

ADDENDUM 1

Project Name: Barton County Phase IV Cell Construction
Barton County Sanitary Landfill
February 14, 2020

RE: Barton County Phase IV Cell Construction
FROM: SCS Engineers
TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated January 2020 as noted below.

Acknowledge receipt of this Addendum in the space provided on the Bid Form Section, failure to do so may subject the bidder to disqualification.

The following provides a summary of key items discussed during the February 13, 2020 meeting while clarifying and correcting some comments provided during the meeting.

I. Introductions

Phil Hathcock - Barton County
Bret Clements - SCS Engineers

II. Bid Requirements and Dates

- a. Bids Due 1:30 P.M. on February 28, 2020
- b. Bid Bond for 5% of Bid Included with Proposal
- c. Substantial Completion Time – Increased to 90 Calendar Days
 - i. MODIFICATION NOTE:
 1. Substantial Completion time is being increased by 30 calendar days for a total of 90 Calendar Days.
 2. Completion - The time to reach Final Completion after Substantial Completion will remain at 30 Calendar Days.
 3. The Work Completion Date is not being extended and will remain October 31, 2020.
- d. Expected Work Completed by – October 31, 2020

III. Site Visits Coordinated Through Phil Hathcock (620) 793 - 1898

IV. Project Scope of Work

- a. Earthwork Cut/Fill for Subgrade Preparation
- b. 2-foot Thick Low Permeability Soil Liner
 - i. Soil from 6' to 12' used Successfully in the Past
 - ii. Soil Below Middle Horizon was Tested and Used During Phase III Construction of the Low Permeability Soil Liner
 - iii. Potential Onsite Water Source – Storm Water Pond
 - iv. Soil Placement Range - as listed in Test Pad Reports in COA Plan.
- c. Geosynthetics
 - i. Anchor Trench
 - ii. 60-mil Textured and Smooth Geomembrane
 - iii. Double and Single Sided Geocomposite
- d. Leachate Collection System
 - i. Perforated and Solid HDPE Piping
 - ii. Sand Drainage Layer (Provided by the County)
 - 1. Gradation Requirements
 - a. MODIFICATION NOTE:
 - i. The County is providing the sand required to construct the:
 - 1. Temporary Rain Flap (Dtl I)
 - 2. Temporary Liner Termination Berm (Dtl. H.)
 - 3. Sacrificial Rain Flap (Dtl. F)
 - iii. Drainage Gravel in Leachate Trench
 - 1. Gradation Requirements
 - iv. 8 oz. non-woven Geotextile Burrito Wrap
- e. PVC Perimeter Gas Vents
- f. Liner Termination Berm
 - i. Pipe Termination
 - ii. 20 ft min Overbuild
- g. Sacrificial Rain Flap
- h. Temporary Storm Water Diversion Berms
- i. Seeding and Mulching

- j. Contractor Staging and Material Lay Down Areas
- k. Surveying Requirements
 - i. Contractor Responsible for Construction Staking and to Ensure Compliance with Grades and Slopes
 - ii. Owner Responsible for Cost Associated with Third-Party Certification Surveys of As-Built Subgrade, Liner Thickness, Granular Layer Thickness, etc.
 - 1. Additional trips required due to not meeting grades or Contractor's means or methods will be charged to the Contractor.
- l. Project Testing Requirements

V. Permitting

- a. KDHE Permit No. 103 - Obtained by County in 2001, Revised in 2018

VI. Other Items

- a. Site Access through Construction Entrance on East or South Side
- b. Work Hours Not Limited to Landfill Operating Hours
- c. Give 24-Hour Notice to Solid Waste Supervisor Prior to Material Deliveries
- d. Do Not Disturb Existing Wetlands

VII. Questions

1. Where will the sand stockpile be located?
 - a. The sand stockpile will be located east of the excess stockpile shown on drawing 2.
2. Can the contractor staging area be moved out of low spot?
 - a. Yes, the staging area will be moved north of current staging area shown on the drawings.
3. Is the quantity shown on line item 2 "Excavate Soil to Subgrade Elevations" accurate?
 - a. Minimal grading has occurred within the limits of proposed construction since the last aerial. There is an aerial schedule to occur prior to construction. We believe there will be less than a 5,000 CY of change from the original provided quantity.
4. What does line Item 13 - Provide & Install Temporary Rain Flap Berm on the bid form include?
 - a. Line Item 13 includes the berms specified as shown in Sacrificial Rain Flap in Detail F & Temporary Rain Flap- Detail I.

