

PROJECT SPECIAL PROVISIONS

ROADWAY

1-15-02

RR01

FINAL ACCEPTANCE AND FOURTEEN DAY OBSERVATION PERIOD:

7-1-95

Upon completion of construction on each map, a fourteen (14) days observation period is required before acceptance. During the 14-day period warrant the AST against raveling or against loss of seal coat.

Payment for blotting sand used, as directed by the Engineer, where excessive bleeding occurs will be paid for at the contract unit price per ton "Blotting Sand". No payment will be made for replacing AST which has been determined to have raveled or shown loss of seal coat, as the cost of same will be considered incidental to the work initially paid for as "Asphalt Surface Treatment, Mat and Seal".

Completion and final acceptance of the project is contingent upon successful completion of the Observation Period. The observation period will be considered a part of the work required to be completed by the final completion date specified herein.

RR16

CONSTRUCTION SEQUENCE:

7-1-95

Pave each section of roadway begun in a continuous operation. Do not begin work on another section of roadway unless satisfactory progress is being made toward completion of intersections and all other required incidental work by satisfactorily furnishing additional paving equipment and personnel, except for milling and patching operations.

RR34

ASPHALT SURFACE TREATMENT:

7-1-95

Provide an asphalt surface treatment constructed with a Triple seal.

RR55

WARRANTY OF ASPHALT SURFACE TREATMENT:

6-18-02

1.0 General Description: The warranty for Asphalt Surface Treatment (AST) shall consist of the warranty form, initial acceptance, warranty bond, warranty performance criteria, and the rights and responsibilities of the Department and the Contractor.

2.0 Definitions:

- 2.1 Completion Date:** The date when the AST is completely constructed, is continuously opened to traffic, and the AST has been determined to be in compliance with the contract and project provisions by the Department by the issuance of a notice of initial acceptance. This date will constitute the start date for the warranty period.
- 2.2 Warranty Bond:** This is a bond that guarantees the AST installed under the contract, against defects in materials and/or workmanship which may develop after the completion date but during the warranty period.
- 2.3 Warranty Period:** The two (2) year period beginning on the date of initial acceptance by the Department.
- 2.4 Warranty Work:** If the thresholds are exceeded during the warranty period, corrective action will be completed by the Contractor to bring the warranted work back into compliance for release of the warranty. All costs associated with any warranty work shall be borne by the Contractor.
- 2.5 Map:** A segment of roadway, which is defined in the contract documents with definitive beginning and ending points.
- 2.6 Lot:** A 1000 foot section of pavement or portion thereof, a lane width wide, on which AST is constructed on a single day and a single map.
- 2.7 Distress Indicators:**
- 2.7.1 Severity:** This refers to how bad the problem is.
 - 2.7.2 Extent:** This refers to the size of the problem area (extent of occurrence). The extent of occurrence will be measured on frequency.
- 3.0 Initial AST Acceptance:** At the completion of the AST, the Department will conduct an inspection of the work. If appropriate, the Department may inspect a portion of the work as necessary. If the work is determined by the Department to have been satisfactorily completed in accordance with the contract, the Department will issue a notice of initial acceptance of all or part of the work as described above. This notification will establish the completion date. If the work is determined by the Department not to have been satisfactorily completed in accordance with the contract, the Contractor shall make good at his own expense any and all defects in materials and workmanship, after which the completion date will be established. The completion dates so established will constitute the start date for the warranty period.
- 4.0 Subsequent Inspections:** The Department will inspect the work for determination of warranty compliance within six (6) months of the date of initial acceptance and just prior to the end of the warranty period.

