CONTRACT DOCUMENTS

&

TECHNICAL SPECIFICATIONS

FOR

THE CITY OF JOHNSON CITY
2021-2022 STREET IMPROVEMENTS

CRACK ROUTING / CRACK SEAL,
POTHOLE REPAIR / LEVEL UP,
ONE-COURSE SURFACE TREATMENT &
RETROREFLECTORIZED PAVEMENT MARKINGS

as prepared by:

City of Johnson City
Public Works Department
303 E. Pecan Dr. (Physical)
P.O. Box 369 (Mailing)
Johnson City, Texas 78636-0369

830.868.7111 (Telephone) – 830.868.7718 (Facsimile)

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NOTICE TO CONTRACTORS

Sealed bids, addressed to Chief Administrative Officer Rick Schroder, will be received by mail or in person at City Hall, 303 E. Pecan Dr. (Physical), P.O. Box 369 (Mailing), Johnson City, Texas 78636 until **3:00 p.m. January 28, 2022** and then publicly opened and read aloud at the same location at 3:15 p.m. for the "City of Johnson City 2021-2022 Street Improvements" project. A **non-mandatory pre-bid meeting** will be held on **January 7, 2022 at 3:00 p.m.** at City Hall. Any bids received after the above-stated date and time will be returned unopened.

The project is described as follows:

- Mobilization (TxDOT Spec. 500)
- Barricades, Signs & Traffic Handling (TxDOT Spec. 502)
- One-Way Traffic Control (TxDOT Spec. 510)
- Right-of-Way Preparation (TxDOT Spec. 100)
- Crack Routing & Sealing (TxDOT Spec. 712):

Roadway	Area (sq. yds.)
281 Loop (US Hwy 281 to 217 281 Loop)	1661
Arrowhead Dr	348
Ashlee Ln	844
Bar S Dr	550
Brianna Circle	4389
Cedar	718
Chupadero Dr	728
City Park Parking Lot	1435
Diamond X Dr	1309
E Ash	9254
E Bluebonnet Ln	4513
E Cypress St	2275
E Dawn Dr	1239
E Elm St	4501
E Ladybird Ln	2988
E Pecan Dr	3501
Florance	356
Gonzales Ave	1247
Haley Rd (Mesquite to Alamo)	2483
LBJ Dr	5208
Leaning Oak Cir	1207
Liveoak Dr	9795
Miranda Ct	826
N Ave C	2608
N Ave E	8887
N Ave F	3115
N Ave G	4288

N Ave J (US Hwy 290 to W Pecan Dr)	953
N Ave K	674
N Ave L	690
N Ave O	2954
N Winters Furr	2050
Old Austin Hwy	5046
Pitchfork Dr	236
Plumb Short	667
Post Oak Dr	3928
Ranchview Dr	12209
S Ave E	1375
S Ave F (US Hwy 290 to E Lady Bird Ln & Chupadero to City Limits)	9720
S Ave G	1609
N Ave Q (US Hwy 290 to W Pecan Dr)	3406
S Winters Furr	1384
Softball Field Parking Lot	1327
Spring View Dr	2560
Victory Ln	1035
W Bluebonnet Ln	254
W Crestview	717
W Cypress	713
W Dawn Dr	1331
W Pecan Dr	11132
Winding Oak Dr	2539

- Pothole Repair / Level Up (TxDOT Spec. Nos. 700 & 340):

Roadway	**Area (sq. yds.)**
4 6s Dr	234
Alamo	716
Ashlee Ln	844
Crestview Dr	3263
Danz Well Rd (S Ave Q to 817 Danz Well Rd)	1511
Double U Dr	242
Duncan Ave	163
E Ash	9254
E Cypress St	2275
E Dawn Dr	1239
E Ladybird Ln	2988
Fannin	1024
Haley Rd (Alamo to End)	4087
Heritage Bend	682
Heritage Dr	5048
Heritage Pt	308

Hillcrest	2685
LBJ Dr	5208
Leaning Oak Cir	1207
Liveoak Dr	9795
Mesquite	824
Miranda Ct	826
Moss Rock Dr	490
N Ave C	2608
N Ave F	3115
N Ave I	314
N Ave J (W Pecan Dr to JCISD)	1086
N Ave N	8376
N Ave Q	3946
N Winters Furr	2050
Oak Cir	320
Oak Moss	389
Ranchview Dr	12209
S Ave F (E Ladybird Ln to City Limits)	11519
Scofield Ave	2414
Spring View Dr	2560
Victory Ln	1035
W Ash	686
W Crestview	717
W Cypress	713
W Dawn Dr	1331
W Pecan Dr	11132
Winding Oak Dr	2539
Yucca	1003

- Seal Coat / One-Course Surface Treatment (TxDOT Spec. 316):

Roadway	**Area (sq. yds.)**
4 6s Dr	234
Alamo	716
Crestview Dr	3263
Danz Well Rd (S Ave Q to 817 W Danz Well Rd)	1511
Double U Dr	242
Duncan Ave	163
Fannin	1024
Haley Rd (Alamo to end)	4087
Heritage Bend	682
Heritage Dr	5048
Heritage Pt	308
Hillcrest	2685
Mesquite	824

Moss Rock Dr	490
N Ave I	314
N Ave J (W Pecan Dr to JCISD)	1086
N Ave N	8376
N Ave Q (W Pecan Dr to Ave R)	796
N Winters Furr	2050
Oak Circle	320
Oak Moss	389
S Ave F (E Lady Bird Ln to Chupadero)	3631
Scofield Ave	2414
W Ash	686
Yucca	1003

- Retroreflectorized Pavement Markings (TxDOT Spec. 666):

Roadway	**Area (sq. yds.)**
City Park Parking Lot	1435
Softball Field Parking Lot	1327

Major items of work include the following items:

148,782	SY	Crack Routing & Sealing
124,975	SY	Pothole Repair / Level Up
42,342	SY	Seal Coat / One-Course Surface Treatment
2,762	SY	Retroreflectorized Pavement Markings

Unit prices bid by contractors shall include any and all insurance and bonding, mobilization, barricades and traffic control, ROW preparation, and sweeping both before and after aggregate installation.

All bids may be held by the City prior to Agreement completion for a period not to exceed one hundred twenty (120) calendar days from the date of the bid opening.

The City of Johnson City, Texas

MAP

See map for street improvement projects: https://arcg.is/5q4H1

INSTRUCTIONS TO CONTRACTORS

1. PROJECT

The proposed work is titled the "City of Johnson City 2021-2022 Street Improvements" project.

2. PREPARATION OF BIDS

Bids for this project shall be prepared in accordance with the Notice to CONTRACTORS, instructions contained herein, and Bid Form requirements. All blank spaces within the Bid Form must be completed in ink; all unit prices must be written in numeric figures; and all unit prices must be extended and totaled. In the event of a conflict between the numeric and written amounts, the written amounts will take precedence over the numeric amounts. The CONTRACTOR, upon submission of his/her bid, acknowledges that he/she has confirmed the measurements, reviewed the project site(s), and reviewed the quantities indicated for accuracy. Bids deemed irregular by the CITY shall be subject to rejection.

3. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

The CITY Public Works Department shall be the only source for clarification and/or interpretation of these bid documents. Prospective CONTRACTORS desiring additional information, clarification, or interpretation must submit questions to the Department a minimum of seventy-two (72) hours before the bid opening. Any bid addendums (collectively, "addenda") will be made a part of these bid documents and the Agreement.

4. BID MODIFICATION

All bid modifications must be submitted in writing, addressed to the Chief Administrative Officer, prior to bid closing. A CONTRACTOR may, after turning in the bid, withdraw his/her bid upon written request or e-mail.

5. DELIVERY OF BIDS

It is the responsibility of each CONTRACTOR to deliver his/her sealed bid to the proper place at the proper time, as stipulated in the "Notice to CONTRACTORS".

6. AWARD OF CONTRACT

In accordance with Section 252.043 of the Texas Local Government Code, the award shall be made to the lowest responsible CONTRACTOR, or to the CONTRACTOR, in the opinion of the CITY, who can provide the best service and value to the CITY.

In determining the best value for the municipality, the CITY may consider:

a) the bid price;
b) the reputation of the CONTRACTOR and of the CONTRACTOR'S goods or services;

c) the quality of the CONTRACTOR'S goods or services;
d) the extent to which the goods or services meet the CITY'S needs;
e) the CONTRACTOR'S past relationship with the CITY;
f) the impact on the ability of the CITY to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing person with disabilities;
g) the total long-term cost to the CITY to acquire the CONTRACTOR'S goods or services; and
h) any relevant criteria specifically listed in the request for bids or bids.

The CITY reserves the right to award this project bid on the basis of low line item, low total of line items, or any other combination that serves the best interest of the CITY and to reject any and all bids or line items at the CITY'S sole discretion.

Although the information furnished to the CONTRACTORS specifies the approximate quantities needed, **payment shall be based on the actual quantities supplied and job measured.** The CITY reserves the right to delete items prior to the awarding of the contract and purchase said items by other means; or, after the awarding of the contract, to increase or decrease the quantities bid in accordance with Section 252.048 of the Texas Local Government Code. No changes shall be made without written notification from the CITY to the CONTRACTOR.

7. EXECUTION OF CONTRACT

The CONTRACTOR whose bid is chosen shall, upon written notification from the CITY, have fourteen (14) calendar days to return a properly executed Agreement to the CITY.

8. CONDITIONS OF WORK

Each CONTRACTOR is expected to inform him/herself fully of the project's construction and labor needs. Each CONTRACTOR is expected to have inspected the site(s) and be thoroughly familiar with these bid documents. Failure to do so does not relieve the successful CONTRACTOR of his/her obligation to furnish all material and labor necessary to carry out the provisions of these bid documents and complete the work for the consideration set forth herein. To ensure receipt of complete information on the project, attendance at the pre-bid conference is **recommended**.

9. TIME FOR BEGINNING AND COMPLETING THE WORK

Except as may be modified in the General Conditions, the CONTRACTOR shall commence the work within fourteen (14) calendar days of the Notice to Proceed date, unless a later date is mutually agreed to by the CITY and CONTRACTOR, and the CONTRACTOR shall expeditiously progress therewith so that the project is fully completed in accordance with the bid documents and Agreement. The CITY expects work to occur when the air temperature each work day is 60°F and rising. The CITY anticipates a construction schedule of approximately three (3) months from Notice to Proceed.

10. SUBSTITUTIONS

Materials and/or equipment may be specified by trade or brand name within the bid documents; however, it is not the intent of the CITY to discriminate against a product of equal standards, but rather, to establish a baseline for an equal comparison of bids.

The CONTRACTORs will bid based upon all items specified. Any items, materials, or methods known by the CONTRACTORs to be acceptable alternates or substitutions should be noted separately on bid as a proposed alternate or substitution for review and consideration by the CITY. Bids containing substitutions of inadequate standards, as determined by the CITY, shall be subject to rejection by the CITY.

BID FORM

Bid from _____ (hereinafter called "CONTRACTOR"), organized and existing under the laws of the State of Texas, to the City of Johnson City (hereinafter called “CITY").