- b. Cost to construct Detail H Temporary Liner Termination Berm should be included in Line 14 of the bid tab.
- 5. Do the stair steps need to be cut out before placing clay?
 - a. The contractor should plan on cutting out the stair steps during subgrade excavation along Phases I, II, and III so these locations can be surveyed as KDHE has required this at other facilities.
- 6. Will there be a charge for overruns on the sand?
 - a. The County will provide sufficient sand to construct Phase IV protective/drainage layer and berms as depicted in the Construction Drawings. Use of sand beyond those depicted in the construction drawing will be the responsibility of the Contractor.
- 7. When can construction start?
 - a. Construction can commence once the County selects a Contractor and proper paper work is filed, the soonest to start would be estimated at mid to late March.
- 8. Are SWPPP's required?
 - a. SCS Engineers will not be reviewing the SWPPP's but all local, state and federal regulations should be followed by the contractor.
- 9. Can the contractor pay the surveyor for additional trips to do construction surveying?
 - a. Additional trips for certification surveying due to deficient work or Contractor's request will be at the Contractor's sole expense.
- 10. How much notification time does the surveyor require?
 - a. Contractor must provide written notice at least 7 days prior to needing Surveyor on-site.
- 11. Can the AutoCAD file be provided for quantity estimating purposes?
 - a. The AutoCAD file for the Phase IV construction can be obtained by completing the attached Electronic Release Agreement and submitting to bclements@scsengineers.com

VIII. Modification to Project Manual dated January 2020

- 1. The Contract time to reach Substantial Completion will be increased from 60 calendar days to 90 calendar days. The time to reach Final Completion after Substantial Completion will remain at 30 calendar days. In addition, the Work Completion date of October 31, 2020 is not being extended.
- 2. The County will supply the sand necessary to construct the proposed berms shown in Details F, H, and I.

IX. Attachments

- 1. Sign-in Sheet
- 2. Electronic Release Agreement

Pre-Bid Meeting
 Barton County Sanitary Landfill, Phase IV Cell Construction
 February 13, 2020 - 3:00 PM CST

	Name	Company	Phone	Email
1.	Keith Ruf	HX construction	817-774-3290	Keith.ruf@hxconstruction.com
2.	John Eastman	J-T Westhoff	402-421-1225	
3.	Barry McManaman	BT Co	620-793-1808	bmcmanaman@bartoncounty.org
4.	Cole Williams	Cedar Ridge GC	580-254-8066	cedarridgege.steph@att.net
5.	Dillon Hilton	Blue Sage Services	580-625-6100	dhilton@bluesageservices.com
6.	Ben Loewen	MJE	620-682-0592	bloewen@mjellc.net
7.	Jill Wahl	MJE	620-846-234	jwahl@mjellc.net
8.	Mark Hubert	Sporr Land Dev	785-672-4319	mark@sporrland.com
9.	Mike Unruh	Unruh Excavating	620-345-3366	mike@unruhexcavating.com
10.	Brook Eakin	Eakin Enterprises Inc	(620)617-2956	brook@eakinenterprises.com
11.	Fred Larkin	Malm Const	785-227-3190	flarkin@hometel.com
12.	Derek Voegeli	Superior	316-613-1096	derek@superiorcompanies.net
13.	Roger Krier	Krier Packer	620-793-5938	
14.	Troy McLaren	HMK	620-793-4828	Tmclarren@haz-mat-resource.com
15.	Steve Ponzelone	Smoky Hill, LLC	785-825-1724	Steve.ponzelone@smokyhillconst.com
16.	Bret Clements	SCS Engineers	479-713-0145	bclements@scsengineers.com
17.	Phil Hathcock	Barton Co	620-793-1898	solid.waste@bartoncounty.org
18.	Jennifer Hamby	Barton Co	620-793-1898	jhamby@bartoncounty.org
19.				
20.				

