

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
FURNISHING AND DELIVERING  
BITUMINOUS MAINTENANCE MATERIAL**

**November 1, 2008**

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**SECTION 1: GENERAL**

All correspondence, invoices, shipping data, etc., should be directed to the respective Region or Area to which the correspondence pertains.

Hereafter, the Department of Transportation shall be referred to as the Department, and the Division of Operations shall be referred to as the Division.

The Contractor agrees to provide services in compliance with the American with Disabilities Act of 1990.

**SECTION 2: SPECIFICATIONS**

Unless otherwise covered herein, the governing Specifications are the South Dakota Department of Transportation Standard Specifications for Roads and Bridges, 2004 Edition.

Liquid asphalt materials, asphalt binders, asphalt emulsions, petroleum resin-oil base emulsion, and rubber/asphalt crack sealant shall conform to the following requirements:

1. **Rubber/Asphalt Crack Sealant** shall be composed of a homogenous blend of ground vulcanized rubber and asphalt cement or a blend of approximately 60% vulcanized rubber and 40% devulcanized rubber and asphalt cement. Fillers, plasticizers and thermoplastic rubber may be added as necessary to meet specifications. The proportions of the two materials, by volume of mixture, shall be as follows:

Asphalt Cement plus Fillers, Plasticizers and Calcium Carbonate	80% ± 3%
Rubber of which 3% may be thermoplastic rubber	20% ± 3%

The ground rubber shall be free of fabric, wire, cord, and other foreign material. A maximum of 4% calcium carbonate may be included to prevent particles from sticking together. The ground rubber prior to combining with asphalt shall meet the following requirements:

- a. Gradation

Sieve Size	Vulcanized Rubber % Passing	60% Vulcanized Rubber 40% Devulcanized Rubber % Passing
No. 8	100	100
No. 10	95-100	
No. 30	0-55	40-80
No. 50	0-20	15-40
No. 100	0-15	

- b. Specific Gravity: 1.15 minimum, 0.02 maximum
- c. The ground rubber, irrespective of diameter, shall be less than one-quarter inch in length.

The asphalt cement prior to combining with the rubber shall conform to one of the following grade designation specifications:

Penetration Grade 120-150	AASHTO M 20
Viscosity Grade AC-5	AASHTO M 226 (Table 1)

The Rubber/Asphalt Crack sealant shall meet the following test requirements:

- a. Flow Limits (AASHTO T 187): 1.0 to 5.0 cm.
  - b. Method of Test of Rubber Asphalt Joint Sealant with Asphalt Concrete for Compatibility (SD-302): Compatible
  - c. In addition to meeting compatibility requirements of SD-302, the material shall meet SD-302 compatibility requirements when tested by the following procedure:
    - (1) The asphalt concrete test specimen shall be cooled to a constant temperature of 0°F.
    - (2) The specimen shall be removed from the cooling unit and the test groove immediately filled with joint sealant at the manufacturer's recommended application temperature.
    - (3) The specimen shall be immediately returned to the cooling unit and re-cooled to a constant temperature of 0°F.
    - (4) The block shall be removed from the cooling unit and exposed to room temperature (72°F. ± 4°F.) for a period of 4 hours ± 10 minutes. The specimen shall be qualitatively examined for incompatibility at this time.
  - d. Low Temperature Mandrel Bend Test: A sample (4" long x 1" wide x 1/8" thick) cooled to a constant temperature of 0°F. shall show no evidence of cracking when bent 90 degrees in 10 seconds over a 1" mandrel.
  - e. The Flash Point (Cleveland Open Cup) for the sealant shall be at minimum 75°F. higher than the safe heating or application temperature (whichever is higher) for the material.
  - f. The sealant shall not contain water or volatile solvents and shall cure immediately on cooling to a viscosity sufficient to prevent tracking by traffic.
2. **Hot Poured Elastic Joint Sealer** shall be the Modified type and not the Standard type. It shall conform to the requirements of section 350 of the Standard Specifications for

Roads and Bridges 2004 edition. Only materials listed on the Department's Approved Products List are to be quoted and supplied for this contract.

