## **PROJECT SPECIAL PROVISIONS**

## **ROADWAY**

## SHOULDER RECONSTRUCTION PER SHOULDER MILE:

(1-18-00) (Rev. 5-17-11) 560 R1 R07 (Rev.)

## **Description**

This work consists of reconstructing each shoulder (including median shoulders as applicable) in accordance with Standard Drawing No. 560.01 and 560.02 of the 2012 Roadway Standard Drawings except that the rate of slope and width will be as shown on typical section, or to the existing shoulder point, whichever is nearer, as long as the desired typical is achieved, and when completed, seeding and mulching. This work shall be performed immediately after the resurfacing operations are complete as directed by the Engineer.

## **Materials**

The Contractor shall furnish all earth material necessary for the construction of the shoulders in accordance with Section 1019 of the 2012 Standard Specifications. All soil is subject to test and acceptance or rejection by the Engineer.

The Contractor is required to use Aggregate Shoulder Borrow (ASB) as directed by the Engineer. ASB shall meet the following gradation:

<u>Sieve</u>	Percent Passing
1 1/2"	100
1/2"	55 - 95
#4	35 - 74

#### **Construction Methods**

Obtain material from within the project limits or approved borrow source. Prior to adding borrow material, the existing shoulder shall be scarified to provide the proper bond and shall be compacted to the satisfaction of the Engineer.

Any excess material generated by the shoulder reconstruction shall be disposed of by the Contractor in an approved disposal site.

## **Measurement and Payment**

Shoulder Reconstruction will be measured and paid as the actual number of miles of shoulders that have been reconstructed. Measurement will be made along the surface of each shoulder to the nearest 0.01 of a mile. Such price will include disposing of any excess material in an approved disposal site, and for all labor, tools, equipment, and incidentals necessary to complete the work.

Borrow Excavation will be paid in accordance with Section 230 of the 2012 Standard Specifications for earth material furnished by the Contractor. The requirements of Article 104-5 of the 2012 Standard Specifications pertaining to revised contract prices for overrunning minor items will not apply to the item of Borrow Excavation.

Incidental Stone Base will be measured and paid as provided in Article 545-6 of the 2012 Standard Specifications.

### Aggregate Shoulder Borrow will be measured and paid at the contract unit price per ton.

Seeding and Mulching will be measured and paid as shown elsewhere in the contract. Where ASB is used, seeding and mulching will not be required.

Payment will be made under:

Pay ItemPay UnitShoulder ReconstructionShoulder MileAggregate Shoulder BorrowTon

## **INCIDENTAL STONE BASE:**

(7-1-95) (Rev.7-18-06) 545 R5 R28

## **Description**

Place incidental stone base on driveways, mailboxes, etc. immediately after paving and do not have the paving operations exceed stone base placement by more than one week without written permission of the Engineer.

#### **Materials and Construction**

Provide and place incidental stone base in accordance with Section 545 of the 2012 Standard Specifications.

## **Measurement and Payment**

Incidental Stone Base will be measured and paid in accordance with Article 545-6 of the 2012 Standard Specifications.

## **SHOULDER WEDGE:**

(9-20-11) (Rev. 1-17-12) 610 R6 R03

Revise the 2012 Standard Specifications as follows:

## Page 6-26, Section 610-8, add the following after line 43:

Attach a device, mounted on screed of paving equipment, capable of constructing a shoulder wedge with an angle of not more than 30 degrees along the outside edge of the roadway, measured from the horizontal plane in place after final compaction on the final surface course.

Use an approved mechanical device or a device provided by the Department which will form the asphalt mixture to produce a wedge with uniform texture, shape and density while automatically adjusting to varying heights. If the device is provided by the Department, then the Contractor shall return the device to the Engineer after completion of all shoulder wedge construction.

Payment for use of this device will be incidental to the other pay items in the contract.

## ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

(11-21-00) (Rev. 7-19-11)

609

R6 R15

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

Asphalt Concrete Base Course	Type B 25.0	4.4%
Asphalt Concrete Intermediate Course	Type I 19.0	4.8%
Asphalt Concrete Surface Course	Type S 4.75A	6.8%
Asphalt Concrete Surface Course	Type SF 9.5A	6.7%
Asphalt Concrete Surface Course	Type S 9.5	6.0%
Asphalt Concrete Surface Course	Type S 12.5	5.5%

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the 2012 Standard Specifications.

