



Nick Ingold
Engineer Technician

Currituck County

153 Courthouse Road, Suite 302
Currituck, North Carolina 27929
252-232-6048
FAX 252-232-3298
Nick.Ingold@CurrituckCountyNC.gov

ADDENDUM No. 1

Date: July 21, 2020

To: Prospective Bidders and Others Concerned

From: Currituck County

RE: Odor Control System for Sludge Holding Tanks – Ocean Sands Wastewater Treatment Plant 200,000 gpd, Phase I

The following shall take precedence over the plans and specifications and shall become part of the Contract Documents. Please acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to acknowledge this addendum may result in your bid being declared non-responsive.

1. The deadline to receive bids is no longer 4:00 p.m. on Friday, July 29, 2020. The new date bids will be received is until **4:00 p.m. on Friday, August 14, 2020.**
2. Instructions to Bidders: Paragraph 3.0 - Questions
 - a. The deadline to submit questions to the County is no longer 5:00 p.m. on June 21, 2020. The new date to submit questions will be 5:00 p.m. on August 4, 2020
 - b. The deadline for the County to respond to submitted questions is no longer June 23, 2020. The new date to respond to questions will be August 6, 2020.
3. Agreement for Odor Control System for Sludge Holding Tanks, Ocean Sands Wastewater Treatment Plant: Paragraph 11 – Indemnity
 - a. The Indemnity section will be replaced with the following statement:

“The Contractor agrees to indemnify and hold harmless the Owner from all loss, liability, claims or expense, including attorney’s fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Owner. It is the intent of this provision to this provision to require the Contractor to indemnify the Owner to the fullest extent permitted under North Carolina law.

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The Owner agrees to indemnify and hold harmless the Contractor from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Owner except to the extent same are caused by the negligence or misconduct of the Owner. It is the intent of this provision to this provision to require the Owner to indemnify the Contractor to the fullest extent permitted under North Carolina law."

4. Sludge pumping and hauling.

- a. The sludge holding tanks will need to be completely empty for installation of pipping and drop pipe assembly. Contractor will be responsible for coordinating with Atlantic Sewage to pump and haul up to 82,100 gallons of sludge from the sludge holding tanks. An allowance of \$9,010.00 will be provided and will be added to the contractor's bid. Sludge pumping and hauling will be updated in the scope of work, bid form, and specifications.

End of Addendum.