

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENT 1059
ASPHALT CONCRETE SURFACE COURSE WARRANTY REQUIREMENTS**

April 15, 2005

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1059.01 General. This Supplement specifies the requirements for a Contractor to warrant an asphalt concrete surface course for a period of 3 years.

1059.02 Maintenance Bond. When the successful Bidder provides the Department with the performance and payment bonds specified in 103.05, the successful Bidder shall also furnish a maintenance bond for 3 years in an amount equal to 90 percent of the total amount bid for the asphalt concrete surface course.

The Surety that underwrites the maintenance bond is required to have an A.M. Best rating of "A -" or better. The cost of the maintenance bond shall be included in the pay item for the premium for the contract performance and payment bonds.

The effective date of the maintenance bond is the date the Department's Form C-85 (Partial or Final) is issued for the pavement. The issuance of Form C-85 for a section of pavement shall occur within 30 days after the asphalt concrete surface course, including all safety items, is completed and the pavement is open to traffic. After the Form C-85 is issued for a section of pavement, the Department will notify the Surety. After the Final Form C-85 is issued, the Department will also establish all final quantities for the project and the project will be finalized using standard procedures. The maintenance bond expires 3 years after the issuance of Form C-85.

The Contractor shall maintain the liability insurance specified in 107.12, insuring against Contractor or Contractor authorized operations negligently performed during the warranty period. This insurance shall be in effect throughout the warranty period. A copy of the Certificate of Insurance shall be sent to the District each year.

1059.03 Warranty Item Coverage. Warranty items and Remedial Actions are specified in Table A. The warranty applies to all asphalt concrete pavement (including but not limited to the

mainline pavement lanes, shoulders, accelerations/decelerations lanes, collector/distributors and ramps). The warranty does not apply to structural problems below the pavement placed as part of this project, provided the structural problem is not the fault of the Contractor. The Threshold Levels are based on the 0.1 mile (160 m) Segments described below.

Meeting the minimum requirements and guidelines of this Supplement are not to be construed as a warranty, expressed or implied, as to the materials properties and workmanship efforts required to meet the performance criteria set forth in Table A.

The Design Designation in the plan is an indication of the level of traffic expected on this project and is based on data the Department has taken in the past using best practice projections into the future and can be used to approximate the expected yearly trucks.

1059.04 Materials. The asphalt binder used shall meet or exceed the requirements of the asphalt binder specified.

1059.05 Annual Review Process. The project shall be divided into 1 mile (1600 m) Sections. The width of each Section will be the width of a single lane. Each Section shall be divided into 0.1 mile (160 m) Segments.

Each year, between March 1 and April 30, the project will be reviewed by a District Review Team (DRT). The DRT shall notify the Contractor of the scheduled review. The Contractor or any other interested party may attend the annual review, for observation only. Any comments by the Contractor or other interested party will be recorded by the DRT. The DRT will pick at least two Segments in each Section to review, but may review the entire Section. Within 15 days after the completion of the review, the results will be issued in writing to the Contractor.

Based on the results of a preliminary review by a member of the DRT, the District Deputy Director may authorize an additional review within 1 year after the Form C-85 is issued or waive the yearly review for all or part of the project. An additional review would be conducted in the same way as a yearly review. Any waiver will be in writing to the Contractor.

1059.06 Remedial Action. The intent of this contract is for the Contractor to provide a maintenance free pavement. The Contractor may perform routine maintenance during the warranty period, but this routine maintenance is limited to routing and sealing the pavement with Type 1 crack seal in accordance with 423 or other repairs authorized by the Department.

The Contractor's construction traffic control for performing any work required or allowed by this Supplement during the warranty period shall be in accordance with current Department policy, the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways, and subject to Department approval of the time the work will be performed. Any major change in Department construction traffic control policy will be considered a changed condition.

