



**BID DOCUMENTS, CONTRACT DOCUMENTS  
AND  
CONSTRUCTION SPECIFICATIONS  
FOR CONSTRUCTION OF  
2024 LMIG PAVING PROJECT  
FOR THE  
CITY OF DALLAS, GEORGIA**

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**Elected Officials  
James Kelly, Mayor  
Nancy Arnold  
Chris Carter  
Candace Callaway  
James Henson  
Leah Alls  
Cooper Cocharn**

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**Kendall Smith, *City Manager*  
Brandon Rakestraw, *Public Works Director***

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**APRIL 2024  
PROJECT NO. 2024-03  
FUNDING: LOCAL**

# 2024 LMIG PAVING PROJECT

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**INVITATION TO BID**  
**2024 LMIG Paving Project**  
**BID NUMBER: 2024-03**

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The City of Dallas is soliciting competitive sealed bids from qualified contractors for services to patch and resurface city streets consistent with GDOT specifications for milling, paving, patching and tacking as these services are being funded by City of Dallas local funds. Please visit [Bids and RFPs | Dallas, GA \(dallasga.gov\)](#)

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the Bid Number and Company Name. Bids will be received until **11:00am on June 6<sup>th</sup>, 2024** at the City of Dallas City Hall, 129 E. Memorial Dr. Dallas, Georgia 30132, at which time the bids will be publicly opened read aloud. Bids received after the above date and time, or in any location other than Dallas City Hall, will not be considered.

Questions regarding bids should be directed to Brandon Rakestraw, Public Works Director, at [brakestraw@dallas-ga.gov](mailto:brakestraw@dallas-ga.gov) or by calling 770-443-8110, no later than **May 31<sup>st</sup>, 2024**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

The written bid documents supersede any prior verbal or written communications between the parties.

An award will be made to the contractor submitting the lowest responsive and responsible bid. The City of Dallas reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Dallas reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the city website, [www.dallasga.com](http://www.dallasga.com) and companies submitting a bid will be notified via e-mail.

*Brandon Rakestraw*

Public Works Director

[brakestraw@dallas-ga.gov](mailto:brakestraw@dallas-ga.gov)

Office:(770)443-8110 ext:1401



## CITY OF DALLAS

### GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

#### I. PREPARATION OF BIDS:

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the bid form or document. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a City of Dallas herein after City or City of Dallas contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the Purchasing Official named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City of Dallas. Violations will be reviewed by the City Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business maybe disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to notice to proceed.
- E. In accordance with the Georgia Illegal Reform and Enforcement Act of 2011, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if applicable. Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

#### II. DELIVERY:

- A. Each bidder should state time of proposed delivery of goods or services.

- B. Words such as “immediate,” “as soon as possible,” etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order, notice to proceed or notice of award shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

### III. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of any such addendum should be acknowledged in the bid. **It is the bidder’s responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Purchasing Official prior to bid submittal.

### IV. SUBMISSION OF BIDS:

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Dallas, Purchasing Office, 129 E. Memorial Dr. Dallas, Georgia 30132, with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Emailed/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the city, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder’s request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications as exhibit(s) A-D and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer’s literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness as new.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with

other documents, which have been signed and delivered in sealed envelope. The City will determine this.

- H. City of Dallas is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by City of Dallas. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

#### **V. WITHDRAWAL OF BID DUE TO ERRORS:**

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty and revoke of bid bond due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. Bidder has up to forty-eight (48) hours to notify the City of Dallas Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at City of Dallas's discretion.

#### **VI. TESTING AND INSPECTION:**

Since tests may require several days for completion, the City reserves the right to use a

portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

**VII. F.O.B. POINT:**

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance. The city will not be responsible for lost or stolen goods/material after goods/material are delivered to site or storage yard.

**VIII. PATENT INDEMNITY:**

The contractor guarantees to hold the city, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BOND:**

A five percent (5%) bid bond, A one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to City of Dallas for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

**X. DISCOUNTS:**

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the City check.

**XI. AWARD:**

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the

bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.

- B. The City reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

## **XII. DELIVERY FAILURES:**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the City Manager, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the City Manager, shall constitute authority for the City Manager to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the City Manager for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City Manager.

## **XIII. CITY FURNISHED PROPERTY:**

No material, labor or facilities will be furnished by the City unless so provided in the invitation to bid.

## **XIV. REJECTION AND WITHDRAWAL OF BIDS:**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

## **XV. CONTRACT:**

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the City which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a City of Dallas "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that City of Dallas requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part,



each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

**XVI. NON-COLLUSION:**

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**XVII. DEFAULT:**

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the City Manager, shall constitute contract default.

**XVIII. TERMINATION FOR CAUSE:**

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

**XIX. TERMINATION FOR CONVENIENCE:**

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

**XX. DISPUTES:**

The parties hereto consent that venue and jurisdiction for any litigation concerning this agreement, bid or dispute and all documents or contract(s) concerning this matter must be asserted in and determined by the Superior Court of Paulding County, Georgia. (The parties hereto also waive any right to object to venue and jurisdiction for any litigation concerning this Agreement which must be asserted in and determined by the Superior Court of Paulding County, Georgia.) The parties also agree and consent that

this Agreement and any litigation concerning this Agreement must be construed and determined pursuant to the Laws of the State of Georgia.

**XXI. SUBSTITUTIONS:**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

**XXII. INELIGIBLE BIDDERS:**

The City may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the City. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

**XXIII. OCCUPATION TAX CERTIFICATE:**

Each successful bidder shall provide evidence of a valid City of Dallas occupation tax certificate if the bidder maintains an office within the incorporated area of the City of Dallas. Out of City, and out of State bidders are required to provide evidence of a certificate to do business in any town, City or municipality in the State of Georgia, or as otherwise required by City ordinance or resolution.

**XXIV. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:**

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

**XXV. TAX LIABILITY:**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

**XXVI. STATE LAW REGARDING WORKER VERIFICATION:**

State Law requires that all who enter into a contract for the physical performance of services with the City or any other performance of labor for the City must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are

conditions of the contract.

By submitting a bid to the City, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the City.

The City Manager shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act of 2011 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services or for the performance of labor where any persons are employed on the City contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the City Manager shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, the City of Dallas may direct the contractor to terminate that subcontractor. A contractor's failure to follow the City of Dallas's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

#### **XXVII. CONTRACTORS LICENSE:**

All Contractors must have a current valid license from the State Licensing Board, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

#### **XXVIII. INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them

or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

**XXIX. SUBSTANTIAL COMPLETION:**

That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so the PROJECT or specified part can be utilized for the purposes for which it is intended and includes full completion of all equipment, building, systems, structures and piping. In addition, it includes successful start-up and testing of equipment.

**EXHIBIT A  
CITY OF DALLAS**

**DISCLOSURE FORM**

**This form is for disclosure of campaign contributions and family member relations with City of Dallas officials/employees.**

**Please complete this form and return as part of your RFP package when it is submitted.**

**Name of Offeror** \_\_\_\_\_

**Name and the official position of the Dallas Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)**

\_\_\_\_\_

**List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Dallas Official.**

**Amount/Value Description**

_____	_____
_____	_____
_____	_____

**Please list any family member that is currently (or has been employed within the last 12 months) by the City of Dallas and your relation:**

_____	_____
_____	_____

**EXHIBIT B**  
**IMMIGRATION AND SECURITY FORM**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dallas has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Dallas, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dallas at the time of the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

### Contractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) The undersigned individual, or corporation ("Vendor") which is contracting with The City of Dallas has registered with, and is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91 as amended. As effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Vendor correct user identification number and date of authorization is set forth herein below.

(3) Vendor agrees that the Vendor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the City of Dallas, unless at the time of the contract said subcontractor:

(a) Is registered with and participates in the federal work authorization program;

(b) Provides Vendor with a duly executed, notarized affidavit with the same affirmations, agreement, and information as contained herein and in such form as required under applicable law; and

(c) Agrees to provide Vendor with notice of receipt and a copy of every subcontractor Affidavit or other permissible verification procured by subcontractor at the time of contract with the subcontractor(s) within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Vendor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other applicable verification to The City of Dallas at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(5) Vendor further agrees to and shall provide The City of Dallas with copies of all other affidavits or other applicable verification received b Vendor (i.e. subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification  
Number (*Note: Should be 4-6 digit Number*) Date of Authorization

\_\_\_\_\_  
*If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.*

\_\_\_\_\_  
Company Name/ Vendor Name

\_\_\_\_\_  
BY: Signature of Authorized Officer or Agent *Date*

\_\_\_\_\_  
Title of Authorized Officer or Agent of Vendor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC MY COMMISSION EXPIRES

**EXHIBIT C  
CITY OF DALLAS**

**BID SCHEDULE  
2024 LMIG Paving Project**

**Project # 2024-03**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1. Overlay 1.5"- 12.5mm Superpave Asphaltic Concrete	Vista Lake Drive	6,410 sy	_____	_____
2. Mill Asphaltic Concrete Pavement – 0" - 2.0"	Vista Lake Drive	8,546 sy	_____	_____
3. Overlay 1.5"- 12.5mm Superpave Asphaltic Concrete	Providence Road	3,415 sy	_____	_____
4. Mill Asphaltic Concrete Pavement – 0" - 1.5"	Providence Road	850 sy	_____	_____
5. Overlay 1.5"- 12.5mm Superpave Asphaltic Concrete	Providence Run	740 sy	_____	_____
6. Mill Asphaltic Concrete Pavement – 1.5"	Providence Run	740 sy	_____	_____
7. Overlay 1.5"- 12.5mm Superpave Asphaltic Concrete	Providence Place	640 sy	_____	_____
8. Mill Asphaltic Concrete Pavement – 1.5"	Providence Place	640 sy	_____	_____
9. Overlay 1.5"- 12.5mm Superpave Asphaltic Concrete	Providence Drive	1,555 sy	_____	_____
10. Mill Asphaltic Concrete Pavement – 0" - 1.5"	Providence Drive	388 sy	_____	_____
11. Overlay 1.5"- 12.5mm Superpave Asphaltic Concrete	Providence Way	1,475 sy	_____	_____
12. Mill Asphaltic Concrete Pavement – 0" - 1.5"	Providence Way	370 sy	_____	_____
13. Overlay 1.5"- 12.5mm Superpave Asphaltic Concrete	N. Fortune Way	3,455 sy	_____	_____
14. Mill Asphaltic Concrete	N. Fortune Way	865 sy	_____	_____



Pavement – 0” - 1.5”				
15. Overlay 1.5”- 12.5mm Superpave Asphaltic Concrete	Omega Court	4,000 sy	_____	_____
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
16. Mill Asphaltic Concrete Pavement – 0” - 1.5”	Omega Court	1,000 sy	_____	_____
17. Overlay 1.5”- 12.5mm Superpave Asphaltic Concrete	S. Fortune Way	7,200 sy	_____	_____
18. Mill Asphaltic Concrete Pavement – 0” - 1.5”	S. Fortune Way	1,800 sy	_____	_____
19. Overlay 1.5”- 12.5mm Superpave Asphaltic Concrete	Arena Trail	1,900 sy	_____	_____
20. Mill Asphaltic Concrete Pavement – 0” - 1.5”	Arena Trail	475 sy	_____	_____
21. Overlay 1.5”- 12.5mm Superpave Asphaltic Concrete	Fate Court	1,770 sy	_____	_____
22. Mill Asphaltic Concrete Pavement – 0” - 1.5”	Fate Court	445 sy	_____	_____
23. Overlay 1.5”- 12.5mm Superpave Asphaltic Concrete	Horizon Way	2,325 sy	_____	_____
24. Mill Asphaltic Concrete Pavement – 0” - 1.5”	Horizon Way	580 sy	_____	_____
25. Overlay 1.5”- 12.5mm Superpave Asphaltic Concrete	Edgeview Court	1,730 sy	_____	_____
26. Mill Asphaltic Concrete Pavement – 0” - 1.5”	Edgeview Court	435 sy	_____	_____
27. Overlay 1.5”- 12.5mm Superpave Asphaltic Concrete	Harmony Court	615 sy	_____	_____
28. Mill Asphaltic Concrete Pavement – 0” - 1.5”	Harmony Court	155 sy	_____	_____
29. Overlay 1.5”- 12.5mm Superpave Asphaltic Concrete	Mirage Drive	2,700 sy	_____	_____
30. Mill Asphaltic Concrete Pavement – 0” - 1.5”	Mirage Drive	675 sy	_____	_____
31. Overlay 1.5”- 12.5mm Superpave Asphaltic Concrete	Serendipity Way	3,085 sy	_____	_____
32. Mill Asphaltic Concrete Pavement – 0” - 1.5”	Serendipity Way	775 sy	_____	_____

33. Overlay 1.5"- 12.5mm Superpave Asphaltic Concrete	Mirage Court	470 sy	_____	_____
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ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
34. Mill Asphaltic Concrete Pavement – 0" - 1.5"	Mirage Court	115 sy	_____	_____
35. Leveling – Binder/Base Repair Including Milling	When Required	2,500 sy	_____	_____
36. Thermoplastic Traffic Marking	Stop Bar	35 ea	_____	_____
37. Thermoplastic Traffic Marking	Double Yellow	25 lf	_____	_____
38. Thermoplastic Traffic Marking	Single White	315 lf	_____	_____
39. Thermoplastic Traffic Marking	Turn Arrow	8 ea	_____	_____
40. Traffic Control	Daily Requirement	1 ls	_____	_____

**TOTAL BASE BID** \_\_\_\_\_

\_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS

**REMAINING PAGE INTENTIONALLY LEFT BLANK**

City of Dallas requires pricing to remain for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City of Dallas to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City’s rights or remedies by law.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written “Notice to Proceed” by the Owner and substantially complete the project within **Forty-five (45)** consecutive calendar days thereafter. The time allowed for final completion and readiness for final payment is **Sixty (60)** days from the date of Notice to Proceed. Bidders must also agree to pay, as liquidated damages, the sum of **\$500.00** per each consecutive calendar day thereafter based on the time for the substantial completion for the work.

