



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

June 4, 2009

Addendum No. 1

Proposal No.: 10746644

WBS No.: 1.200827

Bertie County

Ferry Operator Service at Sans Souci Ferry

To Whom It May Concern:

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

The following revision has been made to the proposal:

Page No. 6 has been revised to revise the Special Provision "Liability Insurance". The provision has been revised to add the statement "**Longshoreman rules do apply regarding worker's compensation.**" Please void Page No. 6 in your proposal and staple the revised Page 6 thereto.

Sincerely,

A handwritten signature in black ink, appearing to read "W. B. Hobbs".

W. B. Hobbs, PE
Division Project Manager

WBH

Attachments

cc: J. D. Jennings, PE
C. W. Bridgers, Jr., PE

PURCHASE ORDER CONTRACT

Special Provisions

LOCATION

The ferry is located on SR1175 / SR1306 over the Meherrin River, Hertford County, North Carolina as shown on the attached map (Attachment D)

EXTENSION OF CONTRACT

Upon mutual agreement by the Department of Transportation and the Contractor, this contract may be extended for an additional period up to two (2) years in one (1) year increments (maximum of three (3) years total). The lump sum bid price will be increased for each one-year extension by 3% of the current price based on a one year total. 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.

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 Regulations 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 estimating properly the difficulty or cost of successfully performing the work.

LIABILITY INSURANCE

Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies. **Longshoreman rules do apply regarding worker's compensation.**

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.