Asphalt concrete used for Remedial Action work or replacement of sampled areas (See Table A

Note 3) shall be approved by the Engineer. The Engineer will take into account the Department's design criteria for the pavement type. The depth of a repair area may be increased by the Engineer to allow for the size of aggregate in the asphalt concrete. For Remedial Action work, the Engineer may approve alternatives to the extent or type of specified Remedial Action.

Any pavement markings or raised pavement markers (RPM) removed or obliterated while performing a Remedial Action shall be replaced with pavement markings or RPMs equal to or better than the original products at the Contractor's cost.

All Remedial Actions shall be performed on or before September 30. Prior to performing a Remedial Action, the Contractor shall submit a Remedial Action plan to the Engineer for approval. This plan shall state when and how the Remedial Action will be done, what material will be used, and how traffic will be controlled while the Contractor is performing the Remedial Action.

Emergency work, repairing pavement distresses which are hazardous to the traveling public, will be performed by the Department. If the emergency work is extensive, the Department may authorize the Contractor to do the repairs. The District Construction Engineer (DCE) will determine if the distress is or is not the fault of the Contractor. If the DCE determines the distress is the fault of the Contractor, the cost of this emergency work, no matter who does the emergency work, including construction traffic control, will be paid by the Contractor. The Contractor is not responsible for pavement damage beyond the Contractor's control (i.e., car fire, oil spill).

1059.07 Appeal Process. The Contractor may appeal a finding of the DRT. Any appeal shall be submitted to the DCE, in writing, within 15 days after the written results of the DRT are given to the Contractor. If the results include Rutting beyond the Threshold Level, the submission time limit is changed to 15 days after removing the slabs (See Table A Note 3) for a dispute over Rutting only.

The DCE will evaluate the Contractor's appeal. This evaluation will include reviewing the disputed area in the field and consulting with the Construction Section of the Office of Highway Management. The evaluation may also include reviewing test data, obtaining samples, or interviewing Department (District or Central Office) or Contractor employees. The DCE's determination will be issued in writing to the Contractor within 45 days after the DCE receives the appeal.

If in disagreement with the DCE's determination, appeal the determination using Step 3 of the Dispute Resolution and Administrative Claim Process.

TABLE A - WARRANTY ITEMS AND REMEDIAL ACTIONS

Distress Type	Threshold Level (per Segment)	Remedial Action
Disintegrated Area (1)	None	(4)
Previous Patching (2)	300 square feet (28 m ²)	(5)
Rutting (3)	0.250 inch (6.0 mm)	(4)

(1) This includes all types of disintegration, including, but not limited to, mix delamination, potholes, and raveling. This includes any type of disintegration that occurs at a joint or crack.

(2) An area of multiple patches is calculated as the width of the lane times the length of the patched area. These patches consist of Remedial Actions made by the Contractor or patches made by the Department in distressed areas that have been determined to be the Contractor's fault.

(3) This Threshold Limit only applies for 1 year after the Form C-85 is issued (see Maintenance Bond section) or after any Remedial Action work. This Threshold Limit does not apply to the last 250 feet of pavement before a forced stop control (i.e., stop sign, traffic signal, etc.). Measure the wheel path with a 4 foot (1.2 m) straight edge at 6 locations in a Segment. If one measurement exceeds the Threshold Level, the entire Segment will be measured at 50 foot (15 m) intervals for each wheel path. Remedial Action is required if six or more measurements exceed the Threshold Level. To determine the depth of the distressed area, the Contractor shall cut a 1 foot (0.3 m) by 4 foot (1.2 m) slab to a depth necessary to determine the depth of the distress at a maximum of three locations determined by the DRT. The slabs shall be retained for possible use in any appeal process. Cost of this slab removal and replacement, including construction traffic control, is paid by the Contractor, unless it is determined the rutting is not the Contractor's fault. Slabs shall be removed within 30 days after receiving the results of the review.

(4) Remove and replace the distressed area to the depth needed to repair the distressed area.

(5) Remove and replace the surface in this Segment's lane to a minimum depth of 1.5 inches (38 mm), from the end of the first down station Segment with no patches to the beginning of the first up station Segment with no patches.