

Krebs Engineering, Inc.
15 Lagrange Street
Newnan, GA 30263
470-724-5050
January 18, 2023

ADDENDUM NO. 2

CONTRACT NO.: 20518

OWNER: COWETA COUNTY WATER & SEWERAGE AUTHORITY

PROJECT: SHENANDOAH WASTEWATER TREATMENT FACILITY IMPROVEMENTS

BID DATE: January 31, 2023

TO: ALL PROSPECTIVE CONTRACTORS AND SUPPLIERS

The changes, modifications, and/or additions covered by and set forth in this Addendum No. 2 shall become part of and be incorporated in the Specifications, Contract Documents, and Bid Documents for the above referenced project:


SPECIFICATIONS TO BE REVISED BY ADDENDUM:

AD2.1 INSTRUCTIONS TO BIDDERS

1. Replace the INSTRUCTIONS TO BIDDERS in its entirety with the attached. Revisions include:
 - a. All questions from Contractors shall be sent to the Engineer no later than Monday, January 23, 2023, at 5:00 p.m. Eastern Time. No questions that are submitted after this date will be answered.
 - b. Contractor is responsible for all applicable taxes associated with pre-purchased equipment.

This Addendum No. 2 shall be attached to the front of your set of specifications and made a part of the Contract Documents. Receipt of this Addendum No. 2 shall be acknowledged on Page 3 of the Proposal Form.

Krebs Engineering, Inc.

By  _____

INSTRUCTIONS TO BIDDERS

RECEIPT OF BIDS

Sealed Proposals will be received by the **Coweta County Water & Sewerage Authority, 545 Corinth Road, Newnan, GA 30263** where bids will be received until **January 31, 2023, at 10:00 AM, local time** for furnishing all labor, tools, materials, and equipment, and for doing the work of construction, according to the Contract Documents, as described in the Advertisement for Bids and in the Specifications, Drawings, and other Contract Documents. No bids will be received after the time set forth hereinabove, and the Proposals will be publicly opened and read aloud. **All questions from Contractors shall be sent to the Engineer no later than Monday, January 23, 2023, at 5:00 p.m. Eastern Time.** No questions that are submitted after this date will be answered.

CONTRACT DOCUMENTS

Contract Documents are open for public inspection at the office of Krebs Engineering, Inc., **15 LaGrange Street, Newnan, GA 30263 and Coweta County Water & Sewerage Authority, 545 Corinth Road, Newnan, GA 30263**

Complete sets of electronic Bidding Documents are available for download through Quest Construction Data Network. The bidding documents are available at <https://qcpi.questcdn.com/cdn/posting/?group=8009230&provider=8009230&projType=all> and/or www.questcdn.com utilizing the Reference Quest Number 8350112. To be considered a plan holder, Bidders will be required to register with QuestCDN.com for a free regular membership and download the bidding documents for a \$15 fee. Hard copies of the Bidding Documents are the responsibility of the Bidders. Contact QuestCDN at (952)-233-1632 or support@questcdn.com for assistance with navigating the website and digital project information.

DEFINITIONS

The following terms as used in these Contract Documents are respectively defined as follows:

- | | | |
|-----|---------------------------------------|--|
| (a) | <u>"Contractor" or "Contractors":</u> | The person, firm, or corporation signing the Contract with the Owner. |
| (b) | <u>"Subcontractor":</u> | One who contracts with the Contractor to perform all or any part of the Contract to be performed by the Contractor under the attached Documents. |
| (c) | <u>"Work at Site of Project":</u> | Work to be performed, including work normally done at the location of the project. See Article II of the Contract Agreement and Section 1.1 of the General Conditions. |
| (d) | <u>"Purchaser, Owner, Authority":</u> | Coweta County Water & Sewerage Authority |
| (e) | <u>Engineer:</u> | Krebs Engineering, Inc. or their duly authorized representative. |

- (f) "Days": Calendar days, unless otherwise specified.
- (g) "Proposal": Wherever "Proposal" is used, it shall mean "Bid" and must be on the required Proposal Form.

PROPOSAL FORM

The Engineer will furnish Bidders with a Proposal Form. No bid will be considered unless submitted on the Proposal Form. The Bidders shall complete the Proposal Form in the manner prescribed, using ink for writing figures, or figures may be typed. The Bidder must sign the Bid correctly and legibly; and shall state his interest, title, or office in the company submitting the Bid. If the Bid should be made by an individual, his full name and address shall be shown; if made by a firm or partnership, the full name and address of each member of the firm or each partner shall be shown; and if made by a corporation, the full names and addresses of the president, secretary and treasurer shall be shown. Should the Proposal Form not be fully completed in ink by the Contractor, the Bid will be deemed to be informal and may be rejected.

The Proposal Form shall be fully completed in accordance with the Instruction to Bidders, in accordance with any instructions to bidders given in the Specifications (including the General Conditions), and without any excisions, alterations, special conditions or alterations made by the Bidder. The Bidder shall be fully responsive to all instructions relating to the Proposal.