## **ASPHALT PLANT MIXTURES:**

(7-1-95)

609

R6 R20

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.

# PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

620

R6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2012 Standard Specifications.

The base price index for asphalt binder for plant mix is \$ 615.00 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **February 1, 2012**.

## FINAL SURFACE TESTING (Not Required):

(5-18-04) (Rev. 1-17-12)

610

R6 R45

Final surface testing is not required on this project.

# **WARRANTY OF ASPHALT SURFACE TREATMENT:**

(6-18-02) (Rev 1-17-12) 660 R6 R56 (REV)

## **Description**

The warranty for Asphalt Surface Treatment (AST) shall consist of partial acceptance, warranty bond, warranty performance criteria, and the rights and responsibilities of the Department and the Contractor. The warranty period shall be for 2 years, beginning on the Engineer's acceptance date.

#### **Definitions**

Extent - This distress indicator refers to the size of the problem area (extent of occurrence). The extent of occurrence will be measured on frequency.

Lot - A 1,000-foot section of pavement or portion thereof, a lane width wide, on which AST is constructed on a single day and a single map.

Map - A segment of roadway defined in the contract with definitive beginning and ending points.

Severity - This distress indicator describes the problem area.

Warranty Bond - The bond that guarantees the AST against defects in materials and workmanship that may develop after the Engineer's acceptance date and during the warranty period.

Warranty Period - The 2-year period beginning on the date of the Engineer's acceptance by the Department.

Warranty Work - If the thresholds are exceeded during the warranty period, corrective action will be completed by the Contractor to bring the warranted work back into compliance prior to the release of the warranty. All costs associated with any warranty work shall be borne by the Contractor.

## **AST Acceptance and Warranty**

## (A) Engineer's Acceptance

At the completion of the AST, the Department will conduct an inspection of the work. If appropriate, the Department may inspect a portion of the work as necessary. If the work is determined by the Department to have been satisfactorily completed in accordance with the contract, the Department will issue an Engineer's acceptance of all or part of the work as described above. If the work is determined by the Department not to have been satisfactorily completed in accordance with the contract, the Contractor shall correct at his own expense any and all defects in materials and workmanship, after which the Engineer's acceptance date will be established. The Engineer's acceptance dates so established will constitute the start date for the warranty period.

## (B) Subsequent Inspections

The Department will inspect the work for determination of warranty compliance within 6 months of the date of Engineer's acceptance and just prior to the end of the warranty period.

## (C) Situations Affecting the Warranty

During the warranty period, the Contractor will not be held responsible for distresses that are caused by factors not related to materials and workmanship. These include, but are not limited to, chemical and fuel spills, vehicle fires, base failures, and snow plows. Other factors considered to be beyond the control of the Contractor, which may contribute to pavement distress, will be considered by the Engineer on a case by case basis upon receipt of a written request from the Contractor. Maintaining traffic on the pavement surface prior to the Engineer's acceptance will not be a condition for voiding the warranty.

## (D) Emergency Repairs

If, in the opinion of the Department, a pavement condition covered by the warranty requires immediate attention for the safety of the traveling public, the Contractor will be notified immediately. If the Contractor cannot be contacted or cannot perform the required work in a timely fashion, the Department may perform or have the work performed at the Contractor's expense. Any emergency work performed will not alter the requirements, responsibilities, or obligations of the warranty.

# (E) Warranty Bond

The Contractor shall furnish a warranty bond in an amount equal to 100% of the amount bid for the AST items of work. The warranty shall be for a period of 2 years. The effective starting date of the warranty bond shall be the Engineer's acceptance date.

## (F) Warranty Performance Criteria

Surface		Extent
Defects	Severity	(Per Lot)
Surface Patterns	Alternate lean and heavy lines streaking over the entire pavement surface.	Greater than 20% of a lot affected; distress spotted evenly over the lot or over localized areas within the lot.
Bleeding/ Flushing	Distinctive appearance (with excess asphalt binder already free).	Greater than 20% of the wheel tracks within a lot affected.
Loss of Cover Aggregate	Large patches of cover aggregate lost from the pavement surface.	Greater than 20% of a lot affected; distress spotted evenly over the lot or over localized areas within the lot.

