

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

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

April 18, 2008

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1059.01 General. This Supplement specifies the requirements for a 3 year asphalt concrete surface course warranty.

1059.02 Maintenance Bond. Furnish a maintenance bond for 3 years in an amount equal to 75 percent of the total amount bid for the asphalt concrete surface course with the performance and payment bonds specified in 103.05.

Ensure the Surety that underwrites the maintenance bond has an A.M. Best rating of "A-" or better. Include the cost of the maintenance bond 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 Department will issue a Form C-85 for a section of pavement 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.

Maintain the liability insurance specified in 107.12, insuring against Contractor or Contractor authorized operations negligently performed during the warranty period. Ensure the insurance is in effect throughout the warranty period. Send a copy of the Certificate of Insurance 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 specified with Supplement 1059 (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.

Do not construe meeting the minimum requirements and guidelines of this Supplement as a warranty, expressed or implied, as to the material 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. The Department guarantees the accuracy of this information only as it pertains to the past.

1059.04 Materials. Ensure the asphalt binder used meets or exceeds the requirements of the asphalt binder specified.

1059.05 Annual Review Process. The project will be divided into 1 mile (1600 m) Sections. The width of each Section will be the width of a single lane. Each Section will 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). This date period may be revised by mutual agreement of the Department and Contractor. The DRT will 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 select at least two Segments in each Section to review, but may review the entire Section. The Department will issue the results in writing to the Contractor within 15 days after the completion of the review.

The District Deputy Director may waive this yearly review for all or part of the project based on the results of a preliminary review by a member of the DRT. Any such waiver will be in writing to the Contractor.

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

Provide construction traffic control when performing any work required or allowed by this Supplement during the warranty period in accordance with current Department policy and the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways. Obtain Department approval for the time the work will be performed. Any major change in Department construction traffic control policy from the time of bid will be considered a changed condition.

Supply all materials, equipment, and labor to perform Remedial Actions at no additional cost to the Department. Obtain approval of the Engineer for asphalt concrete used for Remedial Action work or replacement of sampled areas (See Table A Note 3). 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. The Engineer may approve alternatives to the extent or type of specified Remedial Action.

Replace pavement markings or raised pavement markers (RPM) removed or obliterated while performing a Remedial Action with pavement markings or RPMs equal to or better than the original products at no cost to the Department.

Perform all Remedial Actions on or before September 30. If an appeal process goes to Step 3, the District may revise the date for completion of the Remedial Action for the appealed item. Prior to performing a Remedial Action, shall submit a Remedial Action plan to the Engineer for approval. State in the plan when and how the Remedial Action will be performed, what material will be used, and how traffic will be controlled. Warrant Remedial Action work for the remainder of the warranty period.

The Department will perform emergency work, repairing pavement distresses which are hazardous to the traveling public. If the emergency work is extensive, the Department may authorize the Contractor to perform the repairs. The District Construction Engineer (DCE) will determine if the distress is or is not the responsibility of the Contractor. If the DCE determines the distress is the responsibility of the Contractor, the cost, including construction traffic control, of emergency work performed by the Department will be charged to the Contractor. If the DCE determines the distress is not the responsibility of the Contractor, the Department will pay for Contractor performed repairs according to 109.05. The Contractor is not responsible for pavement damage beyond the Contractor's control (i.e., car fire, oil spill). The DCE's determination may be appealed in accordance with 1059.07.

1059.07 Appeal Process. Findings of the DRT may be appealed. Submit any appeal to the DCE, in writing, within 15 days after receipt of the written results of the DRT. 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 appeals. 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 Proposal Note 109 Dispute Resolution and Administrative Claim Process.

TABLE A - WARRANTY ITEMS AND REMEDIAL ACTIONS

Distress Type	Threshold Level (per Segment) (allowable distress levels)	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)
<p>(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.</p> <p>(2) Previous patches consist of Remedial Actions made by the Contractor or patches made by the Department in distressed areas that were determined to be the Contractor's responsibility. An area of multiple patches is calculated as the width of the lane times the length of the patched area.</p> <p>(3) 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, cut 1 foot (0.3 m) longitudinal by 4 foot (1.2 m) transverse slabs to a depth necessary to determine the depth of the distress at a maximum of three locations determined by the DRT. The slabs will be retained for possible use in any appeal process. If it is determined the rutting is not the Contractor's responsibility, the cost of slab removal and replacement, including construction traffic control, will be paid by the Department according to 109.05. Remove slabs within 30 days after receiving the results of the review.</p> <p>(4) Remove and replace the distressed area to the depth needed to repair the distressed area.</p> <p>(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.</p>		