Addendum No. 1

New Hanover County
Cells 2-6E Partial Closure Phase 3
County Bid No. 20-0298

Issued February 5, 2020

The bid submittal date has not changed and remains February 18, 2020 at 2:00 pm in accordance with the bid documents. Addendum No. 1 includes the following:

- NOTE THAT FEBRUARY 4th WAS THE CUT-OFF DATE FOR ADDITIONAL QUESTIONS

Questions Received:

1. In section 01730 1.08 E where it states that “All instruction sessions will be videotaped...”, how many sessions are to be expected?

   For this specific project, no videotaped sessions will be required.

2. ES&J would like to request access to the CAD file prior to the bid for NHC Landfill Cells 2-6E.

   Please note that to receive the CAD files you must be one of the companies who had a representative at the Mandatory Pre-Bid meeting. CAD files for the survey and intermediate cover will be provided upon receipt of a signed File Transfer Agreement Form (Attachment A). Please fully execute the agreement and email a pdf to Ian Spurlock at ispurlock@scsengineers.com. In the email to Mr. Spurlock please provide the name and email address of the person that will download the file. Only the person provided in the email will be given access to download the files.

3. Can you provide photos of all area's requiring repair. Preferably multiple angels specifying which photo relates to which existing structure on the plan view. This will provide us the ability to provide more accurate quotes.

   Please see Attachment B for GFFR photos and Attachment C for Pump Station photos.
4. I see that some detail views on the plans are showing, what appears to be GFFR material lying on top of GFFR material (sheet 9, drawing C9 "Toe Drain Connection to GFFR Detail").

The Toe Drain Connection to GFFR detail on Sheet 9 displays a side view of the GFFR from the centerline. What appears to be GFFR laying on top of each other is the “wing” of that GFFR spillway which has a higher elevation. Callouts have been added to Detail 6 on Sheet 9 to clear up the issue.

5. As the manufacture requirements are for all perimeter edges of GFFR to be turned down into an anchor trench, please provide clarification.

All perimeter edges of GFFR must be turned down into an anchor trench. Please see revised drawing set. Along the road as shown in Detail 2 on Sheet 8 the anchor will be 18”, all other edges will be anchored as recommended by the manufacturer but not less than 12”.

6. Sheet 8 Access Road Detail showing the GFFR turning down along the roadway, but no turn down on the opposing edge. Please provide clarification.

See the answer to question 5 above.

7. Sheet 9 Mid-Slope Berm Detail showing the GFFR only turning down on one side. Please provide clarification.

See the answer to question 5 above.

8. The “concrete Swale Stop Detail” in sheet 12, is this going to be installed prior to installing GFFR?

The installation of the Concrete Swale Stops are at the discretion of the CONTRACTOR. The swale stop can be installed before or after the installation of the GFFR. Non-shrink grout must be placed as fill in any gaps between the Concrete Swale Stop and the GFFR.

9. Regarding the non-shrink grout being called for at the repairs. As this requires being purchased in bag form, hand mixed and hand poured, would a VE alternate of minimal shrink ‘pumpable’ grout (that we have used in prior installations with no failures) be considered? We would have the specs to submit on.

Per spec 00100 – Article 9.2, The OWNER or the OWNER’s ENGINEER will not discuss, approve or disapprove any alternate equipment and/or materials before the proposals are opened.
10. The intermediate cover is stated that it must be one foot thick an that the grade lines must be meet on the intermediate cover plan, what are the requirements in the areas where two to three feet of fill is necessary from the top of mulch/top of trash to the bottom of the intermediate cover?

The lines and grades shown on Sheet 4 “Intermediate Cover Grading Plan” shall be met. The CONTRACTOR is responsible for adding and compacting waste or fill to meet bottom of Intermediate Cover grades. However, should settlement become an issue during construction, in the opinion of the ENGINEER, depth checks can be performed to prove the intermediate cover meets the permit requirement of 12” minimum from top of waste to top of intermediate cover.