**Certification of Non-Collusion in Bid Preparation:** \_\_\_\_\_  
Signature Date

The City requires that all who enter into a contract for physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-02, in all manner, and such are the conditions of the contract.

**In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the City within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point (s) within the time specified in the bid schedule.**

Legal Business Name \_\_\_\_\_

(If your company is a LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within the City of Dallas or Paulding County? Yes  No

Representative Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email address \_\_\_\_\_

**EXHIBIT D**

**\*\*\*The City of Dallas requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal/bid document. If no exceptions are noted it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for proposal will be considered in terms of responsiveness when making award.\*\*\***

**\*\*DO NOT COMPLETE\*\***  
**\*\*SAMPLE\*\***

**SERVICE PROVIDER CONTRACT**

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Dallas, Georgia (Party of the First Part, hereinafter called the "City"), and, \_\_\_\_\_ (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence upon Notice to Proceed.

Contract term for said project (attachment – exhibit C) will be \_\_\_\_\_ from Notice to Proceed issuance date.

It is acknowledged that the Contractor’s failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of One Thousand Dollars (\$1,000) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal, including all plans, drawings, specifications, price

lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Bid process (hereinafter collectively referred to as the "Bid") are attached hereto (Exhibit(s) A-D) and are specifically incorporated herein by reference. In the event of a conflict between the City's contract documents and the Bid, the City's contract documents shall control. All work to be performed in a workman like manner according to standards as specified above. All change orders must be in writing and signed by all parties. In the event of any dispute, the bid and terms of contract(s) will control unless such are amended in writing and signed by all parties.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed, which shall in no event exceed \$ \_\_\_\_\_. The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A). The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the City, its council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the City, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

**6. TERMINATION FOR CAUSE:**

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

**7. TERMINATION FOR CONVENIENCE:**

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance. Partially completed performance payments will be review by City Public Works Director.

**8. CONTRACT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**Title VI of the 1964 Civil Rights Act**, 42 U.S.C. 2000, provides in section 601 that:

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

(PROHIBITS DISCRIMINATION IN IMPACTS, SERVICES, AND BENEFITS OF, ACCESS TO, PARTICIPATION IN, AND TREATMENT UNDER A FEDERAL-AID RECIPIENT’S PROGRAMS OR ACTIVITIES)

**The Age Discrimination Act of 1975**, as amended 42 U.S.C. 6101, provides:

“No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (PROHIBITS DISCRIMINATION BASED ON AGE)

**Section 504 of the Rehabilitation Act of 1973**, 29 U.S.C. 790, provides that:

“(N)o qualified handicapped person shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.” (PROHIBITS DISCRIMINATION BASED ON PHYSICAL OR MENTAL HANDICAP)

**The Americans with Disabilities Act**, P.L. 101-336, provides:

“No qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a State or a local government.” (PROVIDED ENFORCEABLE STANDARDS TO ADDRESS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES)

**The Uniform Relocation Act Amendments of 1987**, P.L 101-246, provides:

“For fair, uniform, and equitable treatment of all affected persons; ... (and) minimizing the adverse impact of displacement... (to maintain)... the economic and social well-being of communities; and... to establish a lead agency and allow for State certification and implementation.” (UPDATED THE 1970 ACT AND CLARIFIED THE INTENT OF CONGRESS IN PROGRAMS AND PROJECTS WHICH CAUSE DISPLACEMENT)

**The 1973 Federal-aid Highway Act**, 23 U.S.C 324, provides:

“No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this Title or carried on under this title.” (PROHIBITS DISCRIMINATION ON THE BASIS OF SEX)

**The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, 42 U.S.C. 4601, provides:

“For the fair and equitable treatment of persons displaced as direct result of programs or projects undertaken by a Federal agency or with Federal financial assistance.” (PROVIDES FOR FAIR TREATMENT OF PERSONS DISPLACED BY FEDERAL AND FEDERAL-AID PROGRAMS AND PROJECTS)

**9. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant or condition.

**11. SEVERABILITY:**

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

**12. GOVERNING LAW:**

The parties hereto consent that venue and jurisdiction for any litigation concerning this agreement, bid or dispute and all documents or contract(s) concerning this matter must be asserted in and determined by the Superior Court of Paulding County, Georgia. (The parties hereto also waive any right to object to venue and jurisdiction for any litigation concerning this Agreement which must be asserted in and determined by the Superior Court of Paulding County, Georgia.) The parties also agree and consent that this Agreement and any litigation concerning this Agreement must be construed and determined pursuant to the Laws of the State of Georgia

**13. MERGER CLAUSE:**

This Contract shall not be assigned or transferred by either the Service Provider or the City without the prior written consent of the other. Notwithstanding the foregoing, however, the Service Provider shall in no way be prohibited or restricted from sub-contracting with qualified sub-contractors or from assigning a trust company, or other financial institution any claims for compensation due, or to become due.

[Signatures on Next Page]

**CITY OF DALLAS, GEORGIA**

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

This \_\_\_\_\_ day of \_\_\_\_\_, 2024

CITY OF DALLAS, GEORGIA

SERVICE PROVIDER

\_\_\_\_\_  
**L. James Kelly**  
Mayor

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**Tina Clark,**  
City Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
Print Name, Corporate Secretary  
(Seal)



EXHIBIT E  
BID BOND  
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ as Principal and

\_\_\_\_\_ as Surety, are hereby held and

firmly bound unto the City of Dallas, as Owner in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) for the payment of

which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dallas a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of:

**2024 LMIG PAVING PROJECT**  
**Project #2024-03**

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

**BID BOND  
(Continued)**

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

**CONTRACTOR - PRINCIPAL:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Attorney-In-Fact**

**Name:** \_\_\_\_\_

**(Please Type)**

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**Name:** \_\_\_\_\_

**(Please Type)**

**Title:** \_\_\_\_\_

**(SEAL)**

**Note:** Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

**BID BOND  
(Continued)**

**SURETY:** \_\_\_\_\_

**By:** \_\_\_\_\_

(Please Type)

**Name:** \_\_\_\_\_

(Please Type)

**Title:** \_\_\_\_\_

**Agency:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**Name:** \_\_\_\_\_  
(Please Type)

**Title:** \_\_\_\_\_ (SEAL)

**Note:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**Resident Agent in the State in which Work is to be performed:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**END OF SECTION**

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EXHIBIT F  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
as Principal hereinafter called Contractor, and \_\_\_\_\_  
\_\_\_\_\_ an individual, a partnership or a corporation organized and existing  
under the laws of the State of \_\_\_\_\_, and Surety, hereinafter called Surety,  
are held and firmly bound unto the CITY OF DALLAS as obligee, hereinafter called  
Owner, in the amount of \_\_\_\_\_ Dollars (\$\_  
\_\_\_\_\_) in lawful money of the United States, for the payment  
whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_  
\_\_\_\_, 20\_\_ , entered into a contract with Owner for:

**2024 LMIG PAVING PROJECT**  
**Project #2024-03**

in accordance with drawings and specifications prepared by City of Dallas, Georgia which contract is  
by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and  
faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in  
full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

PERFORMANCE BOND  
(Continued)

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the contract price," as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments hereto, less the amount properly paid by Owner to Contractor.

No action can be instituted on this bond after one year from the completion of the contract and the acceptance by Owner of the work thereunder.

In the event that the Owner is required to enforce this Bond through any type of legal proceeding, the Contractor and Sureties shall pay all costs, including but not limited to attorney's fees, court costs, expert witness fees, litigation expenses, and any other cost incurred by the Owner in the enforcement of this Bond.

In witness whereof, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original this \_\_\_\_\_ day of, 20 \_\_\_\_\_

Note: Date of Bond must not be prior to date of contract.

**PERFORMANCE BOND  
(Continued)**

**IN WITNESS WHEREOF**, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**CONTRACTOR - PRINCIPAL:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

(Please Print or Type)

**Title:** \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_

**Name:** \_\_\_\_\_  
(Please Print or Type)

**Title:** \_\_\_\_\_ (SEAL)

**Note:** Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

**SURETY:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

(Please Print or Type)

**Title:** \_\_\_\_\_

**Agency:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**PERFORMANCE BOND  
(Continued)**

**WITNESS:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
(Please Print or Type)

**Title:** \_\_\_\_\_ (SEAL)

**Note:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**END OF SECTION**



EXHIBIT G

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
 as Principal, hereinafter called Principal, and \_\_\_\_\_,  
 an individual, a partnership or a corporation organized and existing under the laws of the  
 State of \_\_\_\_\_, and Surety, hereinafter called Surety, are held and firmly bound  
 unto the CITY OF DALLAS, as obligee, herein below defined, in the amount of \_\_\_\_\_  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) for the payment whereof  
 Principal and Surety bind themselves, their heirs, executors, administrators, successors and  
 assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_  
 20\_\_\_\_, entered into a contract with the Owner for:

**2024 LMIG PAVING PROJECT**  
**Project #2024-03**

in accordance with drawings and specifications prepared by City of Dallas, Georgia which contract  
 is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall  
 promptly make payment to all claimants as herein below defined, for all labor and materials used  
 or reasonably required for use in the performance of the Contract, then this obligation shall be void;  
 otherwise it shall remain in full force and effect, subject, however, to the following conditions:

LABOR AND MATERIAL PAYMENT BOND  
(Continued)

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat oil, gasoline, telephone service, rental of equipment, or repair or equipment directly applicable to the Contract.
- (2) The above-named principal and surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above-named, within (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After one year from the completion of the Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

LABOR AND MATERIAL PAYMENT BOND  
(Continued)

- (c) The parties hereto consent that venue and jurisdiction for any litigation concerning this agreement, bid or dispute and all documents or contract(s) concerning this matter must be asserted in and determined by the Superior Court of Paulding County, Georgia. (The parties hereto also waive any right to object to venue and jurisdiction for any litigation concerning this Agreement which must be asserted in and determined by the Superior Court of Paulding County, Georgia.) The parties also agree and consent that this Agreement and any litigation concerning this Agreement must be construed and determined pursuant to the Laws of the State of Georgia
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder inclusive of the payment by Surety or mechanics' liens which may be filed of record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (5) This payment bond is intended for all persons furnishing work or material for the public improvement and the contract is to be construed so as to be in accordance with applicable statutes.
- (6) In the event that the Owner is required to enforce this Bond through any type of legal proceeding, the Contractor and Sureties shall pay all costs, including but not limited to attorney's fees, court costs, expert witness fees, litigation expenses, and any other cost incurred by the Owner in the enforcement of this Bond.

**LABOR AND MATERIAL PAYMENT BOND  
(Continued)**

**As to the Surety:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_**

\_\_\_\_\_

**CONTRACTOR - PRINCIPAL:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

(Please Print or Type)

**Title:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**Name:** \_\_\_\_\_ (Please Print or Type)

**Title:** \_\_\_\_\_

(SEAL)

**Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.**

**LABOR AND MATERIAL PAYMENT BOND  
(Continued)**

**SURETY:**

\_\_\_\_\_

**By:** \_\_\_\_\_

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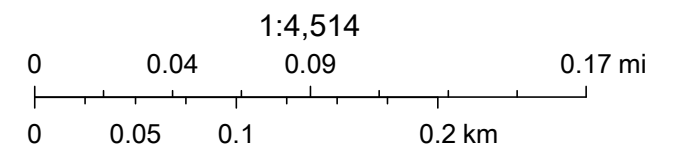
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# EXHIBIT H

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## Section 402—Hot Mix Recycled Asphaltic Concrete

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### 402.1 General Description

This work includes producing and placing hot mix recycled asphaltic concrete that incorporates reclaimed asphalt pavement (RAP), reclaimed asphalt shingles (RAS), virgin aggregate, hydrated lime, and neat asphalt cement.

#### 402.1.01 Definitions

General Provisions 101 through 150.

#### 402.1.02 Related References

##### A. Standard Specifications

Section 400—Hot Mix Asphaltic Concrete Construction

Section 800—Coarse Aggregate

Section 828—Hot Mix Asphaltic Concrete Mixtures

##### B. Referenced Documents

SOP 41 *Guidelines for RAP Stockpile Approval*

#### 402.1.03 Submittals

##### A. Certified Weight Tickets

Notify the Engineer before removing RAP from a stockpile that belongs to the Department. Submit to the Engineer the certified weight tickets of materials removed from the stockpile.

##### B. Affidavit

Submit to the laboratory an affidavit stating the sources of stockpiled materials to be used on a State project. Include the following information in the letter:

- State project number
- Location from which the material was removed
- Approximate removal dates
- Mix types removed and the estimated quantity of each type in the stockpiles
- Other available information about the stockpiled material such as percentage of local sand in the RAP

Obtain specific approval from the laboratory to use RAP or RAS stockpiles.

Adhere to Guidelines for RAP Stockpile Approval.



## Section 402 – Hot Mix Recycled Asphaltic Concrete

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### 402.2 Materials

#### A. RAP Material Composition

Use RAP materials from any of the following:

- Existing roadway
- Contractor's RAP stockpile that has been approved by the Department
- Department stockpile

**NOTE: The location of Department RAP material stockpiles will be given on the plans.**

Do not use RAP materials that contain alluvial gravel or local sand in any mixture placed on interstate projects except for mixtures used in shoulder construction. When used in shoulder construction, limit RAP containing local sand or alluvial gravel so that the sand or gravel contributes no more than 20 percent of the total aggregate portion of the mix.

