

Bid Addendum 02



CLARK NEXSEN
421 N. Harrington Street, Suite 600
Raleigh, NC 27603
Phone: 919-828-1876

Project: Maritime Museum Education Center,
Beaufort, NC – Construction Phase Services

Date: July 19, 2024

SCO#: 24-27956-01A

Prepared by: Allan Kram, AIA

CN #: 10145-01

This ADDENDUM is to be a part of the contract documents and modifies and takes precedence over the original bid documents, as noted below and in any attached documents. Original items of the plans and specifications that have been modified, amended, voided, or suspended through previous addendums, shall remain in effect. It is the responsibility of the Bidder to notify and/or distribute this ADDENDUM to those sub-bidders who have received prints or digital files. The Bidder is to acknowledge receipt of this ADDENDUM in the space provided on the Bid Form.

DRAWING MODIFICATIONS

No Drawing Modifications for this Addendum.

PROJECT MANUAL MODIFICATIONS

No Project Manual Modifications for this Addendum.

GENERAL

1. Site CAD files will be provided to Bidders upon request. Bidders must fill in the appropriate fields of the “Digital File Release, Use & Limitation Agreement” form attached hereto with Bidder’s company name, company address, and the company representative receiving the CAD files. All other fields are to be left blank, and Bidder’s signature is not required. Email the unsigned form to Allan Kram (allan.kram@clarknexsen.com), and you may copy Will Pate (wpate@clarknexsen.com).
2. As a reminder about the RFI submittal process: All RFIs are to be emailed to Allan Kram. You may copy Bucky Oliver, Lisa Cox, and Will Pate. All questions are due no later than Tuesday, July 30, 2024 at 5:00 PM. After that date, no questions will be taken. The last Addendum will be sent out on Friday, August 2, 2024.

REQUEST FOR SUBSTITUTION

1. Substitution requests were received from product manufacturers. Requests for substitutions must be submitted by the General Contractor, so no action was taken. Clark Nexsen provided instructions to the requestors to gain access to the plan holders list through Sharpe Co.

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QUESTIONS AND ANSWERS

1. **QUESTION:** We would suggest that this be a dry fire suppression system to eliminate the use of insulation and heat tracing. This cost of insulation and heat tracing would be as much as the wet system. Can we change this to a dry system?
 - a. **RESPONSE:** No. The proposed change to the fire suppression system is not accepted.

2. **QUESTION:** What is the anticipated start date of this project?
 - a. **RESPONSE:** The project's Notice to Proceed date is not known, as it depends on the selection of a Bid and the successful finalization of a construction contract.

3. **QUESTION:** Has a preliminary project schedule been built?
 - a. **RESPONSE:** No. Building the preliminary project schedule is the responsibility of the Bidder who is successfully awarded the construction contract.

4. **QUESTION:** Would it be helpful if we provided a schedule?
 - a. **RESPONSE:** Yes. It will be helpful for Bidders to provide a schedule beginning from an anticipated Notice to Proceed date and incorporating the number of construction days noted in the Specifications.

ATTACHMENTS

1. Digital File Release, Use & Limitation Agreement

END OF ADDENDUM 02

Digital File Release, Use & Limitation Agreement

WithersRavenel, Inc.

This Digital File Release, Use & Limitation Agreement (“Agreement”) is between _____,
_____ (“Authorized User”) and WithersRavenel,
Inc. for the project and specific Digital File(s) referenced below:

WR Project Name: _____
WR Project Number: _____
WR Digital File Name: _____
WR Digital File Format: _____
WR Digital File Date: _____
WR Digital File Size: _____

If applicable – list additional file names and pertinent information on the attached **Appendix A**.

The Digital File(s) identified in this Agreement will be released as follows:

Released By: _____
Released To: _____

With receipt of this Agreement and subsequent use of the transmitted files, the Authorized User agrees to accept and be obligated by the terms of this Agreement for use of WithersRavenel’s above referenced Digital File(s) including any Additional Files identified on the attached **Appendix A**.

WithersRavenel hereby:

1. Grants the Authorized User only a limited license to use the Digital File(s) identified in this Agreement for the above referenced project in keeping with the terms of this Agreement.
2. Retains all intellectual property rights in the Digital File(s)
3. Makes no warranties, express or implied, regarding: (a) the Digital File(s)’ accuracy, correctness or completeness; or (b) the Digital File(s)’ merchantability or fitness for a particular purpose.
4. Provides no guarantee of the integrity of the data or the completeness and form of translations represented by the Digital File(s)
5. Provides no warranty or guarantee that any portion of the Digital File(s) are free of computer viruses.