3. **Rubber/Asphalt Crack Sealant and Hot-Poured Elastic Joint Sealer** shall be furnished in 30 ± pound blocks each wrapped individually in plastic liner and packaged 2 per cardboard box, or, 1 per 5-6 gallon pail. The total weight of each filled container shall not exceed 65 pounds. Material furnished in palletized cardboard boxes shall not be stacked more than 50 inches high on the pallet. The pallet shall be enclosed with plastic and banded with 4 bands tightened and crimped. Two of the bands shall extend vertically around the pallet and boxes, one band shall go horizontally around the center of the top layer of boxes and one band shall go horizontally around center of the bottom layer of boxes. The following data shall be clearly printed on each filled container: Manufacturers name, material designation, safe heating and application temperature, and lot or batch number.

### **SECTION 3: MATERIAL ORDERING, DELIVERY, AND ACCEPTANCE**

Shipment of contract materials is to be made only when and as authorized by telegram, facsimile, telephone, or by letter from an agent of the Department. Department agents from the Region and Area Offices will be authorized to place material orders with the Contractor.

The Department's agent will provide the Contractor's agent with the following information when placing an order:

1. Agent's name and identification with the Department,
2. Material type and quantity,
3. Time, date and location of delivery,
4. Truck transport pump requirements,
5. Name and telephone number of an individual to contact in case of delivery problem, and
6. Billing address for invoice and other support documentation.

Time and date of delivery becomes binding for the purpose of assessment of liquidated damages when the Contractor accepts the order.

It will be permissible for the Department to order different viscosity and penetration grades under the same specification description or grade, without incurring liability for increased cost, such as RC-250, in place of RC-70 and the like.

Should the Contractor be unable to furnish the materials within reasonable time, and in the quantity and quality stipulated in Contractor's Contract, it then becomes the Contractor's obligation to obtain the material from another supplier at no additional cost to the State. If the Contractor fails to obtain material as stated above, the State may then, at its option cancel the unexpired portion of that contract; or the State may purchase from other companies such amounts of material as the Contractor fails to furnish, in which case all costs and expenses in excess of the amounts which would be due the Contractor for furnishing these materials shall be charged to and paid for by the Contractor. Any such costs may at the option of the State, be paid

by the State and deducted from the amount then due the Contractor and the Contractor and his surety agree to promptly pay any remaining costs and expenses. The Contractor will not be held responsible for his failure to furnish if such failure is caused by acts of the War Department or a general strike. Proof that failure to furnish as ordered is due to any of the above mentioned causes must be made immediately to the Department of Transportation, Division of Operations, Pierre, South Dakota 57501-2586. Reasonable delivery time shall be understood to be within 24 hours from receipt of order on truck shipments.

Delivery of crack sealant and joint sealers shall be made within 14 calendar days from date of order. Liquidated damages in the amount of \$250/day will be assessed for each calendar day the 14-day maximum delivery time is exceeded.

Liquid asphalt, asphalt binders, asphalt emulsions, and petroleum resin-oil base emulsions shall be delivered in truck transport loads not to exceed 55,000 pounds net weight unless larger loads are specified. Suppliers must advise the SDDOT at the time an order is placed when SDDOT's order does not meet the suppliers shipping minimum. The supplier must further advise SDDOT what their minimum order is, what additional charges will be invoked, and receive confirmation from the SDDOT that the charges are acceptable prior to accepting the order. A truck transport with a pump to unload the material will be provided when requested at an additional charge of \$50. Liquidated damages may be assessed against the Contractor where the late delivery of a material results in a project delay or project rescheduling. For a late delivery resulting in a project delay, the Contractor may be assessed for the Department's cost of lost personnel productivity time, including wage additives. For a late delivery resulting in project rescheduling, the Contractor may be assessed for the Department's cost of lost personnel productivity time, including wage additives, and the equipment costs incurred by the Department due to the rescheduling.

Liquid Asphalt and asphalt binder delivered by Truck Transport shall be delivered hot. Asphalt binder shall have a minimum delivery temperature 10°F. higher than the minimum mix temperature as determined from the Contractor supplied viscosity chart or the graphing application of the Contractor supplied temperatures at which the material has a kinematic viscosity of 150 and 300 centistokes. Minimum delivery temperature for the various grades of liquid asphalt shall meet the following requirements:

Grade	Temperature - °F.
70	120
250	140
800	180
3000	210

The Contractor's delivery agent shall provide the following documentation to the Department's accepting agent at the time of delivery:

1. Stamped Weight Slips from which the weight of the delivered material is determined.
2. Certificate of Compliance: The certificate may be furnished separately or included in the Bill of Lading.

