



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

THOMAS F. BARRY, JR.
SECRETARY

MEMORANDUM

December 6, 2002

Mr. Donald Davis
Program Operations Engineer
Federal Highway Administration
227 N. Bronough Street, Suite 2015
Tallahassee, Florida 32301

Re: Office of Design, Specifications
Section 355
Proposed Specification: D3550000.D01 - Contractor Guaranteed Portland Cement
Concrete Pavement.

Dear Mr. Davis:

We are submitting, for your approval, a proposed Supplemental Specification for Contractor Guaranteed Portland Cement Concrete Pavement.

This is a new section developed by Tom Byron, of the State Materials Office.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via Email to SP965DB or duane.brautigam@dot.state.fl.us.

If you have any questions relating to this specification change, please call Duane F. Brautigam, State Specifications Engineer at 414-4110.

Sincerely,

Duane F. Brautigam, P.E.
State Specifications Engineer

DFB/jo

Attachment

cc: General Counsel
Florida Transportation Builders' Assoc.
State Construction Engineer

**CONTRACTOR GUARANTEED PORTLAND CEMENT CONCRETE
PAVEMENT.
(REV 11-19-02)**

PAGE 373. The following new Section is added after Section 352.

**SECTION 355
CONTRACTOR GUARANTEED PORTLAND CEMENT CONCRETE PAVEMENT**

355-1 Description.

Construct a Contractor Guaranteed Portland Cement Concrete Pavement (Concrete Pavement) for a minimum 5-year guarantee period.

Assume responsibility for the quality control, production, placement, consolidation, testing and inspection of all concrete mixtures. Assume responsibility for all mix designs and furnish a copy of each mix design to the Engineer at least 14 days prior to any paving work.

Meet the requirements of Sections 346 and 350 for the concrete pavement with the following exceptions:

1. Conduct Quality Control (QC) sampling and testing frequencies as specified in 364-9.1 and 346-9.2, for process control purposes only.
2. The Department will conduct sampling and testing at a minimum of once per 4 LOTs, for informational purposes only.
3. Resolution Procedures are not applicable to this Section. Therefore, 346-9.5 does not apply. In addition, neither the Contractor nor the Department are required to cast "hold" cylinders as specified in 346-9.1

Assume maintenance responsibility for all the associated work specified in this Section for a period of five years minimum after final acceptance of the Contract in accordance with 5-11, including continued responsibility as to any deficiencies discovered by the Department and as to which notice was provided within such maintenance guarantee period until all such pre-existing deficiencies are resolved.

355-2 Control of Quality Documentation.

Develop a Quality Control Program as specified in 6-8 and 6-9.

Prior to monthly payment, provide documentation of the Concrete Pavement work to the Engineer. This documentation will consist of the results of all quality control tests performed to control materials and construction and any changes made to the pavement dimensions and/or pavement structure. Final payment will be withheld until satisfactory documentation is provided.

355-3 Disputes Review Board.

The 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 Disputes Review Board is required, and the determinations of the 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.

Any and all Disputes Review Board meetings after final acceptance of the Contract in accordance with Section 5-11 must be requested and paid for by the Contractor. The Department will reimburse the Contractor for all costs associated with meetings only if the Disputes Review Board rules in favor of the Contractor. Otherwise, the Contractor will be solely responsible for all such costs.

355-4 Pavement Evaluation and Remedial Action.

355-4.1 Pavement Condition Surveys: For evaluation purposes, the project will be subdivided into LOTs of 0.1 mile [0.2 km] per lane. The Department will conduct a LOT-by-LOT pavement condition survey of the guaranteed pavement at intermediate times throughout the guarantee period. The final survey will be conducted no later than 45 calendar days before the end of guarantee period.

All surveys conducted by the Department will be at no cost to the Contractor. The Contractor will be advised of the pavement condition survey schedule prior to the survey taking place and is allowed to attend. The results of the survey, intermediate or final, will be made available to the Contractor within 15 calendar days after completion of the survey. The results of the survey, intermediate or final, will be made available to the Contractor within 15 calendar days after completion of the survey.

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

During the guarantee period, the Contractor may monitor the pavement using nondestructive procedures. Do not conduct any coring, milling or other destructive procedures without prior approval by the Engineer.