The Authorized User hereby:

1. Shall not consider the Digital File(s) to be contract documents as defined by the general conditions of the contract for construction when such contract exists.
2. Acknowledges that the version of the Digital File(s) provided to the Authorized User may not represent the final design and the Authorized User shall have the sole responsibility to compare the Digital File(s) provided with the sealed construction documents, for accuracy.
3. Shall verify the accuracy, correctness, and completeness of the Digital File(s) for the Authorized User(s) specific intended use of said file(s) and have the sole responsibility to compare the Digital File(s) provided with the sealed construction documents, when applicable, for accuracy.
4. Shall promptly notify WithersRavenel upon discovery of any errors or omissions in the Digital File(s) so that WithersRavenel has a minimum of 10 days to review the findings, and if considered necessary by WithersRavenel, correct any such errors or omissions.
5. Shall remove WithersRavenel's name and logo from the Digital File(s).
6. Shall assume the sole risk, responsibility, and liability for use of the Digital File(s).
7. Shall not reuse the Digital File(s) or share the file(s), assign your rights or delegate your obligations under this Agreement without WithersRavenel's prior written consent.
8. Shall comply with all applicable laws, codes, rules, and regulations with respect to use of the Digital File(s).
9. Shall be solely responsible for obtaining any approvals from local authorities or others arising from or related in any manner to your use of the Digital File(s).
10. Shall have sole responsibility for assuring that such Digital File(s) are free of any viruses before using them. The Authorized User shall not hold WithersRavenel responsible for such viruses or their consequences.
11. Shall not hold WithersRavenel responsible for any error or malfunction in the translation, interpretation, or use of this electronic information.
12. Shall covenant not to sue WithersRavenel for, and agree to indemnify, defend, and hold WithersRavenel harmless from, all claims, damage, loss, or liability (whether arising in tort, breach of contract, warranty, or otherwise), and all damages, costs, and expenses (including, without limitation, attorney fees and litigation expenses and court costs), arising from, or related to: (a) Authorized User's actual or alleged failure to strictly comply with this Agreement; or (b) Authorized User's actual or alleged use of the Digital File(s)..
13. Shall release, waive, and shall not seek contribution from, or indemnification by, WithersRavenel for any claims of any nature made against the Authorized User by any other person who may suffer any loss, property damage or bodily injury in any manner associated with the Digital File(s), or WithersRavenel's partners, members, managers, directors, officers, employees, agents under this Agreement.
14. Shall limit WithersRavenel's liability for any loss, property damage or bodily injury of or to the Authorized User caused in whole or in part by WithersRavenel under this Agreement shall be limited in the aggregate to \$500.00 which shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise.
15. Shall not hold WithersRavenel liable to the Authorized User, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages.
16. Shall agree to pay WithersRavenel's reasonable attorney's fees and expenses and other litigation costs for WithersRavenel's enforcement of this Agreement because of Authorized User's breach of the Agreement.

WithersRavenel and the Authorized User hereby mutually agree that:

1. North Carolina law governs this Agreement in all respects, including matters of construction, validity, and performance and consent to the exclusive jurisdiction of the applicable Court of Wake County, North Carolina, and the associated United States District Court, over any controversy between the Authorized User and WithersRavenel arising out of or related to this Agreement.
2. Any invalid, illegal, or unenforceable portion of this Agreement shall be stricken from this Agreement and the balance of this Agreement shall be construed as if this Agreement did not contain the invalid, illegal, or unenforceable portion.
3. This Agreement supersedes all prior agreements, understandings, or communications, between the Authorized User and WithersRavenel, whether oral or written about the subject matter of this Agreement.
4. This Agreement represents the entire agreement between the Authorized User and WithersRavenel.
5. The Agreement is not to be construed as creating a joint venture, agency, or partnership between the parties. This Agreement may not be modified except in writing signed by the Authorized User and WithersRavenel.

WithersRavenel, Inc.

Released By: Signature:

Name:

Title:

Date:

Appendix A

WithersRavenel, Inc. consents to the use of the following Digital File(s) solely by User, subject to the terms and conditions of the Digital File Release, Use & Limitation Agreement:

WR Digital File Name: _____

WR Digital File Format: _____

WR Digital File Date: _____

WR Digital File Size: _____

WR Digital File Name: _____

WR Digital File Format: _____

WR Digital File Date: _____

WR Digital File Size: _____

WR Digital File Name: _____

WR Digital File Format: _____

WR Digital File Date: _____

WR Digital File Size: _____

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