

Addendum No. 1
New Hanover County
Cells 2-6E Partial Closure Phase 4
County Bid No. 20-0606

Issued July 30, 2020

The bid submittal date has not changed and remains August 19, 2020 at 2:00 pm in accordance with the bid documents. Addendum No. 1 includes the following:

- NOTE THAT AUGUST 7th IS THE CUT-OFF DATE FOR ADDITIONAL QUESTIONS.
- Please see Attachment A for the File Transfer Agreement Form.
- Please see Attachment B for the pre-bid meeting sign-in sheet (bidder's list).

Questions Received:

- 1. Our estimators have started reviewing plans/specs for the New Hanover County Cells 2-6E Partial Closure Phase 4 bid. The bidders will need access to a CAD file in order to perform a proper take-off per my estimators?**

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.

- 2. Per the drawing the catch basin does not show any spillway structure that will allow excess water the ability to egress if a severe storm occurs. Our concerns are relating to a potential breach of the catch basin?**

Calculations for the sedimentation basin were conducted for the basin and it was sized to provide additional freeboard for future landfill buildout. Therefore, no spillway structure is required at this time.

- 3. Is there an estimated budget for this project?**

An estimated budget was not created for this project.

4. We need the proposed final grade surface CAD file in order to complete our take off for this project.

The Final Cover grades shown on the drawings are conceptual (please see Note #1 on Sheet 5), the actual final grades will be based on the constructed intermediate cover surface and the provided details. Due to conceptual nature of the elevations shown, the final cover CAD file will not be provided.

Revisions to Drawing Set

- No Revisions to the Drawing Set are included in this addendum.

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 AUGUST 7, 2020.

ATTACHMENT A
File Transfer Agreement Form

**CONSTRUCTION CONTRACTOR ELECTRONIC FILE REQUEST
FOR REQUEST FOR BID _____ (RFB)
NEW HANOVER COUNTY CELLS 2-6E PARTIAL CLOSURE PHASE 4**

_____, hereinafter Recipient hereby requests for its sole convenience an electronic data file of the following:
InterCoverBid.dwg which contains the Intermediate Cover Design Surface, Partial Closure 2020_Plan_Topo which includes the design survey, and UPDATED_SURVEY_PHASE 4 including the updated survey as soon as it is available, issued as part of RFB #_____.

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 : ispurlock@scsengineers.com
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 is 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 Commonwealth of Virginia, without regard to Virginia'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 Fairfax County, Virginia 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: _____

ATTACHMENT B
Pre-Bid Meeting Sign-In Sheet

END OF ADDENDUM NO.1