for the field comparison check with the corresponding MRDC data submitted. The mobile average reading must be within ±15% of the portable average reading. The Engineer may require new MRDC for some or all of the pavement markings measured in a 4-hr. interval before a field comparison check not meeting the ±15% range. Provide the new MRDC at no extra cost to the Department. The Engineer may take readings with a Department portable retroreflectometer to ensure accuracy at any time. The Department's Materials and Tests Division (MTD) will take comparison readings and serve as the referee if there is a significant difference between the Engineer's portable readings and the Provider's mobile and handheld readings. For best results, take field comparison readings on a fairly flat and straight roadway when possible.

3.7. **Periodic Field Checks at Pre-Measured Locations**. When requested by the Engineer, measure with the mobile unit and report to the Engineer immediately after measurement the average retroreflectivity values for a designated pre-measured test location. The Engineer will have taken measurements at the test location within 10 days of the test. The test location will not include pavement markings less than 30 days old. If the measured averages do not fall within ±15% of the pre-measured averages, further calibration and comparison measurements may be required before any further MRDC. Submit the results of the field check with the MRDC report for that day.

3.8. **Measurement Notification**. Provide notification via email to Mobileretro@tamu.edu with a carbon copy to the Engineer a minimum of 24 hr. before mobile retroreflectivity data collection to allow for scheduling verification testing when needed.

3.9. **Verification Testing.** The Engineer or a third party may perform retroreflectivity verification testing within seven days of the Provider's retroreflectivity readings. The Provider-submitted retroreflectivity data will be compared to the verification test data to determine acceptability of the Provider's mobile retroreflectometer data. Comparison of the data will result in one of the two scenarios below:

- Provider's Data is Validated – if the difference between Provider's and Engineer-third party data is 20% or less, then the Provider's data is validated. The Provider's data will be used for acceptance.

- Provider's Data is not Validated – if the difference between Provider's and Engineer-third party data is more than 20%, then the Provider's data is not validated. The Engineer-third party data will be used for acceptance and the Provider will be required to take corrective action before additional Provider data collection and may require re-certification of the mobile retroreflectometer. If the Engineer determines that the Provider's data might be correct then, referee testing may be requested by the Engineer.

3.10. **Referee Testing.** MTD will perform referee testing using portable retroreflectometers to determine if the markings need to be restriped to meet the required retroreflectivity level. The referee test results will be final. Referee testing will be conducted on the verification test sections using the method for portable retroreflectometers specified in Item 666, "Reflectorized Pavement Markings."

## 4. FINAL REPORT

Submit a final report in the format specified by the Engineer to the Department's Traffic Engineering representative within one calendar week after the service is complete. The final report must contain a list of all problems encountered (pre-approved event codes) and the locations where problems occurred during MRDC.

## 5. MEASUREMENT

When mobile retroreflectivity data collection for pavement markings is specified on the plans to be a pay item, measurement will be by the mile driven while measuring pavement markings.

## 6. PAYMENT

Unless otherwise specified on the plans, the work performed, materials furnished, equipment, labor, tools, and incidentals will not be paid for directly, but will be considered subsidiary to bid items of the Contract. When mobile retroreflectivity data collection for pavement markings is specified on the plans to be a pay item, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Mobile Retroreflectivity Data Collection." This price is full compensation for providing summaries of readings to the Engineer, equipment calibration and prequalification, equipment, labor, tools, and incidentals.

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