**AGREEMENT FOR TRANSFER OF ELECTRONIC FILES
FOR
Barton County Phase IV Cell Construction**

This Agreement is made between Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (“SCS”) and RECIPIENT and is subject to the following terms and conditions to which the parties mutually agree:

1. SCS agrees to provide and RECIPIENT agrees to accept the electronic documentation or data listed below (“Electronic Files”) on the terms and conditions stated herein:

DESCRIPTION OF ELECTRONIC FILES

AutoCAD file containing existing contours

AutoCAD file containing proposed top of clay contours and site features

2. RECIPIENT’s acceptance and use of the Electronic Files signifies RECIPIENT’s consent to be fully bound by the terms of this Agreement, whether or not RECIPIENT signs this Agreement.
3. RECIPIENT agrees not to use the Electronic Files, in whole or in part, for any purpose other than for the Barton County Phase IV Cell Construction Project. RECIPIENT agrees not to transfer the Electronic Files to others without the prior written consent of SCS.
4. In accepting and using the Electronic Files provided by SCS, RECIPIENT agrees that all Electronic Files are instruments of service of SCS, and SCS shall be deemed the author, and shall retain all common law, statutory and other rights, including copyrights, in the Electronic Files and any derivative works thereof. By this Agreement SCS grants RECIPIENT only a non-exclusive, non-transferable, limited license to use the Electronic Files solely for purposes of the Project. Neither this Agreement nor the license hereby granted may be transferred, sold or assigned.
5. If SCS’s name, title block and/or logo appear in the Electronic Files, RECIPIENT agrees to delete same prior to using the Electronic Files.
6. SCS makes no representation or warranty as to the compatibility of the Electronic Files with RECIPIENT’s hardware or software, or that the means or media of electronic transfer of the Electronic Files is free of computer virus.
7. RECIPIENT is aware that differences may exist between the Electronic Files delivered and the data or hard copy files from which the Electronic Files are derived. It shall be RECIPIENT’s responsibility to determine the accuracy, correctness and completeness of the information contained in the Electronic Files and whether any conflicts exist with other data or records.
8. RECIPIENT acknowledges that the Electronic Files have not been prepared for the purposes of determining exact locations of features or dimensions. SCS makes no warranties or guarantees, express or implied, as to the accuracy, correctness or completeness of the information contained in the Electronic Files, including any warranty of merchantability or warranty of fitness for a particular purpose. RECIPIENT agrees to independently verify the accuracy, correctness and completeness of the Electronic Files for its needs. Use of the Electronic Files provided herewith is solely at the risk of the RECIPIENT, and RECIPIENT

covenants not to sue and waives and releases SCS, its officers, directors, employees and subconsultants from and against any claims or liability resulting from such use, whether in tort, contract or otherwise.

9. SCS shall have no obligation to notify RECIPIENT of, or to provide to RECIPIENT, any revisions or changes to the data or information contained in the Electronic Files.
10. RECIPIENT agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless SCS, its officers, directors, employees and subconsultants against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, whether in tort, contract or otherwise, arising from RECIPIENT's use of the Electronic Files. In no event shall SCS be liable for indirect or consequential damages as a result of RECIPIENT's use of the Electronic Files.
11. The Uniform Computer Information Transactions Act (UCITA) does not apply to this Agreement.
12. 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.
13. The Agreement constitutes the sole and entire agreement between SCS and RECIPIENT regarding the Electronic Files. This Agreement replaces and supersedes all prior discussions and agreements between RECIPIENT and SCS with respect to the matters contained herein.

By executing this Agreement, the undersigned affirms that he/she is duly authorized to enter into contractual agreements on behalf of RECIPIENT and RECIPIENT agrees to the terms of this Agreement.

RECIPIENT:

By: _____

Name: _____

Title: _____

Date: _____