- 5.0 **Situations Affecting the Warranty:** During the warranty period, the contractor will not be held responsible for distresses that are caused by factors not related to materials and workmanship. These include, but are not limited to, chemical and fuel spills, vehicle fires, base failures, and snow plows. Other factors considered to be beyond the control of the contractor, which may contribute to pavement distress, will be considered by the Engineer on a case by case basis upon receipt of a written request from the contractor. Maintaining traffic on the pavement surface prior to initial acceptance will not be a condition for voiding the warranty.
- 6.0 **Emergency Repairs:** If, in the opinion of the Department, a pavement condition covered by the warranty requires immediate attention for the safety of the traveling public, the Contractor shall be notified immediately. If the Contractor cannot be contacted or cannot perform the required work in a timely fashion, the Department may perform or have the work performed at the Contractor’s expense. Any emergency work performed will not alter the requirements, responsibilities, or obligations of the warranty.
- 7.0 **Warranty Bond:** The Contractor shall furnish a warranty bond, as required in Section 10.0 of this Special Provision in amount equal to 100% of the amount bid for the AST items of work. The warranty shall be for a period of two (2) years. The effective starting date of the warranty bond shall be the Completion Date.
- 8.0 **Warranty Performance Criteria:**

SURFACE DEFECTS	SEVERITY	EXTENT (PER LOT)
Surface Patterns	Alternate lean and heavy lines streaking over the entire pavement surface.	Greater than 20% of a lot affected, distress spotted evenly over the lot or over localized areas within the lot.
Bleeding/Flushing	Distinctive appearance (with excess asphalt binder already free).	Greater than 20% of the wheel tracks within a lot affected.
Loss of Cover Aggregate	Large patches of cover aggregate lost from the pavement surface.	Greater than 20% of a lot affected, distress spotted evenly over the lot or over localized areas within the lot.

The beginning point of the first lot will be the beginning point of each day’s operation or the beginning of a map, which ever is applicable.

9.0 Rights and Responsibilities of the Department.

The Department:

- 9.1 Is responsible for monitoring the AST during the warranty period and will provide the Contractor all written reports of the surface treatment’s condition related to the warranty performance criteria.

- 9.2 Is responsible for notifying the Contractor, in writing, of any required warranty work.
- 9.3 Reserves the right to approve the date(s) requested by the Contractor to perform warranty work.
- 9.4 Reserves the right to approve all materials and methods used in warranty work.
- 9.5 Reserves the right to determine if warranty work performed by the Contractor meets the contract and project provisions.
- 9.6 Reserves the right to perform, or have performed, routine maintenance during the warranty period, which routine maintenance will not relieve the Contractor from meeting the warranty requirements of this Special Provision.
- 9.7 Reserves the right to require the Contractor to make immediate emergency repairs to the AST to prevent as unsafe road condition as determined by the Department. Should the Contractor fail to comply with this requirement, to the Department's satisfaction and within the time frame required by the Department, the Department has the right to perform, or have performed, at the Contractor's sole expense, any emergency repairs deemed necessary by the Department. Any such emergency repairs undertaken will not relieve the Contractor from meeting the warranty requirements of this Special Provision.
- 9.8 Shall document the condition of the AST prior to emergency repairs.

10.0 Rights and Responsibilities of the Contractor.

The Contractor:

- 10.1 Shall unconditionally warrant to the Department that the AST shall be free of defects in materials and workmanship as defined by the warranty performance criteria as set forth above for a period of two (2) years from the completion date of the AST. This warranty and warranty bond shall be on forms furnished by the Department. These completed forms shall be submitted to the Department prior to award of the contract.
- 10.2 Is responsible for performing all warranty work, including but not limited to, traffic control and restoring all associated pavement features at no additional cost to the Department.
- 10.3 Is responsible for replacing all temporary repairs, resulting from the AST being in non-compliance with the warranty performance criteria, with Department approved materials and methods.