##### 1. RAP Percentage

For non-interstate projects, limit the percentage of RAP allowed in recycled mixes so that the overall amount of alluvial gravel does not exceed 5 percent of the total mix. The percentage of alluvial gravel, local sand, and Group I material in the RAP will be determined through petrographic analysis or available records.

##### 2. RAP furnished to the Contractor but not used in the work remains the Contractor's property.

RAP used in the recycled mixtures for mainline or ramps (if applicable) may make up from 0 to 40 percent of the mixture depending on the amount of RAP available, the production facilities, and whether the mixture meets the requirements in Section 828.

The maximum ratio of RAP material to the recycled mixtures other than SMA is 40 percent for continuous mix type plants and 25 percent for batch type plants. The maximum ratio of RAP material to the recycled mixture is 15 percent for Stone Matrix Asphalt (SMA) mixes.

##### 3. Process RAP Material

Process RAP material to be used in the recycled mixture so that 100 percent will pass the 2 in. (50 mm) sieve. Additional crushing and sizing may be required if the RAP aggregate exceeds the maximum sieve size for the mix type as shown in Section 828. Obtain representative materials from the RAP stockpile for the mix design.

#### B. RAS Material

RAS materials are produced as a by-product of manufacturing roofing shingles and/or discarded shingle scrap from the reroofing of buildings.

1. Limit the amount of RAS material used in the recycled mixture to no greater than 5 percent of the total mixture weight.
2. Shred the RAS material before incorporating it into the mix to ensure that 100 percent of the shredded pieces are less than 1/2 in. (12.5 mm) in any dimension.
3. Remove all foreign materials such as paper, roofing nails, wood, or metal flashing.
4. Provide test results for Bulk Sample Analysis, known as Polarized Light Microscopy, if post-consumer shingles are used to certify the RAS material is free of asbestos. Test stockpiles at the rate of one test per 1000 tons (megagrams) prior to processing.

Other than as specifically stated in this Subsection, ensure that RAS material is used according to the same requirements as described for RAP material.

#### C. Asphaltic Concrete Removed from an Existing Roadway

Asphaltic concrete removed from an existing roadway becomes the Contractor's property unless specified otherwise on the plans. RAP material retained by the Department is designated on the plans, and the RAP shall be stockpiled at the location specified on the plans.

## Section 402 – Hot Mix Recycled Asphaltic Concrete

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### D. Local Sand and Group I Material in RAP

Use of local sand in recycled mixes is restricted as stipulated in Section 828 for the Project. However, RAP which contains local sand may be used in surface and intermediate layers of non-interstate projects so long as the RAP percentage used does not contribute more than 5% local sand to the total aggregate portion of the mix. The amount of local sand in the RAP material shall be considered when determining the percentage of local sand in the total mix.

Where Pay Items specify that Group II only aggregate is to be used, RAP which consists primarily of Group II aggregate, but contains some Group I aggregate, shall be limited such that the Group I aggregate makes up no more than 5 percent of the total aggregate portion of the mix. When a Blend I mix is specified, any Group I materials in the RAP will be considered when determining the Group I portion allowed in the total mix as specified in Subsection 828.2.A.2.

### E. Asphalt Cement

Using laboratory evaluations, the Department will determine the asphalt cement grade to be used in the recycled mixture. The asphalt cement shall meet the requirements of Section 820.

When the asphalt cement is blended with asphalt cement recovered from the RAP material and after tests on residue from thin film oven tests, the asphalt cement shall have a viscosity of 6,000 to 16,000 poises (600 to 1600 Pa) or as approved by the Engineer. Recover asphalt cement from the recycled mixture to verify that the specified viscosity is being met.

If the Engineer determines during construction that the selected asphalt cement grade is not performing satisfactorily, the Department may change the asphalt cement grade in the mixture, with no change in the Contract Unit Price.

### F. Recycled Mixture

The recycled mixture shall be a homogenous mixture of RAP or RAS material, virgin aggregate, hydrated lime, and neat asphalt cement. Ensure that the mixture conforms to an approved mixture design outlined in Section 828.

### 402.2.01 Delivery, Storage, and Handling

Separate the stockpiles by Project sources and by Group I and Group II aggregate types. Erect a sign on each stockpile to identify the source(s).

If RAP material from different project sources becomes intermixed in a stockpile, only use those materials when approved by the laboratory.

The Department may reject by visual inspection stockpiles that are not clean and free of foreign materials.

## 402.3 Construction Requirements

### 402.3.01 Personnel

General Provisions 101 through 150.

### 402.3.02 Equipment

#### A. Hot Mix Plant

Use a hot mix plant for the recycling process with necessary modifications approved by the Engineer to process recycled material. Design, equip, and operate the plant so that the proportioning, heating, and mixing yields a uniform final mixture within the job mix formula tolerances.

#### B. Cold Feed Bin

Proportion the RAP or RAS material using a separate cold feed bin. Ensure that the material meets the size requirements in Subsection 402.2, *Materials*. The ratio of the RAP or RAS to virgin aggregate shall be controlled gravimetrically.

## Section 402 – Hot Mix Recycled Asphaltic Concrete

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### C. Electronic Belt Weighing Devices

Use electronic belt weighing devices to monitor the flow of RAP or RAS and the flow of virgin aggregate. For batch-type plants, the RAP or RAS portion of the mix may be weighed in a weigh hopper before incorporating it into the pugmill. The RAP shall be screened through a 2-inch maximum sized screen prior to crossing the cold feed weigh. Ensure the amount of RAP material incorporated into the asphalt plant does not change after this final measurement is processed by the asphalt plant computer.

### D. Feeders and Conveyors

Equip plants with an interlocking system of feeders and conveyors that synchronize the RAP or RAS material flow with the virgin aggregate flow. Ensure that the electronic controls track the flow rates indicated by the belt weighing devices and develop the signal to automatically maintain the desired ratio at varying production rates. Design the RAP or RAS feeder bins, conveyor system, and auxiliary bins (if used) to prevent RAP material from segregating and sticking.

#### 402.3.03 Preparation

General Provisions 101 through 150.

#### 402.3.04 Fabrication

General Provisions 101 through 150.

#### 402.3.05 Construction

Follow the requirements in Section 400 for hot mix recycled asphaltic concrete production and placement, materials, equipment, and acceptance plans except as noted or modified in this specification.

#### 402.3.06 Quality Acceptance

The Department may require additional quality control tests to determine the RAP stockpile consistency and the RAP aggregate quality. In this case, conduct at least three extraction/gradation tests from each individual source. Ensure that aggregate meets the quality standards in Section 800.

#### 402.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

### 402.4 Measurement

Recycled asphaltic concrete mixture, complete in place and accepted, is measured in tons (megagrams). The weight is determined by recorded weights if an approved recording device is used. Or, the weight is determined by weighing each loaded vehicle on an approved motor truck scale as the material is hauled to the roadway.

#### 402.4.01 Limits

General Provisions 101 through 150.

### 402.5 Payment

The work performed and the materials furnished as described in this specification will be paid for at the Contract Unit Price per ton (megagram). Payment is full compensation for providing materials, hauling and necessary crushing, processing, placing, rolling and finishing the recycled mixture, and providing labor, tools, equipment, and incidentals necessary to complete the work, including hauling and stockpiling RAP or RAS material.

## Section 402 – Hot Mix Recycled Asphaltic Concrete

Payment will be made under:

Item No. 402	Recycled asphaltic concrete ___ mm Superpave, group-blend, including bituminous materials	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete ___ mm Superpave, group-blend, including bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete ___ mm Superpave, group-blend, including polymer-modified bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete ___ mm Superpave, Type ___, group-blend, including bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete _____mm mix, group-blend, including bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	_____in. (mm) recycled asphaltic concrete type Superpave, group-blend, including bituminous materials	Per square yard (meter)
Item No. 402	_____in. (mm) recycled asphaltic concrete type Superpave, group-blend, including bituminous materials and hydrated lime	Per square yard (meter)
Item No. 402	_____in. (mm) recycled asphaltic concrete type Superpave, group-blend, including polymer-modified bituminous materials and hydrated lime	Per square yard (meter)
Item No. 402	_____in. (mm) recycled asphaltic concrete _____ mm mix, group-blend, including bituminous materials and hydrated lime	Per square yard (meter)
Item No. 402	Recycled asphaltic concrete patching including bituminous materials	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete patching including bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete leveling including bituminous materials	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete leveling including bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete type Stone Matrix Asphalt, group-blend, including polymer-modified bituminous materials and hydrated lime	Per ton (megagram)

### A. Materials Produced and Placed During the Adjustment Period

An adjustment period is allowed at the start of mixing operations for each type of mix placed on the Contract. A new adjustment period shall not be granted for a change of producer, mix design or asphalt plant location. The adjustment period is provided to adjust or correct the mix and to establish the construction procedures and sequence of operations.

The adjustment period consists of the tons (megagrams) of the affected mix produced and placed on the first day of operation. If this quantity is less than 500 tons (500 Mg), the Engineer may combine the tons (megagrams) produced and placed on the first day of operation with the tons (megagrams) produced and placed on the next production day of the affected mix for the adjustment period.

## Section 402 – Hot Mix Recycled Asphaltic Concrete

The material produced and placed during the mixture adjustment period is one lot. If the mix is adjusted during this period, a new lot may be necessary, but a new adjustment period will not be permitted.

This material shall be paid for at 100 percent of the Contract Unit Price provided it meets the minimum requirements for a 1.00 pay factor for asphalt cement content and a 0.90 pay factor for gradation in the Mixture Acceptance Schedule—Table 9 or 10.

If the material placed during the adjustment period fails to meet the above requirements, it will be paid for using the applicable acceptance schedule. However, when mixture used for leveling at a spread rate of 90 lbs./yd<sup>2</sup> (50 kg/m<sup>2</sup>) or less is also used for the surface mix at a spread rate greater than 90 lbs./yd<sup>2</sup> (50 kg/m<sup>2</sup>), an additional adjustment period will be allowed for compaction only. This material will be paid for at a 1.00 pay factor provided it:

- Meets the minimum requirements for a 1.00 pay factor in the Mixture Acceptance Schedule—Table 9 or 10 for both asphalt content and gradation.
- Meets the minimum requirements for a 0.90 pay factor in Table 12 of Subsection 400.5.01C, *Calculate Mean Pavement Air Voids*.

Mixture which does not meet these requirements shall be paid for using the applicable acceptance schedule.

### B. Determine Lot Acceptance

Pay factor adjustments are based on control sieves and asphalt cement content. The control sieves used in the mixture acceptance schedule for the various types of mix are indicated below:

Control Sieves Used in the Mixture Acceptance Schedule	
Asphaltic concrete 25 mm Superpave	1/2 in., No. 8 (12.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 19 mm SMA	1/2 in., No. 8 (12.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 19 mm Superpave	3/8 in., No. 8 (9.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 12.5 mm Superpave	3/8 in., No. 8 (9.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 12.5 mm SMA	3/8 in., No. 8 (9.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 9.5 mm Superpave	No. 4, No. 8 (4.75 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 9.5 mm SMA	No. 4, No. 8 (4.75 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 4.75 mm Mix	No. 8 (2.36 mm) sieve and asphalt cement

The Department will perform the following tasks:

1. Using the Mixture Acceptance Schedule—Table 9 or 10, of Subsection 400.3.06 to determine the mean of the deviations from the job mix formula per test results per lot.
2. Determine this mean by averaging the actual numeric value of the individual deviations from the job mix formula; disregard whether the deviations are positive or negative amounts.
3. Use the Asphalt Cement Content and Aggregate Gradation of Asphalt Concrete Mixture Acceptance Schedule—Table 9 or 10 of Subsection 400.3.06 to determine acceptance of surface mixes and the Mixture Acceptance Schedule—Table 10 of Subsection 400.3.06 to determine acceptance of subsurface mixes.

On Contracts involving 1,000 tons (1000 Mg) or less of asphaltic concrete, the mixture is accepted for 100 percent payment of the asphaltic concrete Unit Price provided it meets the following:

4. Minimum requirements for a 1.00 pay factor for asphalt cement content and a 0.90 pay factor for gradation in the applicable Mixture Acceptance Schedule—Table 9 or 10 of Subsection 400.3.06.

## Section 402 – Hot Mix Recycled Asphaltic Concrete

5. Minimum requirements for a 0.90 pay factor in Table 12 of Subsection 402.5.01.C, *Calculate Pavement Mean Air Voids*.

If the material placed on Contracts involving 1,000 tons (1000 Mg) or less of asphaltic concrete does not meet the above requirements, the material will be paid for using the applicable acceptance schedule.

### C. Calculate Pavement Mean Air Voids

The Department will determine the percent of maximum air voids for each lot by dividing the pavement mean air voids by the maximum pavement mean air voids acceptable.

The Department will determine the payment for each lot by multiplying the Contract Unit Price by the adjusted pay factor shown in the following Air Voids Acceptance schedule:

**TABLE 12 - AIR VOIDS ACCEPTANCE SCHEDULE**

Pay Factor	Percent of Maximum Air Voids (Lot Average of Tests)	Percent of Maximum Air Voids (Lot Average all Tests) (for Reevaluations)
1.00	≤100	≤100
0.97	100.1 – 105	100.1 – 104
0.95	105.1 – 112	104.1 – 109
0.90	112.1 – 124	109.1 – 118
0.80	124.1 – 149	118.1 – 136
0.70	149.1 – 172	136.1 – 153
0.50	172.1 – 191	153.1 – 166

When the range tolerance is exceeded, the Department will apply a pay factor of 0.95 as described in Subsection 400.3.06.B.2.

