



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

April 7, 2017

**To: Prospective Bidders**

**From: Lloyd G. Royall, Jr.**  
**Division Proposals Engineer**

DocuSigned by:  
*Lloyd G. Royall, Jr.*  
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**Contract ID#: DC00179**

**WBS Element: 2017CPT.03.12.10311**

- **Subject: Addendum #1 Duplin County Resurfacing**

The Subject contract proposal contains the following addendum:

- 1- Remove TWELVE MONTH GUARANTEE from the proposal

Addendum must be signed and dated.

**You MUST sign as your acknowledgement that you did in fact receive this addendum. Failure to do so shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

LGR/lgr

Addendum No.1

RE: Contract ID DC00179

WBS # 2017CPT.03.12.10311

**Duplin County**

US -117 (Two Sections) From SR 1147 to Southern Town Limits of Magnolia and from Northern Town Limits of Magnolia to Southern Town Limits of Warsaw.

**April 20, 2017 Letting**

The following provision shall be removed from the DC00179 Contract Proposal:

**TWELVE MONTH GUARANTEE:**

(7-15-03)

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SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.