

**OCONEE COUNTY PROCUREMENT OFFICE**  
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**WALHALLA, SC 29691**

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**ADDENDUM NO. 1**  
**ITB 16-14**

**PHASE 1 & PHASE 2 MASS GRADING IMPROVEMENTS**  
**FOR OCONEE INDUSTRY AND TECHNOLOGY PARK**

**OPENING DATE: MARCH 1, 2017 AT 2:00 PM - UNCHANGED**

Please include a copy of this Addendum No. 1, signed with your bid.

**Question 1: Will CAD drawings be made available for this project?**

**Answer 1:** Yes, the CAD files will be made available with the completion of the attached *Release of Electronic Files* form. Please complete the attached form and email to Ryan Page at [page.r@thomasandhutton.com](mailto:page.r@thomasandhutton.com) to receive the CAD drawing.

**Question 2: Are separate Bid Bonds needed for the Phase 1 and Phase 2 Projects, or is one bid bond needed for total project?**

**Answer 2:** Two bid bonds will be required, one for the Phase 1 Mass Grading Improvements and one for the Phase 2 Mass Grading Improvements. The County intends to select one of the two projects, not both. The bonding must be in place to select either of the two options.

**Question 3: What is the anticipated Start Dates for Phase 1 and Phase 2? Will they start concurrently? Permitting in progress?**

**Answer 3:** The anticipated start date for both projects is March 13, 2017. The projects will not start concurrently. The County will only select one of the two Options. Please refer to Specification *Section 01011 – Schedule of Work*, Section 1.6 Work Schedule and 1.7 Owner Occupancy. If the owner selects the Phase 2 Mass Grading Improvements, Priority Area No. 1 must be completed before moving to the other areas of the site. See *Priority Area Phasing Plan for Phase 2* in Section 01011.

The land disturbance permit is approved for the Phase 1 Mass Grading Improvements, and the Phase 2 Mass Grading Improvements are currently being reviewed by DHEC.

**Question 4: Please verify whether this project is Classified or Unclassified with regards to Excavation?**

**Answer 4:** The project is to be bid as unclassified for excavation. A Detailed Geotechnical Exploration is currently being conducted on the proposed project area and includes 37 additional soil borings. The results of the borings are scheduled to be available on Monday, February 20<sup>th</sup>, and the full report should be available on Friday, February 24<sup>th</sup>. The results will be provided in additional Addenda as received from the Geotechnical Consultant.

**Question 5: The specs say that there will not be payment for unsuitable material, but I do not see rock excavation mentioned in the specs. Is rock excavation a pay item, or are we supposed to include any anticipated rock in our bid price?**

**Answer 5:** There will not be separate payment for rock excavation. All costs associated with the work are to be included in the lump sum bid price for Earthwork.

**Question 6: If we are supposed to include rock excavation in our price, are we allowed to test drill / dig the site?**

**Answer 6:** Yes, contractors are allowed to dig test pits or drill the site at their own expense and risk. The contractor assumes all liability for conducting the test pits/drills onsite. If test pits are excavated, contractor must replace all removed material within the same day. Material must be replaced and compacted in 12"-15" lifts.

**END ADDENDUM NO. 1**

Dated: February 16, 2017

Please acknowledge receipt of Addendum by signing and attaching to your bid.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Signature) (Title of Signing Officer)

# **RELEASE OF ELECTRONIC FILES**

PROJECT NAME: Phase 2 Mass Grading Improvements for OITP JOB NO.: 26231.0000

LOCATION: Oconee Industry & Technology Park off of SC Hwy 11 in Oconee County, SC

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant (Thomas & Hutton Engineering Co.), the RECIPIENT agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The RECIPIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The RECIPIENT agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The RECIPIENT further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

The RECIPIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents or recorded survey. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents or recorded document shall govern.

In addition, the RECIPIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising directly or indirectly from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.

Under no circumstances shall delivery of electronic files for use by the RECIPIENT be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for direct, indirect or consequential damages as a result of the RECIPIENT's use or reuse of the electronic files.

No modification or amendment to this Agreement shall be allowed. RECIPIENT'S receipt of this Agreement and the Electronic Documents shall constitute its acceptance of these terms.

The RECIPIENT affirms that this Release has been carefully reviewed and read its contents are known and understood and that the Release is executed freely and without duress.

## **RECIPIENT**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Authorized Signature

Its: \_\_\_\_\_  
Title