The beginning point of the first lot will be the beginning point of each day's operation or the beginning of a map, which ever is applicable.

# (G) Rights and Responsibilities of the Department

## The Department:

Will be responsible for monitoring the AST during the warranty period and will provide the Contractor all written reports of the surface treatment's condition related to the warranty performance criteria.

Will be responsible for notifying the Contractor in writing of any required warranty work.

Will review and approve the date(s) requested by the Contractor to perform warranty work.

Will approve all materials and methods used in warranty work.

Will determine if warranty work performed by the Contractor meets the contract.

Will perform or have performed, routine maintenance during the warranty period, which routine maintenance will not relieve the Contractor from meeting the warranty requirements of this provision.

Will require the Contractor to make immediate emergency repairs to the AST to prevent as unsafe road condition as determined by the Department. Should the Contractor fail to comply with this requirement, to the Department's satisfaction and within the time frame required by the Department, the Department has the right to perform, or have performed, at the Contractor's sole expense, any emergency repairs deemed necessary by the Department. Any such emergency repairs undertaken will not relieve the Contractor from meeting the warranty requirements of this provision.

Will document the condition of the AST prior to emergency repairs.

## (H) Rights and Responsibilities of the Contractor

## The Contractor:

Shall unconditionally warrant to the Department that the AST shall be free of defects in materials and workmanship as defined by the warranty performance criteria as set forth above for a period of 2 years from the Engineer's acceptance date of the AST. The warranty bond shall be submitted to the Department upon the Engineer's acceptance.

Shall be responsible for performing all warranty work, including but not limited to, traffic control and restoring all associated pavement features at no additional cost to the Department.

Shall be responsible for replacing all temporary repairs, resulting from the AST being in non-compliance with the warranty performance criteria, with Department approved materials and methods.

Shall notify the Department and shall submit a written course of action proposing appropriate corrective measures for the needed warranty work 5 calendar days prior to commencement of warranty work, unless the warranty work requires immediate emergency repairs as determined by the Department.

Shall follow all maintenance of traffic requirements of the contract when any warranty work is performed.

Shall complete all warranty work in a neat and uniform manner and shall meet the requirements specified in the contract.

Shall supply to the Department original documentation in accordance with the 2012 Standard Specifications that all insurance required by the contract is in effect during the periods that any warranty work is being performed.

Shall make repairs to the AST prior to the conclusion of the warranty period or within such other time as agreed to by the Department and the Contractor after receiving notification from the Department that required warranty work is necessary, unless the Department notifies the Contractor that immediate emergency repairs are necessary to the AST to prevent an unsafe road condition, in which event the Contractor shall make said emergency repairs within the time frame required by the Department.

Shall be liable during the warranty period in the same manner contractors currently are liable for their construction related activities with the Department in accordance with the 2012 Standard Specifications. This liability shall arise and continue only during the period when the Contractor is performing warranty work.

## (I) Non-extension of Contract

No extension in contract time will be allowed as a result of work performed under the provisions of this warranty.

## Measurement and Payment

No separate measurement or payment will be made for any work performed under this provision as the cost of such work will be incidental to the contract.

## ASPHALT CONCRETE SURFACE COURSE, TYPE S4.75A:

21-12) 610,

SPI 6-09

Revise the 2012 Standard Specifications as follows:

Page 6-21, Table 610-2, SUPERPAVE AGGREGATE GRADATION CRITERIA, add the following:

	Mix Type (Nominal Max. Aggregate Size) 4.75 mm (C)			
Standard Sieves (mm)				
	Min.	Max.		
50.0	-	-		
37.5	-	-		
25.0	-	-		
19.0	-	-		
12.5	-	-		
9.50	100.0			
4.75	90.0	100.0		
2.36	65.0	90.0		
1.18	-	-		
0.600	-	-		
0.300	-	-		
0.150	_	-		
0.075	4.0	8.0		

C. For Type S4.75A, a minimum of 50% of the aggregate components shall be material manufactured from the crushing of stone.

