

**355 VALUE ADDED PORTLAND CEMENT CONCRETE PAVEMENT.
(REV 10-8-04) (FA 11-18-04) (7-05)**

PAGE 331. The following new Section is added after 353:

**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. This Section applies to only new pavements, including added lanes.

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.

Perform all the associated work specified in this Section for a period of five years 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 warranty period until all such pre-existing deficiencies are resolved.

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

355-4.1 General: The Department's Pavement Condition Survey Program and observation by the Engineer will be used as the basis for determining the extent and the magnitude of the pavement distresses occurring on the project. For evaluation purposes, the project will be subdivided into LOTs of 0.1 mile per lane. The Department may conduct a LOT-by-LOT Pavement Condition Survey of the value added pavement at intermediate times throughout the warranty period. The final survey, if determined by the Engineer to be necessary, will be conducted no later than 45 calendar days before the end of the warranty period. All surveys conducted by the Department will be at no cost to the Contractor.

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 warranty 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.

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 < 3.70	Grind all deficient LOT(s) 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		Full slab replacement in accordance with Section 353.

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. 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 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 when performing any remedial work. Perform all signing and traffic control in accordance with the current edition of 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 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 Remedial Work.

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

The warranty 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 warranty 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 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.