355-4.2 Distress Indicators: The Department will use Rideability, Spalling and Cracking, as distress indicators in accordance with the Rigid Pavement Condition Survey Handbook to evaluate the Concrete Pavement:

- a. Rideability - As determined by the Department’s High Speed Profiler in accordance with the Rigid Pavement Condition Survey Handbook.
- b. Spalling - As determined in accordance with the Rigid Pavement Condition Survey Handbook.
- c. Cracking - As determined in accordance with the Rigid Pavement Condition Survey Handbook.

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
 Condition Survey

DEFICIENCY TYPE	THRESHOLD LEVEL	REMEDIAL ACTION
Rideability	Ride Number < 3.69	Grind in accordance with Section 352. *
Spalling	2 inch width exceeding 25% of the joint length.	6 foot slab replacement.
Cracking	Width exceeding 3/16 inch	Half or whole slab replacement. **
Shattered Slab		Slab replacement.

* For any two deficient LOTs not separated by 3 passing LOTs, the remedial action will cover the entire length of the deficient LOTs (including the passing LOTs).

** Half slab replacement is acceptable only if all cracks are in one half of the slab length as measured from either transverse joint.

If a measured distress value indicates remedial action is required per Table 355-1, the Contractor must begin remedial work within 45 calendar days of notification by the Department or a ruling of the Disputes Review Board. The Disputes Review Board will determine the allowable duration for the completion of the remedial work, but not to exceed 6 months. However, after each survey, if the Department determines the extent and magnitude of pavement distresses in any areas will not affect the traffic safety, strength of pavement structure or highway esthetics, the Engineer, at his sole option, may defer the remedial work associated with the pavement distresses.

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.

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 begin remedial work within 72 hours of written notification, the Engineer has the authority to have the remedial work performed by other forces. The Contractor is responsible for all incurred costs of such work performed by other forces. 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 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 when performing any remedial work. Perform all signing and traffic control in accordance with the current edition of the Department's Roadway and Traffic 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 request(s) to obtain permission for lane closure(s) 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.

Perform all remedial work at no cost to the Department. If remedial work necessitates a corrective action to the pavement markings, adjacent lane(s), or roadway shoulders, perform these corrective actions using similar products at no additional cost to the Department.

355-5 Guaranteed Work.

During the guarantee period, perform all necessary remedial work described in 355-4 at no cost to the Department. Should an impasse develop in regard to the remedial work required, the Disputes Review Board will render a final decision by a majority vote.

The guarantee will not apply to deficiencies caused by any one of the following factors, or any other factor found to be beyond the control of the Contractor:

a. Determination that the accumulated ESALs (Number of 18 Kip Equivalent Single Axle Loads in the design lane) have increased by 25% or more over the Accumulated ESALs used by the Department for the design purposes for the guarantee period, as determined in accordance with Chapter 8 of the FDOT Project Traffic Forecasting Handbook. In calculating the ESALs, the Average Annual Daily Traffic will be obtained from the Department's traffic classification survey data.

b. Determination that the deficiency was due to failure of the existing underlying layers, for which the Contractor was not responsible.

c. 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.

355-6 Failure to Perform.

Failure to timely submit any dispute to the 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 a minimum of 6 months or until the remedial work is satisfactorily performed, whichever is longer.

355-7 Method of Measurement.

The quantities to be paid for will be the plan quantity, in square yards [square meters], of Portland Cement Concrete Pavement, omitting any areas allowed to remain in place without payment in accordance with the provisions of 350-17.3, and adjusted for average thickness as noted below.

The area of pavement represented by the difference between the calculated average thickness and the specified thickness will be converted into equivalent square yards [square meters] of specified thickness pavement, and the quantity thereby obtained will be added to, or deducted from, the quantity of pavement to be paid, subject to the limitation that the maximum average of over-thickness permitted in the adjustment of the quantity of pavement to be paid will be 1/4 inch [6 mm].

Reinforcing steel, placed and accepted, will be measured and paid as provided in Section 415.

355-8 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section, including any preparation of the subgrade not included in the work to be paid for under another Contract item; cleaning and sealing joints and/or random cracks in new and existing pavement; all transverse and longitudinal joint construction, including tie-bars and dowel bars; the furnishing of test specimens; repair of core holes; and all incidentals necessary to complete the work.

Payment will be made under:

Item No. 999-355- 1- Guaranteed Portland Cement Concrete Pavement - per square yard.

Item No. 999-2355- 1- Guaranteed Portland Cement Concrete Pavement - per square meter.