3. Bill of Lading.
4. For a liquid asphalt or asphalt binder:
  - a. A viscosity chart or the temperatures at which the material has a kinematic viscosity of 50, 150, 200, and 300 centistokes to enable the determination of the material's mixing or spraying temperature.
  - b. Specific Gravity.

The Department's accepting agent will accept delivery of the material if all of the following conditions are met:

1. The material was ordered by a Department agent.
2. The material is the type and quantity ordered.
3. The material meets the required delivery temperature.
4. All of the above listed delivery documentation is supplied.
5. The delivery time does not require rescheduling of the project.

A material is considered delivered and a delivery time established when the Department's accepting agent accepts delivery of the material. A delivery is considered late if the delivery time is later than the delivery time established when the material was ordered. Failure of the Contractor to get delivery acceptance may result in liquidated damages being assessed against the Contractor due to a late delivery.

In every case, the Department shall be allowed a minimum of two (2) hours after the established delivery time in which to unload the delivered material without incurring any additional fees, charges, or demurrage. Any unloading time in excess of two hours will be measured and paid in half hour increments at a rate of \$60/hr.

Although the Department will accept the material on the basis of a Certificate of Compliance, the Department reserves the right to sample, test and make final acceptance of material after delivery to the project. The material represented by the sample may be rejected for use if the laboratory tests on the sample do not satisfactorily meet the requirements of the applicable specifications. In the event material found to be out-of-specification has been used, a determination of price adjustment will be made according to the degree and nature of non-conformance.

Sampling of liquid asphalt, asphalt binder, emulsified and petroleum-oil base emulsion will be in accordance with South Dakota Test 301, Method of Sampling Asphalt Materials. Trucks transporting liquid asphalt, asphalt binder, asphalt emulsion, or petroleum resin-oil base emulsion shall be equipped with a bulkhead-sampling valve or provide a means to obtain an in-line sample.

#### **SECTION 4: METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Liquid asphalt, asphalt binder, emulsified asphalt, and petroleum-oil base emulsion will be measured by the ton (consisting of 2000 pounds avoirdupois) to the nearest one-hundredth (0.01) ton, furnished and accepted. Rubber/Asphalt Crack Sealant & Hot Poured Elastic Joint Sealer will be measured by the pound to the nearest one-tenth (0.1) pound, furnished and accepted.

As soon as possible after shipment, the Contractor shall send two (2) copies of the invoice along with a copy of the Certificate of Compliance to the address given by the Department’s ordering agent or to the address of the Department’s Region or Area to which the material was shipped. The invoice must show all data concerning the shipment (date shipped, material, destination, weight, unit cost, item number and reference number). Table 3 provides various Region and Area addresses. Price decreases are acceptable on invoices presented for payment.

<b>TABLE 3</b>		
<b>REGION</b>	<b>AREA</b>	<b>SEND INVOICES TO:</b>
Aberdeen	Aberdeen Watertown Huron	Department Of Transportation PO Box 1767 Aberdeen, SD 57402-1767
Mitchell	Mitchell	Department Of Transportation PO Box 1206 Mitchell, SD 57301-7206
Mitchell	Sioux Falls	Department Of Transportation 5316 W. 60th St. N. Sioux Falls, SD 57107
Mitchell	Yankton	Department Of Transportation 1306 W 31st St. Yankton, SD 57078-9662
Pierre	Pierre	Department Of Transportation 104 South Garfield Pierre, SD 57501
Pierre	Mobridge	Department Of Transportation PO Box 488 Mobridge, SD 57601-0448
Pierre	Winner	Department Of Transportation PO Box 771 Winner, SD 57580-0771
Rapid City	Rapid City Belle Fourche Custer	Department Of Transportation PO Box 1970 Rapid City, SD 57709-1970

Additional compensation will not be allowed for freight rate increases that become effective during the first 180 days of the contract. Additional compensation will be allowed for verified freight rate increases that become effective after the first 180 days of the contract. The Contractor must submit a request to the Division for an increase in freight rate, together with such documents as are needed to verify the increase is in effect. If approved, additional

compensation will be allowed for all shipments made after the date the request is received by the Division. Freight cost increases shall be entered and extended as a separate item on the invoice. No change will be permitted in the unit price of the base item.

Inasmuch as the Items covered by the Contract are billed and shipped to the Department, the Contractor will not be required to pay the South Dakota State Sales Tax. No certificates of exemption from this tax are required.

Payment for material will be made in accordance with SDCL 5-26-2.