

May 23, 2022

**SCO ID# 21-23718-01A
NCDOT HIGHWAY DIVISION 3
TRAFFIC SERVICES ROOF REPAIRS**

ADDENDUM No. 2

<u>Item No.</u>	<u>Reference</u>	<u>Description</u>
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GENERAL:

Item No. 1		NCDOT Highway Division 3 is prepared to permit interested bidders access to the subject roof for their individual, direct inspection. Those desiring to access the roof shall provide their own proper equipment, including but not limited to ladders and personal protective equipment complying with all safety requirements. Furthermore, participating bidders shall certify their full acceptance of liability for injury to their personnel or damage to their property or the property of NCDOT by signing the waiver as attached. See Attachment 'A' . Interested bidders shall contact the Architect at 919-707-4550 by June 1, 2022 to make arrangements for a site visit.
Item No. 2	Informal Contract	Refer to "State of North Carolina Standard Form of Informal Contract and General Conditions", Paragraph "Notice to Bidders". The Bid Date and Time are hereby changed. Bids shall be received until Thursday, June 16, 2022 at 2:00 PM . The location and manner for receiving bids are not changed.

Mark D. Gibson RA
Architectural Supervisor
NCDOT Facilities Design Unit

RELEASE OF LIABILITY

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of obtaining access to subject roof at 5504 Barbados Boulevard, Castle Hayne, North Carolina 28429 for the purposes of providing bids for repairing the same organized by the North Carolina Department of Transportation of 1 S. Wilmington Street, Raleigh, North Carolina 27601 and/or use of the property, facilities, and services of the North Carolina Department of Transportation, I, _____, of

agree for myself and (if applicable) for employees under my direction to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the North Carolina Department of Transportation, or the employees, representatives, or agents of the North Carolina Department of Transportation.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity, and I assume full responsibility for personal injury to myself and (if applicable) to employees under my direction, and further release and discharge the North Carolina Department of Transportation for injury, loss, or damage arising out of the use of or my/our presence upon the facilities of the North Carolina Department of Transportation or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend the North Carolina Department of Transportation against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my/our use of or presence upon the facilities of the North Carolina Department of Transportation.

4. FEES. I agree to pay for all damages to the facilities of the North Carolina Department of Transportation caused by any negligent, reckless, or willful actions by me or employees under my direction.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under North Carolina law.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign the Agreement and that I have been given reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement, if I so desire.

7. ARMS'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event that any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the Parties. If the matter is not resolved by negotiation, the Parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies of disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the Parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

10. EMERGENCY CONTACT. In case of an emergency, please call Michael E. Burke (Owner's representative) at 910-512-4281 during the Day.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By: _____ **Date:** _____