### D. Asphaltic Concrete for Temporary Detours

Hot mix asphaltic concrete placed on temporary detours that will not remain in place as part of the permanent pavement does not require hydrated lime. Hot mix used for this purpose is paid for at an adjusted Contract Price. The payment for this item shall cover all cost of construction, maintenance and removal of all temporary mix. Hot mix asphaltic concrete placed as temporary mix shall meet requirements established in Subsection 400.3.05.F.

Where the Contract Price of the asphaltic concrete for permanent pavement is let by the ton (megagram), the Contract Price for the asphaltic concrete placed on temporary detours is adjusted by subtracting \$0.75/ton (\$0.85/mg) of mix used.

Where the Contract price of the mix in the permanent pavement is based on the square yard (meter), obtain the adjusted price for the same mix used on the temporary detour by subtracting \$0.04/yd<sup>2</sup> (\$0.05/ m<sup>2</sup>) per 1- in. (25-mm) plan depth.

Further price adjustments required in Subsection 400.3.06, *Quality Acceptance*, which are based on the appropriate adjusted Contract Price for mix used in the temporary detour work shall apply should temporary mix be left in place. Hot mix asphalt produced as temporary mix containing no hydrated lime shall be removed and replaced with permanent mix containing hydrated lime.

### E. Determine Lot Payment

Determine the lot payment as follows:

1. When one of the pay factors for a specific acceptance lot is less than 1.0, determine the payment for the lot by multiplying the Contract Unit Price by the adjusted pay factor.

## Section 402 – Hot Mix Recycled Asphaltic Concrete

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2. When two or more pay factors for a specific acceptance lot are less than 1.0, determine the adjusted payment by multiplying the Contract Unit Price by the lowest pay factor.

If the mean of the deviations from the job mix formula of the tests for a sieve or asphalt cement content exceeds the tolerances established in the Mixture Acceptance Schedule—Table 9 or 10 and if the Engineer determines that the material need not be removed and replaced, the lot may be accepted at an adjusted unit price as determined by the Engineer. If the pavement mean air voids exceed the tolerances established in the Air Voids Acceptance Schedule – Table 12, remove and replace the materials at the Contractor’s expense.

If the Engineer determines that the material is not acceptable to leave in place, remove and replace the materials at the Contractor’s expense.

## Section 432—Mill Asphaltic Concrete Pavement

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### 432.1 General Description

This work includes milling existing asphaltic concrete pavement to restore proper grade and/or transverse slope, removing structurally unsound material, providing clearance for overlay in curb and gutter sections, or other purposes deemed necessary due to existing conditions. Perform the work according to these Specifications and Plan details.

#### 432.1.01 Definitions

General Provisions 101 through 150.

#### 432.1.02 Related References

##### A. Standard Specifications

Section 109—Measurement and Payment

##### B. Referenced Documents

GDT 126

#### 432.1.03 Submittals

General Provisions 101 through 150.

### 432.2 Materials

#### 432.2.01 Delivery, Storage, and Handling

When specified, stockpile the milled material at locations shown on the plans.

1. Uniformly stockpile the materials approximately 6 – 8 ft. (1.8 – 2.4 m) high.
2. Maintain the existing drainage pattern of water from the stockpile storage area.
3. Dress the reclaimed asphalt area to drain rainwater from the material.
4. Obtain the Engineer's approval of the stockpile locations and the method used to prevent milled material degradation, segregation, and reconsolidation.



## 432.3 Construction Requirements

### 432.3.01 Personnel

General Provisions 101 through 150.

### 432.3.02 Equipment

#### A. Conventional Milling Equipment

Use power-driven, self-propelled milling equipment that is the size and shape that allows traffic to pass safely through areas adjacent to the work. Also, use equipment that is:

- Designed to mill and remove a specified depth of existing asphalt paving
- Equipped with grade and slope controls operating from a string line or ski and based on mechanical or sonic operation
- Capable of removing pavement to an accuracy of 1/8 in. (3 mm)
- Furnished with a lighting system for night work, as necessary
- Provided with conveyors capable of side, rear, or front loading to transfer the milled material from the roadway to a truck

#### B. Micro-milling Equipment

When micro-milling is specified, use power-driven, self-propelled micro-milling equipment possessing the size and shape to allow traffic safe passage through areas adjacent to the work. Also, ensure the micro milling is equipped as follows:

- Equipped with a cutting mandrel with carbide or equivalent tipped cutting teeth designed for micro-milling bituminous pavement full lane width to close tolerances. Micro-milling heads with less than full lane widths may be used for non-mainline travel way when approved by the engineer and milled surface meets all specified acceptance criteria.
- Equipped with grade and slope controls operating from a string line or ski and based on mechanical or sonic operation
- Capable of removing pavement to an accuracy of 1/16 in. (1.6 mm.)
- Furnished with a lighting system for night work, as necessary
- Provided with conveyors capable of side, rear, or front loading to transfer the milled material from the roadway to a truck.

#### C. Dust Control

Provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners.

### 432.3.03 Preparation

General Provisions 101 through 150.

### 432.3.04 Fabrication

General Provisions 101 through 150.

### 432.3.05 Construction

#### A. Conventional Milling Operation

Follow the plans to mill the designated areas and depths including bridge decks, shoulders, and ramps, as required. Ensure the following requirements are met:

1. Schedule the construction operation. Use milling methods that will produce a uniform finished surface and maintain a constant cross slope between extremities in each lane.
2. Provide positive drainage to prevent water accumulation on the milled pavement, as shown on the plans or directed by the Engineer.
3. Bevel back the longitudinal vertical edges greater than 2 in. (50 mm.) that are produced by the removal process and left exposed to traffic. Bevel them back at least 3 in. for each 2 in. (75 mm. for each 50 mm.) of material removed. Use an attached mold board or other approved method.
4. When removing material at ramp areas and ends of milled sections, taper the transverse edges 10 ft. (3 m) to avoid creating a traffic hazard and to produce a smooth surface.
5. Protect with a temporary asphaltic concrete tie-in (paper joint) vertical edges at other areas such as bridge approach slabs, drainage structures, and utility appurtenance greater than 1/2 in. (12.5 mm) that are left open to traversing vehicles. Place the temporary tie-in at taper rate of at least 6 to 1 horizontal to vertical distance.
6. Remove dust, residue, and loose milled material from the milled surface. Do not allow traffic on the milled surface and do not place asphaltic concrete on the milled surface until removal is complete.

The reclaimed asphaltic pavement becomes the Contractor's property unless otherwise specified.

#### B. Micro-milling Operation

Ensure the micro-milling operations comply with Subsection 432.3.05.B, when micro-milling is specified in the contract to remove aged open-graded mix types, remove wheel ruts and other surface irregularities; restore proper grade and/or transverse slope of pavement as indicated in the Plans and as directed by the Engineer. The micro-milled surface shall provide a texture suitable for use as a temporary riding surface or an immediate overlay with OGFC or PEM with no further treatment or overlays. Micro-milling is required when placing OGFC or PEM mixtures on a milled surface. The use of the micro-milled pavement as a temporary riding surface shall be a maximum of five (5) Available days. Perform the work according to these Specifications and Plan details.

1. Micro-milling Process
  - a. Follow the Plans to micro-mill the designated areas and depths including bridge decks, shoulders, and ramps, as required. Ensure the following requirements are met:
    - Prior to commencement of the work, construct a test section that is 1000 ft. (305 m) in length with a uniformly textured surface and cross section as approved by the Engineer.
    - The final pavement surface shall have a transverse pattern of 0.2 in. (5 mm) center to center of each strike area. The targeted difference between the ridge and valley (RVD) measurement of the mat surface shall not exceed 1/16 in. (1.6 mm).
    - Milled surface acceptance testing will be performed using the Laser Road Profiler in accordance with GDT-126. Ensure the measured indices meet a target of 825 mm/km in the test section.
    - Work shall be halted and the contractor shall submit a written plan of action detailing what steps will be taken to improve operations if any of these requirements are exceeded in the test section. If approved by the Engineer, the contractor will construct another 1000 ft. (305 m) test section. This test section shall be located in a different area than the initial section using the approved corrective action. This designated section shall be micro-milled to conform to the same requirements as those required in the initial test section. The contractor shall not be allowed to start continual micro-milling until an acceptable test section is obtained.

## Section 432 — Mill Asphaltic Concrete Pavement

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- b. Ensure micro-milling methods produce a uniform finished surface and maintain a constant cross slope between extremities in each lane.
- c. Provide positive drainage to prevent water accumulation on the micro-milled pavement, as shown on the Plans or directed by the Engineer.
- d. Bevel back the longitudinal vertical edges greater than 2 in. (50 mm) produced by the removal process and left exposed to traffic. Bevel the vertical edges back at least 3 in. for each 2 in. (75 mm for each 50 mm) of material removed. Use an attached mold board or other approved method.
- e. Taper the transverse edges 10 ft. (3 m) to avoid creating a traffic hazard and to produce a smooth surface when removing material at ramp areas and ends of milled sections.
- f. Protect with a temporary asphaltic concrete tie-in (paper joint) vertical edges at other areas such as bridge approach slabs, drainage structures, and utility appurtenances greater than 1/2 in areas left open to traversing vehicles. Place the temporary tie-in at taper rate of at least 6 to 1 horizontal to vertical distance.
- g. Remove dust, residue, and loose milled material from the micro-milled surface. Do not allow traffic on the milled surface and do not place asphaltic concrete on the milled surface until removal is complete.

### 432.3.06 Milling Quality Acceptance

#### A. Conventional Milling Acceptance Criteria

Ensure that the milling operation produces a uniform pavement texture that is true to line, grade, and cross-section.

Milled pavement surface acceptance testing will be performed using the Laser Road Profiler method in GDT 126. Milled pavement will be evaluated on individual test sections, normally 1 mile (1 km) long.

When the milled surface is to be left as the final wearing surface, ensure that indices do not exceed:

- 1025 on milled pavement surfaces on interstates when the milled surface will be the final wearing surface
- 1175 for other on-system routes when the milled surface will be the final wearing surface
- 1175 on Interstates and 1325 for other on-system routes if the milled surface will be overlaid

Remill mile (kilometer) areas to meet the specified limits when the indices are exceeded. Remill at no additional cost to the Department.

Milled pavement surfaces are subject to visual and straightedge inspection. Keep a 10 ft. (3 m) straightedge near the milling operation to measure surface irregularities of the milled pavement surface. Remill irregularities greater than 1/8 in. per 10 ft. (3 mm in 3 m) at no additional cost to the Department.

Ensure that the cross slope is uniform and that no depressions or slope misalignments greater than 1/4 in. per 12 ft. (6 mm in 3.6 m) exist when the slope is tested with a straightedge placed perpendicular to the center line.

## Section 432 — Mill Asphaltic Concrete Pavement

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### B. Micro-Milling Acceptance Criteria

Ensure the micro-milling operation produces a uniform pavement texture true to line, grade, and cross section.

Micro-mill additional depth to eliminate excessive scabbing of the in place material as directed by the Engineer.

Micro-milled pavement surface acceptance testing will be performed using the Laser Road Profiler method in GDT 126.

Micro-milled pavement will be evaluated on individual test sections, measuring 0.50 mile (0.50 km). Ensure micro-milled pavement meets specified measured tolerances for RVD and profile surface smoothness indices of Target 825 mm/km and not exceed the Correction index of 900 mm/km

- Micro-milled pavement surfaces are subject to visual and straightedge inspections. Ensure a 10 ft. (3 m). straightedge is kept at the micro-milling operation to measure surface irregularities of the milled pavement surface.
- Any areas exceeding 1/8 in. (3.2 mm) between the ridge and valley of the mat surface or fail to meet pavement surface acceptance testing using the Laser Road Profiler shall subject the micro-milled surface to a pay reduction of 20% based on the micro-milling unit cost per square yd. at the recommendation of the Office of Materials and Testing.
- Any areas exceeding 3/16 in. (4.8 mm) between the ridge and valley of the mat surface or fail to meet pavement surface acceptance testing using the Laser Road Profiler shall subject the locations to being removed and replaced with acceptable material as directed by the Engineer at no additional cost to the Department. All corrective work shall be performed in a minimum 500 ft. section.
- Ensure the cross slope is uniform and no depressions or slope misalignments greater than 1/4 in. per 12 ft. (6 mm in 3.6 m) exist when the slope is tested with a straightedge placed perpendicular to the center line.

### 432.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

## 432.4 Measurement

Conventional milling and micro-milling existing asphaltic concrete pavement is measured by the square yard (meter) as described in Subsection 109.01, *Measurement and Quantities*.

### 432.4.01 Limits

General Provisions 101 through 150.

## 432.5 Payment

Conventional milling and micro-milling asphaltic concrete pavement, measured as specified, will be paid for at the Contract Unit Price bid per square yard (meter). The price bid for this item includes the credit value of all Reclaimed Asphalt Pavement (RAP) recovered, and no adjustment in the unit price for this item or other items will be considered for variations in the amount of RAP actually recovered.

Payment is full compensation for furnishing equipment, milling, hauling, stockpiling milled material, and satisfactorily performing the work.

Payment will be made under:

Item No. 432	Mill asphaltic concrete pavement, ___ in (mm) depth	Per square yard (meter)
Item No. 432	Mill asphaltic concrete pavement, variable depth	Per square yard (meter)
Item No. 432	Micro-mill asphaltic concrete pavement, variable depth	Per square yard (meter)

**432.5.01 Adjustments**

General Provisions 101 through 150.

## Section 653—Thermoplastic Traffic Stripe

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### 653.1 General Description

This work includes furnishing and applying standard, wet weather, and audible profiled thermoplastic reflectorized pavement marking compound. Ensure markings conform to plan details and locations, these specifications, and the Manual on Uniform Traffic Control Devices.

Thermoplastic traffic stripe consists of solid or broken (skip) lines, words, and symbols according to plan color, type, and location.