In compliance with the advertisement for bids, CONTRACTOR hereby proposes to provide all materials and perform all work for the completion of the “City of Johnson City 2021-2022 Street Improvements” in accordance with these bid documents, the Agreement, within the time set forth therein and agreed upon, and at the prices stated below.

By submitting this bid, CONTRACTOR certifies that the bid has been prepared independently, without consultation, communication, or agreement as to any matter relating to this bid with any other CONTRACTOR or competitor bidding this work.

CONTRACTOR hereby agrees to commence work under this Agreement on or before a date to be specified in the Notice to Proceed and to fully complete the project on or before a date specified in the Agreement.

CONTRACTOR acknowledges receipt of the following bid Addenda, if any:

_____

_____

_____

CONTRACTOR agrees to complete all the work described in these bid documents for the following amount:

CITY OF JOHNSON CITY 2021-2022 STREET IMPROVEMENTS BASE BID ITEMS					
BASE BID SCHEDULE					
BID ITEM	**QTY**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**BID ITEM EXTENSION**
21-001-01	148,782	SY	Crack Routing and Sealing	$_____ per linear foot or pound.	$
21-001-02	124,975	SY	Pothole Repair / Level Up	See below.	See below.
21-001-02a	500	TON	Level Up Material Installed (TxDOT Spec. Nos. 700 & 340)	$	$
21-001-03	42,342	SY	Seal Coat / One-Course Surface Treatment	$	$
21-001-05	2,762	SY	Retroreflectorized Pavement Markings	$_____ per linear foot.	$

Bid Summary:

DESCRIPTION	TOTAL (in numeric figures and in writing)
BASE BID	$

The undersigned hereby declares that he/she has visited the sites; carefully examined these bid documents relating to the work covered; agrees to do the described work; and that no representations made by the CITY are, in any sense, a warranty, but, rather, are mere estimates for the guidance of the CONTRACTOR for bid preparation. CONTRACTOR shall notify the CITY of any discrepancies in quantities prior to commencement of work. All payments will be made based upon job measured quantities and/or square yardage measurements.

Submitted by:

_____	_____
Signature	Address
_____	_____
Printed Name	Date

STANDARD AGREEMENT
BETWEEN CITY AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____, 20__ by and between the CITY of Johnson City, 303 E. Pecan Dr., Johnson City, Texas 78636 (hereinafter called "CITY") and _____ (hereinafter called "CONTRACTOR").

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK:
CONTRACTOR shall complete all work, as specified in the bid documents, including the General Conditions and Technical Specifications, and this Agreement. The work is generally described as follows:

BID ITEM	QTY	UNIT	DESCRIPTION
21-001-01	148,782	SY	Crack Routing and Sealing
21-001-02	124,975	SY	Pothole Repair / Level Up
21-001-02a	500	TON	Level Up Material Installed (TxDOT Spec. Nos. 700 & 340)
21-001-03	42,342	SY	Seal Coat / One-Course Surface Treatment
21-001-05	2,762	SY	Retroreflectorized Pavement Markings

Article 2. DESIGN:
The Project has been designed by: N/a

Article 3. CONTRACT TIME:
CONTRACTOR shall submit a proposed sequence and schedule of work segments with estimated dates of start / finish of each segment to determine total contract time. The work shall be fully completed and ready for final payment within three (3) months from the date of the Notice to Proceed.

Article 4. CONTRACT PRICE:
CITY shall pay CONTRACTOR for completion of the work based upon job measured square yardage in accordance with the bid documents, including the General Conditions and Technical Specifications, and this Agreement as follows:

CONTRACTORs Base Bid dated the _____ day of _____, 20__ in the total amount of _____Dollars ($_____.00).

Article 5. PAYMENT PROCEDURES:
CONTRACTOR shall submit Invoices for Payment to the CITY upon completion of work, and the CITY shall, upon acceptance of the work, pay the CONTRACTOR the Contract Unit Price based upon job measured quantities and in accordance with the General Conditions and Technical Specifications. Partial payments for any bid item will not be considered.

Article 6. CONTRACTOR'S REPRESENTATIONS:
CONTRACTOR makes the following representations:

6.1. CONTRACTOR has familiarized itself with the nature and extent of the bid documents, Agreement, work, segment limits, CITY, and all other local conditions, laws, and regulations that, in any manner, may affect cost, progress, performance, or furnishing of the work.

6.2 CONTRACTOR has or will obtain and carefully study all examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface and physical conditions at or contiguous to the site(s) that may affect the cost, progress, performance, or furnishing of the work. CONTRACTOR certifies that, upon examination, no additional examinations, investigations, explorations, tests, reports, studies, similar information, or data will be required by CONTRACTOR.

6.3 CONTRACTOR assumes responsibility for the accurate location of all underground facilities within Project limits, if any. No examinations, investigations, explorations, tests, reports, studies, or similar information or data with respect to underground facilities will be furnished to CONTRACTOR by CITY.

6.4 CONTRACTOR has given CITY written notice, if applicable, of all conflicts, errors, or discrepancies that it has discovered in the bid documents or this Agreement, and CITY's written response(s) thereof is/are acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS:
The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the work. Contract Documents consist of the following:

7.1 Bid document titled: *CONTRACT DOCUMENTS & TECHNICAL SPECIFICATIONS FOR THE CITY OF JOHNSON CITY 2021-2022 STREET IMPROVEMENTS PROJECT*, including:

- Notice to CONTRACTORs
- Instructions to CONTRACTORs
- Bid Form
- Standard Agreement Between CITY and CONTRACTOR
- General Conditions
- Technical Specifications
- Addenda, if applicable.

7.2 Notice of Award.
7.3 Notice to Proceed.

There are no Contract Documents other than those listed in Article 7. Contract Documents may only be amended, as provided for in the General Conditions.

Article 8. MISCELLANEOUS:

8.1. Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

8.2 CITY and CONTRACTOR each binds themselves and their partners, successors, assigns, and legal representatives to the other party with respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have signed this Agreement. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

This Agreement will be effective on the _____ day of _____, 20__.

CITY:	**CONTRACTOR:**
CITY of Johnson City	
_____	_____
By: Rick A. Schroder	By:
Chief Administrative Officer	Title:
Address for giving notices:	Address for giving notices:
CITY of Johnson City	_____
303 E. Pecan Dr. (Physical)	_____
P.O. Box 369 (Mailing)	_____
Johnson City, Texas 78636	_____

GENERAL CONDITIONS

The project to be completed, pursuant to this Agreement, is subject to all applicable Federal, State, and Local laws and regulations.

DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

A. The term "Agreement" means the contract executed between CITY of Johnson City, hereinafter called "CITY", and _____, hereinafter called "CONTRACTOR", of which these GENERAL CONDITIONS form a part.

B. The term "Project Area" or "Project Segment" means the area within which the improvements contemplated by the Agreement are to be completed in whole or in part.

C. The term "Contract Documents" means / includes the Bid Document, Executed Agreement, Notice of Award, Notice to Proceed, General Conditions, Technical Specifications and Addenda, if applicable.

PROJECT MEETING(S)

Prior to starting work, CONTRACTOR shall attend a pre-construction conference with the CITY to review schedules, to establish procedures for processing applications for payment, and to establish a working understanding between CITY and CONTRACTOR. Other meetings will be scheduled during the work, if necessary.

SUPERVISION BY CONTRACTOR

A. Except where CONTRACTOR is an individual and provides his/her personal supervision to the work, CONTRACTOR shall provide a competent superintendent, satisfactory to CITY, to supervise the work at all times during working hours with full authority to act for CONTRACTOR. CONTRACTOR shall also provide an adequate staff for the proper coordination and expediting of the work.

B. CONTRACTOR shall lay out its own work and shall be responsible for all work executed under the Agreement and shall verify all figures and surface preparation requirements before proceeding with the work and will be held responsible for any error(s) resulting from its failure to do so.

SUBCONTRACTS

A. All subcontractors, if any, doing work on this project shall be fully qualified to do the work and carry the full, required insurance coverages as stipulated herein.

B. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the subcontractors.

C. CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts where the Contract Documents require compliance to the provisions of these documents by each subcontractor on the project.

D. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and the CITY.

E. The names and contact information of all subcontractors scheduled to work on this project shall be submitted to the CITY with the bid documents.

SCHEDULING AND COORDINATION OF WORK

The CONTRACTOR shall be responsible for the proper scheduling of all work and the coordination of the operations of all trades, subcontractors, or material suppliers scheduled to work on this project.

PAYMENTS TO CONTRACTOR

A. Payment
After final inspection and acceptance by CITY of all work under this Agreement, CONTRACTOR shall prepare an invoice for payment which shall be based upon the careful inspection of the work at the applicable prices stipulated in the Agreement.

B. Withholding Payments
CITY may withhold payment due the CONTRACTOR whenever it is deemed necessary to protect the CITY from incomplete or unsatisfactory work. The foregoing provision shall be construed solely for the benefit of the CITY.

MEASUREMENT AND PAYMENT

Quantities shown in the Contract Documents are only estimates and are provided solely for the purpose of allowing a uniform comparison of submitted bids. Payment will be made on the basis of actual measured quantities. For those items for which payment is based on actual measured quantities, CONTRACTOR shall verify all measurements at the site and shall be responsible for the correctness of same. Unit prices shall then be used to calculate payment. Methods of measurement shall be given in the Technical Specifications for each measured item.

CHANGES IN THE WORK

A. CITY may make changes in the scope of work required to be performed by CONTRACTOR under this Agreement without relieving or releasing the CONTRACTOR from any of its obligations or any guarantee given by it, pursuant to the Agreement provisions.

B. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the CONTRACTOR shall make no change in the materials used, the specified manner of completing the project, or supply additional labor, services, or materials beyond those actually required by the Agreement, unless, in receipt of a written order from the CITY, the CONTRACTOR is authorized to proceed with the change. No

CONTRACTOR claim for an adjustment of the Agreement will be valid unless so ordered or authorized by the CITY.

C. CITY may order CONTRACTOR to proceed with changes in the scope of work at applicable unit prices; provided that the net value of all changes does not increase the original total bid amount by more than twenty-five percent (25%) nor decrease the original total bid amount by more than eighteen percent (18%).

D. Each change order document shall include:

1. A detailed description of the change in the work requested.
2. The CONTRACTOR's bid for the change, shown as an "extra" or "credit".
3. A statement as to the resulting change in the Agreement price and/or time by the approval of the change order.
4. A statement that all work shall be performed in accordance with the Contract Documents, except as modified by the change order.

TERMINATION

Right of the CITY to Terminate Agreement

In the event that any of the provisions of this Agreement are violated by CONTRACTOR or its subcontractors, CITY may serve written notice upon CONTRACTOR of its intention to terminate this Agreement. The notice shall contain the reason(s) for such termination and, unless such violation or delay shall cease and be satisfactorily corrected to the approval of CITY within five (5) business days from CONTRACTOR's receipt of the written notice, the Agreement shall, upon the expiration of said five (5) business days, terminate.

In the event of any such termination, CITY shall immediately serve notice thereof upon CONTRACTOR. CITY may take over the work and complete the project by bid or contract at the expense of CONTRACTOR, including any excess cost incurred by the CITY. In such event, CITY may take possession of and utilize, in completing the work, such materials and equipment that may be on the site(s) and necessary to complete the work.

DISPUTES

A. All disputes arising under this Agreement, whether involving law or fact or both, and all claims for alleged breach of contract shall, within ten (10) calendar days of commencement of the dispute, be presented by CONTRACTOR to CITY for decision. Any claim not presented within the time limit specified in this Paragraph shall be deemed to have been waived.

B. If CONTRACTOR does not agree with any decision of CITY, it shall not allow the dispute to delay the work, but rather, it shall notify the CITY promptly that it is proceeding with the work under protest.

REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of CONTRACTOR to make timely requests to CITY for any additional information not already in its possession which should be furnished by CITY under the terms of this Agreement and which it will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by CITY so as to avoid delay. Each request shall be in writing, list the various needed items, and include the latest date that the request can be filled by CITY. CONTRACTOR shall, if requested, furnish any assistance and information CITY may require in responding to the requests. CONTRACTOR shall be responsible for any delay in its work arising from its failure to comply with the provisions of this Paragraph.

MATERIAL AND WORKMANSHIP

A. Unless otherwise specifically provided for in the Contract Documents, all materials incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where materials are referred to in the Contract Documents as "equal to" any particular standard, CITY shall decide the question of equality.

B. CONTRACTOR shall furnish to CITY for approval, if requested by CITY, the manufacturer's detailed specifications for all materials which it contemplates installing, together with full information as to the type, performance characteristics, and all other pertinent information, as required, and, shall likewise submit for approval, full information concerning all other materials which it proposes to incorporate into the work.

C. Materials installed or used without prior approval shall be at the risk of rejection by CITY.

D. Unless specifically stated otherwise in the Contract Documents, materials specified by reference to a number, symbol, or specific standard shall comply with the requirements contained within the latest version thereof and any amendment or supplement thereto in effect on the bid date.

SAMPLES, CERTIFICATES, AND TESTS

A. CONTRACTOR shall submit all material samples, certificates, affidavits, et cetera, as called for in the Contract Documents or required by CITY, promptly after the award of the Agreement. No such material or equipment shall be manufactured or delivered to the site, except at the CONTRACTOR's own risk, until the required samples or certificates have been approved in writing by CITY. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Agreement time.

B. Each sample submitted by CONTRACTOR shall carry a label giving the name of the manufacturer. The accompanying certificate or letter from CONTRACTOR shall 1) state that the sample complies with Agreement requirements, 2) give the name and brand of the product, including its place of origin and the name and address of the producer, and 3) all specifications or other detailed information which will assist CITY in making a prompt decision regarding

the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

C. Approval of any materials shall be general only and shall not constitute a waiver of CITY's right to demand full compliance with Agreement requirements. After samples are delivered, CITY may perform testing as it deems necessary and reject materials, equipment, and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment, or accessories which fail to meet performed tests have been incorporated in the work, CITY will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by CONTRACTOR as is equitable.

PERMITS AND CODES

A. CONTRACTOR shall immediately report any discrepancy between the Contract Documents and applicable Federal, State, and Local laws and regulations to CITY. Where the contemplated work will fail to comply with such laws and regulations, CITY will adjust the Agreement by Change Order to conform to such laws and regulations and make an appropriate adjustment(s) in the Contract Price or stipulated unit prices, if necessary. Should CONTRACTOR fail to observe the foregoing provisions and proceed with the work, CONTRACTOR shall remove such work, if deemed necessary, without cost to CITY.

B. CONTRACTOR shall, at its own expense, secure and pay for all Federal and State permits, if applicable. The CONTRACTOR is exempted from securing and paying for CITY permits.

C. CONTRACTOR shall comply with applicable Federal and State laws and regulations governing the disposal of materials, debris, and rubbish within or outside the work area and commit no trespass on any private property in any operation due to or connected with this Agreement.

WATER FOR CONSTRUCTION

Water used for any purposes incidental to this project shall be furnished by CONTRACTOR.

LINES AND GRADES

N/a

MAINTENANCE OF SERVICES

CONTRACTOR shall take all precautions in protecting existing utilities, both above and below ground.

CARE OF WORK

A. CONTRACTOR shall be responsible for all damages to persons or properties that occur as a result of its fault or negligence in connection with the prosecution of the work and

shall be responsible for the proper care and protection of all materials delivered and work performed until final acceptance.

B. In an emergency affecting the safety of life, limb, or property, including adjoining properties, CONTRACTOR, without special instructions or authorization from CITY, is authorized to act at its discretion to prevent such threatened loss or injury, and it shall so act. It shall likewise act if instructed to do so by CITY.

C. CONTRACTOR shall avoid damage as a result of its operations, especially overspray, to driveway approaches, existing sidewalks, streets, curbs, pavements, drainage structures, mailboxes, signs, utilities (except those which are to be replaced or removed), and it shall, at its own expense, completely repair any damage thereto caused by its operations.

D. CONTRACTOR shall be responsible for the giving of any and all required notices to any adjoining or adjacent properties or other parties before the commencement of any work. CONTRACTOR shall indemnify and save harmless CITY from any damages on account of settlements, the loss of lateral support of adjoining properties, and from all other loss, expense, and damage for which CITY may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

ACCIDENT PREVENTION

A. No person employed in the performance of this Agreement shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined by the U.S. Secretary of Labor and promulgated construction safety and health standards.

B. CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Agreement. CONTRACTOR shall promptly furnish CITY with reports concerning these matters.

C. CONTRACTOR shall indemnify and save harmless CITY from any claims for damages resulting from property damage, personal injury, and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Agreement.

TRAFFIC CONTROL

It will be CONTRACTOR's responsibility to adequately provide for the safety of the public during the course of the work. CONTRACTOR shall provide traffic control in accordance with the Technical Specifications. The traffic control plan for each segment of the Project shall be submitted to the CITY for approval prior to the commencement of work. The traffic control plan shall include the method of communication of traffic delays to the public.

SANITARY FACILITIES

CONTRACTOR shall furnish, install, and maintain ample sanitary facilities for its employees. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water for its employees shall be provided from an approved source, so piped or

transported as to keep it safe and fresh. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

USE OF PREMISES

A. CONTRACTOR shall confine its equipment, storage of materials, and construction operations to the project limits, as shown within the Contract Documents or as may be desired by CITY, and shall not unreasonably encumber the site(s) or public rights of way with its materials and construction equipment.

B. CONTRACTOR shall comply with all reasonable instructions of CITY and all existing Federal and State law and regulations regarding signage, traffic control, and barricades.

LIMITATION OF OPERATIONS

The work shall be conducted so as to create a minimum amount of inconvenience to the public. At any time, when, in the judgment of CITY, CONTRACTOR has obstructed, closed, or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, CITY may require CONTRACTOR to expeditiously finish that portion before operations are started on any additional sections.

PERMITS AND RIGHT-OF-WAY

CITY will provide right-of-way, if necessary, for the purpose of construction without cost to CONTRACTOR. It shall be the responsibility of CONTRACTOR prior to the initiation of construction on easements through private property or upon areas of public dedication to familiarize itself with the requirements of the pertinent easement and to abide by all of the stated terms of the easement.

REMOVAL OF DEBRIS, CLEANING, ETC.

CONTRACTOR shall, periodically or as directed by CITY during the progress of the work, remove and legally dispose of all surplus materials and debris and keep the work area and public rights of way reasonably clear and clean. Upon completion of the work, CONTRACTOR shall remove all temporary construction facilities, debris, and unused materials provided for the work and return the work site and public rights of way to a neat and clean condition.

INSPECTION

A. All workmanship shall be subject to inspection, examination, or testing by CITY at any and all times and places. CITY shall have the right to reject defective workmanship and require its correction. If CONTRACTOR fails to proceed within five (5) calendar days with the correction of rejected workmanship, CITY may, by contract or other mechanism, have the defects remedied and charge the cost of the same against any monies which may be due CONTRACTOR, without prejudice to any other rights or remedies of CITY.

B. Neither inspection, testing, approval, nor acceptance of the work, in whole or in part,

by CITY shall relieve CONTRACTOR of full responsibility for materials furnished or work performed that are not in strict accordance with this Agreement.

REVIEW BY CITY

CITY shall have access and be able to review all work, materials, equipment, material invoices, and other relevant data and records pertaining to this Agreement during normal business hours.

FINAL INSPECTION

When each Project Segment included in this Agreement is substantially complete, CONTRACTOR shall notify CITY in writing or by e-mail that the work will be ready for final inspection on a definite date which shall be stated in the notice. CITY will make arrangements to have the final inspection commence on the date indicated in the notice, or as soon thereafter as is practicable.

INSURANCE

A copy of an insurance certificate showing CITY as "other insured" for the following insurances must be submitted a minimum of ten (10) calendar days prior to the commencement of work. Failure to provide a valid insurance certificate may result in cancellation of this Agreement.

Insurance shall be carried with a financially responsible insurance company, licensed in the State of Texas, with an A.M. Best Rating Category of Excellent or better.

Comprehensive General Liability Insurance. With limits of liability for bodily injury of not less than $1,000,000.00 any one occurrence, and for property damage of not less than $1,000,000.00 any one occurrence, and $2,000,000.00 aggregate.

Comprehensive Automobile Liability Insurance. With limits of liability for bodily injury of not less than $1,000,000.00 any one person, and $2,000,000.00 any one occurrence, and for property damage of not less than $1,000,000.00 any one occurrence. Such coverage shall include owned, hired, and non-owned vehicles.

Worker's Compensation Insurance. Statutory limits.

GUARANTEES

CONTRACTOR shall provide CITY with performance, payment, and maintenance bonds. The performance bond is:

(1) solely for the protection of the state or governmental entity awarding the public work contract;
(2) in the amount of the contract; and
(3) conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

The payment bond is:

(1) solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material; and

(2) in the amount of the contract.

The maintenance bond shall guarantee all work against defective materials and workmanship for a period of twelve (12) months from the date of final acceptance. CONTRACTOR'S failure to repair or replace defects upon notice and in a timely manner entitles the CITY to repair or replace same and recover reasonable costs thereof from the CONTRACTOR and/or his surety.

WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase, or other agreement by which an interest is retained by the seller or supplier. The CONTRACTOR shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work. CONTRACTOR will be required to sign a Release of Lien form with each payment. Nothing contained in this Paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover funds due CONTRACTOR and in CITY's possession. The provisions of this Paragraph shall be inserted in all sub- and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

WARRANTY OF WORKMANSHIP AND MATERIALS

CONTRACTOR shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

JOB OFFICES

A. CONTRACTOR and its subcontractors may maintain office and storage facilities within the public right of way and/or on private property, with owner's permission, as are necessary for the proper completion of the work. These shall be located so as to cause no interference to any work to be performed within the public rights of way. CITY shall be consulted with regard to and approve all designated locations prior to use.

B. Upon completion of the work, or as directed by CITY, CONTRACTOR shall remove all such temporary structures and facilities from the site(s) and leave the site(s) of the work in good condition.

PARTIAL USE OF SITE IMPROVEMENTS

CITY may give notice to CONTRACTOR and place in use those sections of the work which have been completed, inspected, and can be accepted as complying with the Contract Documents, provided:

A. The use of such sections of the work shall in no way impede the completion of the

remainder of the work by CONTRACTOR.