Page 6-22, Table 610-3, SUPERPAVE MIX DESIGN CRITERIA, add the following:

Mix	Design	Binder	Compaction Levels		Max.	Volumetric Properties			
	<b>ESALs</b>	PG	$G_{m}$	m @	Rut Depth	VMA	VTM	VFA	%G <sub>mm</sub>
Type million	millions	Grade	N <sub>ini</sub>	$N_{ m des}$	(mm)	% Min.	%	Min Max.	@ N <sub>ini</sub>
S4.75A(E)	<0.3	64 -22	6	50	-	20.0	7.0 - 15.0	-	-

E. Mix Design Criteria for Type S4.75A may be modified subject to the approval of the Engineer

Page 6-22, Table 610-3, SUPERPAVE MIX DESIGN CRITERIA, replace line 4, note C, with the following:

C. TSR for Type S4.75A, Type B25.0 and Type B25.0C mixes is 80% minimum.

Page 6-23, Table 610-5, PLACEMENT TEMPERATURES FOR ASPHALT, replace "SF9.5A, S9.5B" in the "Asphalt Concrete Mix Type" column with "S4.75A, SF9.5A and S9.5B".

Page 6-28, Table 610-6, SUPERPAVE DENSITY REQUIREMENTS, add the following:

Superpave Mix Type	Minimum % of G <sub>mm</sub> (Maximum Specific Gravity)	
S4.75A	85.0(a,b)	

- (a) All S4.75A pavement will be accepted for density in accordance with Article 105-3.
- (b) Compaction to the above specified density will be required when the S4.75A mix is applied at a rate of 100 lb/sy or greater.

## Page 6-37, Article 610-16, MEASUREMENT AND PAYMENT, add the following:

Payment will be made under:

Pay Item Pay Unit

Asphalt Concrete Surface Course, Type S4.75A Ton

Page 10-26, Subarticle 1012-1(B)(4), FLAT AND ELONGATED PIECES, replace line 44, "for Types SF9.5A and S9.5B.", with the following:

"for Types S4.75A, SF9.5A and S9.5B."

Page 10-27, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES, add the following:

Mix Type	Coarse Aggregate Angularity	Fine Aggregate Angularity % Minimum	Sand Equivalent % Minimum	Flat & Elongated 5:1 Ratio % Maximum
Test Method	ASTM D 5821	AASHTO T 304	AASHTO T 176	ASTM D 4791
S4.75A	-	40	40	-

## **RESURFACING EXISTING BRIDGES:**

(7-1-95) (Rev. 3-20-12)

The Contractor's attention is directed to the fact that he will be required to resurface the bridges on this project if directed by the Engineer.

Place the surface so as to follow a grade line set by the Engineer with the minimum thickness as shown on the sketch herein or as directed by the Engineer. State Forces will make all necessary repairs to the bridge floors prior to the time that the Contractor places the proposed surfacing. Give the Engineer at least 15 days notice prior to the expected time to begin operations so that State Forces will have sufficient time to complete their work.

At all bridges that are not to be resurfaced, taper out the proposed resurfacing layer adjacent to the bridges to insure a proper tie-in with the bridge surface.

## **PAVING INTERSECTIONS:**

(7-1-95) (Rev. 3-20-12) 610 R6 R67A

Surface all unpaved intersections back from the edge of the pavement on the main line of the project at least 50 feet. The pavement placed in the intersection shall be of the same material and thickness placed on the main line of the project.

Resurface all paved intersections back to the ends of the radii, or as directed by the Engineer.

The base on the unpaved intersections will be placed and prepared for surfacing by State Forces.

Widen the pavement on curves as directed by the Engineer.

## **PAVEMENT WIDTH VARIES:**

(7-1-95) 610 R6 R76

The Contractor's attention is directed to the fact that the existing pavement varies in width and the Contractor will be required to widen the pavement as directed by the Engineer in order to obtain a uniform edge of pavement.

# ASPHALT CONCRETE SURFACE COURSE, TYPE xxx (Leveling Course):

(7-1-95) 610 R6 R85

Place a leveling course of Asphalt Concrete Surface Course, Type \_\_\_\_ at locations shown on the sketch maps and as directed by the Engineer. The rate of this leveling course is not established but will be determined by allowing the screed to drag the high points of the section. It is anticipated that some map numbers will be leveled from beginning to end while others may only require a leveling course for short sections.

The Asphalt Concrete Surface Course, Type \_\_ (Leveling Course) shall meet the requirements of Section 610 of the 2012 Standard Specifications except payment will be made at the contract unit price per ton for Asphalt Concrete Surface Course, Type (Leveling Course).

