**Guidance for Administering and Planning Pavement Maintenance Responsibilities during Construction**

Specification 104.7.3 requires the contractor to maintain the roadbed substantially free of ruts, holes, and detrimental surface deformations.  The intent of this specification is for routine emergency repairs that could reasonably be anticipated.

Here are some examples of routine emergency repairs:

**Example 1**.  We experience potholes each spring (**routine**) as the freeze/thaw cycles occur.  Some of these will be excessively deep, thus deemed an emergency.  We don’t make them fix all of the potholes, just the deep ones that could jar a motorcycle or damage a vehicle.

**Example 2**.  We have spring downpours that may wash out a large edge rut (**routine**).  We ask the contractor to blade the rock back up as soon as possible since this is a safety concern.

**Example 3**.  We have expansion bumps every summer (**routine**) where the underlying concrete pushes up the surface.  We instruct the contractor to put up a Bump sign until they can shave it off with a skid steer mill head (**emergency**).  We may later decide to have a full-depth repair performed at that location, which would be paid.

Pavement failure frequency and the extent of the repairs necessary are difficult to estimate.  If the existing pavement is in very poor condition, and/or the project extends over multiple construction seasons, it may be necessary to utilize MoDOT maintenance forces or the district pavement repair Job Order Contract to perform the repairs necessary so the roadway will not require extensive repairs during the course of a construction contract. If the proper maintenance cannot be performed in advance of the contract an alternate solution is for the core team to anticipate the need for excessive pavement maintenance and include a fixed-price line item for PAVEMENT MAINTENANCE.  This line item should have a contract fixed unit price of $1.00, with a unit/amount of DOLLARS, and a quantity set at the estimated cost.  This line item would then be used at the discretion of the engineer to pay for work under Force Account procedures for pavement repairs that are extensive in nature or frequency beyond what a contractor could anticipate.  A JSP should be inserted to define the basis of payment and all necessary job-specific terms.

If the contract does not include a line item for pavement repairs it may be appropriate to reimburse the contractor if the excessive repair conditions outlined above exist.  Payment would be made by force account or an agreed price per unit of repair. The contractor’s repairs would not be reimbursable for the following:

1. Infrequent routine repairs that are minor in nature.

2. If the contractor diverts additional traffic onto the roadway or shoulder outside of what the plans called for.

3. Any damage caused by the contractor’s actions such as heavy equipment or operations that would cause harm to the pavement.

4. Contractor staging changes that defers the pavement operation for an extended period or if the contract is not completed on- time and the pavement must remain in service longer than the contract called for.

5. Temporary pavement placed by the contractor as part of the contract.

The determination of whether a repair is routine and should have been anticipated by the contractor or if a repair is reimbursable will be at the sole discretion of the engineer.  This should be discussed at the pre-construction conference to manage expectations of MoDOT and the contractor.