

**SECTION 355**  
**VALUE ADDED PORTLAND**  
**CEMENT CONCRETE PAVEMENT**

**355-1 Description.**

Construct Value Added Portland Cement Concrete Pavement (Concrete Pavement), subject to a five year warranty period after final acceptance of the Contract in accordance with 5-11. This Section applies only to new pavements, including added lanes.

Submit each mix design to the Engineer at least 14 days prior to any paving work.

Perform all the associated work specified in this Section including continued responsibility for performing all remedial work associated with pavement distresses exceeding threshold values determined in accordance with this Section and as to which notice was provided to the Contractor.

The work specified in this Section will not be paid for directly, but will be considered as incidental to other Contract items.

**355-2 Materials and Construction Requirements.**

Meet the requirements of the following:

Portland Cement Concrete .....	Section 346
Cement Concrete Pavement .....	Section 350
Grinding Concrete Pavement .....	Section 352

**355-3 Statewide Disputes Review Board.**

The Statewide Disputes Review Board in effect for this Contract will resolve any and all disputes that may arise involving administration and enforcement of this Specification. The Contractor and the Department acknowledge that use of the Statewide Disputes Review Board is required, and the determinations of the Statewide Disputes Review Board for disputes arising out of this Specification will be binding on both the Contractor and the Department, with no right of appeal by either party.

Meet the requirements of 8-3.

**355-4 Pavement Evaluation and Remedial Work.**

**355-4.1 General:** The Department's Pavement Condition Survey Program along with observations by the Engineer will be used as the basis for determining the extent and the magnitude of the pavement distresses occurring on the project. In the event the level of distress exceeds any of the threshold values defined below, remedial work as described in 355-5 by the Contractor will be required.

The Department will monitor the pavement for distresses and may require remedial action at any time. The Department may conduct a Pavement Condition Survey of the value added pavement following the final acceptance of the project, and at intermediate times throughout the warranty period with findings provided when considered by the Department to be the obligation of the Contractor.

The final survey, if determined by the Engineer to be necessary, will be conducted before the end of the warranty period with results provided to the Contractor for those conditions exceeding contract threshold values requiring remedial action that the Department believes to be an obligation of the Contractor. The Department will be responsible for all costs associated with the surveys.

If the survey findings, intermediate or final, are to be disputed by the Contractor, written notification must be submitted to the Engineer within 30 calendar days of the date of receipt of the information from the Department.

During the warranty period, the Contractor may monitor the pavement using nondestructive methods and may participate with the Department in the Pavement Condition Surveys upon request. Do not conduct any coring, milling or other destructive methods without prior approval by the Engineer.

**355-4.2 Distress Indicators:** The Department will use Ride, Spalling and Cracking, as distress indicators in accordance with the Rigid Pavement Condition Survey Handbook to evaluate the Concrete Pavement. Ride Number (RN) will be established by Laser Profiler in accordance with FM 5-549. For ride evaluation purposes, the project will be subdivided into lots of 0.1 mile per lane and partial lots which are segments that are less than 0.1 mile. For the purposes of threshold values and remedial work, partial lots and lots will be treated as lots.

**355-4.3 Threshold Values and Remedial Work:** Threshold values and associated remedial work for the Concrete Pavement are specified in Table 355-1.

TABLE 355-1 Concrete Pavement Threshold Values and Remedial Work		
Type of Distress	Threshold Values	Remedial Work
Ride	Ride Number < 3.50	Grind all deficient lots and partial lots in accordance with Section 352.
Spalling in the wheel path	Four areas in any Lane Mile exceeding 1 inch in width and exceeding 6 inches in length OR any single area exceeding 3 inches in width.	Full depth slab replacement for a minimum of 6 feet in length and the full width of the slab in accordance with Section 353.
Spalling outside the wheel path	Four areas in any Lane Mile exceeding 1 1/2 inches in width and 12 inches in length OR any single area exceeding 3 inches in width and 12 inches in length.	Full depth slab replacement for a minimum of 6 feet in length and the full width of the slab in accordance with Section 353.
Cracking	Four Cracks in any Lane Mile with width exceeding 1/8 inch OR any Crack exceeding 3/16 inch.	Full depth slab replacement for a minimum of 6 feet in length and the full width of the slab in accordance with Section 353.
Shattered Slab	Cracking patterns that divide the slab into three or more segments	Full slab replacement in accordance with Section 353.

