

Infratec Consultants, Inc.

INFRASTRUCTURE TECHNOLOGY

Date: September 15, 2011

Owner: Cherokee County Water and Sewerage Authority

Project: Water Treatment Plant Dredging

RFP No.: CCWSA_2011_002_WTP Dredging

ADDENDUM NUMBER ONE

1. Acknowledge Addendum Number One by circling #1 on the Proposer's Checklist in Appendix B and by signing and attaching a copy of the Addendum to the Checklist as part of the Contractors Proposal.
2. Remove and Replace Page 8 with the enclosed copy footnoted by (Per Addendum No. 1). The hours of operation are not limited Monday through Saturday. The plant is staffed 24 hours per day and the Contractor will need to coordinate his hours of operation with the operator on duty.
3. Remove and Replace Pages 23 through 27, Appendix A, Proposer's Bid Proposal with the enclosed copy footnoted by (Per Addendum No. 1). The Debris Removal item on both options has been revised to a Price per dry ton removed or Price per cubic yard removed unit price. The "dry ton" quantity will be on a true dry tons calculation with 100% water removed as determined in the lab. The Contractor and Utility License number is optional on the form and is not a requirement on this project.
4. Remove and Replace Page 40 with the enclosed copy footnoted by (Per Addendum No. 1). A notation about a previous Contractor was removed.
5. Attached are photographs of the reservoir taken on September 7, 2011 after allowing the level in the reservoir to drop several feet. The photos are for general reference only.

End of Addendum Number One

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

Contractor shall allow the CCWSA seven (7) calendar days for draining the reservoir. The Contractor shall take this into consideration in preparing their proposal.

2.3 GENERAL REQUIREMENTS

2.3.1 Erosion Control

The Contractor shall be required to install two layers of Type "C" silt fence along the backslope of any areas where construction and dewatering or excavation staging activities will be located. The Contractor will be paid to install, maintain, and remove the silt fence per the unit price in their proposal. After a plan of construction is presented to the CCWSA by the Contractor the locations of the silt fence will be established.

The Contractor shall install and maintain a construction exit near the transition from the gravel road to asphalt near the settling reservoir road. The Contractor shall be responsible for keeping the tires of all trucks and equipment clean and shall not track mud onto any public road from the Water Plant site. A truck washing station may be required to ensure this does not happen. The Contractor shall install, maintain, and remove the construction exit and wash station at his own expense as part of the debris unit price in their Proposal.

2.3.2 Removal of Debris

The Contractor shall remove all sand, silt, filter backwash sludge and any other debris that are removed and or excavated from the settling reservoir from the Water Plant site. The CCWSA will not allow any material to be buried on site. The Contractor shall pay for all cost associated with transporting and any final disposal fees. The Contractor shall provide any materials testing as may be required by the final disposal site at his own expense.

2.3.3 Hours of Operation

The Contractor shall limit his hours of operation to ~~6:00 a.m. to 6:00 p.m.~~ Monday through Saturday. The facility is staffed 24 hours per day and the front gate remains locked. Contractor shall coordinate access for construction activities with the Water Plant Operator on duty.

2.3.4 Temporary Utilities During Construction

The Contractor shall provide any temporary utilities needed by construction personnel including by not limited to power, phone, drinking water and sanitary facilities. The existing water plant structures are off-limits to all construction personnel and the limits of access will be the entrance road and the road around the settling reservoir. The Contractor may have access to a fire hydrant for water associated with construction activities if requested. The CCWSA will install a fire hydrant meter and backflow preventer for monitoring the water usage for reporting purposes only.

APPENDIX A
Cherokee County Water & Sewerage Authority
Proposer's Bid Proposal
RFP CCWSA_2011_002 WTP Dredging

The undersigned Proposer proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 1 – PROPOSER'S ACKNOWLEDGEMENTS

Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 65 days after the Bid opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.

ARTICLE 2 – PROPOSER'S REPRESENTATIONS

1. In submitting this Bid, Proposer represents that:
 - A. Proposer has examined and carefully studied the Bidding Documents, the other related data identified in the RFP, and any Addenda, receipt of which is acknowledged on the Proposer's Checklist.
 - B. Proposer has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - D. Proposer has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Proposer, and safety precautions and programs incident thereto.
 - E. Proposer does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - F. Proposer is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - G. Proposer has correlated the information known to Proposer, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

- H. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Proposer.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Proposer will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 3 – FURTHER REPRESENTATIONS

Proposer further represents that:

- K. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- L. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Bid;
- M. Proposer has not solicited or induced any individual or entity to refrain from bidding; and
- N. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

ARTICLE 4 – TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees that the Work will be substantially complete within the calendar days shown or adjusted by the Bid Form for each Option, after the date when the Contract Times commence to run starting with the notice to proceed date, and will be completed and ready for final payment by such date.