B. CONTRACTOR shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

C. The period of warranty stipulated in the General Conditions hereof shall not begin until the date of final acceptance of all work which CONTRACTOR is required to construct under this Agreement.

TECHNICAL SPECIFICATIONS

ITEM 100 RIGHT OF WAY PREPARATION

Item 100
Preparing Right of Way

1. DESCRIPTION

Prepare the right of way and designated easements for construction operations by removing and disposing of all obstructions when removal of such obstructions is not specifically shown on the plans to be paid by other Items.

2. CONSTRUCTION

Protect designated features on the right of way and prune trees and shrubs as directed. Do not park equipment, service equipment, store materials, or disturb the root area under the branches of trees designated for preservation. Treat cuts on trees with an approved tree wound dressing within 20 min. of making a pruning cut or otherwise causing damage to the tree when shown on the plans. Follow all local and state regulations when burning. Pile and burn brush at approved locations as directed. Coordinate work with state and federal authorities when working in state or national forests or parks. Test, remove, and dispose of hazardous materials in accordance with Article 6.10., "Hazardous Materials."

Clear areas shown on the plans of all obstructions, except those landscape features that are to be preserved. Such obstructions include remains of houses and other structures, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, and other items as specified on the plans. Remove vegetation and other landscape features not designated for preservation, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron, and debris, whether above or below ground. Removal of live utility facilities is not included in this Item. Remove culverts, storm sewers, manholes, and inlets in proper sequence to maintain traffic and drainage.

Notify the Engineer in writing when items not shown on the plans and not reasonably detectable (buried with no obvious indication of presence) are encountered and required to be removed. These items will be handled in accordance with Article 4.5., "Differing Site Conditions."

Remove obstructions not designated for preservation to 2 ft. below natural ground in areas receiving embankment. Remove obstructions to 2 ft. below the excavation level in areas to be excavated. Remove obstructions to 1 ft. below natural ground in all other areas. Cut trees and stumps off to ground level when allowed by the plans or directed. Plug the remaining ends of abandoned underground structures over 3 in. in diameter with concrete to form a tight closure. Backfill, compact, and restore areas where obstructions have been removed unless otherwise directed. Use approved material for backfilling. Dispose of wells in accordance with Item 103, "Disposal of Wells."

Accept ownership, unless otherwise directed, and dispose of removed materials and debris at locations off the right of way in accordance with local, state, and federal requirements.

3. MEASUREMENT

This Item will be measured by the acre; by the 100-ft. station, regardless of the width of the right of way; or by each tree removed.

4. PAYMENT

For “acre” and “station” measurement, the work performed in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Preparing Right of Way.” For “each” measurement, the work performed in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Preparing Right of Way (Tree)” of the diameter specified. This price is full compensation for pruning of designated trees and shrubs; removal and disposal of structures and obstructions; backfilling of holes; furnishing and placing concrete for plugs; and equipment, labor, tools, and incidentals.

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance. The remainder will be paid on the estimate after the final acceptance under Article 5.12., “Final Acceptance.”

ITEM 316 SEAL COAT / ONE-COURSE SURFACE TREATMENT

Item 316
Seal Coat

1. DESCRIPTION

Construct a surface treatment consisting of one or more applications of a single layer of asphalt material covered with a single layer of aggregate.

2. MATERIALS

Furnish materials of the type and grade shown on the plans in accordance with the following:

2.1. **Asphalt**. Furnish asphalt materials meeting the requirements of Item 300, "Asphalts, Oils, and Emulsions."

Furnish Type II or Type III A-R binder in accordance with Section 300.2.9., "Asphalt-Rubber Binders," as shown on the plans. Furnish a blend design for approval. Include in the design, at a minimum, the following:

- manufacturer and grade of asphalt cement;
- manufacturer and grade of crumb rubber;
- manufacturer, type, and percentage of extender oil, if used;
- test report on crumb rubber gradation in accordance with Tex-200-F, Part I;
- design percentage of crumb rubber versus asphalt content;
- blending temperature; and
- test results on the properties at reaction times of 60, 90, 240, 360, and 1,440 min. in accordance with Section 300.2.9., "Asphalt-Rubber Binders."

Furnish a new asphalt-rubber blend design if the grade or source for any of the components changes.

If a tack coat is specified when using asphalt-rubber, unless otherwise shown on the plans or approved, furnish CSS-1H, SS-1H, or a performance grade (PG) binder with a minimum high temperature grade of PG 58 for tack coat binder. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use. If required, verify that emulsified asphalt proposed for use meets the minimum residual asphalt percentage specified in Item 300, "Asphalts, Oils, and Emulsions."

2.2. **Aggregate**. Furnish aggregate meeting Item 302, "Aggregates for Surface Treatments," of the type and grade shown on the plans. Unless otherwise shown on the plans, furnish aggregate with a minimum B Surface Aggregate Classification.

2.3. **Materials Selections**. Furnish asphalt and aggregate shown on the plans.

3. EQUIPMENT

3.1. **Distributor**. Furnish a distributor that will apply the asphalt material uniformly at the specified rate or as directed.

3.1.1. **Transverse Variable Rate**. When a transverse variable rate is shown on the plans, ensure that the nozzles outside the wheel paths will output a predetermined percentage more asphalt material by volume than the nozzles over the wheel paths. Use a dual spray bar distributor as desired to provide for a transverse variable rate.

3.1.2. **Agitation for Asphalt-Rubber**. If using asphalt-rubber, furnish a distributor capable of keeping the rubber in uniform suspension and adequately mixing the asphalt, rubber, and any additional additives.

3.1.3. **Calibration**.

3.1.3.1. **Transverse Distribution**. Furnish a distributor test report, less than 1 yr. old, when tested in accordance with Tex-922-K, Part III. The Department reserves the right to witness the calibration testing. Notify the Engineer 3 days before calibration testing.

Include the following documentation on the test report:

- the serial number of the distributor,
- a method that identifies the actual nozzle set used in the test, and
- the fan width of the nozzle set at a 12-in. bar height.

When a transverse variable rate is required, and a single spray bar is to be used, perform the test using the type and grade of asphalt material to be used on the project. The Engineer may verify the transverse rate and distribution at any time. If verification does not meet the requirements, correct deficiencies and furnish a new test report.

3.1.3.2. **Tank Volume**. Furnish a volumetric calibration and strap stick for the distributor tank in accordance with Tex-922-K, Part I.

Provide documentation of distributor calibration performed not more than 5 yr. before the date first used on the project. The Engineer may verify calibration accuracy in accordance with Tex-922-K, Part II.

3.1.4. **Computerized Distributor**. When paying for asphalt material by weight, the Engineer may allow use of the computerized distributor display to verify application rates. Verify application rate accuracy at a frequency acceptable to the Engineer.

3.2. **Aggregate Spreader**. Use a continuous-feed, self-propelled spreader to apply aggregate uniformly at the specified rate or as directed. If racked in aggregate is specified on the plans, furnish a second aggregate spreader for the racked in aggregate to apply aggregate uniformly at the specified rate.

3.3. **Rollers**. Unless otherwise shown on the plans, furnish light pneumatic-tire rollers in accordance with Item 210, “Rolling.”

3.4. **Broom**. Furnish rotary, self-propelled brooms.

3.5. **Asphalt Storage and Handling Equipment**. When the plans or the Engineer allows storage tanks, furnish a thermometer in each tank to indicate the asphalt temperature continuously. Keep equipment clean and free of leaks. Keep asphalt material free of contamination.

3.6. **Aggregate Haul Trucks**. Unless otherwise approved, use trucks of uniform capacity to deliver the aggregate. Provide documentation showing measurements and calculation in cubic yards. Clearly mark the calibrated level. Truck size may be limited when shown on the plans.

3.7. **Digital Distance Measuring Instrument**. Furnish a vehicle with a calibrated digital distance measuring instrument accurate to ±6 ft. per mile.

4. CONSTRUCTION

4.1. **General**. Comply with the seal coat season as shown on the plans. Asphalt and aggregate rates shown on the plans are for estimating purposes only. Adjust the rates for existing conditions as directed.

4.2. **Temporary Aggregate Stockpiles**. The Engineer will approve the location of temporary aggregate stockpiles on the right of way before delivery. Place stockpiles in a manner that will not:

- obstruct traffic or sight distance,
- interfere with the access from abutting property, or
- interfere with roadway drainage.

Locate stockpiles a minimum of 30 ft. from roadway when possible. Sign and barricade as shown on the plans.

4.3. **Aggregate Furnished by the Department**. When shown on the plans, the Department will furnish aggregate to the Contractor without cost. Stockpile locations are shown on the plans.

4.4. **Adverse Weather Conditions**. Do not place surface treatments when, in the Engineer's opinion, general weather conditions are unsuitable. Meet the requirements for air and surface temperature shown below.

4.4.1. **Standard Temperature Limitations**. Apply seal coat when air temperature is above 50°F and rising. Do not apply seal coat when air temperature is 60°F and falling. In all cases, do not apply seal coat when surface temperature is below 60°F.

4.4.2. **Polymer-Modified Asphalt Cement Temperature Limitations**. When using materials described in Section 300.2.2., "Polymer Modified Asphalt Cement," apply seal coat when air temperature is above 70°F and rising. Do not apply seal coat when air temperature is 80°F and falling. In all cases, do not apply seal coat when surface temperature is below 70°F.

4.4.3. **Asphalt-Rubber Temperature Limitations**. Do not place hot asphalt-rubber seal coat when, in the Engineer's opinion, general weather conditions are unsuitable. Apply seal coat when the air temperature is 80°F and above, or above 70°F and rising. In all cases, do not apply seal coat when surface temperature is below 70°F.

4.4.4. **Cool Weather Night Air Temperature**. The Engineer reserves the right to review the **National Oceanic and Atmospheric Administration** (**NOAA**) weather forecast and determine if the nightly air temperature is suitable for asphalt placement to prevent aggregate loss.

4.4.5. **Cold Weather Application**. When asphalt application is allowed outside of the above temperature restrictions, the Engineer will approve the binder grade and the air and surface temperatures for asphalt material application. Apply seal coat at air and surface temperatures as directed.

4.5. **Mixing Hot A-R Binder**. If using asphalt-rubber, mix in accordance with the approved blend design required in Section 316.2.1., "Asphalt."

At the end of each shift, provide the Engineer with production documentation, which includes the following:

- amount and temperature of asphalt cement before addition of rubber,
- amount of rubber and any extender added,
- viscosity of each hot A-R batch just before roadway placement, and
- time of the rubber additions and viscosity tests.

4.6. **Surface Preparation**. Remove existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material before sealing. When shown on the plans, remove vegetation and blade pavement edges. When directed, apply a tack coat before applying the hot asphalt-rubber treatment on an existing wearing surface in accordance with Section 340.2.5., "Tack Coat."

4.7. **Rock Land and Shot**.

4.7.1. **Definitions**.

- A “rock land” is the area covered at the aggregate rate directed with 1 truckload of aggregate.
- A “shot” is the area covered by 1 distributor load of asphalt material.

4.7.2. **Setting Lengths**. Calculate the lengths of both rock land and shot. Adjust shot length to be an even multiple of the rock land. Verify that the distributor has enough asphalt material to complete the entire shot length. Mark shot length before applying asphalt. When directed, mark length of each rock land to verify the aggregate rate.