#### 653.1.01 Definitions

**Thermoplastic Marking Compound:** A heated compound extruded or mechanically sprayed on the pavement that cools to pavement temperature. When combined with glass spheres and/or reflective composite optics it produces a reflectorized pavement marking.

**Short Lines:** Crosswalks, stop bars, arrows, symbols, and crosshatching. Extrude short lines rather than spraying them on.

#### 653.1.02 Related References

##### A. Specifications

Section 656—Removal of Pavement Markings

##### B. Referenced Documents

QPL 46

QPL 71

SOP 37

SOP 38

SOP 39

Federal Test Standard Number 595B

Federal Test Standard Number 695B

AASHTO M 247

AASHTO M 249

ASTM D 92

ASTM D 476

ASTM D 2240

ASTM D 4960

ASTM E 1710

ASTM E 2177

40 CFR 261.24

EPA Method 3050

EPA Method 3052

EPA Method 6010

EPA Method 7000A

## Section 653 — Thermoplastic Traffic Stripe

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### 653.1.03 Submittals

Ensure the producers of the thermoplastic compound and the producers of both the intermix and drop-on glass spheres furnish to the Department copies of certified test reports showing results of all tests specified in this Section. Also ensure that producers certify that the materials meet the other requirements of this Section by submitting copies of certification at the time of sampling.

### 653.2 Materials

#### A. General Characteristics of Thermoplastic

Use thermoplastic material produced from an approved source listed on QPL 46. Use thermoplastic material that meets the requirements of AASHTO M 249 with the following exceptions:

##### 1. Material Composition

Ensure the resin of the thermoplastic material is an alkyd binder. Ensure the alkyd binder consists of a mixture of synthetic resins and a high boiling point plasticizer. Ensure at least one synthetic resin is a solid at room temperature. Ensure at least 50 percent of the binder composition is 100 percent maleic-modified glycerol ester resin. Ensure at least 18 percent by weight of the entire material formulation consists of binder. Do not use alkyd binder that contains petroleum-based hydrocarbon resins. Ensure the finished thermoplastic material is not adversely affected by contact with pavement materials or by petroleum droppings from traffic. Use thermoplastic material that has been evaluated (2-year field evaluation) by the National Transportation Product Evaluation Panel (NTPEP) test facility or other approved test facility.

##### 2. Suitability for Markings

Use thermoplastic material that is especially compounded for traffic markings and has the following characteristics:

- Prevents markings from smearing or spreading under normal traffic conditions at temperatures below 120 °F (49 °C)
- Gives a uniform cross section, with pigment evenly dispersed throughout the material
- Has a uniform material density and character throughout its thickness
- Allows the stripe to maintain its original dimensions and placement
- Ensures that the exposed surface is free from tack and is not slippery when wet
- Does not lift from the pavement in freezing weather
- Has cold ductility properties that permit normal movement with the road surface without chipping or cracking

## Section 653 — Thermoplastic Traffic Stripe

### 3. Color

Confirm the color of thermoplastic by providing data from the manufacturer to the Area Manager as follows:

- a. White – Use titanium dioxide that meets the requirements of ASTM D 476, Type II, Rutile, as the pigment for white thermoplastic material. Do not use anatase titanium dioxide pigment. Ensure thermoplastic material is free from dirt or tint. Ensure white thermoplastic material heated for  $240 \pm 5$  minutes at  $425 \pm 3$  °F ( $218 \pm 3$  °C) and cooled to  $77 \pm 3$  °F ( $25 \pm 2$  °C) matches Federal Test Standard Number 695B-Color 17925. Ensure that the Y tristimulus value is measured to be a minimum value of 45. Ensure the material, when compared to the magnesium oxide standard using a standard color spectrophotometer according to ASTM D 4960, meets the following:

Scale	Definition	Magnesium Oxide Standard	Sample
Rd	Reflectance	100	75 min.
a	Redness-Greenness	0	-5 to + 5
b	Yellowness-Blueness	0	-10 to + 10

- b. Yellow – Use only non-hazardous pigments as defined by the Resource Conservation and Recovery Act (RCRA) Subarticle C rules, table 1 of 40 CFR 261.24 “Toxicity Characteristic”. Do not use yellow thermoplastic containing more than 3.0 ppm lead by weight when tested in accordance with the most recent

EPA Methods 3050 and 6010 or 7000. Ensure yellow thermoplastic material heated for  $240 \pm 5$  minutes at  $425 \pm 3$  °F ( $218 \pm 2$  °C) and cooled to  $77 \pm 3$  °F ( $25 \pm 2$  °C) matches AMS-STD-595. Ensure that the Y tristimulus value is measured to be a minimum value of 45. Ensure the material, when compared to PR#1 Chart using a standard color spectrophotometer according to ASTM D 4960, plots within the following chromaticity coordinates:

	1	2	3	4
X	0.455	0.510	0.472	0.530
Y	0.444	0.485	0.400	0.456

- c. Black – The black pigment must produce a completely opaque, black stripe when applied on the road and after 70 hr of weatherometer exposure in accordance with ASTM G 155 using Exposure Cycle 1 with a quartz inner filter glass and Type “S” Borosilicate outer filter glass. Ensure that Y tristimulus value is measured to be a maximum value of 5.
- d. Ensure the in-service daytime chromaticity for yellow, white, and black material plots within the following coordinates after a period of 30 days:

	1		2		3		4	
	x	y	x	y	x	y	x	y
White	0.290	0.315	0.310	0.295	0.350	0.340	0.330	0.360
Yellow	0.435	0.429	0.510	0.485	0.449	0.377	0.530	0.456
Black	0.355	0.355	0.305	0.305	0.285	0.325	0.335	0.375



## Section 653 — Thermoplastic Traffic Stripe

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### 4. Indentation Resistance

Measure the hardness by a Shore Durometer, Type A2, as described in ASTM D 2240. Maintain the temperature of the Durometer, 4.4 lb. (2 kg) load and the specimen for 2 hours at 115 °F (45 °C). Apply the Durometer and 4.4 lb. (2 kg) load to the specimen. The reading must fall between 50 to 75 units, after 15 seconds.

### 5. Reheating

Ensure that the compound does not break down, deteriorate, scorch, or discolor if held at application temperature of 425 °F (218 °C) for 6 hours and if reheated up to 4 times to the application temperature. Ensure that the color of white and yellow thermoplastic comply with Subsection 653.2.A.3.a and Subsection 653.2.A.3.b after prolonged heating or reheating.

### 6. Intermixed Glass Spheres and Reflective Composite Optics

Ensure glass spheres meet the requirements of AASHTO M 247.

Do not use glass spheres and /or reflective composite optics containing greater than 200 ppm total arsenic, 200 ppm total antimony, or 200 ppm total lead when tested according to US EPA Methods 3052 and 6010C, or other approved methods.

### 7. Flashpoint

Ensure the thermoplastic flashpoint is not less than 500 °F (260 °C) as determined by ASTM D 92.

## B. Drop-On Glass Spheres and Reflective Composite Optics

Ensure glass spheres meet the requirements of AASHTO M 247. Use spheres produced from an approved source listed on QPL 71. Glass spheres conforming to an alternative gradation may be used provided all other requirements of AASHTO M 247 and this specification are met. Do not use glass spheres and /or reflective composite optics containing greater than 200 ppm total arsenic, 200 ppm total antimony, or 200 ppm total lead when tested according to US EPA Methods 3052 and 6010C, or other approved methods.

## C. Sealing Primer

Place the particular type of binder-sealer at the application rate as recommended in writing by the thermoplastic material manufacturer.

### 653.2.01 Delivery, Storage, and Handling

Use material delivered in 50 lb (22.7 kg) unit cardboard containers or bags strong enough for normal handling during shipment and on-the-job transportation without loss of material.

Ensure that each unit container is clearly marked to indicate the following:

- Color of the material
- Process batch number or similar manufacturer's identification
- Manufacturer's name
- Address of the plant
- Date of manufacture

## 653.3 Construction Requirements

### 653.3.01 Personnel

General Provisions 101 through 150.

### 653.3.02 Equipment

Depending on the marking required, use hand equipment or truck-mounted application units on roadway installations.

#### A. Application Machine

Ensure that each application machine is equipped with the following features:

- Parts continuously mix and agitate the material.
- Truck-mounted units for lane, edge, and center lines operate at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of striping material and capable of following straight lines and making normal curves in a true arc.
- Conveying parts between the main material reservoir and the shaping die or gun prevent accumulation and clogging.
- Parts that contact the material are easily accessible and exposable for cleaning and maintenance.
- Mixing and conveying parts, including the shaping die or gun, maintain the material at the plastic temperature with heat transfer oil or electrical element-controlled heat. Do not use an external source of direct heat.
- Parts provide continuously uniform stripe dimensions.
- Applicator cleanly and squarely cuts off stripe ends and applies skip lines. Do not use pans, aprons, or similar appliances that the die overruns.
- Parts produce varying widths of traffic markings.
- Applicator is mobile and maneuverable enough to follow straight lines and make normal curves in a true arc.

#### B. Automatic Bead Dispenser

Apply glass spheres and/or reflective composite optics to the surface of the completed stripe using a dispenser attached to the striping machine to automatically dispense the beads/optics instantaneously upon the installed line. Synchronize the glass sphere/optics dispenser cutoff with the automatic cutoff of the thermoplastic material.

#### C. Special Kettles

Use special kettles for melting and heating the thermoplastic material. Use kettles equipped with automatic thermostatic control devices that provides positive temperature control and prevents overheating. Ensure that the applicator and kettles are equipped and arranged according to the requirements of the National Fire Underwriters.

#### D. Hand Equipment

Use hand equipment for projects with small quantities of lane lines, edge lines, and center lines, or for conditions requiring the equipment. Use hand equipment approved by the Engineer.

Ensure hand equipment can hold 150 lbs. (68 kg) of molten material and is maneuverable to install crosswalks, arrows, legends, lane, edge, and center lines.

#### E. Auxiliary Vehicles

Supply the necessary auxiliary vehicles for the operation.

### 653.3.03 Preparation

For asphaltic concrete pavement, do not begin placement of thermoplastic striping until 15 calendar days after completion of the final surface course.

### 653.3.04 Fabrication

General Provisions 101 through 150.

### 653.3.05 Construction

#### A. General Application

Notify the Engineer prior to the placement of the thermoplastic materials. Furnish the Engineer with the manufacturer's name and batch numbers of the thermoplastic materials and glass spheres to be used. Ensure that the approved batch numbers appear on the thermoplastic materials and glass spheres packages.

Thoroughly clean pavement areas to be striped. Use hand brooms, rotary brooms, air blasts, scrapers, or other approved methods that leave the pavement surface clean and undamaged. Take care to remove all vegetation and road film from the striping area. Ensure all new Portland cement concrete pavement surfaces are mechanically wire brushed or abrasive cleaned to remove all laitance and curing compound before being striped.

Lay stripe with continuous uniform dimensions.

Apply the type of stripe at each location according to the Plans, using one of the following methods:

- Spray techniques
- Extrusion methods wherein one side of the shaping die is the pavement and the other three sides are contained by or are part of the suitable equipment to heat and control the flow of material.
- Extrusion methods using a pressurized ribbon gun to control the application of material.

#### 1. Temperature

Apply thermoplastic traffic stripe only when the pavement temperature in the shade is above 40 °F (4 °C).

To ensure optimum adhesion, install the thermoplastic material in a melted state at the manufacturer's recommended temperature but not at less than 375 °F (190 °C).

#### 2. Moisture

Do not apply when the surface is moist. When directed by the Engineer, perform a moisture test on the Portland cement concrete pavement surface. Perform the test as follows:

- a. Place approximately 1 yd<sup>2</sup> (1m<sup>2</sup>) of roofing felt on the pavement surface.
- b. Pour approximately 1/2 gallon (2 L) of molten thermoplastic onto the roofing felt.
- c. After 2 minutes, lift the roofing felt and inspect to see if moisture is present on the pavement surface or underside of the roofing felt.
- d. If moisture is present, do not proceed with the striping operation until the surface has dried sufficiently to be moisture free.

#### 3. Sealing Primer

To ensure optimum adhesion, apply a binder-sealer material before installing the thermoplastic in each of the following cases:

- Where directed by the Engineer for sprayed thermoplastic
- Old asphaltic concrete pavements with exposed aggregates
- Portland cement concrete pavements
- Bridge Deck Polymer Overlay

Ensure that the binder-sealer material forms a continuous film that mechanically adheres to the pavement and dries rapidly. Use a binder-sealer currently in use and recommended by the thermoplastic material manufacturer according to QPL 46.

Apply the binder-sealer immediately in advance of, but concurrent with, the application of the thermoplastic material. Apply in a continuous film over the pavement surface.

#### 4. Bonding to Old Stripe

If the old stripe is to be renewed by overlaying with new material, ensure the new material bonds to the old line without splitting or cracking.

#### 5. Offset from Construction Joints

Off-set longitudinal lines at least 2 in (50 mm) from construction joints of Portland cement concrete pavements.

## Section 653 — Thermoplastic Traffic Stripe

### 6. Crosswalks, Stop Bars, and Symbols

Make crosswalks, stop bars, and symbols at least 3/32 in (2.4 mm) thick at the edges and no more than 3/16 in (4.8 mm) thick at the center.

### 7. Thickness

a. Maintain the following minimum average dry thicknesses above the surface on all types of pavements

- 0.090 in. (2.3 mm) \* for lane lines
- 0.060 in. (1.5 mm) \* for edge lines
- 0.120 in. (3.0 mm) \* for gore area lines
- 0.120 in. (3.0 mm) \* for polymer overlay edge lines and lane lines

(See below for "\*" reference.)