### PATCHING EXISTING PAVEMENT:

(1-15-02) (Rev.11-29-10) 610 R6 R88

## **Description**

The Contractor's attention is directed to the fact that there are areas of existing pavement on this project that will require repair prior to resurfacing. Patch the areas that, in the opinion of the Engineer, need repairing. The areas to be patched will be delineated by the Engineer prior to the Contractor performing repairs.

#### **Materials**

The patching consists of Asphalt Concrete Base Course, Asphalt Concrete Intermediate Course, Asphalt Concrete Surface Course, or a combination of base, binder and surface course.

#### **Construction Methods**

Remove existing pavement at locations directed by the Engineer in accordance with Section 250 of the 2012 Standard Specifications.

Place Asphalt Concrete Base Course, in lifts not exceeding 5.5 inches. Utilize compaction equipment suitable for compacting patches as small as 3.5 feet by 6 feet on each lift. Use an approved compaction pattern to achieve proper compaction. If patched pavement is to be open to traffic for more than 48 hours prior to overlay, use Asphalt Surface Course in the top 1.25 inches of the patch.

Schedule operations so that all areas where pavement has been removed will be repaired on the same day of the pavement removal and all lanes of traffic restored.

## **Measurement and Payment**

Patching Existing Pavement will be measured and paid as the actual number of tons of asphalt plant mix complete in place that has been used to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. The above price and payment will be full compensation for all work covered by this provision, including but not limited to removal and disposal of all types of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; furnishing of asphalt binder for the asphalt plant mix; and furnishing scales.

Patching Existing Pavement will be considered a minor item. In the event that the item of Patching Existing Pavement overruns the original bid quantity by more than 100 percent, the provisions of Article 104-5 of the 2012 Standard Specifications pertaining to revised contract unit price for overrunning minor items will not apply to this item. Any provisions included in the contract that provides for adjustments in compensation due to variations in the price of asphalt binder will not be applicable to payment for the work covered by this provision.

Payment will be made under:

**Pay Item**Patching Existing Pavement

Pay Unit Ton

# <u>AGGREGATE GRADATION FOR COARSE AGGREGATE:</u> 1005

R10 R01

Revise the 2012 Standard Specifications as follows:

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

## **TEMPORARY TRAFFIC CONTROL DEVICES:**

1-17-12) 1105

R11 R05

Revise the 2012 Standard Specifications as follows:

Page 11-5, Article 1105-6 Measurement and Payment, add the following paragraph after line 24:

Partial payments will be made on each payment estimate based on the following: 50% of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

# EROSION AND STORMWATER CONTROL FOR SHOULDER CONSTRUCTION AND RECONSTRUCTION:

(11-16-10)

105-16, 225-2, Division 16

R16 R03

Land disturbing operations associated with shoulder construction/reconstruction may require erosion and sediment control/stormwater measure installation. National Pollutant Discharge Elimination System (NPDES) inspection and reporting may be required.

Erosion control measures shall be installed per the erosion control detail in any area where the vegetated buffer between the disturbed area and surface waters (streams, wetlands, or open waters) or drainage inlet is less than 10 feet. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. Erosion control measures shall be spot checked every 14 days until permanent vegetative establishment.

In areas where shoulder construction/reconstruction includes disturbance or grading on the front slope or to the toe of fill, relocating ditch line or backslope, or removing vegetation from the ditch line or swale, NPDES inspection and monitoring are required every 14 days or within 24 hours of a rainfall event of 0.5" or greater. Maintain daily rainfall records. Install erosion control measures per detail.

In areas where the vegetated buffer is less than 10 feet between the disturbed area and waters of the State classified as High Quality Water (HQW), Outstanding Resource Water (ORW), Critical Areas, or Unique Wetlands, NPDES inspection and monitoring are required every 14 days or within 24 hours of a rainfall event of 0.5" or greater. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. The plans or provisions will indicate the presence of these water classifications. Maintain daily rainfall records. Install erosion control measures per detail.

Land disturbances hardened with aggregate materials receiving sheet flow are considered non-erodible.

Sites that require lengthy sections of silt fence may substitute with rapid permanent seeding and mulching as directed by the Engineer.

NPDES documentation shall be performed by a Level II Erosion and Sediment Control/Stormwater certificate holder.

Materials used for erosion control will be measured and paid as stated in the contract.