**355-5 Remedial Work.**

Perform all necessary remedial work described in this Section at no cost to the Department. Should an impasse develop in any regard as to the need for remedial work or the extent required, the Statewide Disputes Review Board will render a final decision by majority vote.

Remedial work will not be required if any one of the following conditions is found to apply:

1. Determination that the pavement thickness design as provided by the Department is deficient. The Department will make available a copy of the original pavement thickness design package and design traffic report to the Contractor upon request. The Contractor will be responsible for performing all remedial work associated with the pavement distress if the pavement design is provided by the Contractor.

2. Determination that the Accumulated ESALs (Number of 18 Kip Equivalent Single Axle Loads in the design lane) have increased by 25% or more than the Accumulated ESALs used by the Department for design purposes for the warranty period for the pavement design life. In calculating ESALs, the Average Annual Daily Traffic (AADT) will be obtained from the Department's traffic count data and the T24 (Percent Heavy Trucks during a 24 hour period) will be obtained from the Department's traffic classification survey data.

3. Determination that the deficiency was due to the failure of the existing underlying layers that were not part of the Contract work.

4. Determination that the deficiency was the responsibility of a third party or its actions, unless the third party was performing work included in the Contract.

If a measured distress value indicates remedial action is required per Table 355-1, begin remedial work within 45 calendar days of notification by the Department or a ruling of the Statewide Disputes Review Board. The Statewide Disputes Review Board will determine the allowable duration for the completion of the remedial work, but not to exceed 6 months.

If remedial action is necessary and forensic information is required, it is the responsibility of the Contractor to determine the source of the distress. The Contractor will not be responsible for damages to the pavement as a result of any forensic activities conducted at the discretion of the Engineer.

As applicable to distress criteria for ride, when two lots requiring remedial action or a partial lot and a lot are not separated by three or more lots not requiring remedial action, the remedial work shall be required for the total length of all such contiguous lots and partial lots, including the intermediate lots not requiring remedial action.

The Contractor has the first option to perform all remedial work, as determined by the Department. If, in the opinion of the Engineer, the problem poses an immediate danger to the traveling public and the Contractor cannot provide temporary mitigation for the defect within 4 hours of written notification and restore the pavement to its original design condition within 72 hours of written notification, the Engineer has the authority to have the remedial work performed by other forces. Temporary mitigation includes the use of traffic control systems such as barricades, drums, or other approved devices to secure the area including lane closures if necessary, and constructing temporary repairs making it safe for the roadway user until the defect can be restored to its original design condition. The Contractor is responsible for all incurred costs of the work performed by other forces should the problem (remedial work) be determined to be the responsibility of the Contractor. Remedial work performed by other forces does not alter any of the requirements, responsibilities or obligations of the Contractor.

Complete all remedial work to the satisfaction of the Engineer. Any disputes regarding the adequacy of the remedial work will be resolved by the Statewide Disputes Review Board. Approval of remedial work does not relieve the Contractor from continuing responsibility under the provisions of this Specification.

Notify the Engineer in writing prior to beginning any remedial work. Meet the requirements of the Department's Standard Specifications for Road and Bridge Construction and implemented modifications hereto when performing any remedial work. Perform all signing and traffic control in accordance with the Department's Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System. Provide Maintenance of Traffic during remedial work at no additional cost to the Department. Lane closure restrictions listed in the original Contract will apply to remedial work. Written requests to obtain permission for lane closures for either forensic investigation or remedial work must be made to the Engineer 48 hours in advance of any lane closures. Do not perform any lane closures until written permission is given by the Engineer.

If remedial work necessitates a corrective action to the pavement markings, adjacent lanes, or roadway shoulders, perform these corrective actions using similar products at no cost to the Department.

**355-6 Failure to Perform.**

Failure to timely submit any dispute to the Statewide Disputes Review Board, failure to satisfactorily perform any remedial work, or failure to compensate the Department for any remedial work performed by the Department and determined to be the Contractor's responsibility in accordance with this Specification, the Department will suspend, revoke or deny the Contractor's certificate of qualification under the terms of Section 337.16(d)(2), Florida Statutes, for a minimum of 6 months or until the remedial work has been satisfactorily performed (or full and complete payment for remedial work performed by others made to the Department), whichever is longer. Should the Contractor choose to challenge the Department's notification of intent for suspension, revocation or denial of qualification and the Department's action is upheld, the Contractor will have its qualification suspended for an additional minimum of 6 months.

The remedial work is not an obligation of the Contractor's bond required by Section 337.18, Florida Statutes.