Bidder accepts the provisions of the RFP as to liquidated damages in the event of failure to complete the Work within the Contract Times.

Contractor and Owner recognize that time is of the essence of this Proposal and that Owner will suffer financial and operational loss if the Work is not completed within the times agreed upon in the Bid Proposal, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500 (Five Hundred Dollars)** for each day that expires after the time specified in the Proposers RFP and the final Contract.

Substantially complete will be defined as the date in which the CCWSA is able to use the raw water settling reservoir without any additional dredging or excavation activities. The Contract may have additional time to demobilize without liquidated damages being imposed.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

ARTICLE 5 – BASIS OF PROPOSAL

Proposer will complete the Work in accordance with the Contract Documents for the following price(s):

OPTION A – Dredge and Mechanically Dewater Debris

Under this option, the General Contractor shall dredge and mechanically dewater a combination of sand, silt, and filter backwash debris from the bottom of the existing settling reservoir. Contractor shall furnish all required barges, pumps, belt press, centrifuges, trucks, and ancillary equipment to remove, dewater, and haul the dry solids from the site. The Contractor shall pay all cost associated with trucking and disposing of the material. *The CCWSA will multiply the dry tons removed by the unit price in the proposal plus items 1 and 3 to determine the Contractors reimbursement. The total construction budget for debris removal is \$900,000.00.*

No.	Description	Qty.	Units	Unit Price	Total Amount
1.	Mobilization/Demobilization	1	L.S.	\$ _____ Numerals	\$ _____ Numerals
2.	Debris Removal (Price per dry ton removed)	1	Dry Tons	\$ _____ Numerals	\$ _____ Numerals
3.	Silt Fence Type "C"	2,000	L.F.	\$ _____ Numerals	\$ _____ Numerals

Total of Option A

\$ _____
Numerals

\$ _____
Words

Proposer estimates that in addition to the 90 calendar days included in the RFP from the commencement time, an additional _____ days will be required.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

OPTION B – Drain and Excavate Debris

Under this option, the General Contractor shall coordinate with the water plant operator to drain the settling reservoir and then excavate the bottom of the reservoir back to its original grades and elevations. Contractor shall required grading equipment and trucks, and ancillary equipment to remove and haul a combination of sand, silt, and filter backwash debris from the site. The Contractor shall pay all cost associated with trucking and disposing of the material. It will be the Contractors responsibility to coordinate the solids content of the material with the final disposal site. The CCWSA and the Contractor shall measure the dewatered site before and after excavation in calculating the cubic yards in the proposal. *The CCWSA will multiply the cubic yards removed by the unit price in the proposal plus items 1 and 3 to determine the Contractors reimbursement. The total construction budget for debris removal is \$900,000.00.*

No.	Description	Qty.	Units	Unit Price	Total Amount
1.	Mobilization/Demobilization	1	L.S.	\$ _____ Numerals	\$ _____ Numerals
2.	Debris Removal (Price per cubic yard removed)	1	Cubic Yards	\$ _____ Numerals	\$ _____ Numerals
3.	Silt Fence Type "C"	2,000	L.F.	\$ _____ Numerals	\$ _____ Numerals

Total of Option B

\$ _____
Numerals

\$ _____
Words

Proposer estimates that in addition to the 90 calendar days included in the RFP from the commencement time, an additional _____ days will be required.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

This bid submitted by:

An Individual

Name (typed or printed): _____

By: _____
(SEAL) *(Individual's signature)*

Doing business as: _____

A Partnership

Partnership Name: _____
(SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____
(SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Proposer's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ *(optional)*

Utility Contractor License No. _____ *(optional)*

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

SURETY (Name and Address of Principal Place of Business):

BOND

Bond Number: _____
Date (Not earlier than Contract Date): _____
Amount: _____
Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS
PRINCIPAL

Company: _____

(Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____

(Corp. Seal)

Signature: _____

Name and Title:











