

3380100 VALUE ADDED ASPHALT PAVEMENT
COMMENTS FROM INDUSTRY REVIEW

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Comments: Comments for *3380000 Value Added Asphalt Pavement by D5 Construction >>
Ronda Daniell and Amy Scales:

1. Why do we not remove the entire area instead of 150%? We should remove lane width because at times these patches are in the wheel paths.
2. On the Value Added Asphalt – “The final survey is to be no later than 6 months before the warranty runs out. Why so far out? Also, the response time is being changed from 72 hours to 4 hours. I can understand if we are talking about a pothole, but shoving or raveling would not require such an expedient response.”

Response:

1. Agree. Changes made.
2. Agree. The change has been removed and the 45 days has been deleted.

Bill Sears
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Comments: Text: 338-5.1, in paragraph two, first sentence, I suggest changing the word “continuously” to “occasionally”. If the Department does not find the asphalt failure in a timely manner and it causes other roadway failures or accidents, costing the contractor additional money, the contractor may deny the responsibility for the additional roadway failures or accidents due to the Department not “continuously” monitoring the roadway.

Response: The term “continuously” was deleted.

Jim Musselman
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Comments: Text: 338-5:

Will changing the language relating to the final survey being conducted a minimum of 180 days before the end of the warranty period in essence shorten the warranty period to 2.5 years? What happens is a deficiency is noted two months before the end of the warranty period?

Response: Agree. The change has been removed and the 45 days has been deleted.

Table 338-2: Under the rutting changes, I'd leave it as it was with the descriptive note below.

Response: Agree.

338-5.4: For category 3 pavements, I'd suggest expanding the definition as follows: "...is defined as bicycle paths, walking paths, median crossovers, shoulders, and other similar areas as determined by the Engineer." This will give us a little wriggle room on miscellaneous areas.

Response: Agree. Changes made.

Stacy Scott
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Comments: 338-5.1 , second paragraph, change sentence that states: The final survey, if determined by the Engineer to be necessary, will be conducted no later than 180 calendar days before the end of the warranty period. Change to: 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. This is being suggested because requiring the final survey to be completed 180 days before the end of the warranty period shortens the warranty period excessively.

Response: Agree. The change has been removed and the 45 days has been deleted.

Paul J. Barnes
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Comments: The following is submitted for your consideration.

The wording highlighted below is somewhat confusing. The wording in bold red is a suggested revision.

338-5.5 Remedial Work: During the warranty period, the Responsible Party will perform all necessary remedial work described within this Section at no cost to the Department. *If the pavement distresses exceed threshold values and it is determined that the cause of the distress is due to the embankment, subgrade, base or other activities performed by the Contractor, the Responsible Party will be responsible for performing all remedial work associated with the pavement distress.* Should an impasse develop in any regard as to the need for remedial work or the extent required, the Statewide Disputes Review Board will render a final decision by majority vote.

Remedial work will not apply *be required* if any one of the following factors is *conditions is* found to be beyond the scope of the Contract *apply*:

- a. Determination that the pavement thickness design is deficient. The Department will make available a copy of the original pavement thickness design package and design traffic report to the Responsible Party upon request.
- b. 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 design purposes for the warranty period. In calculating ESALs, the Average Annual Daily Traffic (AADT) will be obtained from the Department's traffic count data and the T24 (Percent Heavy Trucks during a 24 hour period) will be obtained from the Department's traffic classification survey data.
- c. Determination that the deficiency was due to the failure of the existing underlying layers that were not part of the Contract work.
- d. 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.

If a measured distress value indicates remedial action is required per Table 338-1, Table 338-2 and/or Table 338-3, the Responsible Party must begin remedial work within 45 calendar days of notification by the Department or a ruling of the Statewide Disputes Review Board. The Disputes Review Board will determine the allowable duration for the completion of the remedial work, but not to exceed 6 months.

In the event remedial action is necessary and forensic information is required to determine the source of the distress, the Department may core and/or trench the pavement. The Responsible Party will not be responsible for damages to the pavement as a result of any forensic activities conducted by the Department.

As applicable to distress criteria for rutting, ride and cracking for Category 1 and Category 2 pavements, when two LOTs requiring remedial action are not separated by three or more LOTs not requiring remedial action, the remedial work shall be required for the total length of all such contiguous LOTs, including the intermediate LOTs not requiring otherwise requiring no remedial action.

Additionally, for Category 1 and Category 2 pavements, where the limits of remedial action are defined as 150% of the distressed area, and where such areas of remedial action required due to rutting, raveling, cracking, slippage or bleeding are not separated by 1,000 feet, the remedial work will be required for the entire area contiguous to the distressed areas, including intermediate areas otherwise requiring no remedial action.

Replace: “when two LOTs requiring remedial action are not separated by three or more LOTs not requiring remedial action”

With: “when two LOTs requiring remedial action are separated by no more than two LOTs not requiring remedial action”

Response: No changes made.

Replace: “where such areas of remedial action required due to rutting, raveling, cracking, slippage or bleeding are not separated by 1,000 feet”

With: “where such areas of remedial action required due to rutting, raveling, cracking, slippage or bleeding are separated by less than 1,000 feet”

Response: No changes made.

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Comments:

Table 338-2 Adding the use of the laser profiler in Table 338-2 for use on roads with a design speed less than 55mph. I see this proposed change creating a problem. Many of these roadways are curb and gutter section with utility and storm structures in the pavement. I don't understand why this change is under consideration.

Response: No changes made.

Table 338-1 If during the 3 year warranty period when the Laser is run, any deficiency should be compared to the initial laser profiler to see if the location is one that was checked and found to be ok with the RSE then; if so no action required.

Response: No changes made.

Table 3 Adding Bike paths and Walking paths. This is not reasonable or achievable; The contractors has no control over the vehicle type which may be traveling on this paths IE. FP&L heavy trucks with outriggers, farm equipment, maintenance equipment, mowers etc. Why would this even be a subject for consideration.?

Response: No changes made. The specification addresses damages by third parties.

338-5.1 Changing the dispute from 30 days to 10 days. This doesn't allow enough time to gather info and make a sound decision. This should remain as is with no change.

Response: Agree. Change made.

338-5.5 Change response time from 72 hours to 4 hours. This isn't enough time; maybe 24 hrs. Has this been a problem?

Response: Agree. Change made.

Howie Moseley
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Comments 338-5.1, paragraph 2: I do not agree with changing 45 days to 180 days for the final survey. This language implies that if the final survey is not completed within in the specified time frame of 180 days before the end of the warranty period, the Contractor is off the hook for the warranty. The intent is to get a three year warranty. This language seems to be implying a 2 1/2 year warranty. If anything the spec should read that the final warranty can be completed up to the last day of the warranty period. I recommend revising that sentence to the following: The final survey, if determined by the Engineer to be necessary, will be conducted before the end of the warranty period.

Response: Agree. Changes made.

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Comments:

Ride: Ride Number (RN) to be established by Laser Profiler in accordance with FM 5-549. ~~As a condition of project final acceptance in accordance with 5-11, correct all deficiencies in accordance with acceptance criteria for pavement smoothness in accordance with 330-12.6. (4)~~*If the deficient ride is due to an underlying asphalt layers; base, subgrade, or embankment, which were constructed by the Responsible Party, propose the method of correction to the Engineer for approval prior to beginning the remedial work.*

The highlighted text was added. My concern is that we are providing a weaker language by starting the sentence with If...., and doubting the contractor's responsibility. Further, Section 338-5.5, which has the same IF statement repeated, lists conditions under which the contractor is not liable. Isn't that sufficient? My concern is we are planting in the Contractors mind that the

first thing they need is to determine if they are responsible. I rather imply it and let them prove otherwise under section 338-5.5.

Response: No changes made.

Eddy Scott
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- **Comments** 338-1 – 2nd paragraph – Suggest changing “exceeding” to “reaching”. Pavement distresses occur both above and below the given threshold values.

Response: No changes made.

- 338-5.1 – 1st paragraph - Suggest changing the following as shown: “In the event that **the** level of distress ~~exceeds~~ **reaches** any of the threshold values defined below, remedial action by the Responsible party will be required.”

Response: No changes made.

- 338-5.1 – 2nd paragraph – The final survey is being required much earlier (180 days instead of 45 days before the end of the warranty). Does this in effect shorten the warranty period?

Response: Agree. The change has been removed and the 45 days has been deleted.

- Table 338-1 – Suggest removing footnote 4 the information is covered in better detail by 338-3 and 338-5.5

Response: The footnote is needed to provide the method of correction. No changes made.

- Table 338-2 – Rutting and footnote 1 – Why is a threshold value for individual depth given for category 2 pavements and not for category 1?

Response: Agree. Changes made.

- 338-5.5 – 1st paragraph – As worded it appears Contractors wouldn’t be required to perform remedial work after the warranty period expires even if distresses have been identified and work has begun. Suggest changing the following as shown: “~~During the warranty period,~~ **During the** The Responsible Party will perform all necessary remedial work described within this Section at no cost to the Department.”

Response: Agree. Change made.

- 338-5.5 - 1st paragraph – Suggest changing “exceed” to “reach”.

Response: No changes made.

- 338-5.5 – The change to the paragraph about remedial work of contiguous LOTs appears to create a conflict. How can you require remedial work where remedial work is not required? Wouldn’t the current wording work better?

Response: No changes made.

- 338-5.5 – The change to the paragraph about immediate danger to the traveling public

concerning the change from 72 hours to 4 hours. Do we really expect the Responsible Party to begin remedial work within 4 hours? We might expect them to mobilize to protect the public from an unsafe condition with some MOT but begin work?

Response: Agree. Changes made.

- 338-5.5 – next to last paragraph – Suggest striking entire sentence requiring 48 hour notice prior to lane closures. What if lanes need to be closed due to “immediate danger to the traveling public”? He’s got to begin remedial work within 4 hours. Besides the next sentence mandates permission from the Engineer for any lane closures.

Response: Agree. Changes made.

Unknown

Comment:

Under "Remedial Work" (sec. 338-5.5) on last pg: engineer has option to find another party to make repairs if contractor cannot respond in 4 hours, yet contractor must give engineer 48 hours when applying for lane closures. Should these time periods be the same?

Response: No changes made.

Conrad Campbell
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Comment:

Section 338-5.1 States the following: 338-5.1 General: ...The final survey, if determined by the Engineer to be necessary, will be conducted no later than 45 180 calendar days before the end of the warranty period. The Department will be responsible for all costs associated with the surveys. The Responsible Party will be advised if/when the Department believes remedial action is required... Question/Suggestion #1: I suggest the following change: ...The final survey, if determined by the Engineer to be necessary, will be conducted before the end of the warranty period. The Department will be responsible for all costs associated with the surveys. Prior to the end of the warranty period, the Responsible Party will be advised if/when the Department believes remedial action is required... I suggest these changes for the following reasons: 1. The direction creates confusion if it is determined that another (final) survey is necessary due to the observation of pavement distress occurring after the 180 days but prior to the expiration of the warranty period. The modified language is much clearer, covers these concerns while still providing timely notification. 2. 180 day constraint will cause a heightened awareness to review the project >6 months in advance of the warranty expiration – that is over 1/6th of the entire warranty period. Doing this deemphasizes the need to monitor the warranty through the entire (including the last 6 months) period. 3. This 180 day constraint places an unnecessary requirement on the Department. If the Department elects to do this as a common internal practice then include this direction in CPAM and not in the specifications. 4. The addition of “Prior to the end of the warranty period” insures the contractor that the Department will conduct and provide notification of the final survey results prior to the end of the warranty period – eliminating the need for the more complicated 180 day requirement.

Agree. The change has been removed and the 45 days has been deleted.

Question/Suggestion #2: The Remedial Work for Rutting in Table 338-2 Category 2 Pavements states – “Remove and replace 1.5 inch the full lane width for the area plus 50 feet with rutting equal to or greater than 0.4 inch”. According for 338-5.3 Category 2 Pavements include “approach transition and merge areas at toll booths; ramps; acceleration and deceleration lanes (including tapers); turn lanes...”. What happens then these areas have open graded friction course (OGFC) as their top layer? OGFC should be addressed separately or by some other method.

Response: Agree. Change made.

Question/Suggestion #3: Footnote #2 in Tables 338-2 and 338-3 states that “...Segregated Areas(s)...all as defined and footnoted in Table 338-1”. I cannot find where Segregated Areas are defined or footnoted in Table 338-1. The other failure modes are defined but not “Segregated Areas”.

Response: Agree. The term “segregated areas” will be removed.

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Comment:

The Responsible Party has the first option to perform all remedial work that is determined by the Department to be their responsibility. If, in the opinion of the Engineer, the problem poses an immediate danger to the traveling public and the Responsible Party cannot begin remedial work within **72 4** hours of written notification, the Engineer has the authority to have the remedial work performed by other forces. (**reduced from 72 hours to 4 hours**)

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.

How can the contractor begin remedial work within 4 hours of written notification for a problem that poses immediate danger to the motoring public if he is required to give 48 hours notice for lane closures. Perhaps the original 72 hours should be maintained or the time shortened to somewhere between 48 and 72 hours.

Response: Agree. Changes made.

Greg Sholar
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Comment:

In 338-5.1, there is a change in the final survey from 45 to 180 calendar days before the end of the warranty period. 180 days is too long. The concern is additional rutting that may show up, especially if the final survey is in the spring months, and then the pavement will experience another summer of hot weather traffic, which may increase the rutting over the threshold.

Response: Agree. The change has been removed and the 45 days has been deleted.

Greg Schiess
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Comment:

In 338-5.1, delete the 180 calendar days. The last two sentences should read, "The final survey, if determined by the Engineer to be necessary, will be conducted before the end of the warranty period and the Department will advise the Responsible Party within 60 calendar days of the end of the warranty period of any remedial action the Department believes is required. The Department will be responsible for all costs associated with the surveys. The end of Note 7 in Table 338-1 should read "unless approved otherwise by the Engineer."

Response: Agree. Changes made.

Dan Hurtado
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Comment:

338-1, last sentence: "...contract items" should be "...Contract items".

Response: Agree. Change made.

Table 338-1, end of table, #7: Who is approving remedial work? Agree.

Response: Added "the Engineer."

Table 338-1, end of table, #8: Delamination is not defined on the web page.

Table 338-1, end of table, #8 & #10: Web link is bad.

Response: The www address is correct. The web site will be corrected.

Ponch S. Frank
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Comment:

Comments from Ranger Construction Industries, Inc—Central Division (Dan Cooney and Ponch Frank)

1. Under 338-5.1—Third Paragraph where the change from 30 to 10 calendar days is proposed, we believe this needs to stay at 30 days. 10 days is not sufficient enough time after written notice from the FDOT is received for the contractor to review the FDOT’s findings, do our own review and analysis and finally render our own opinion.

Response: Agree.

2. Under 338-5.5—First Paragraph—2 comments:

- a. Comment 1: A definition of responsible party might be need or clarified. We associate the Responsible Party as the asphalt contractor with the warranty on the project, which may or may not be the Prime Contractor who had the contract with the state. As we read this now, if the Prime Contractor placed sub standard embankment, subgrade or base and that was the cause of the asphalt distress, FDOT is looking for the Responsible Party (the Asphalt contractor) to assume this risk and liability, when in fact the fault lies with the Prime Contractor. If that definition of Responsible Party is correct, then the word “not” needs to be inserted between “will” and “be” in the fifth line down.

Response: No changes made. Addressed in 338-3.

- b. Again, making the assumption that the Responsible Party refers to the asphalt contractor, then, in addition to the causes listed, another item to be listed is FDOT’s Pavement Design. If the distress occurs and the pavement shows signs of distress that reflect underlying issues, then the Asphalt Contractor should not be at fault; likewise the Contractor who placed the embankment, subgrade and base should not be liable if it is determined that pavement design was not adequate for the subjected loads it is carrying.

Response: No changes made. This is already addressed in the Specifications.

3. Under 338-5.5—Section b. It states that ESAL’s can increase 25% “over the Accumulated ESAL’s used by the Department for design purposes for the warranty period.” This is way too high of an increase. Design currently takes into account additional ESAL’s and this grants FDOT another buffer of 25% over that amount. I’d like to see that number be zero, but in reality it probably needs to be 10%. Though this was not listed as a change, it should be considered and implemented.

Response: No change. See response to Howie Moseley comment below.

4. Under 338-5.5 on the last page, on the fourth full paragraph that starts “The Responsible Party has” the beginning of remedial work within 4 hours of written notification is unreasonable. If you are experiencing wait times that are encroaching the 72 hours currently that is regrettable, but 24 hours much more reasonable. These situations rarely just occur but can deteriorate rapidly and 24 hours is a reasonable amount of time to mobilize in an emergency type situation.

Response: Agree. Revised.

