



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

October 3, 2014

To Prospective Bidders:

Subject: Addendum 1 for the Warranty of Asphalt Surface Treatment

WBS Element: 6SP.20095.1

County: Bladen

Route: Various Secondary Roads

Description: Asphalt Surface Treatment – Split Seal and Triple Seal

This letter is to advise all prospective bidders of the following contract addendum:

- The Asphalt Surface Treatment (AST) shall be warranted by the project payment and performance bonds for a period of 12 months instead of 24 months.

A revised provision is attached. This revised provision shall replace the original provision in the proposal. Contract proposals submitted without this revised provision shall be rejected.

This addendum officially becomes a part of the contract bid document. If this office can provide additional information, please do not hesitate to contact this office at (910)486-1493.

Davin Schmidt
Division 6 Staff Engineer

Attachment

ec: Greg Burns, PE, Division Engineer
Ken Murphy, PE, Division Maintenance Engineer
Jerry Bradley, PE, Division Operations Engineer
Scott Pridgen, Division Program Manager
Drew Cox, P.E., District 3 Engineer
Rusty Marsh, P.E., Resident Engineer
Frank West, Division Traffic Engineer

WARRANTY OF ASPHALT SURFACE TREATMENT

(10-03-14)

Description

The Asphalt Surface Treatment (AST) shall be warranted by the project payment and performance bonds for a period of 12 months.

AST Acceptance and Warranty

(A) Warranty Period

The Department will conduct an inspection of the work and provide written acceptance in accordance with Article 105-17 of the Standard Specifications. Written acceptance of the work will constitute the start date for the 12 month AST warranty period.

(B) 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 the Engineer's acceptance will not be a condition for voiding the warranty.

(C) 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 perform the work in a timely manner, the Department may directly perform or have the corrective work performed by another entity at the Contractor's expense. Any emergency work performed will not alter the requirements, responsibilities, or obligations of the warranty.

(D) 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.

Lot - A 1,000-foot section of pavement or portion thereof, a lane width wide, on which AST is constructed on a single day and a single map.

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

The Department will review the AST and advise the Contractor of any required corrective work in writing prior to expiration of the warranty period.

The Department will approve all materials and methods used in warranty work.

The Department will determine if warranty work performed by the Contractor meets the contract and provide written acceptance of the warranty work when complete.

The Chief Engineer will review any disputes for corrective work covered under the warranty.