Also, see the answer to question 16 below.

11. Please confirm that the requirement for a Resident Agent be excluded and that the bid bond can in fact be executed by a licensed, non-resident agent.

In accordance with North Carolina state statute 143-129B, bid bonds must be executed by a corporate surety licensed under the laws of North Carolina to execute such bonds. The surety company must be licensed and authorized by the NC Department of Insurance to do business in North Carolina. However, it is not a requirement that the agent issuing the bonds be a resident of the state. Bonds may be issued and signed by a non-resident agent, provided the requirements under 143-129B are met with regard to licensing and authorization to do business in the state are met.

12. In the specs, page 31 it is calling for 8” Filter Point Mat (FPM); however, in the plans, page 21 at the "GFFR Swale Detail" it shows the FPM at 6" thick. Please clarify if the project is calling for 8” FPM throughout, 10” FPM throughout, or a combination of both. If a combination please list locations where each it to be install.

Per spec 02272 part 2.B. Fabric: 8-inch filter point mat (FPM) shall be installed. Please see revised drawing set.

13. In Detail 1 on Drawing C8, there is no geomembrane weld shown where the cap geomembrane meets the cell bottom geomembrane at the toe of the slope. Is this correct? Or, should the cap geomembrane be welded to cell bottom geomembrane in this detail? Please clarify.

Closure geomembrane shall be welded to the existing cell bottom geomembrane. The weld is shown on Detail 4 on Sheet 8.
14. Detail 1 / Drawing C8 versus Detail 4 / Drawing C8: Please clarify the limits of Detail 1 versus Detail 4. Does the geocomposite extension shown in Detail 4 only apply where the toe drain outlet pipe exits the geosynthetic closure limit? Does the geocomposite need to extend along the entire toe of slope? This geocomposite extension is not shown in Detail 1.

Detail 1 is intended to show the overall relationship of the road, swale and final cover grading. Yes, the geocomposite will extend 3’ past the edge of liner along the entire toe of slope as it is shown in Detail 4 on Sheet 8.

15. Concerning the gas well details on Drawing 17, the geomembrane grade is not shown. Is it possible that there may be more geomembrane penetrations that the 12 listed in the bid form? Or, is it possible that each wellhead may have multiple penetrations at each location? Please clarify.

For the LFG system, only the wells were designed to penetrate the liner. However, as shown in Detail 2 on Sheet 10 all cleanouts and risers will require a pipe boot where they penetrate the closure liner system.

16. The fill material for the intermediate cover shows fills well over 1 foot in areas, the intermediate cover is only stated to be one foot thick. In these areas of larger fill what material is expected to meet the bottom of intermediate cover? Can trash be added or graded to meet the bottom of intermediate cover? Can the mulch be used to meet the grade in those areas?

Refer to Spec Section 02220 3.07 and 3.09. As stated in the specs, the material used for Intermediate Cover shall meet the requirements of General Fill per Spec Section 02220. Waste or Existing Intermediate Cover, as defined by Spec Section 02220 1.02.A and in 02220 3.07A, material including waste or mulch (10% or less) may be placed between the top of waste and the bottom of the 12” layer of Intermediate Cover. The use of Mulch as fill material is unacceptable. If waste is encountered during the liner tie-in excavation it may be graded into low areas or hauled to the Active Landfill Working Face. If the waste is graded into the low areas no payment will be made under Bid Item H.1.

Also, see the answer to question 10 above.

17. Can you provide clarification on the methane levels that have been detected and in what situations to understand what breathing apparatus will be necessary?

Excavations in waste and on cover material over waste can release many harmful gasses including but not limited to methane. Readings during the last excavation and well drilling operations were not logged or recorded.
18. If the borrow source does not have scales, will the owner permit use of the landfill scales? If not can the job be tracked by truckload with an agreed upon CY/TON QTY per truck?

