



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

December 9, 2019

Addendum No. 1

Contract No.: 11939216

WBS Element: 1B.107212

Labor Necessary for Operation of One Highway Drawbridge on US17 Business, Over the Perquimans River

To Whom It May Concern:

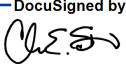
Reference is made to the proposal and plans previously furnished for this project.

The following revision has been made to the proposal and plans:

Page 6, "Contract Time and Completion Date" has been revised to adjust the hours of operation. Please replace the original Page 6, "Contract Time and Completion Date" with the attached revised Page 6, "Contract Time and Completion Date".

Please acknowledge receipt of Addendum #1 in the space provided on the Addendum Acknowledgement Form.

Sincerely,

DocuSigned by:

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C. E. Slachta
Division Proposals Engineer

Cc: J. D. Jennings, PE
C. W. Bridgers Jr., PE
G. A. Byrum, PE
R. W. Midgett, PE
R. L. Shook

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NC DEPARTMENT OF TRANSPORTATION
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EDENTON, NC 27932

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3. CONTRACT TIME AND COMPLETION DATE

The contractor shall begin work on March 1, 2020

The completion date for this contract is Midnight, June 30, 2021

Opening Schedule for this bridge is as follows:

April 1st - September 30th (8:00 AM to 12:00 AM - Midnight)

October 1st – March 31st (10:00 AM to 10:00 PM)

4. EXTENSION OF CONTRACT

Upon mutual agreement by the Department of Transportation and the Contractor, this contract may be extended for an additional period of up to two (2) years in one (1) year increments (maximum of three (3) years total). The unit bid price **per month** will be increased by 3% for each one year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. If the Department of Transportation elects to extend the contract, mutual agreement from the Contractor will be requested in writing ninety (90) days prior to the contract completion date for each additional year.

NOTE: In order to extend the contract, proof of insurance coverage must be received by the Department of Transportation's Purchasing Agent, thirty (30) days prior to the expiration of the current contract.

5. SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature of the work, and general and local conditions – particularly those bearing on transportation, availability of labor, State Regulation for safety and security of property, roads and facilities required for the prosecution of the work and all matters which can in any way affect the work or cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimated properly the difficulty or cost of successfully performing the work.

6. INSURANCE

The Contractor shall provide Workmen's Compensation insurance in accordance with the laws of the State of North Carolina.

The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him from claims for damage or property damages, which may arise from operations under this contract.

The Contractor is directed to Standard Specifications Article 107-15 for more information.

7. INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless, the State, the Department and all of its officers, agents and employees from all damages, suits, actions or claims brought of any injuries or damages sustained by any person or property on account of the Contractor's operations in connection with the contract. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the Department for its own negligence, breach of contract, equipment failure or other circumstances of operation beyond the control of the Contractor. The Contractor shall be responsible for and indemnify and save the Department harmless for any and all damages to its property caused by the negligence of the Contractor, its employees or agents in carrying out this contract.