- 10.4** Shall notify the Department and shall submit a written course of action proposing appropriate corrective measures for the needed warranty work 5 calendar days prior to commencement of warranty work, unless the warranty work requires immediate emergency repairs as determined by the Department.
- 10.5** Shall follow all maintenance of traffic requirements of the contract when any warranty work is performed.
- 10.6** Shall complete all warranty work in a neat and uniform manner and shall meet the requirements specified in the contract.
- 10.7** Is required to supply to the Department original documentation pursuant to the Standard Specifications that all insurance required by the Contract is in effect during the period(s) that any warranty work is being performed.
- 10.8** Shall make repairs to the AST prior to the conclusion of the warranty period or within such other time as agreed to by the Department and the Contractor after receiving notification from the Department that required warranty work is necessary, unless the Department notifies the Contractor that immediate emergency repairs are necessary to the AST to prevent an unsafe road condition, in which event the Contractor shall make said emergency repairs within the time frame required by the Department.
- 10.9** Shall be liable during the warranty period in the same manner contractors currently are liable for their construction related activities with the Department pursuant to the 2002 Standard Specifications. This liability shall arise and continue only during the period when the Contractor is performing warranty work.
- 11.0 Non-extension of Contract:** No extension in contract time will be allowed as a result of work performed under the provisions of this warranty.
- 12.0 Measurement and Payment:** No separate measurement or payment will be made for any work performed under this provision as the cost of such work will be considered incidental to the contract.

RR56

RESURFACING EXISTING BRIDGES:

7-1-95

The Contractor's attention is directed to the fact that he will be required to resurface the bridges on this project if directed by the Engineer.

Place the surface so as to follow a grade line set by the Engineer with the minimum thickness as shown on the sketch herein or as directed by the Engineer. State Forces will make all necessary repairs to the bridge floors prior to the time that the Contractor places the proposed surfacing. Give the Engineer at least 15 days notice prior to the expected time to begin operations so that State Forces will have sufficient time to complete their work.

At all bridges which are not to be resurfaced, taper out the proposed resurfacing layer adjacent to the bridges to insure a proper tie-in with the bridge surface.

RR61

PAVING INTERSECTIONS:

7-1-95

Surface all unpaved intersections back from the edge of the pavement on the main line of the project a minimum distance of 50 feet. The pavement placed in the intersection must be of the same material and thickness placed on the main line of the project.

Resurface all paved intersections back to the ends of the radii, or as directed by the Engineer.

The base on the unpaved intersections will be placed and prepared for surfacing by State Forces.

Widen the pavement on curves as directed by the Engineer.

RR67

AGGREGATE PRODUCTION:

11-20-01

Provide aggregate from a producer who utilizes the new Aggregate Quality Control/Quality Assurance Program which is in effect at the time of shipment.

No price adjustment is allowed to contractors or producers who utilize the new program. Participation in the new program does not relieve the producer of the responsibility of complying with all requirements of the Standard Specifications. Copies of this procedure are available upon request from the Materials and Test Unit.

RR109

DRUMS:

07-16-02

Revise the 2002 Standard Specifications as follows:

Page 10-195, Subarticle 1089-5(C)

Delete the first (1st) sentence of the first (1st) paragraph and insert the following:

“Provide a minimum of three orange and two white alternating horizontal circumferential stripes covering the entire outside with each drum.”

RR116

PORTABLE CONCRETE BARRIER:

11-19-02

Portable Concrete Barrier used on this project must meet one of the following:

- NC Approved NCHRP 350 Portable Concrete Barrier (design can be found at <http://www.doh.dot.state.nc.us/preconstruct/traffic/congestion/TC/> or can be obtained by calling the Traffic Control Section at (919) 250-4159)

- Other NCHRP 350 Portable Concrete Barrier as approved by the Engineer and the Traffic Control Section
- NC Approved NCHRP 230 Portable Concrete Barrier in Roadway Standard Drawing 1170.01 manufactured before October 1, 2002

RR117

REMOVAL OF EXISTING PAVEMENT MARKERS:

7-1-95

The Contractor's attention is directed to the fact that there are pavement markers on this project.

Remove and dispose of these markers prior to the paving operation.

No direct payment will be made for this work, as it will be incidental to the paving operation and payment at the contract unit price for the various asphalt items in the contract will be full compensation for such work.

RR118