



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

February 16, 2007

Addendum No. 2

RE: Contract ID: C201721
WBS# 36727.3.5
Guilford County
Bridge # H261, 225, 202, 015, 197 and 169
On I-85 Business in Guilford County.

February 20, 2007 Letting

To Whom It May Concern:

Reference is made to the proposal form recently furnished to you on this project.

The following revision has been made to the proposal:

On Page No. 13, the section entitled "Police" contained in the Project Special Provision entitled "General Requirements Scope of Work" has been revised. Please void Page No. 13 in your proposal and staple the revised Page No. 13 thereto.

Sincerely,

A handwritten signature in black ink, appearing to read "R. A. Garris".

R. A. Garris, PE
Contract Officer

RAG/jr/pa
Attachment

cc: Mr. W. S. Varnedoe, PE
Mr. E. C. Powell, PE
Mr. J. M. Mills, PE
Ms. D. M. Barbour, PE
Mr. Art McMillan, PE
Mr. Victor Barbour, PE
Mr. Mark Staley (2)
Mr. Dan Holderman, PE

Mr. Robert Memory
Mr. R. E. Davenport, Jr., PE
Ms. Norma Smith
Ms. Marsha Byrd
Mr. Ronnie Higgins
Ms. Taylor Mishoe
Project File (2)

The cost of Traffic Control will be paid for at the lump sum price per bridge.

POLICE

DESCRIPTION

Furnish Police Officers and marked Police Vehicles to direct traffic in accordance with the plans and specifications.

Utilize Police Officers who are outfitted with police uniforms.

Utilize marked Police Vehicles, which are equipped with police lights mounted on top of the vehicle, and police vehicle emblems.

Utilize Police Officers and marked Police Vehicles to direct or control traffic for every lane, ramp or loop closure.

BASIS OF PAYMENT

All costs associated with providing Police Officers and marked Police Vehicles will be the responsibility of the Department.

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 circumstance 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.

COMPENSATION

The Department agrees to pay the Contractor the total project bid cost including any bid item overruns, minus any liquidated damages, when he has satisfactorily completed the scheduled work described herein.