Use of the landfill scales is unacceptable. If a borrow source with a scale is unavailable the CONTRACTOR may make a request for an alternate procedure at that time. It will be the CONTRACTOR’s responsibility to develop an alternative method that is acceptable to the ENGINEER. Accurately tracking the volume of soil is an important permit requirement as it relates to testing frequency.

19. Can you specify locations for the mulch pile and also for the active face where trash excavation from the work site will be hauled?

Please see Sheet 2 of the revised drawings.

Revisions to Drawing Set

See revised drawings in Attachment D

- Cover Sheet – Title name correction.
- Drawing C2 - Updated to show the location of the mulch pile and active landfill working face limits.
- Drawing C5 – Section views detail numbering correction, and toe drain at mid slope callout correction.
- Drawing C6 – Toe drain connection to GFFR detail callout correction, GFFR swale at road crossing callout correction, page and detail numbers in the notes section, and drawing number correction.
- Drawing C8 - Closure capping system detail addition of location (10, 12), swale stop addition on access road detail, and GFFR anchor and size modification.
- Drawing C9 – Toe drain connection to GFFR detail callout correction, and GFFR anchor modification.
- Drawing C11 – Detail view callout modification in stormwater interceptor spillway detail.
- Drawing C12 - Concrete swale stop callout correction, and Stormwater Spillway at Terrace callout correction.

NOTE: THIS ADDENDUM MUST BE ACKNOWLEDGED IN YOUR BID PACKAGE IN ACCORDANCE WITH THE SPECIFICATIONS. THE LAST DATE TO RECEIVE QUESTIONS FOR THIS BID WAS FEBRUARY 4, 2020.
END OF ADDENDUM NO.1
ATTACHMENT A
herein.

Recipient hereby requests and agrees that its receipt of electronic data (Electronic Data) from either Stearns, Conrad and Schmidt, Consulting Engineers, Inc. or any of its affiliated companies including but not limited to SCS Engineers, PC, SCS Engineers of Massachusetts, Inc., SCS Engineers of Michigan, Inc., or SCS Engineers of New York, P.C. (SCS) is subject to the following. In consideration of SCS providing Recipient with the Electronic Data, Recipient agrees as follows:

Recipient may make this request by submitting an unmodified executed copy of this request to:

Ian Spurlock
3922 Coconut Palm Drive
Suite 102 Tampa, FL 33619

SCS will provide Recipient with a link where Recipient may download the Electronic Data. Connection to and the equipment necessary to download the Electronic Data is solely Recipient’s responsibility and neither SCS nor New Hanover County NC is responsible for such equipment and neither SCS nor New Hanover County NC guarantees the availability of Electronic Data it being understood that Electronic Data is being provided solely for Recipient’s convenience to respond to the RFB.

Recipient acknowledges that SCS is providing the Electronic Data to Recipient for Recipient's convenience only and that neither SCS nor New Hanover County NC is obligated to provide the Electronic Data to the Recipient.

Recipient understands that the Electronic Data contains information that is on “hard-copy” drawings, specifications and/or other documents (“Drawings”) made part of the RFB. The accuracy of the Electronic Data is not warranted by either SCS or New Hanover County NC and Recipient shall rely on the Drawings only and not on the Electronic Data in the preparation of its bid.

Recipient acknowledges that drawings and specifications are frequently revised, both before and during a project. Recipient agrees and understands that such Electronic Data may not include the most up to date Drawing revisions and that it is its responsibility to independently verify that it has all revisions prior to using any Electronic Data. SCS shall have no obligation to notify Recipient of, or to provide to Recipient with any revisions or changes to the Electronic Data or information contained in the Electronic Data.

Recipient agrees that the Electronic Data is only for Recipient’s use and only for Recipient’s convenience responding to the RFB. Recipient will not provide the Electronic Data or a copy of it to any other person or entity who has not executed this request, and agrees that it will not reuse the Electronic Data for any other purpose other than for its convenience preparing a bid to the RFB.