Howie Moseley

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Comment:

338-5.5 b: This condition may unnecessarily provide an out for the Contractor. Since the warranty period is only for three years this, condition should only be applied if the accumulated ESALs for the project has been exceeded during the warranty period, not if the traffic has increased by 25%, but is still below the design of the project. Please reconsider this condition carefully. It is only a matter of time before a Contractor uses this condition to evade a repair they should have to make.

Response: Agree. Spec clarified.

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Comment:

MICHAEL RULAND Resident Engineer at Daytona Construction:
The final survey, if determined by the Engineer to be necessary, will be conducted no later than 45 / 180 calendar days before the end of the warranty period. This seems to far in advance of the end of warranty period- changed from 45 days to 180 days? Maybe 60 days would be better- why would we do so early?

Response: Agree. The change has been removed and the 45 days has been deleted.

A pet peeve of mine is the 150 % area removal for raveling, potholing, and bleeding in table 338-1 - let's do full lane width repairs to 50 ft each side like the other repair areas Raveling and/or Delamination affecting the Friction Course (68) RECOMMEND DELETEING-- Patch the distressed area(s) to the full distressed depth and to a minimum surface area of 150% of each distressed area, subject to performance at final survey RECOMMEND LEAVING=Remove and replace the distressed area(s) to the full distressed depth and the full lane width, for the full distressed length plus 50' on each end Pot holes and Slippage Area(s) (68) - RECOMMEND DELETEING-- Remove and replace the distressed area(s) to the full distressed depth, and to a minimum surface area of 150% of each distressed area OR temporarily patch the distressed area(s) AND, prior to the final survey, remove and replace the distressed area(s) to the full distressed depth, and to a minimum surface area of 150% of each distressed area RECOMMEND LEAVING=Remove and replace the distressed area(s) to the full distressed depth and the full lane width, for the full distressed length plus 50' on each end Bleeding (810) RECOMMEND DELETEING-- Remove and replace the distressed area(s) to the full distressed depth, and to a minimum surface area of 150% of each distressed area RECOMMEND LEAVING=Remove and replace the distressed area(s) to the full distressed depth and the full lane width, for the full distressed length plus 50' on each end.

Response: Agree. Changes made.

KERMIT RAMDIAL Resident Asphalt Specialist FDOT (Orlando Construction):

On 10/6/09 I submitted my comments regarding Review 3380000, I notice the only difference with 3380100 is that Spec. 338-6 revision is missing from this second review. My previous comments remain the same. In review of the 3380000 Value Added Asphalt Pavement specification, the following observations were made: • 338-5.1 second paragraph, states that the final survey will be conducted no later than 180 calendar days before the end of the warranty period, changing it from 45 days. Does this mean that after 180 days the department cannot survey the pavement condition?. If this is so, I think there is too much time left in the warranty within which a lot can go wrong.

Response: Agree. The change has been removed and the 45 days has been deleted.

Table 338-1 pavement distress under Ride propose the addition of the word layer to friction course which might be a bit redundant since the word course actually mean “continuous layer”.

Response: No change made.

Table 338-1 has in the 5th line a proposed change from “by manual straightedge” to “obtained manually”. Manual straightedging is an already established procedure whereas obtained manually is too open to interpretation.

Response: No change.

In the seventh paragraph of table 338-1 the word “Engineer” should not be crossed out.

Response: Added “the Engineer.”

• 338-5.5 second paragraph would be better if it stated “Remedial work will not be required if any one of the following conditions apply”

Response: Agreed. Revised.

Chris Papastratis
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Comment:

Table 338-1, new item #7, After (unless approved otherwise) by the Engineer, was accidently crossed out and should have remained.

Response: Added “the Engineer.”

There are 2 different depths for Rutting manual measurements, Category 1 Table 338-1 >0.3 inch, Category 2 Table 338-2 >0.4 inch. 338-5.3 Category 2 Pavement Table 338-2 Rutting Threshold note (1)“Manual Measurement Average depth >0.4 inch or”

Response: No change.

• Table 338-1 the Rutting Threshold note (1) Manual Measurement average - “when the average of the measurements obtained manually exceeds 0.30 inch remedial work...”

Response: No change.

338-5.5 – within 4 hours?? TYPO??? The Responsible Party has the first option to perform all

remedial work that is determined by the Department to be their responsibility. If, in the opinion of the Engineer, the problem poses an immediate danger to the traveling public and the Responsible Party cannot begin remedial work within 72 4 hours of written notification, the Engineer has the authority to have the remedial work performed by other forces.