Compute the minimums by the amount of material used each day, as follows:

<b>(For 6 in wide stripe)</b>	
* Average Thickness (in) =	$[(\text{lbs. used}) \div (\text{total linear feet})] \times 0.236$
<b>(For 150 mm wide stripe)</b>	
*Average Thickness (mm) =	$[(\text{kg used}) \div (\text{total linear meters})] \times 4.0$
<b>(For 10 in wide stripe)</b>	
* Average Thickness (in) =	$[(\text{lbs. used}) \div (\text{total linear feet})] \times 0.118$
<b>(For 250 mm wide stripe)</b>	
* Average Thickness (mm) =	$[(\text{kg used}) \div (\text{total linear meters})] \times 2.0$

b. Audible Profiled Thermoplastic – Apply a flat edge line having a thickness of 0.100 inches – 0.150 inches (100 mils – 150 mils) above the surface on all types of pavements, exclusive of bumps.

### 8. Glass Spheres and Reflective Composite Optics

- a. Apply glass spheres and/or reflective composite optics to installed stripe surface above the minimum rate recommended by the thermoplastic material manufacturer to produce the required retro-reflectivity value in accordance with Subsection 653.3.06.
- b. Apply the glass sphere and/or reflective composite optics top-coating with a pressure-type gun specifically designed for applying glass spheres and/or reflective composite optics that will embed at least one-half of the sphere's and optic's diameter into the thermoplastic immediately after the material has been applied to the pavement.
- c. Audible Profiled Thermoplastic– Apply glass sphere and/or reflective composite optics to all markings at the rates determined by the manufacturer's recommendations as identified in the APL system.

### 9. Dimensions of Raised Bumps:

- a. Apply the raised bumps with a profile such that the leading and trailing edges are sloped at a sufficient angle to create an audible and vibratory warning.
- b. Bumps on the edge line and centerline marking shall be at least 0.45 in. (11 mm) at the highest point of the bump, above the pavement surface including the base line. The height measures after the application of the drop-on retroreflective elements or glass spheres.
- c. Bumps shall have a minimum baseline coverage dimension of 2.5 in. (65 mm) in both the transverse and longitudinal directions.
- d. The bumps may have a drainage channel. The width of each drainage channel will not exceed 0.25 in. (6 mm) at the bottom of the channel. The longitudinal distance between bumps shall be approximately 30 in. (762 mm).

## Section 653 — Thermoplastic Traffic Stripe

### B. Removing Existing Stripe

Remove existing stripe according to Section 656.

Remove 100 percent of existing traffic stripe from:

- Portland cement concrete pavement where the new stripe will be placed at the same location as the existing marking
- Pavement where the new stripe will be placed at a different location from the existing markings

### C. Tolerance and Appearance

- a. No traffic stripe shall be less than the specified width and shall not exceed the specified width by more than 1/2 in. (13 mm). The length of the 15 ft. (4.5 m) segment for skip stripe and the 25 ft. (7.5 m) gap between segments may vary plus or minus 1 ft. (300 mm). The alignment of the stripe shall not deviate from the intended alignment by more than 1 in. (25 mm) on straight lines. On curves up to and including 1 degree (radius of 1745 m or greater), the alignment of the stripe shall not deviate from the intended alignment by more than 1 in. (25 mm). On curves exceeding 1 degree (radius less than 1745 m), the alignment of the stripe shall not deviate from the intended alignment by more than 2 in. (50 mm).
- b. Stop work when deviation exceeds the above dimensions and remove the nonconforming stripe.
- c. No more than 1 percent of the bumps or more than three consecutive bumps are missing or broken (less than half a bump remaining) within the first 45 days under traffic, replace all failed bumps at no cost to the Department.
- d. If the bumps are replaced and more than 2 percent of the replaced bumps fail within the first 45 days under traffic, the replacement period will be extended an additional 45 days from the date all replacement bumps were installed.
- e. If at the end of the additional 45 days more than 2 percent of all bumps (initial and replacement) fail, replace all failed bumps at no expense to the Department.

### D. Traffic Marking Protection (Audible Profile Thermoplastic)

Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the Department.

## 653.3.06 Quality Acceptance

### A. General

For a minimum of 30 days from the time of placement, ensure the thermoplastic pavement marking material and/or audible profiled thermoplastic shows no signs of failure due to blistering, excessive cracking, chipping, bleeding, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact with grease deposits, oil, diesel fuel, or gasoline drippings, spilling, poor adhesion to the pavement material, vehicular damage, and normal wear. In the event that failures mentioned above occur, ensure corrective work is completed at no additional cost to the Department.

Obtain pavement marking retroreflectivity values with a 30-meter geometry retro-reflectometer.

### B. Initial Retroreflectivity

#### 1. Longitudinal Lines

Within 30 days of installation, ensure the in-place markings meet the following minimum reflectance values:

##### a. Standard

	White	Yellow
Dry (ASTM E 1710)	400 mcd/lux/m <sup>2</sup>	300mcd/lux/m <sup>2</sup>

##### b. Wet Weather

	White	Yellow
Dry (ASTM E 1710)	400 mcd/lux/m <sup>2</sup>	300 mcd/lux/m <sup>2</sup>
Wet recovery (ASTM E 2177)	150 mcd/lux/m <sup>2</sup>	125 mcd/lux/m <sup>2</sup>

## Section 653 — Thermoplastic Traffic Stripe

### c. Audible Profile Thermoplastic

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m <sup>2</sup>	250 mcd/lux/m <sup>2</sup>

For each center line, edge line, and skip line, measure retroreflectivity 9 times for each mile; 3 times within the first 500 ft. (152 m), 3 times in the middle, and 3 times within the last 500 ft. (152 m). For projects less than one mile (1600 m) in length, measure retroreflectivity 9 times as above.

Record all retroreflectivity measurements on the form OMR CVP 66 in SOP 39.

#### 2. Messages, Symbols, and Transverse Lines

At the time of installation, ensure the in-place markings when tested according to ASTM E 1710 meet the following minimum reflectance value of 275 mcd/lux/m<sup>2</sup>.

Perform at a minimum, one retroreflectivity measurement at one message, one symbol and one transverse line per intersection. Take one measurement per mile (1600 m) for locations other than intersections (i.e. school messages, railroad messages, bike symbols etc.)

### C. Six Month Retroreflectivity (Longitudinal Lines)

Maintain the following minimum reflectance values for 180 days after installation:

#### 1. Standard

	White	Yellow
Dry (ASTM E 1710)	400 mcd/lux/m <sup>2</sup>	300 mcd/lux/m <sup>2</sup>

#### 2. Wet Weather

	White	Yellow
Dry (ASTM E 1710)	400 mcd/lux/m <sup>2</sup>	300 mcd/lux/m <sup>2</sup>
Wet recovery (ASTM E 2177)	150 mcd/lux/m <sup>2</sup>	125 mcd/lux/m <sup>2</sup>

#### 3. Audible Profile Thermoplastic

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m <sup>2</sup>	250 mcd/lux/m <sup>2</sup>

Retest the in-place markings according to Subsection 653.3.06.B.1, 180 days after installation to ensure these minimum retro-reflectance values are maintained.

**NOTE: The Contractor is responsible for retro-reflectivity testing. Furnish initial test results to the Engineer within 30 days of application. Furnish additional testing for a period that totals 180 days from initial application or the stoppage of contract time, whichever comes first.**

### D. Thickness

#### 1. New Striping

Check the thicknesses on all skip lines, edge lines and center lines with an approved traffic marking thickness gage consisting of 3 dials as follows:

For each center line, edge line, and skip line, measure thickness above the pavement 3 times for each mile (1600 m); once within the first 500 ft. (150 m), once in the middle, and once within the last 500 ft. (150 m). For projects less than one mile (1600 m) in length, measure the thickness above the pavement 3 times.

Record all thickness measurements on the form OMR CVP 66 in SOP 39.

#### 2. Recapping Refurbishment Thermoplastic

Place durable tape, film, or metal plate of known and uniform thickness on an area to be striped. After the striper has passed over, remove the sample and measure the thickness with calipers or a micrometer.

For each center line, edge line, and skip line, measure thickness above the pavement 3 times for each mile (1600 m); once within the first 500 ft. (150 m), once in the middle, and once within the last 500 ft. (150 m). For projects less than one mile (1600 m) in length, measure the thickness above the pavement 3 times.

Submit results to the Engineer.

## Section 653 — Thermoplastic Traffic Stripe

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### 3. Audible Profiled Thermoplastic

Ensure the thickness of white and yellow pavement marking conform to Subsection 653.3.05.A.7.b

Record all thickness measurements on the form OMR CVP 66 in SOP 39 and submit to the Engineer.

The Engineer will verify the thickness of the pavement marking in accordance with Subsection 653.3.05.A.7.b within 30 days of receipt of the Contractor's certification.

Thickness measurement may be performed using a strong adhesive tape to install a metal plate (approximately 6 inches (150 mm) wide by 8 inches (200 mm) long, the thickness of the plate can be 1/8 inch (3 mm) as long as the plate does not deform) to the roadway where the pavement marking will be placed.

After the material has dried remove the plate and check the thickness of the pavement marking material on the plate with a micrometer.

### E. Corrective Work

For each mile (1600 m) section, if the thermoplastic traffic stripe fails to meet Plan details or specifications or deviates from stated dimensions, correct it at no additional cost to the Department. If removal of pavement markings is necessary, perform it according to Section 656 and place it according to this specification. No additional payment will be made for removal and replacement of unsatisfactory striping. Ensure corrective work is completed at no additional cost to the Department. Perform testing according to this specification. Any retest due to failures will be performed at no additional cost to the Department. Furnish all test reports to the Department.

Retro-reflectivity and Thickness Longitudinal Line Deficiency: A deficiency will ensue when two or more Location Average results as recorded on form OMR CVP 66 within a One-Mile (1600 m) Section do not meet the performance criteria herein. The entire line within this one-mile (1600 m) section will be determined to be deficient. If the evaluated section is less than 1.0 mile (1600 m), a single Location Average result not meeting the performance criteria herein will result in the entire line to be determined to be deficient.

Retro-reflectivity Transverse Markings and Symbol Deficiency: A single Location Average result on the marking or symbol not meeting the performance criteria herein will result in the marking or symbol to be determined to be deficient.

### 653.3.07 Verification

See SOP 39

## 653.4 Measurement

When stripe will be paid for by the square yard (meter), the actual number of square yards (meters) painted will be measured. The space between the stripes will be included in the overall measurement.

Linear measurements may be made by electronic measuring devices attached to a vehicle.

Thermoplastic traffic stripe, complete in place and accepted, is measured as follows:

### A. Solid Traffic Stripe (Including Audible Stripe)

Stripe is measured by the linear foot (meter), linear mile (kilometer), or square yard (meter). Breaks or omissions in solid lines or stripes at street or road intersections are not measured for payment.

### B. Skip Traffic Stripe

Skip stripe is measured by the gross linear mile (kilometer) as specified. The unpainted space between the painted stripes is included in the overall measurement if the plan ratio of one to three (15 ft. [4.5 m] segment and 25 ft. [7.5 m] gap or other patterns as designated on the plans) remains uninterrupted. Measurement begins and ends on a stripe.

### C. Words and Symbols

Each word or symbol complete according to plan dimensions is measured by the Unit.

### 653.4.01 Limits

General Provisions 101 through 150.

## Section 653 — Thermoplastic Traffic Stripe

### 653.5 Payment

Payment is full compensation for the Work under this section, including:

- Cleaning and preparing surfaces
- Furnishing all materials
- Applying, curing, and protecting stripe
- Protecting traffic, including providing necessary warning signs
- Furnishing tools, machines, and other equipment necessary to complete the Item

Measurement and payment for removing pavement markings will be according to Section 656 when shown in the Proposal as a payment Item. Otherwise, removal will not be paid for separately, but will be included in the payment for other Work under this section.

Payment will be made under:

<b>Item No. 653</b>	Thermoplastic solid traffic stripe, __ in. (mm), (color)	Per linear foot (meter)
<b>Item No. 653</b>	Thermoplastic solid traffic stripe, __ in. (mm), (color)	Per linear mile (kilometer)
<b>Item No. 653</b>	Thermoplastic skip traffic stripe, __ in. (mm), (color)	Per gross linear foot (meter)
<b>Item No. 653</b>	Thermoplastic skip traffic stripe, __ in. (mm), (color)	Per gross linear mile (kilometer)
<b>Item No. 653</b>	Audible profiled thermoplastic solid traffic stripe, __ in. (mm), (color)	Per linear foot (meter)
<b>Item No. 653</b>	Audible profiled thermoplastic solid traffic stripe, __ in. (mm), (color)	Per linear mile (kilometer)
<b>Item No. 653</b>	Audible profiled thermoplastic skip traffic stripe, __ in. (mm), (color)	Per gross linear foot (meter)
<b>Item No. 653</b>	Audible profiled thermoplastic skip traffic stripe, __ in. (mm), (color)	Per gross linear mile (kilometer)
<b>Item No. 653</b>	Thermoplastic pavement markings, words, and symbols (color), type _____	Per each
<b>Item No. 653</b>	Thermoplastic traffic stripe	Per square yard (meter)
<b>Item No. 653</b>	Wet Weather Thermoplastic solid traffic stripe, __ in. (mm), (color)	Per linear foot (meter)
<b>Item No. 653</b>	Wet Weather Thermoplastic solid traffic stripe, __ in. (mm), (color)	Per linear mile (kilometer)
<b>Item No. 653</b>	Wet Weather Thermoplastic skip traffic stripe, __ in. (mm), (color)	Per gross linear foot (meter)
<b>Item No. 653</b>	Wet Weather Thermoplastic skip traffic stripe, __ in. (mm), (color)	Per gross linear mile (kilometer)
<b>Item No. 653</b>	Wet Weather Thermoplastic pavement markings, words, and symbols (color), type _____	Per each
<b>Item No. 653</b>	Wet Weather Thermoplastic traffic stripe	Per square yard (meter)

#### 653.5.01 Adjustments

General Provisions 101 through 150.



