

WARRANTY OF ASPHALT SURFACE TREATMENT:

(6-18-02) (Rev 11-21-06)

R6 R56

Description

The warranty for Asphalt Surface Treatment (AST) shall consist of initial acceptance, warranty bond, warranty performance criteria, and the rights and responsibilities of the Department and the Contractor. The warranty period shall be for 2 years, beginning on the acceptance date.

(A) Definitions

Completion Date The date the AST is completely constructed, is continuously opened to traffic, and the AST has been determined to comply with the contract by the issuance of a notice of initial acceptance. This date will constitute the start date for the warranty period.

Warranty Bond The bond that guarantees the AST against defects in materials and workmanship that may develop after the completion date and during the warranty period.

Warranty Period The 2-year period beginning on the date of initial acceptance by the Department.

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 prior to the release of the warranty. All costs associated with any warranty work shall be borne by the Contractor.

Map A segment of roadway defined in the contract with definitive beginning and ending points.

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.

(B) Distress Indicators

Severity This describes the problem area.

Extent This refers to the size of the problem area (extent of occurrence). The extent of occurrence will be measured on frequency.

AST Acceptance and Warranty

(A) Initial 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 correct 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.

- (B) **Subsequent Inspections** The Department will inspect the work for determination of warranty compliance within 6 months of the date of initial acceptance and just prior to the end of the warranty period.
- (C) **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.
- (D) **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 will 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.
- (E) **Warranty Bond** The Contractor shall furnish a warranty bond in amount equal to 100% of the amount bid for the AST items of work. The warranty shall be for a period of 2 years. The effective starting date of the warranty bond shall be the completion date.
- (F) **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.

(G) Rights and Responsibilities of the Department The Department:

Will be 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.

Will be responsible for notifying the Contractor in writing of any required warranty work.

Will review and approve the date(s) requested by the Contractor to perform warranty work.

Will approve all materials and methods used in warranty work.

Will determine if warranty work performed by the Contractor meets the contract and project provisions.

Will 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.

Will require the Contractor to make immediate emergency repairs to the AST to prevent an 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 provision.

Will document the condition of the AST prior to emergency repairs.

(H) Rights and Responsibilities of the Contractor The Contractor:

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 2 years from the completion date of the AST. The warranty bond shall be submitted to the Department prior to award of the contract.

Shall be 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.

Shall be 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.

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.

Shall follow all maintenance of traffic requirements of the contract when any warranty work is performed.

Shall complete all warranty work in a neat and uniform manner and shall meet the requirements specified in the contract.

Shall supply to the Department original documentation in accordance with the Standard Specifications that all insurance required by the contract is in effect during the periods that any warranty work is being performed.

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.

Shall be liable during the warranty period in the same manner contractors currently are liable for their construction related activities with the Department in accordance with the *2006 Standard Specifications*. This liability shall arise and continue only during the period when the Contractor is performing warranty work.

- (I) Non-extension of Contract** No extension in contract time will be allowed as a result of work performed under the provisions of this warranty.

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.