Response: Agree. Revised.

John Skidmore
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Comment:

Each time the Department chooses to evaluate a section, the contractor should be notified regardless of the existence of deficiencies. The contractor should also be notified when the Department intends to perform the "final" evaluation allowing the contractor the option to attend this evaluation. Contractors need to be "in the loop" so there are no surprises. The key is the ride, not whether one bump or one rut exceeds 0.6 inches, unless either is a safety hazard. One or perhaps a few "ruts" could be caused by underlying sub base or base issues and not indicative of a pavement that is failing. The solution might be to repair one or two spots and not penalize the contractor in one-tenth mile sections for a condition not within the contractor's control. The traveling public cares about the overall ride, not that one spot somewhere in the miles of pavement exceeds 0.6 inches. Perhaps a limit could be set, e.g., more than one spot in each tenth mile or if every tenth mile has several spots, thereby indicating an overall low quality job. Such a circumstance should be reflected in the ride number anyway. Removing and replacing perfectly good pavement that rides well just because of one spot makes no sense.

Response: No change. These details have been worked out with Industry over the years.

Tom Byron
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Comment:

With the proposed change of the final survey to be conducted no later than 180 calendar days prior to the end of the warranty period, this amounts to a 2.5 year warranty that only provides a 3.5 RN over a 0.1 mile LOT.

Response: Agree. The change has been removed and the 45 days has been deleted.

A pavement with a 3.5 RN over a tenth mile is a poor riding pavement. Even with a full three year warranty period, I would suggest this specification is not worth the effort to administer and should either be eliminated or written to provide the Department with a roadway that still rides well after a short warranty period. We should be able to do better than this.

Response: Under consideration by the Department at this time.

Other comments: Period missing after the last sentence of the first paragraph of 338-5.1.

Response: Period inserted.

Minor formatting suggestion in the notes sections of Tables 338-1 and 338-2 so that all notes start on a new line. For consistency sake, suggest changing the “Settlement/Depression” line of Tables 338-2 and 338-3, under the “Threshold Values” and “Remedial Work” columns to “See Table 338-1” to match other types of distress in the tables.

Response: Agree. Changes made.

In the second paragraph of 338-5.5, change “...following conditions is found...” with “...following conditions are found...”. Questions: Why put more resolution in the 338-2 Note 1 (slower speed roadways) manual rut measurement (every 20’) than in the 338-1 Note 1 (high speed roadways) manual rut measurement (every 50’)?

Response: Agree. Changes made.

In 338-5.5 in the paragraph detailing the Responsible Party’s options regarding performing remedial work in an immediate danger situation, is it realistic for the Responsible Party to begin remedial work within 4 hours of written notification? What constitutes beginning remedial work planning or personnel and equipment on the project? What starts that 4 hour clock – Department personnel delivering the notice in person, certified mail?

Response: Agree. Revised.

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Comment:

Comments by Ronda S. Daniell, CPM Ocala Operations Resident Contract Administrator: 338- If we change to 180 days from 45, we will need to change in CIM plus in this section 338-5.1 what will happen if the pavement shows distress after that 180 days that were not noted.

Response: Agree. The change has been removed and the 45 days has been deleted.

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Comment:

I have received the following comments from the D2 Construction Residencies for the above mentioned Specification:

Why do the final survey 180 days prior to the end ? We are forfeiting 179 days of warranty.

Response: Agree. The change has been removed and the 45 days has been deleted.

338-5.1, paragraph 3, last sentence: Maybe look at changing the wording from “of the date of receipt of the information from the Department.” to “of the receipt date of the Department’s

findings”.

Response: Text revised.

Table 338-1 (7) Restore the word “ENGINEER” at the end of the sentence.

Response: Added “the Engineer.”

338-5.5, paragraph 5 Correct wording to say “length of all such “CONTINUOUS” LOTS, including the intermediate LOTS, not requiring remedial action.

Response: No change made.

We should not lock the final survey down to 180 days. We have had cases were a deficiency was noticed within 30 days of the warranty expiring and have had SMO perform a survey. There needs to be option to allow for a survey at any point during the Warranty Period. The Contractor is liable for any deficiencies up to 11:59pm on the date of expiration. Thus if something is found and testing required , then regardless weather we are within the 180 days or not the Contractor is still liable.

Response: Agree. The change has been removed and the 45 days has been deleted.