## Section 828—Hot Mix Asphaltic Concrete Mixtures

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### 828.1 General Description

This specification includes the requirements for hot mix asphaltic concrete mixtures, including:

- Open-graded surface mixtures (OGFC and PEM)
- Stone Matrix Asphalt mixtures (SMA)
- Superpave mixtures
- Fine-graded (4.75 mm) mixtures

#### 828.1.01 Definitions

The Nominal Maximum Sieve Size is one standard sieve size larger than the first sieve to retain more than ten percent of the aggregate, per AASHTO R35. Mixture types in this section are identified according to Nominal Maximum Sieve Size.

#### 828.1.02 Related References

##### A. Standard Specifications

Section 400-Hot Mix Asphaltic Concrete Construction

Section 402-Hot Mix Recycled Asphaltic Concrete

Section 800-Coarse Aggregate

Section 802-Aggregates for Asphaltic Concrete

Section 819-Fiber Stabilizing Additives

Section 820-Asphalt Cement

Section 831-Admixtures

Section 882-Lime

Section 883-Mineral Filler

##### B. Referenced Documents

AASHTO R30

AASHTO R35

AASHTO T 321

AASHTO T 112

AASHTO T 209

AASHTO T 305

AASHTO T 312

AASHTO T 245

AASHTO T 324

AASHTO T 340

SOP-36

SOP-2

GDT 1

GDT 56

GDT 63

## Section 828 — Hot Mix Asphaltic Concrete Mixtures

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GDT 66  
GDT 114  
GDT 115  
GDT 123  
QPL 1  
QPL 2  
QPL 7  
QPL 26  
QPL 41  
QPL 77  
QPL 81

### 828.2 Materials

#### A. Requirements

Use approved hot mix asphalt concrete mixtures that meet the following requirements:

1. Produce each asphalt mixture according to a Department approved Job Mix Formula and Asphalt Mix Design, see Subsection 400.1 for submittal and approval of Job Mix Formulas.
2. Ensure individual acceptance test results meet the Mixture Control Tolerances specified in the appropriate table below, Subsections 828.2.01 through 828.2.04.
3. Ensure the Engineer approves all materials used to prepare and place the mixtures before incorporating them into the Work. Use only the ingredients listed in the approved Asphalt Mix Design and Job Mix Formula. For virgin aggregates use sources meeting the requirements of Section 802 and are listed in QPL 1 or QPL 2; for mixes in which local sand is permitted, use the approved sand source identified in the mix design. For mixtures containing Reclaimed Asphalt Pavement (RAP), use only RAP from the approved stockpile identified in the mix design. Use asphalt cement meeting the requirements of Section 820, from a source listed in QPL 7.
4. Obtain approved SMA mix designs, Superpave mix designs and 4.75 mm mix designs from a mix design laboratory certified by the Department. Obtain approved mix designs for types PEM and OGFC mixtures from the Department's Office of Materials, which produces and furnishes these mix designs.
5. Ensure all SMA mix designs are designed in accordance with GDT-123 ("Determining the Design Proportions of Stone Matrix Asphalt Mixtures"). Ensure SMA mix designs are verified and approved by the Department prior to use. Ensure Superpave and 4.75 mm mix designs are designed in accordance with SOP-2 ("Control of Superpave Bituminous Mixture Designs") and are approved by the Department as provided therein. Ensure these mixes are designed by a laboratory and technician certified in accordance with SOP-36, ("Certification of Laboratories and Personnel for Design of SMA and Superpave Asphalt Mixtures").
6. Use only mixtures composed of the aggregate groups and blends indicated in the Proposal and Plans by their pay item designations, defined as follows:

**Section 828 — Hot Mix Asphaltic Concrete Mixtures**

**TABLE 1 – AGGREGATE GROUPS**

Pay Item Designation	Allowable Aggregate Groups
Group I or II	Group I, Group II, or Blend I
Group II only	Group II only
Blend I	Either 100% Group II material or a blend of Group I and Group II. Do not use Group I material for more than 60%, by weight, of the total aggregate nor more than 50%, by weight, of the coarse aggregate fraction.

7. For patching or leveling use Group I, Group II, or Blend I. Mix types for patching and leveling are specified in Subsection 400.3.03.B.
8. Include lime (hydrated lime) from an approved source and meeting the requirements of Section 882 in all paving courses except as otherwise provided in the Contract. For a list of approved sources of lime, see QPL 41.
  - a. Add lime to each mixture at the rate prescribed in the approved mix design.
  - b. Ensure mix designs using only virgin aggregate include lime at a minimum rate of 1.00% of the total dry aggregate weight. Ensure mix designs using RAP include lime at a minimum rate equal to 1.00% of the virgin aggregate fraction plus 0.50% of the aggregate in the RAP fraction.
  - c. Add more lime or add lime plus an approved Heat-Stable Anti-Stripping Additive meeting the requirements of Section 831, if necessary to meet requirements for mixture properties, and pursuant to an approved mix design. However, the Department will not make additional payment for these materials. For a list of sources of Heat-Stable Anti-Stripping Additives, see QPL 26.
  - d. Where specifically allowed in the contract on LARP, airport, and parking lot projects, an approved Heat-Stable Anti-Stripping Additive meeting the requirements of Section 831 may be substituted for hydrated lime. Ensure the mix gradation is adjusted to replace the lime with an equivalent volume of fines passing the 0.075 mm sieve. Add Heat-Stable Anti-stripping Additive at a minimum rate of 0.5 percent of the asphalt cement portion.
9. Use performance grade PG 64-22 or PG 67-22 asphalt cement in all mix designs and mixtures except as follows:
  - a. The State Materials Engineer will determine the performance grade to be used, based on Table 2 – Binders Selection Guideline for Reclaimed Asphalt Pavement (RAP) Mixtures, AASHTO M323 and laboratory testing results as required in Section 828.2.B for mixtures containing  $\geq 25\%$  equivalent binder replacement for RAP/RAS mixtures.
  - b. Use only grade PG 76-22, excluding shoulder construction in the following mixes: all SMA, 12.5 mm PEM, 9.5 mm and 12.5 mm OGFC, 12.5 mm Superpave, on projects with two-way ADT greater than 25,000; and in all mixtures for which polymer-modified asphalt is specified in the pay item.
10. Use of local sand is restricted as follows:
  - a. Do not place mixtures containing local sand on the traveled way of the mainline or ramps of the Interstate System. Mixtures with local sand may be used for shoulder construction on these facilities.
  - b. Ensure local sand will not constitute more than 20 % of the total aggregate weight of any mix design or production mix.
  - c. Subject to the above limits, 19 mm, 12.5 mm, and 9.5 mm Superpave mix designs and 4.75 mm mix designs containing local sand may be used on projects with a current ADT not exceeding 4,000 VPD providing that all performance testing meets specified requirements.
  - d. 25 mm Superpave mix designs containing not more than 20 % local sand may be used on all facilities except the main line and ramps of the Interstate System.
  - e. Obtain local sand for use in asphalt mixtures from a source approved by the Department.

## Section 828 — Hot Mix Asphaltic Concrete Mixtures

- f. Approval of local sand sources: The Department will sample, test, and approve sources of local sand. Ensure local sand contains no more than 7.0% clay by weight and is free of foreign substances, roots, twigs, and other organic matter. Ensure sand is free of clay lumps, as determined by AASHTO T 112, and has a sand equivalent value exceeding 25%, as determined by GDT 63.

### B. Fabrication

1. Design procedures: For all Superpave and 4.75 mm mixes, ensure conformance with the Superpave System for Volumetric Design (AASHTO T 312 and AASHTO R30), as adapted in SOP-2. Ensure Superpave mixes are designed at a design gyration number ( $N_{des}$ ) of 65 gyrations and initial gyration number ( $N_{ini}$ ) of 6 gyrations. Ensure 4.75 mm mixes, ( $N_{des}$ ) are designed at 50 gyrations, and ( $N_{ini}$ ) at 6 gyrations. Open-graded mix designs will be designed by the Department in accordance with GDT 114. In all cases, the procedure for measuring Maximum Specific Gravity ( $G_{mm}$ ) is AASHTO T 209. In addition to gradation and volumetric analysis, ensure mix designs include the following performance tests, as applicable.
  2. Performance Test:
    - a. Permeability test: Ensure Superpave and Stone Matrix mix designs include testing according to GDT -1 Measurement of Water Permeability of Compacted Asphalt Paving Mixtures. Ensure specimen air voids for this test are  $6.0 \pm 1.0$  %. The average permeability of three specimens may not exceed 3.60 ft per day ( $125 \times 10^{-5}$  cm per sec).
    - b. Moisture susceptibility test: Fabricate and test specimens in accordance with GDT 66, when required by the Office of Materials and Testing due to visible signs of stripping in laboratory fabricated or plant produced asphaltic concrete mixtures, ensure specimen air voids for this test are  $7.0 \pm 1.0$ % for all mixes excluding Stone Matrix mixes. Ensure specimen air voids for this test are  $6.0 \pm 1.0$ % for Stone Matrix mixes. The minimum tensile splitting ratio is 0.80, except a tensile splitting ratio of no less than 0.70 may be acceptable if all individual strength values exceed 100 psi (690 kPa). Ensure average splitting strength of the three conditioned and three controlled samples are not less than 60 psi (415 kPa) for either group. Ensure retention of coating as determined by GDT 56 is not less than 95%.
    - c. Hamburg Wheel-Tracking Test for rutting and moisture susceptibility test: Ensure mix designs of all mix types except Open-graded Surface Mixes (OGFC and PEM), and Open-graded Crack Relief Interlayer (OGI) mix, include testing in accordance with AASHTO T 324. Ensure specimen air voids for this test are  $7.0 \pm 1.0$ % for all mix types and at a testing temperature of  $50^{\circ}\text{C}$  ( $122^{\circ}\text{F}$ ). Use the testing and acceptance criteria established in Table 2.

**TABLE 2 – HAMBURG WHEEL TRACKING DEVICE TESTING AND ACCEPTANCE CRITERIA**

Binder Performance Grade (PG)	Mix Type	Number of Passes	Maximum Rut Depth	Stripping Inflection Point
PG 64-22 and PG 67-22	4.75 mm, 9.5 mm SP Type I, and 9.5 mm SP Type II	15,000	$\leq 12.5$ mm	$> 15,000$
PG 64-22 and PG 67-22	12.5 mm SP, 19 mm SP and 25 mm SP	20,000	$\leq 12.5$ mm	$> 20,000$
PG 76-22	All Mix types	20,000	$\leq 12.5$ mm	$> 20,000$

Tested specimens shall be inspected for any visible signs of stripping and any mix design's tested specimens that fail to maintain 95% of asphalt cement coating, as described in GDT 56 section D.2.d, will be required to meet specified requirements for GDT 66 as detailed in 828.2.B.2.b.

- d. Fatigue testing: The Department may verify dense-graded mix designs by fatigue testing according to AASHTO T 321 or other procedure approved by the Department.

## Section 828 — Hot Mix Asphaltic Concrete Mixtures

### C. Acceptance

See Subsection 106.03 and Section 400. Ensure individual test results meet the Mixture Control Tolerances listed in Subsections 828.2, 828.2.01, 828.2.02, 828.2.03, or 828.2.04, whichever applies with the following exception. Ensure field verification results for rutting susceptibility tests performed on laboratory fabricated and/or roadway cores obtained from asphalt plant produced mixtures meet specified requirements for AASHTO T 324 as detailed in Subsection 828.2.B.2.c. All GDOT approved mix designs are required to have full field mix design verifications, using plant produced mixture, sampled by the contractor and submitted to the applicable GDOT laboratory (Central or District) at a minimum of once per two years. Field mix design verification results that fail to comply with performance testing specified in Subsection 828.2.B will require a complete laboratory mix design verification, to be completed by the original mix designer, for continued use of that design. If a mix design has not been produced within two years, a full field mix design verification will be sampled by the contractor and submitted to the applicable GDOT laboratory (Central or District) on the first Lot produced thereafter. Any mix design that fails to meet performance test requirements established in Subsection 828.2.B, using laboratory fabricated specimens due to failing field mix design results, may subject that mix design to invalidation after the field mix design verification results are confirmed with a second field mix design verification. Field mix design verifications as specified in Section 402, Section 400, SOP 2 and GSP 21, are not precluded by the requirements specified herein.

### D. Materials Warranty

See General Provisions 101 through 150.

## 828.2.01 Open-Graded Surface Mixtures

### A. Requirements

Produce the mixture according to an approved mix design and Job Mix Formula. Ensure Open-Graded Surface Mixtures meet the following mixture control tolerances and mix design criteria:

Sieve Size	Mixture Control Tolerance, %	Design Gradation Limits, % Passing		
		9.5 mm OGFC	12.5 mm OGFC	12.5 mm PEM
3/4 in. (19 mm) sieve	±0.0		100*	100*
1/2 in. (12.5 mm) sieve	±6.1	100*	85-100	80-100
3/8 in. (9.5 mm) sieve	±5.6	85-100	55-75	35-60
No. 4 (4.75 mm) sieve	±5.7	20-40	15-25	10-25
No. 8 (2.36 mm) sieve	±4.6	5-10	5-10	5-10
No. 200 (75 µm) sieve	±2.0	2-4	2-4	1-4
Range for % AC	±0.4	6.0-7.25	5.75-7.25	5.5-7.0
Class of stone (Section 800)		"A" only	"A" only	"A" only
Drain-down (AASHTO T305), %		<0.3	<0.3	<0.3

\* Mixture control tolerance is not applicable to this sieve for this mix.