4.8. **Asphalt Placement**.

4.8.1. **General**. The maximum shot width is the width of the current transverse distribution test required under Section 316.3.1.3.1., “Transverse Distribution,” or the width of the aggregate spreader box, whichever is less. Adjust the shot width so operations do not encroach on traffic or interfere with the traffic control plan, as directed. Use paper or other approved material at the beginning and end of each shot to construct a straight transverse joint and to prevent overlapping of the asphalt. Unless otherwise approved, match longitudinal joints with the lane lines. The Engineer may require a string line if necessary to keep joints straight with no overlapping. Use sufficient pressure to flare the nozzles fully.

Select an application temperature, as approved, in accordance with Item 300, “Asphalts, Oils, and Emulsions.” Uniformly apply the asphalt material at the rate directed, within 15°F of the approved temperature, and not above the maximum allowable temperature.

4.8.2. **Limitations**. Do not apply asphalt to the roadway until:

- traffic control methods and devices are in place as shown on the plans or as directed,
- the loaded aggregate spreader is in position and ready to begin,
- haul trucks are loaded with enough aggregate to cover the shot area and are in place behind the spreader box, and
- rollers are in place behind the haul trucks.

4.8.3. **Nonuniform Application**. Stop application if it is not uniform due to streaking, ridging, puddling, or flowing off the roadway surface. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause of nonuniform application. If the cause is high or low emulsion viscosity, replace emulsion with material that corrects the problem.

4.8.4. **Test Strips**. The Engineer may stop asphalt application and require construction of test strips at the Contractor’s expense if any of the following occurs:

- nonuniformity of application continues after corrective action;
- on 3 consecutive shots, application rate differs by more than 0.03 gal. per square yard from the rate directed; or
- any shot differs by more than 0.05 gal. per square yard from the rate directed.

The Engineer will approve the test strip location. The Engineer may require additional test strips until surface treatment application meets specification requirements.

4.9. **Aggregate Placement**. As soon as possible, apply aggregate uniformly at the rate directed without causing the rock to roll over.

4.9.1. **Nonuniform Application**. Stop application if it is not uniform in the transverse direction. Verify equipment condition, operating procedures, and transverse application rate. The transverse application rate should be within 1 lb. Determine and correct the cause of nonuniform application.

4.10. **Rolling**. Start rolling operation on each shot as soon as aggregate is applied. Use sufficient rollers to cover the entire mat width in 1 pass, i.e., 1 direction. Roll in a staggered pattern. Unless otherwise shown on the plans, make a minimum of:

- 5 passes; or
- 3 passes when the asphalt material is an emulsion.

If rollers are unable to keep up with the spreader box, stop application until rollers have caught up, or furnish additional rollers. Keep roller tires asphalt-free.

4.11. **Patching**. Before rolling, repair spots where coverage is incomplete. Repair can be made by hand spotting or other approved method. When necessary, apply additional asphalt material to embed aggregate.

4.12. **Racked-in Aggregate**. If specified on the plans, apply racked-in aggregate after patching, uniformly at the rate directed. The racked-in aggregate must be applied before opening the roadway or intersection to traffic.

4.13. **Brooming**. After rolling, sweep as soon as aggregate has sufficiently bonded to remove excess. In areas of racked-in aggregate, sweep as directed.

4.14. **Final Acceptance**. Maintain seal coat until the Engineer accepts the work. Repair any surface failures. Before final project acceptance, remove all temporary stockpiles and restore the area to the original contour and grade.

5. MEASUREMENT

5.1. **Asphalt Material**. Unless otherwise shown on the plans, asphalt material will be measured by one of the following methods:

5.1.1. **Volume**. Asphalt material, including all components, will be measured at the applied temperature by strapping the tank before and after road application. The distributor calibrated strap stick will be used for measuring the asphalt level in the distributor asphalt tank. The certified tank chart will be used to determine the beginning gallons and the final gallons in the distributor tank. The quantity to be measured for payment will be the difference between the beginning gallons and the final gallons.

5.1.2. **Weight**. Asphalt material will be measured in tons using certified scales meeting the requirements of Item 520, “Weighing and Measuring Equipment,” unless otherwise approved. The transporting truck must have a seal attached to the draining device and other openings. Random checking on public scales at the Contractor’s expense may be required to verify weight accuracy.

Upon work completion or temporary suspension, any remaining asphalt material will be weighed by a certified public weigher, or measured by volume in a calibrated distributor or tank and the quantity converted to tons at the measured temperature. The quantity to be measured will be the number of tons received minus the number of tons remaining after all directed work is complete and minus the amount used for other items.

5.1.3. **Quantity Adjustments**. When shown on the plans, the measured quantity will be adjusted to compensate for variation in required application or residual rates for different types of asphalt.

5.2. **Aggregate**. Aggregate will be measured by the cubic yard in the trucks as applied on the road. Strike off the loaded aggregate for accurate measurement when directed.

5.3. **Loading, Hauling, and Distributing Aggregate**. When the Department furnishes the aggregate, the loading, hauling, and distributing will be measured by the cubic yard in the trucks as applied on the road.

6. 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 prices bid for "Asphalt," "Aggregate," and "Loading, Hauling, and Distributing Aggregate" of the types-grades specified on the plans. These prices are full compensation for surface preparation; furnishing, preparing, hauling, and placing materials; removing existing pavement markers and excess aggregate; rolling; cleaning up stockpiles; and equipment, labor, tools, and incidentals.

ITEM 340 LEVEL UP

Item 340
Dense-Graded Hot-Mix Asphalt (Small Quantity)

1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. This specification is intended for small quantity (SQ) HMA projects, typically under 5,000 tons total production.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

2.1. **Aggregate**. Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in Tex-100-E for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II.

2.1.1. **Coarse Aggregate**. Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program* (AQMP) (Tex-499-A) is listed in the BRSQC.

2.1.1.1. **Blending Class A and Class B Aggregates**. Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

2.1.2. **Intermediate Aggregate**. Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities.

The Engineer may test the intermediate aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

2.1.3. **Fine Aggregate**. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. No more than 15% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F, Part I	1.5
Decantation, %, Max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30
Crushed face count,[2] %, Min	Tex-460-A, Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Combined Aggregate[3]		
Sand equivalent, %, Min	Tex-203-F	45

1. Not used for acceptance purposes. Optional test used by the Engineer as an indicator of the need for further investigation.
2. Only applies to crushed gravel.
3. Aggregates, without mineral filler, RAP, RAS, or additives, combined as used in the job-mix formula (JMF).

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

2.2. **Mineral Filler**. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with Tex-107-E to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3. **Baghouse Fines**. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4. **Asphalt Binder**. Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

2.5. **Tack Coat**. Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, “Asphalts, Oils, and Emulsions.” Specialized or preferred tack coat materials may be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

The Engineer will obtain at least one sample of the tack coat binder per project in accordance with Tex-500-C, Part III, and test it to verify compliance with Item 300, “Asphalts, Oils, and Emulsions.” The Engineer will obtain the sample from the asphalt distributor immediately before use.

2.6. **Additives**. Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation, such as the bill of lading, showing the quantity of additives used in the project unless otherwise directed.

2.6.1. **Lime and Liquid Antistripping Agent**. When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.

2.6.2. **Warm Mix Asphalt (WMA)**. Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.

WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.

Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.

2.7. **Recycled Materials**. Use of RAP and RAS is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with Tex-236-F. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.

Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:

- **Surface**. The final HMA lift placed at or near the top of the pavement structure;
- **Intermediate**. Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
- **Base**. Mixtures placed greater than 8.0 in. from the riding surface.

2.7.1. **RAP**. RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2 in. sieve. Fractionated RAP is defined as 2 or more RAP stockpiles, divided into coarse and fine fractions.

Use of Contractor-owned RAP, including HMA plant waste, is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. This allowance does not apply to a Contractor using unfractionated RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

The coarse RAP stockpile will contain only material retained by processing over a 3/8-in. or 1/2-in. screen unless otherwise approved. The fine RAP stockpile will contain only material passing the 3/8-in. or 1/2-in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in.

or 1/2-in. screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with Tex-406-A, Part I. Determine the plasticity index in accordance with Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

Table 4
Maximum Allowable Amounts of RAP[1]

Maximum Allowable Fractionated RAP[2] (%)			Maximum Allowable Unfractionated RAP[3] (%)		
Surface	**Intermediate**	**Base**	**Surface**	**Intermediate**	**Base**
20.0	30.0	40.0	10.0	10.0	10.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.
2. Up to 5% RAS may be used separately or as a replacement for fractionated RAP.
3. Unfractionated RAP may not be combined with fractionated RAP or RAS.

2.7.2. **RAS**. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is permitted unless otherwise shown on the plans. Up to 5% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with Tex-200-F, Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 5.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with Tex-217-F, Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8. **Substitute Binders**. Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., "Performance-Graded Binders;" and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test (Tex-242-F) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios

Originally Specified PG Binder	Allowable Substitute PG Binder	Maximum Ratio of Recycled Binder[1] to Total Binder (%)		
		Surface	Intermediate	Base
HMA				
76-22[2]	70-22 or 64-22	20.0	20.0	20.0
	70-28 or 64-28	30.0	35.0	40.0
70-22[2]	64-22	20.0	20.0	20.0
	64-28 or 58-28	30.0	35.0	40.0
64-22[2]	58-28	30.0	35.0	40.0
76-28[2]	70-28 or 64-28	20.0	20.0	20.0
	64-34	30.0	35.0	40.0
70-28[2]	64-28 or 58-28	20.0	20.0	20.0
	64-34 or 58-34	30.0	35.0	40.0
64-28[2]	58-28	20.0	20.0	20.0
	58-34	30.0	35.0	40.0
WMA[3]				
76-22[2]	70-22 or 64-22	30.0	35.0	40.0
70-22[2]	64-22 or 58-28	30.0	35.0	40.0
64-22[4]	58-28	30.0	35.0	40.0
76-28[2]	70-28 or 64-28	30.0	35.0	40.0
70-28[2]	64-28 or 58-28	30.0	35.0	40.0
64-28[4]	58-28	30.0	35.0	40.0

1. Combined recycled binder from RAP and RAS.
2. Use no more than 20.0% recycled binder when using this originally specified PG binder.
3. WMA as defined in Section 340.2.6.2., "Warm Mix Asphalt (WMA)."
4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.

3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." Schedule and participate in a pre-paving meeting with the Engineer on or before the first day of paving unless otherwise directed.

4.1. **Certification**. Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist.

Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels

Test Description	Test Method	Contractor	Engineer	Level[1]
1. Aggregate and Recycled Material Testing				
Sampling	Tex-221-F	✓	✓	1A
Dry sieve	Tex-200-F, Part I	✓	✓	1A
Washed sieve	Tex-200-F, Part II	✓	✓	1A
Deleterious material	Tex-217-F, Parts I & III	✓	✓	1A
Decantation	Tex-217-F, Part II	✓	✓	1A
Los Angeles abrasion	Tex-410-A		✓	TxDOT
Magnesium sulfate soundness	Tex-411-A		✓	TxDOT
Micro-Deval abrasion	Tex-461-A		✓	2
Crushed face count	Tex-460-A	✓	✓	2
Flat and elongated particles	Tex-280-F	✓	✓	2
Linear shrinkage	Tex-107-E	✓	✓	2
Sand equivalent	Tex-203-F	✓	✓	2
Organic impurities	Tex-408-A	✓	✓	2
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C, Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C, Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F	✓	✓	1A
VMA[2] (calculation only)	Tex-204-F	✓	✓	2
Rice gravity	Tex-227-F	✓	✓	1A
Ignition oven correction factors[3]	Tex-236-F	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	2
Hamburg Wheel test	Tex-242-F	✓	✓	2
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Mixture sampling	Tex-222-F	✓	✓	1A
Molding (TGC)	Tex-206-F		✓	1A
Molding (SGC)	Tex-241-F		✓	1A
Laboratory-molded density	Tex-207-F		✓	1A
VMA[2] (calculation only)	Tex-204-F		✓	1A
Rice gravity	Tex-227-F		✓	1A
Gradation & asphalt binder content[3]	Tex-236-F		✓	1A
Moisture content	Tex-212-F		✓	1A
Hamburg Wheel test	Tex-242-F		✓	2
Boil test	Tex-530-C		✓	1A
5. Placement Testing				
Trimming roadway cores	Tex-207-F	✓	✓	1A/1B
In-place air voids	Tex-207-F		✓	1A/1B
Establish rolling pattern	Tex-207-F	✓		1B
Ride quality measurement	Tex-1001-S	✓	✓	Note 4

1. Level 1A, 1B, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
2. Voids in mineral aggregates.
3. Refer to Section 340.4.8.3., "Production Testing," for exceptions to using an ignition oven.
4. Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2. **Reporting, Testing, and Responsibilities**. Use Department-provided templates to record and calculate all test data pertaining to the mixture design. The Engineer will use Department templates for any production and placement testing. Obtain the current version of the templates at http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html or from the Engineer.

The maximum allowable time for the Engineer to exchange test data with the Contractor is as given in Table 7 unless otherwise approved. The Engineer will immediately report to the Contractor any test result that requires suspension of production or placement or that fails to meet the specification requirements.

Subsequent mix placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

Table 7
Reporting Schedule

Description	Reported By	Reported To	To Be Reported Within
Production Testing			
Gradation	Engineer	Contractor	1 working day of completion of the test
Asphalt binder content			
Laboratory-molded density			
VMA (calculation)			
Hamburg Wheel test			
Moisture content			
Boil test			
Binder tests			
Placement Testing			
In-place air voids	Engineer	Contractor	1 working day of completion of the test[1]

1. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

4.3. **Mixture Design**.

4.3.1. **Design Requirements**. The Contractor may design the mixture using a Texas Gyratory Compactor (TGC) or a Superpave Gyratory Compactor (SGC) unless otherwise shown on the plans. Use the dense-graded design procedure provided in Tex-204-F. Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.3.1.1. **Target Laboratory-Molded Density When The TGC Is Used**. Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.

4.3.1.2. **Design Number of Gyrations (Ndesign) When The SGC Is Used**. Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to no less than 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test in accordance with Tex-242-F, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;

- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

Table 8
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0[1]	–	–	–	–
1-1/2"	98.0–100.0	100.0[1]	–	–	–
1"	78.0–94.0	98.0–100.0	100.0[1]	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0[1]	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0[1]
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA, % Minimum					
–	12.0	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum					
–	11.5	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

Table 9
Laboratory Mixture Design Properties

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (TGC)	Tex-207-F	96.5[1]
Design gyrations (Ndesign for SGC)	Tex-241-F	50[2]
Indirect tensile strength (dry), psi	Tex-226-F	85–200[3]
Boil test[4]	Tex-530-C	–

1. Increase to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.
2. Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
3. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
4. Used to establish baseline for comparison to production results. May be waived when approved.

Table 10
Hamburg Wheel Test Requirements

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm[1] Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000[2]
PG 70		15,000[3]
PG 76 or higher		20,000

1. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the Ndesign level (SGC) to no less than 35 gyrations.
2. May be decreased to no less than 5,000 passes when shown on the plans.
3. May be decreased to no less than 10,000 passes when shown on the plans.

4.3.2. **Job-Mix Formula Approval**. The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or Ndesign level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When

WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture and request that the Department perform the Hamburg Wheel test if opting to have the Department perform the test. The Engineer will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise determined. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. Provide split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven used for production testing in accordance with Tex-236-F.

The Engineer will use a TGC calibrated in accordance with Tex-914-K in molding production samples. Provide an SGC at the Engineer's field laboratory for use in molding production samples if the SGC is used to design the mix.

The Engineer may perform Tex-530-C and retain the tested sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

4.3.3. **JMF Adjustments**. If JMF adjustments are necessary to achieve the specified requirements, the adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of the current JMF listed in Table 11.

The Engineer may adjust the asphalt binder content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

Table 11
Operational Tolerances

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be within master grading limits in Table 8	±5.0[1,2]
Individual % retained for sieves smaller than #8 and larger than #200			±3.0[1,2]
% passing the #200 sieve			±2.0[1,2]
Asphalt binder content, %	Tex-236-F	±0.5	±0.3[2]
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0
VMA, %, min	Tex-204-F	Note 3	Note 3

1. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
2. Only applies to mixture produced for Lot 1 and higher.
3. Mixture is required to meet Table 8 requirements.

4.4. **Production Operations**. Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.4.1. **Storage and Heating of Materials**. Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless

otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.4.2. **Mixing and Discharge of Materials**. Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F (or 275°F for WMA) and is not lower than 215°F. The Department will not pay for or allow placement of any mixture produced above 350°F.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. The Engineer may determine the moisture content by oven-drying in accordance with Tex-212-F, Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. The Engineer will obtain the sample immediately after discharging the mixture into the truck, and will perform the test promptly.

4.5. **Hauling Operations**. Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 340.4.6.3.2., "Hauling Equipment." Use other hauling equipment only when allowed.

4.6. **Placement Operations**. Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket unless otherwise directed. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly.

Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 12 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 12
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
A	3.00	6.00	2.00
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

4.6.1. **Weather Conditions**. Place mixture when the roadway surface temperature is at or above 60°F unless otherwise approved. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

4.6.2. **Tack Coat**. Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.

4.6.3. **Lay-Down Operations**.

4.6.3.1. **Windrow Operations**. Operate windrow pickup equipment so that when hot-mix is placed in windrows substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

4.6.3.2. **Hauling Equipment**. Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability unless otherwise allowed.

4.6.3.3. **Screed Heaters**. Turn off screed heaters, to prevent overheating of the mat, if the paver stops for more than 5 min.

4.7. **Compaction**. Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids.

Furnish the type, size, and number of rollers required for compaction as approved. Use a pneumatic-tire roller to seal the surface unless excessive pickup of fines occurs. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in Tex-207-F, Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.8. **Production Acceptance**.

4.8.1. **Production Lot**. Each day of production is defined as a production lot. Lots will be sequentially numbered and correspond to each new day of production. Note that lots are not subdivided into sublots for this specification.

4.8.2. **Production Sampling**.

4.8.2.1. **Mixture Sampling**. The Engineer may obtain mixture samples in accordance with Tex-222-F at any time during production.

4.8.2.2. **Asphalt Binder Sampling**. The Engineer may obtain or require the Contractor to obtain 1 qt. samples of the asphalt binder at any time during production from a port located immediately upstream from the mixing drum or pug mill in accordance with Tex-500-C, Part II. The Engineer may test any of the asphalt binder samples to verify compliance with Item 300, "Asphalts, Oils, and Emulsions."

4.8.3. **Production Testing**. The Engineer will test at the frequency listed in the Department's *Guide Schedule of Sampling and Testing* and this specification. The Engineer may suspend production if production tests do not meet specifications or are not within operational tolerances listed in Table 11. Take immediate corrective action if the Engineer's laboratory-molded density on any sample is less than 95.0% or greater than 98.0%, to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may use alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that Tex-236-F does not yield reliable results. Use the applicable test procedure if an alternate test method is selected.

Table 13
Production and Placement Testing

Description	Test Method
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F
Individual % retained for sieves smaller than #8 and larger than #200	
% passing the #200 sieve	
Laboratory-molded density	Tex-207-F
Laboratory-molded bulk specific gravity	
In-Place air voids	
VMA	Tex-204-F
Moisture content	Tex-212-F, Part II
Theoretical maximum specific (Rice) gravity	Tex-227-F
Asphalt binder content	Tex-236-F
Hamburg Wheel test	Tex-242-F
Recycled Asphalt Shingles (RAS)[1]	Tex-217-F, Part III
Asphalt binder sampling and testing	Tex-500-C
Tack coat sampling and testing	Tex-500-C, Part III
Boil test	Tex-530-C

1. Testing performed by the Construction Division or designated laboratory.

4.8.3.1. **Voids in Mineral Aggregates (VMA)**. The Engineer may determine the VMA for any production lot. Take immediate corrective action if the VMA value for any lot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the lot to be left in place without payment.

4.8.3.2. **Hamburg Wheel Test**. The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire lot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department-approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Construction Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

4.8.4. **Individual Loads of Hot-Mix**. The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9. **Placement Acceptance**.

4.9.1. **Placement Lot**. A placement lot is defined as the area placed during a production lot (one day's production). Placement lot numbers will correspond with production lot numbers.

4.9.2. **Miscellaneous Areas**. Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 12. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. Compact miscellaneous areas in accordance with Section 340.4.7., "Compaction." Miscellaneous areas are not subject to in-place air void determination except for temporary detours when shown on the plans.

4.9.3. **Placement Sampling**. Provide the equipment and means to obtain and trim roadway cores on site. On site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement lot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side at each location selected by the Engineer for in-place air void determination unless otherwise shown on the plans. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness.

Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with Tex-207-F if the core heights meet the minimum untrimmed value listed in Table 12. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the date and lot number on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after they are trimmed and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at http://www.txdot.gov/business/specifications.htm to provide a secure means and process that protects the integrity of the cores during transport.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.4. **Placement Testing**. The Engineer may measure in-place air voids at any time during the project to verify specification compliance.

4.9.4.1. **In-Place Air Voids**. The Engineer will measure in-place air voids in accordance with Tex-207-F and Tex-227-F. Cores not meeting the height requirements in Table 12 will not be tested. Before drying to a constant weight, cores may be pre-dried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will use the corresponding theoretical maximum specific gravity to determine the air void content of each core. The Engineer will use the average air void content of the 2 cores to determine the in-place air voids at the selected location.

The Engineer will use the vacuum method to seal the core if required by Tex-207-F. The Engineer will use the test results from the unsealed core if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

Take immediate corrective action when the in-place air voids exceed the range of 3.8% and 8.5% to bring the operation within these tolerances. The Engineer may suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or greater than 9.9%. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids. Areas defined in Section 340.9.2., "Miscellaneous Areas," are not subject to in-place air void determination.

4.9.5. **Irregularities**. Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities and areas where the mixture does not bond to the existing pavement. If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.6. **Ride Quality**. Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Article 340.5., "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt (SQ)" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality, if applicable, will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

ITEM 500 MOBILIZATION

Item 500
Mobilization

1. DESCRIPTION

Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.

For Contracts with emergency mobilization, provide a person and method of contact available 24 hrs. a day, 7 days a week unless otherwise shown on the plans. The time of notice will be the transmission time of the written notice or notice provided orally by the Department's representative.

2. MEASUREMENT

This Item will be measured by the lump sum or each as the work progresses. Mobilization is calculated on the base bid only and will not be paid for separately on any additive alternate items added to the Contract.

3. PAYMENT

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows:

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance,
- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less,
- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount,
- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount, and
- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made 6 months after final acceptance.

For Contracts with callout or emergency work, “Mobilization,” will be paid as follows:

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance,
- Mobilization for callout work will be paid for each callout work request, and
- Mobilization for emergency work will be paid for each emergency work request.

ITEM 502 BARRICADES, SIGNS & TRAFFIC HANDLING

Item 502
Barricades, Signs, and Traffic Handling

1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

2. CONSTRUCTION

Comply with the requirements of Article 7.2., "Safety."

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the Department's Compliant Work Zone Traffic Control Device List.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

Barricades, Signs, and Traffic Handling will be measured by the month. Law enforcement personnel with patrol vehicles will be measured by the hour for each person.

4. PAYMENT

4.1. **Barricades, Signs, and Traffic Handling**. Except for Contracts with callout work and work orders, 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 "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

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 "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid under pertinent Items.

4.1.1. **Initiation of Payment**. Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun.

4.1.2. **Paid Months**. Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

4.1.3. **Maximum Total Payment Before Acceptance**. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.1.5., "Balance Due."

4.1.4. **Total Payment Quantity**. The quantity paid under this Item will not exceed the total quantity shown on the plans except as modified by change order and as adjusted by Section 502.4.1.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; nor delays caused directly or indirectly by requirements of the Contract.

4.1.5. **Balance Due**. The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."

4.1.6. **Contracts with Callout Work and Work Orders**. The work performed and the materials furnished with this Item and measured as provided under "Measurement," will be considered subsidiary to pertinent Items, except for federally funded Contracts.

4.2. **Law Enforcement Personnel**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement," will be paid by Contractor force account for "Law Enforcement Personnel." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicle, fees, and incidentals necessary to complete the work as directed.

ITEM 510 ONE-WAY TRAFFIC CONTROL

Item 510
One-Way Traffic Control

1. DESCRIPTION

Provide one-way traffic control using one of the methods shown on the plans.

2. WORK METHODS

2.1. **Flagger Control Method**. Furnish flaggers in accordance with the requirements of Article 7.2., "Safety," at all entry points to the work zone, to stop traffic. Furnish a Stop/Slow paddle that meets the requirements of the TMUTCD for each flagger. If desired, use Automated Flagger Assistance Devices if approved.

2.2. **Pilot Car Method**. Furnish a licensed driver and pilot vehicle with required signs attached. Furnish flaggers on each approach to the activity area to control traffic. Provide Stop/Slow paddles and signs that meet the requirements of the TMUTCD. Instruct drivers to follow the pilot vehicle and to not pass the cars ahead.

2.3. **Portable Traffic Signal Method**. Furnish, operate, and maintain new or used portable traffic signal units. Assure used units are in good working condition and are approved before use. A list of approved units can be found in the Department's *Compliant Work Zone Traffic Control Device List*. Units will remain the property of the Contractor.

3. MEASUREMENT

When shown on the plans as a bid item, this Item will be measured as follows:

3.1. **Flagger Control Method**. By the actual number of hours flaggers are engaged in flagging activities. Each flagger will be measured separately.

3.2. **Pilot Car Method**. By the actual number of hours of use for the combination of flaggers and pilot vehicle.

3.3. **Portable Traffic Signal Method**. By the month, including 2 units operated by a single controller set up and operational on the worksite.

4. PAYMENT

Unless otherwise shown on the plans, the work performed and materials furnished in accordance with this Item will not be paid for directly but will be subsidiary to pertinent Items.

When shown on the plans as a bid item, 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 the method specified. This price is full compensation for furnishing and operating equipment, pilot car, pilot vehicle driver, flaggers, signs, labor, tools, and incidentals. Payment for Portable Traffic Signal units and Portable Traffic Signals will be full compensation for the units, set up, relocating, removing, replacing parts, batteries, fuel, oil, and incidentals.

ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS

Item 666
Retroreflectorized Pavement Markings

1. DESCRIPTION

Furnish and place retroreflectorized, non-retroreflectorized (shadow) and profile pavement markings.

2. MATERIALS

2.1. **Type I Marking Materials**. Furnish in accordance with DMS-8220, "Hot Applied Thermoplastic."

Furnish pavement marking material used for Type I profile markings and shadow markings that have been approved by the Construction Division, and in accordance with DMS-8220, "Hot Applied Thermoplastic."

2.2. **Type II Marking Materials**. Furnish in accordance with DMS-8200, "Traffic Paint."

2.3. **Glass Traffic Beads**. 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 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.

2.4. **Labeling**. Use clearly marked containers that indicate color, mass, material type, manufacturer, and batch number.

3. EQUIPMENT

3.1. **General Requirements**. Use equipment that:

- is maintained in satisfactory condition,
- meets or exceeds the requirements of the National Board of Fire Underwriters and the Texas Railroad Commission for this application,
- applies beads by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are dispensed uniformly and almost instantly upon the marking as the marking is being applied to the road surface. The bead dispenser must have an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment,
- has an automatic cut-off device with manual operating capabilities to provide clean, square marking ends,
- is capable of producing the types and shapes of profiles specified, and
- can provide continuous mixing and agitation of the pavement marking material. The use of pans, aprons, or similar appliances which the die overruns will not be permitted for longitudinal striping applications.

Provide a hand-held thermometer capable of measuring the temperature of the marking material when applying Type I material.

When pavement markings are required to meet minimum retroreflectivity requirements on the plans:

- Use a mobile retroreflectometer approved by the Construction Division and certified by the Texas A&M Transportation Institute Mobile Retroreflectometer Certification Program.
- Use a portable retroreflectometer that:
  - uses 30-meter geometry and meets the requirements described in ASTM E1710;

- has either an internal global positioning system (GPS) or the ability to be linked with an external GPS with a minimum accuracy rating of 16 ft. 5 in., in accordance with the circular error probability (CEP) method (CEP is the radius of the circle with its origin at a known position that encompasses 50% of the readings returned from the GPS instrument);
- can record and print the GPS location and retroreflectivity reading for each location where readings are taken.

3.2. **Material Placement Requirements**. Use equipment that can place:

- at least 40,000 ft. of 4-in. solid or broken non-profile markings per working day at the specified thickness;
- at least 15,000 ft. of solid or broken profile pavement markings per working day at the specified thickness;
- linear non-profile markings up to 8 in. wide in a single pass;
- non-profile pavement markings other than solid or broken lines at an approved production rate;
- a centerline and no-passing barrier-line configuration consisting of 1 broken line and 2 solid lines at the same time to the alignment, spacing, and thickness for non-profile pavement markings shown on the plans;
- solid and broken lines simultaneously;
- white line from both sides;
- lines with clean edges, uniform cross-section with a tolerance of ±1/8 in. per 4 in. width, uniform thickness, and reasonably square ends;
- skip lines between 10 and 10-1/2 ft., a stripe-to-gap ratio of 10 to 30, and a stripe-gap cycle between 39-1/2 ft. and 40-1/2 ft., automatically;
- beads uniformly and almost instantly on the marking as the marking is being applied;
- beads uniformly during the application of all lines (each line must have an equivalent bead yield rate and embedment); and
- double-drop bead applications using both Type II and Type III beads from separate independent bead applicators, unless otherwise approved by the Engineer.

4. CONSTRUCTION

Place markings before opening to traffic unless short-term or work zone markings are allowed.

4.1. **General**. Obtain approval for the sequence of work and estimated daily production. Minimize interference to roadway operations when placing markings on roadways open to traffic. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed, and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.

Apply markings on pavement that is completely dry and passes the following tests:

- Type I Marking Application—Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, and then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.
- Type II Marking Application—Place a 1-sq. ft. piece of clear plastic on the pavement, and weight down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.

Apply markings:

- that meet the requirements of Tex-828-B,
- that meet minimum retroreflectivity requirements when specified on the plans (applies to Type I markings only),
- using widths and colors shown on the plans,
- at locations shown on the plans,
- in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum,
- without abrupt deviations,
- free of blisters and with no more than 5% by area of holes or voids,
- with uniform cross-section, density and thickness,
- with clean and reasonably square ends,
- that are retroreflectorized with drop-on glass beads, and
- using personnel skilled and experienced with installation of pavement markings.

Remove all applied markings that are not in alignment or sequence as stated on the plans, or in the specifications, at the Contractor's expense in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment.

4.2. **Surface Preparation**. Prepare surfaces in accordance with this Section unless otherwise shown on the plans.

4.2.1. **Cleaning for New Asphalt Surfaces and Retracing of All Surfaces**. Air blast or broom the pavement surface for new asphalt surfaces (less than 3 years old) and for retracing of all surfaces to remove loose material, unless otherwise shown on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans.

4.2.2. **Cleaning for Old Asphalt and Concrete Surfaces (Excludes Retracing)**. Clean old asphalt surfaces (more than 3 years old) and all concrete surfaces in accordance with Item 678, "Pavement Surface Preparation for Markings," to remove curing membrane, dirt, grease, loose and flaking existing construction markings, and other forms of contamination.

4.2.3. **Sealer for Type I Markings**. Apply a pavement sealer to old asphalt surfaces (more than 3 years old) and to all concrete surfaces before placing Type I markings on locations that do not have existing markings, unless otherwise approved. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer as recommended by the Type I marking manufacturer unless otherwise shown on the plans. Follow the manufacturer's directions for application of acrylic or epoxy sealers. Clean sealer that becomes dirty after placement by washing or in accordance with Section 666.4.2.1., "Cleaning for New Asphalt Surfaces and Retracing of All Surfaces," as directed. Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.

4.3. **Application**. Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all required replacement costs.

4.3.1. **Type I Markings**. Place the Type I marking after the sealer cures. Apply within the temperature limits recommended by the material manufacturer. Flush the spray head if spray application operations cease for 5 min or longer by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

Apply on clean, dry pavements passing the moisture test described in Section 666.4.1., "General," and with a surface temperature above 50°F when measured in accordance with Tex-829-B.

4.3.1.1. **Non-Profile Pavement Markings**. Apply Type I non-profile markings with a minimum thickness of:

- 0.100 in. (100 mils) for new markings and retracing water-based markings on surface treatments involving Item 316, "Seal Coat,"
- 0.060 in. (60 mils) for retracing on thermoplastic pavement markings, or
- 0.090 in. (90 mils) for all other Type I markings.

The maximum thickness for Type I non-profile markings is 0.180 in. (180 mils). Measure thickness for markings in accordance with Tex-854-B using the tape method.

4.3.1.2. **Profile Pavement Markings**. Apply Type I profile markings with a minimum thickness of:

- 0.060 in. (60 mil) for edgeline markings, or
- 0.090 in. (90 mil) for gore and centerline/no-passing barrier line markings.