Recipient agrees that SCS holds the copyright to the Electronic Data and retains all ownership rights. Any use of the Electronic Data except as authorized in this request is a violation of SCS’s copyright rights and may subject the Recipient to damages and other liabilities under state and federal laws. In accepting and using the Electronic Data provided by SCS, Recipient agrees that Electronic Data is an instrument of service of SCS, and SCS shall be the author, and retains all common law, statutory and other rights, including copyrights, in the Electronic Data and any derivative works thereof. By this Agreement SCS grants Recipient only a non-exclusive, non-transferable, limited license to use the Electronic Data solely for Recipient’s convenience responding to the RFB and for no other purpose. The license hereby granted may not be transferred, sold or assigned.

To the fullest extent allowed by law, Recipient releases SCS and New Hanover County NC from all claims relating to or arising out of the use of or accuracy of the Electronic Data, including without limitation any errors in or due to a virus in the Electronic Data. If the Electronic Data includes GIS data, the Recipient understands that such data is neither a recorded map nor survey, and shall not be used as one. Any GIS data is a compilation of records, information and data from various city, county and state entities and other sources, and neither SCS nor New Hanover County NC makes any representation that the features presented in the Electronic Data are accurate. Recipient further agrees that its response to the RFB is not based on the use of Electronic Data and agrees to make no claim that its Bid was in error because of its use of Electronic Data.

Recipient, to the fullest extent permitted by law, covenants not to sue and agrees to defend, indemnify, and hold harmless SCS and New Hanover County NC from any claims, damages, liabilities or costs, including attorney’s fees and defense costs, arising from: (a) the use of Electronic Data or from any reuse of the Electronic Data; (b) any claims asserted against SCS or New Hanover County NC relating to alleged errors in the Electronic Data; and (c) any claims or damages caused or alleged to be caused by SCS or New Hanover County NC, their acts, negligence, gross negligence, willful misconduct or any other legal theory of responsibility. In no event shall SCS or New Hanover County NC be liable for indirect or consequential damages as a result of Recipient’s use of the Electronic Data.

Under no circumstances shall this Electronic Data transfer be deemed a sale by SCS or New Hanover County NC, and neither SCS nor New Hanover County NC make any warranties, either express or implied, of merchantability and fitness for any particular purpose, or any warranties about the usefulness or compatibility of the Electronic Data.

It is the responsibility of the Recipient to check the Electronic Data for computer viruses or other harmful coding and Recipient waives all claims against SCS and New Hanover County NC for any costs or damages arising from the use of the Electronic Data or from the presence of a virus.

If SCS’s name, title block and/or logo appear in the Electronic Data, Recipient agrees to delete same prior to using the Electronic Data.

This request is the complete statement of the agreement between the parties on the subject matter, and merges and supersedes all other or prior understandings, purchase orders, agreements and arrangements. It is agreed that the Uniform Computer Information Transactions Act (UCITA) does not apply to this Agreement.

This Agreement shall be construed in accordance with the laws of the State of North Carolina, without regard to North Carolina’s choice of law rules. Venue for any dispute arising out of or related to this Agreement shall lie exclusively in the state and federal courts of New Hanover County, North Carolina and the parties hereby submit to the jurisdiction of such courts. If any provision herein is deemed unenforceable under a final judgement issued by a court of competent jurisdiction such provision shall be rewritten to incorporate the intent of the provision to enable its enforceability.

By making this request, the undersigned affirms that he/she is duly authorized to enter into contractual agreements on behalf of Recipient and Recipient agrees to the terms herein.

Recipient: ___________________________
By: __________________________________
Name: _____________________________
Title: _______________________________
Date: _______________________________
GFFR REPAIR LOCATIONS LAYOUT
CELL 6E PUMP STATION

CELL 6E PUMP STATION – FLOW METER 1
CELL 6E PUMP STATION – FLOW METER 2
ATTACHMENT D
Drawings bound separately
END OF ADDENDUM NO.1