1. In 12.5 mm and 9.5 mm OGFC and 12.5 mm PEM mixes, use only PG 76-22 asphalt cement (specified in Section 820).
2. Ensure all OGFC and PEM mixes include a stabilizing fiber of the type (cellulose or mineral) specified in the mix design and meeting the requirements of Section 819. Ensure the dosage rate is as specified in the mix design and sufficient to prevent drain-down exceeding the above tolerance.

### B. Fabrication

See Section 400.

## Section 828 — Hot Mix Asphaltic Concrete Mixtures

### 828.2.02 Stone Matrix Asphalt Mixtures

#### A. Requirements

Produce the mixture according to an approved mix design and Job Mix Formula. Ensure Stone Matrix Asphalt mixtures meet the following mixture control tolerances and mix design criteria:

Sieve Size	Mixture Control Tolerance	Design Gradation Limits, Percent Passing		
		9.5 mm SMA	12.5 mm SMA	19 mm SMA
1 in. (25 mm) sieve	±0.0			100*
3/4 in. (19 mm) sieve	±7.0	100*	100*	90-100
1/2 in. (12.5 mm) sieve	±6.1	98-100**	85-100	44-70
3/8 in. (9.5 mm) sieve	±5.6	70-100	50-75	25-60
No. 4 (4.75 mm) sieve	±5.7	28-50	20-28	20-28
No. 8 (2.36 mm) sieve	±4.6	15-30	16-24	15-22
No. 50 (300 µm) sieve	±3.8	10-17	10-20	10-20
No. 200 (75 µm) sieve	±2.0	8-13	8-12	8-12
Range for % AC (Note 1)	±0.4 (Note 2)	6.0-7.5	5.8-7.5	5.5-7.5
Design optimum air voids (%)		3.5 ±0.5	3.5 ±0.5	3.5 ±0.5
% aggregate voids filled with AC (VFA)		70-90	70-90	70-90
Tensile splitting ratio after freeze-thaw cycle GDT-66		80%	80%	80%
Drain-down (AASHTO T305), %		<0.3	<0.3	<0.3

\*Mixture control tolerance is not applicable to this sieve for this mix.

\*\*Mixture control tolerance is ± 2.0% for this sieve for 9.5 mm SMA mixes placed at spread rates greater than 135 lb./yd<sup>2</sup>. For 9.5 mm SMA mixes placed at spread rates of 135 lb./yd<sup>2</sup> or less, 100 % passing is required on this sieve.

**Note 1:** Range for % AC is Original Optimum AC (OOAC) at 35 gyrations (Gyratory compactor) or 50 blows (Marshall compactor) prior to Corrected Optimum AC (COAC) calculation detailed in GDT 123 (Appendix A)

**Note 2:** Quality Acceptance Test Results for AC content that deviate > ± 0.3% from the approved Job Mix Formula (JMF) consistently over three lots may subject the mix to a revised AC content on project JMF at the discretion of the State Materials Engineer based on statistical trend.

1. Ensure SMA mixtures are compacted at 35 gyrations with the Superpave Gyratory compactor or 50 blows with the Marshall compactor.
2. Ensure SMA mixtures contain mineral filler and fiber stabilizing additives and meet the following requirements:
  - a. Asphalt cement grade PG-76-22 (specified in Section 820) is required in all SMA mixtures.
  - b. Aggregates for SMA meet the requirements of Subsection 802.2.02.A.3.
  - c. Use the approved mineral filler specified in the mix design and meeting the requirements of Section 883. Approved sources of mineral filler are listed in QPL 81.

Use the approved Fiber Stabilizing Additive of the type (cellulose or mineral) specified in the mix design and meeting the requirements of Section 819. Approved sources of Fiber Stabilizing Additive are listed in QPL 77.

## Section 828 — Hot Mix Asphaltic Concrete Mixtures

The dosage rate will be as specified in the mix design and sufficient to prevent drain-down exceeding the above tolerance.

### B. Fabrication

See Section 400.

### 828.2.03 Superpave Asphalt Concrete Mixtures

#### A. Requirements for Superpave Mixtures (except Parking Lot Mixtures)

Produce the mixture according to an approved mix design and Job Mix Formula. Ensure Superpave Asphalt Concrete mixtures meet the following mixture control tolerances and mix design limits:

1. Gradation limits for Superpave mixtures are as follows:

Sieve Size	Mixture Control Tolerance	Design Gradation Limits, Percent Passing				
		9.5 mm Superpave Type I	9.5 mm Superpave Type II	12.5 mm Superpave (Note 1)	19 mm Superpave	25 mm Superpave
1½ in. (37.5 mm)						100*
1 in. (25.0 mm)	± 8.0			100*	100*	90-100
¾ in. (19.0 mm)	±8.0**	100*	100*	98-100****	90-100	55-89**
½ in. (12.5 mm)	±6.0***	98-100****	98-100****	90-100	60-89***	50-70
⅜ in. (9.5 mm)	±5.6	90-100	90-100	70-89	55-75	
No. 4 (4.75 mm)	±5.6	65-85	55-75			
No. 8 (2.36 mm)	±4.6	48-55	42-47	38-46	32-36	30-36
No. 200 (75 µm)	±2.0	5.0-7.0	5.0-7.0	4.5-7.0	4.0-6.0	3.5-6.0
Range for % AC (Note 3)	± 0.4 (Note 2)	5.50-7.25	5.25-7.00	5.00-6.25	4.25-5.50	4.00-5.25

\* Mixture control tolerance is not applicable to this sieve for this mix.

\*\* Ensure mixture control tolerance is within ± 10.0% for this sieve for 25 mm Superpave.

\*\*\*Ensure mixture control tolerance is within ± 8.0% for this sieve for 19 mm Superpave.

\*\*\*\*Ensure mixture control tolerance is within ± 2.0% for this sieve for 12.5 mm and 9.5 mm mixes.

**Note 1:** Use PG 76-22 in 12.5 mm Superpave, excluding shoulder construction, on all projects with ADT greater than 25,000 as detailed in the Contract Pay Item.

**Note 2:** Quality Acceptance Test Results for AC content deviating > ± 0.3 % from the approved Job Mix Formula (JMF) consistently over three Lots may subject the mix to a revised AC content on the project JMF at the discretion of the State Materials Engineer based on statistical trend.

**Note 3:** Range for % AC is Original Optimum AC (OOAC) at 65 gyrations prior to the Corrected Optimum AC (COAC) calculation detailed in SOP 2 (Appendix D).

## Section 828 — Hot Mix Asphaltic Concrete Mixtures

2. Volumetric limits are as follows:

Design Parameter	Mix Type	Limits
% of Max. Specific Gravity (Gmm) at design gyrations, (Ndes)	All	96%
% Gmm at the initial number of gyrations, Ni	All	91.5% maximum
% voids filled with asphalt (VFA) at Ndes	9.5 mm Type I	Min. 72; Max. 80
	9.5 Type II and 12.5 mm	Min. 72; Max. 76
	19 mm	Min. 71; Max 76
	25 mm	Min. 69; Max 76
Fines to effective asphalt binder ratio (F/Pbe)	9.5 mm Type I	0.6 to 1.4
	All other types	0.8 to 1.6
Minimum Film Thickness (microns)*	All	> 7.00
Minimum % Voids in Mineral Aggregate (VMA) Note: VMA shall be calculated using the effective specific gravity of the aggregate (Gse). See SOP-2SP.	25 mm	13.0
	19 mm	14.0
	12.5 mm	15.0
	9.5 Type I	16.0
	9.5 Type II	16.0

\*Superpave Mixtures approved prior to January 31, 2012, may be adjusted to meet Minimum Film Thickness requirements by the State Materials Engineer.

### B. Requirements for Superpave Parking Lot Mixes (NOT FOR STANDARD HIGHWAY/STREET PAVING)

1. Surface layers for parking facilities:

Sieve Size	Mixture Control Tolerance	Design Gradation Limits, Percent Passing		
		4.75 mm Mix	9.5 mm Superpave Type I	9.5 mm Superpave Type II
1 in. (25.0 mm) sieve	± 8.0			
3/4 in. (19.0 mm) sieve	±8.0**		100*	100*
1/2 in. (12.5 mm) sieve	±6.0	100*	98-100****	98-100****
3/8 in. (9.5 mm) sieve	±5.6	90-100	90-100	90-100
No. 4 (4.75 mm) sieve	±5.6	75-95	65-85	55-75
No. 8 (2.36 mm) sieve	±4.6	60-65	48-55	42-47
No. 50 (300 µm) sieve	+3.8	20-50		
No. 200 (75 µm) sieve	±2.0	4-12	5.0-7.0	5.0-7.0
Range for Total AC	+ 0.4	6.00 - 7.50	5.50 - 7.25	5.25 - 7.00



## Section 828 — Hot Mix Asphaltic Concrete Mixtures

### 2. Subsurface layers for parking facilities:

Sieve Size	Mixture Control Tolerance	Design Gradation Limits, Percent Passing		
		12.5 mm Superpave	19 mm Superpave	25 mm Superpave
				100*
1 in. (25.0 mm) sieve	± 8.0	100*	100*	90-100
3/4 in. (19.0 mm) sieve	±8.0**	98-100****	90-100	55-89**
1/2 in. (12.5 mm) sieve	±6.0***	90-100	60-89***	50-70
3/8 in. (9.5 mm) sieve	±5.6	70-89	55-75	
No. 8 (2.36 mm) sieve	±4.6	38-46	32-36	30-36
No. 200 (75 µm) sieve	±2.0	4.5-7.0	4.0-6.0	3.5-6.0
Range for Total AC	+ 0.4	5.00 - 6.25	4.25 - 5.50	4.00 - 5.25

All \* and notes apply to both 828.2.03.B.1 and 828.2.03.B.2.

\*Mixture control tolerance is not applicable to this sieve for this mix.

\*\*Ensure mixture control tolerance is within ±10.0% for this sieve for 25 mm Superpave mixes.

\*\*\* Ensure mixture control tolerance is within ±8.0% for this sieve for 19 mm Superpave mixes.

\*\*\*\*Ensure mixture control tolerance is within ±2.0% for this sieve for 12.5 mm and 9.5 mm Superpave mixes.

**Note 1:** Quality Acceptance Test Results for AC content deviating  $> \pm 0.3$  % from the approved Job Mix Formula (JMF) consistently over three Lots may subject the mix to a revised AC content on the project JMF at the discretion of the State Materials Engineer based on statistical trend.

**Note 2:** Range for % AC is Original Optimum AC (OOAC) at 65 gyrations prior to the Corrected Optimum AC (COAC) calculation detailed in SOP 2 (Appendix D).

### 3. Volumetric limits for parking facilities are as follows:

Design Parameter	Mix Type	Limits
% of Max. Specific Gravity (Gmm) at design gyrations, Ndes)	All	96%
% Gmm at the initial number of gyrations, Ni	All	91.5 % maximum
% voids filled with asphalt (VFA) at Ndes	9.5 mm Type I	Min. 72; Max. 80
	9.5 Type II and 12.5 mm	Min. 72; Max. 78
	19 and 25 mm	Min. 71; Max 76
Fines to effective asphalt binder ration (F/Pbe)	9.5 mm Type I	0.6 to 1.4
	All other types	0.8 to 1.6
Minimum Film Thickness (microns)*	4.75 mm	> 6.00
	All other types	> 7.00
Minimum % Voids in Mineral Aggregate (VMA)	25 mm	13.0

## Section 828 — Hot Mix Asphaltic Concrete Mixtures

Design Parameter	Mix Type	Limits
Note: VMA shall be calculated using the effective specific gravity of the aggregate (Gse). See SOP-2	19 mm	14.0
	12.5 mm	15.0
	9.5 mm Types I, II	16.0

\* Mixtures approved prior to January 31, 2012, may be adjusted to meet Minimum Film Thickness requirements by the State Materials Engineer.

### C. Fabrication

See Section 400.

## 828.2.04 Fine-Graded Mixtures

### A. Requirements

Produce the mixture according to an approved mix design and Job Mix Formula. Ensure that fine-graded mixtures meet the following mixture control tolerances and design limits:

ASPHALTIC CONCRETE - 4.75 mm Mix		
Sieve Size	Mixture Control Tolerance	Design Gradation Limits, % passing
1/2 in. (12.5 mm) sieve*	±0.0	100*
3/8 in. (9.5 mm) sieve	±5.6	90-100
No. 4 (4.75 mm) sieve	±5.7	75-95
No. 8 (2.36 mm) sieve	±4.6	60-65
No. 50 (300 µm) sieve	±3.8	20-50
No. 200 (75 µm) sieve	±2.0	4-12
Range for % AC	±0.4	6.00 – 7.50
Design optimum air voids (%)		4.0 – 7.0
% Aggregate voids filled with AC		60 - 80
Minimum Film Thickness (microns)		> 6.00

\* Mixture control tolerance is not applicable to this sieve for this mix.

Note 1: Quality Acceptance Test Results for AC content deviating  $> \pm 0.3$  % from the approved Job Mix Formula (JMF) consistently over three Lots may subject the mix to a revised AC content on the project JMF at the discretion of the State Materials Engineer based on statistical trend.

Note 2: Range for % AC is Original Optimum AC (OOAC) at 50 gyrations prior to the Corrected Optimum AC (COAC) calculation detailed in SOP 2 (Appendix D).

### B. Fabrication

See Section 400.

### C. Acceptance

See Subsection 106.3 and Section 400. Ensure individual test results meet the Mixture Control Tolerances listed in Subsections 828.2, 828.2.01, 828.2.02, 828.2.03, 828.2.04, whichever applies.

### D. Materials Warranty

See General Provisions 101 through 150.