In addition, at a longitudinal spacing indicated on the plans, the markings must be profiled in a vertical manner such that the profile is transverse to the longitudinal marking direction. The profile must not be less than 0.30 in. (300 mil) nor greater than 0.50 in. (500 mil) in height when measured above the normal top surface plane of the roadway. The transverse width of the profile must not be less than 3.25 in., and the longitudinal width not less than 1 in., when measured at the top surface plane of the profile bar. The profile may be either a 1 or 2 transverse bar profile. When the 2 transverse bar profile is used, the spacing between the bases of the profile bars must not exceed 0.50 in. The above transverse bar width is for each 4 in. of line width.

4.3.2. **Type II Markings**. Apply on surfaces with a minimum surface temperature of 50°F. Apply at least 20 gal. per mile on concrete and asphalt surfaces and at least 22 gal. per mile on surface treatments for a solid 4-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 15 gal. per mile using Type II drop-on beads.

4.3.3. **Bead Coverage**. Provide a uniform distribution of beads across the surface of the stripe for Type I and Type II markings, with 40% to 60% bead embedment.

4.4. **Retroreflectivity Requirements**. When specified on the plans, Type I markings must meet the following minimum retroreflectivity values for edgeline markings, centerline or no passing barrier-line, and lane lines 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 $mcd/m^2/lx$

4.5. **Retroreflectivity Measurements**. Use a mobile retroreflectometer for projects requiring minimum retroreflectivity requirements to measure retroreflectivity for Contracts totaling more than 200,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 200,000 ft. of pavement markings or Contracts with callout work, mobile or portable retroreflectometers may be used at the Contractor's discretion.

4.5.1. **Mobile Retroreflectometer Measurements**. Provide mobile measurements averages for every 0.1 miles unless otherwise specified or approved. Take measurements on each section of roadway for each series of markings (i.e., edgeline, center skip line, each line of a double line, etc.) and for each direction of traffic flow. 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). Furnish measurements in compliance with Special Specification, "Mobile Retroreflectivity Data Collection for Pavement Markings," unless otherwise approved. The Engineer may require an occasional field comparison check with a portable retroreflectometer meeting the requirements listed above to ensure accuracy. Use all equipment in accordance with the manufacturer's recommendations and directions. Inform the Engineer at least 24 hr. before taking any measurements.

A marking meets the retroreflectivity requirements if:

- the combined average retroreflectivity measurement for a one-mile segment meets the minimum retroreflectivity values specified, and
- no more than 30% of the retroreflectivity measurement values are below the minimum retroreflectivity requirements value within the one-mile segment.

The Engineer may accept failing one-mile segments if no more than 20% of the retroreflectivity measurements within that mile segment are below the minimum retroreflectivity requirement value.

The one-mile segment will start from the beginning of the data collection and end after a mile worth of measurements have been taken; each subsequent mile of measurements will be a new segment. Centerlines with 2 stripes (either solid or broken) will result in 2 miles of data for each mile segment. Each centerline stripe must be tested for compliance as a stand-alone stripe.

Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking if the marking fails retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this second application within that mile segment for that series of markings.

If the markings do not meet minimum retroreflectivity after 10 days of this second 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.

4.5.2. **Portable Retroreflectometer Measurements**. Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (i.e., edgeline, center skip line, each line of a double line, etc.) 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 once 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 fails. 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 fall 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.

4.5.3. **Traffic Control**. Provide traffic control, as required, when taking retroreflectivity measurements after marking application. On low volume roadways (as defined on the plans), refer to the figure, “Temporary Road Closure” in Part 6 of the *Texas Manual on Uniform Traffic Control Devices* for the minimum traffic control requirements. For all other roadways, the minimum traffic control requirements will be as shown on the Traffic Control Plan (TCP) standard sheets TCP (3-1) and TCP (3-2). The lead vehicle will not be required on divided highways. The TCP and traffic control devices must meet the requirements listed in Item 502, “Barricades, Signs, and Traffic Handling.” Time restrictions that apply during striping application will also apply during the retroreflectivity inspections except when using the mobile retroreflectometer unless otherwise shown on the plans or approved.

4.6. **Performance Period**. All markings must meet the requirements of this specification for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements, and replace at the Contractor’s expense. Replace failing markings within 30 days of notification. All replacement markings must also meet all requirements of this Item for a minimum of 30 calendar days after installation.

5. MEASUREMENT

This Item will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Acrylic or epoxy sealer, or Type II markings when used as a sealer for Type I markings, will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans.

6. 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 "Pavement Sealer" of the size specified, "Retroreflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness specified as applicable, "Retroreflectorized Pavement Markings with Retroreflective Requirements" of the types, colors, sizes, widths, and thicknesses specified or "Retroreflectorized Profile Pavement Markings" of the various types, colors, shapes, sizes, and widths specified.

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

Surface preparation of new concrete and asphalt concrete pavements more than 3 years old, where no stripe exists, will be paid for under Item 678, "Pavement Surface Preparation for Markings." Surface preparation of all other asphalt and old concrete pavement, except for sealing, will not be paid for directly but is subsidiary to this Item.

Work zone pavement markings (Type II, paint and beads) used as a sealer for Type I markings (thermoplastic) will be paid for under Item 662, "Work Zone Pavement Markings."

If the Engineer requires that markings be placed in inclement weather, repair or replacement of markings damaged by the inclement weather will be paid for in addition to the original plans quantity.

ITEM 700 POTHOLE REPAIR

Item 700
Pothole Repair

1. DESCRIPTION

Repair potholes, spalled areas, depressions, and raveled or damaged pavement edges in roadway surfaces.

2. MATERIALS

Furnish materials, unless otherwise shown on the plans. Use materials that meet the requirements of the following Items, as shown on the plans.

- Item 300, "Asphalt, Oils, and Emulsions,"
- Item 330, "Limestone Rock Asphalt Pavement,"
- Item 334, "Hot-Mix Cold-Laid Asphalt Concrete Pavement,"
- Item 340, "Dense-Graded Hot-Mix Asphalt (Small Quantity),"
- DMS-9202, "Asphaltic Concrete Patching Material (Stockpile Storage or Bagged),"
- DMS-9203, "Rapid-Curing Asphaltic Concrete Patching Material (Containerized)," and
- DMS-9204, "Fiber Additives for Bituminous Mixtures."

3. WORK METHODS

Work requests are made on a callout basis. Begin physical repair within 24 hr. of notification, 3 hr. if emergency mobilization is required, unless otherwise shown on the plans.

3.1. **Standard Repair**. Remove loose and foreign materials from the repair area. Remove water, dry, and apply tack coat to surfaces of the repair area unless otherwise directed.

Place repair material in horizontal lifts as directed. Finish to grade and compact to conform to roadway surface. Compact with hand tamp, mechanical tampers, or rollers as directed or approved. Compact to achieve full consolidation.

Repair pavement edges to the line and grade of original pavement. Clean roadway surface after repair operations. Dispose of materials removed as directed or approved.

3.2. **Saw-Cut Repair**. Square the sides of the repair area by saw-cutting or other approved methods. Remove loose and foreign material. Clean and dry the repair area. Apply tack coat to surfaces of the repair area unless otherwise directed.

Place repair material in horizontal lifts no more than 3 in. deep. Finish to grade and compact to conform to roadway surface. Compact with hand tamp, mechanical tampers, or rollers as directed or approved. Compact to achieve full consolidation.

Repair pavement edges to the line and grade of original pavement. Clean roadway surface after repair operations. Dispose of materials removed as directed or approved.

4. MEASUREMENT

Emergency mobilization will be measured by each emergency work request. Pothole repair will be measured by the square yard of surface area or by the cubic yard, ton, or pound of material used. For Contracts with

callout work without emergency mobilization, the minimum quantity per callout respectively is 5 sq. yd., 1/2 cu. yd., 1/2 ton, or 150 lb., unless otherwise shown on the plans.

4.1. **Area**. The surface area of repairs will be measured.

4.2. **Volume**. Trucks will be measured and the loose volume in cubic yards will be calculated for legally transported loads. Level the load for measurement before beginning work. Level off the material remaining on the last load for measurement. Material not used at the end of the day will be deducted from the volume.

4.3. **Weight (Ton)**. Trucks will be weighed on certified scales. Provide weight tickets. Material not used at the end of the day will be deducted from the weight. Measurement will be in accordance with Item 520, "Weighing and Measuring Equipment."

4.4. **Weight (Pound)**. Materials furnished in a container will be measured by the pound as shown on the container.

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 prices bid for "Pothole Repair (Standard)" or "Pothole Repair (Saw-Cut)" and "Emergency Mobilization," if required. The price bid for pothole repair is full compensation for furnishing materials, unless otherwise shown on the plans; application of the tack coat; removal and disposal of debris and excess material; leveling off or weighing the load for measurement; and equipment, labor, tools, and incidentals.

The price bid for emergency mobilization is full compensation for beginning physical work within 3 hr. of notification. Emergency mobilization will be paid for in addition to pothole repair.

ITEM 712 CRACK ROUTING AND SEALING

Item 712

Cleaning and Sealing Joints and Cracks (Asphalt Concrete)

1. DESCRIPTION

Clean and seal joints and cracks in asphalt concrete roadway surfaces.

2. MATERIALS

Furnish materials unless otherwise shown on the plans. Furnish sealant materials as shown on the plans in accordance with Item 300, "Asphalts, Oils, and Emulsions." Furnish fine aggregate in accordance with Section 340.2.1.3., "Fine Aggregate."

3. EQUIPMENT

Furnish equipment, tools, and machinery for proper execution of the work.

3.1. **Hot-Applied Sealants**. Heat in a double-jacketed heater using a heat transfer oil so no direct flame comes in contact with the shell of the vessel containing the sealing compound. Provide a heater capable of circulating and agitating the sealant during the heating process to achieve a uniform temperature rise and maintain the desired temperature. Provide gauges to monitor the temperature of the vessel contents and avoid overheating the material. Provide a heater equipped with a gear-driven asphalt pump with adequate pressure to dispense the sealant.

3.2. **Cold-Applied Sealants**. Provide equipment with adequate pressure to dispense the sealant in a continuous flow.

4. WORK METHODS

Apply material when the air or pavement temperature is within the manufacturer's recommendations or as approved. Clean and seal joints and cracks that are 1/16 in. or greater in width. Fill cracks with dry sand for cracks greater than 1/2 in. or as shown on the plans. Rout joints and cracks to the configuration shown on the plans when required. Clean joints and cracks with air blast cleaning or other acceptable methods to a depth at least twice the joint or crack width. Joints and cracks must be free of moisture before sealing. Dispose of materials removed as directed or approved. Apply sealing material with a pressure nozzle. Completely fill cracks and joints. Squeegee material to no more than 3 in. wide and 1/8 in. above the pavement surface. Prevent tracking with an application of fine aggregate as directed.

5. MEASUREMENT

This Item will be measured by the foot, gallon, pound, or lane mile. Shoulders wider than 6 ft. are considered additional lanes.

6. 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 "Joint and Crack Sealing" of the sealant material specified and "Joint and Crack Routing and Sealing" of the sealant material specified. This price is full

compensation for routing, cleaning, and sealing joints and cracks; furnishing and placing materials; and equipment, labor, tools, and incidentals.

If measurement is by the lane mile, shoulders 6 ft. or narrower will not be paid for directly but will be subsidiary to work on the adjacent travel lane.