OWNER PRE-PURCHASE EQUIPMENT

The OWNER has pre-selected the Biological Nutrient Removal System equipment, UV Disinfection System equipment, Dewatering System equipment and Biosolids Drying System equipment. The equipment manufacturers and pricing are listed on the Bid Proposal Form. The scope and supply and services to be provided by the equipment manufacturers are detailed in Specifications and the equipment proposals can be found in the Appendices. The bidder agrees that payment for the scope of equipment and services provided by the manufacturers as listed in the Bid Proposal Form shall be included in the Grand Total of the Bid.

The purchase order(s) will be transferred to the Contractor and become part of this Contract. Contractor shall be responsible for coordinating the submittals, fabrication, and shipping/handling and delivery, and shall also be responsible for installation of the materials/equipment. The Contractor shall include all associated costs, including, but not limited to receiving, handling, storage if required, installation/start-up of material and equipment, and applicable taxes in the Contract Sum unless specifically stated otherwise in the Contract Documents.

The warranty and payment terms for the pre-selected equipment (BNR System, Solids Dewatering System, Biosolids Drying System, and UV Disinfection System) may change as a result of project delays, Contractor preference, or other reasons. Additionally, each manufacturer may have excluded certain items from their scope, and other labor, materials, and/or appurtenances may be required for a complete system. The Contractor is solely responsible for furnishing and installing all labor, materials, and appurtenances and for negotiating any additional changes to scope (e.g., additional warranty time) and/or cost with each pre-selected manufacturer in order to ensure that the Owner receives a complete, functional system that complies with all aspects of the Contract Documents. All additional costs and/or costs for items not included in manufacturers' scope of work, and all applicable taxes shall be included in the base bid cost to construct the project.

The Contractor shall be responsible for contacting each supplier, reviewing all terms and conditions, and the schedule(s) with the supplier. The Contractor, if he/she deems it necessary, shall then negotiate and include all additional costs and/or adjustments to the Terms and Conditions as required to complete the Work. The Contractor shall be solely responsible for additional costs associated with changes to the Terms and Conditions.

OWNER PRE-SELECTED SYSTEM INTEGRATOR

The Owner has standardized their SCADA/HMI programming requirements, SCADA PLC Hardware requirements, and maintains a professional services agreement with MR Systems. The scope and supply and services to be provided by the System Integrator is described in Appendix F and programming requirements are detailed in Specification Section 27 60 01. The bidder agrees that payment for the scope of system integration as listed in the Bid Proposal Form shall be included in the Grand Total of the Bid. The Owner specifying this SCADA programmer does not exempt the Contractor or SCADA PLC hardware integrator from meeting the Contract Documents requirements, nor does it give prior approval of subsystems, equipment, materials, or services. The SCADA PLC Hardware installation work is further described in project specifications Sections 276000 and 276005. The Contractor shall be responsible for coordination with the SCADA Programmer/Hardware Supplier/Installer.

BIDS

Bids shall be enclosed in a sealed envelope, endorsed **Shenandoah Wastewater Treatment Facility Improvements, Project Number 20518.**

The Bidder shall show, on the outside of the envelope and on the last page of the Proposal Form, the firm's Contractor's License Number for the State in which the project is located, and shall also show, on the outside of the envelope, firm's name and address.

No Bid will be received after the time specified in the Advertisement for Bids.

Any Bidder may withdraw the firm's bid, either personally, by email, or written request, at any time prior to the scheduled closing time for the receipt of bids.

No Bidder may withdraw the firm's bid for a period of sixty (60) days after the scheduled closing time for receipt of bids, as set forth in the Advertisement for Bids.

The Owner reserves the right to reject any or all bids, to waive any informalities in any bid, to select or reject Alternate Bid Items identified on the Proposal Form, and to accept any bid considered advantageous to the Owner.

A bid that has been sealed in its delivery envelope may be revised by writing a change in price on the outside of the envelope over the signature of the bidder or the bidder's "authorized representative". In revising the bid in this manner, the bidder must only write the amount of the change in price on the envelope and must not reveal the bid price, and must specify which item numbers on the Proposal Form are changed. An envelope change to a unit price proposal shall be specifically written in such a way as to alter one or more unit prices.

AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the low, responsive, responsible bidder as soon as practicable, provided a satisfactory bid has been received. In order to be considered for the award

of the Contract, the Bidder shall demonstrate to the Owner that he possesses all of the above named qualifications.

BID GUARANTY

Each Bidder must enclose with his Proposal a Bid Bond or a Cashier's Check drawn on a bank that is located in the same state as the project site, in the amount of not less than five percent (5%) of the total bid. The payee of such bond or cashier's check shall be Coweta County Water & Sewerage Authority. The Bid Bond or Cashier's Check shall bear the same date as that set for the receipt of bids.

Bid Bonds shall be returned to all bidders, other than the low and two next low bidders, when the low bids have been determined. Those of the three low bidders will be returned after execution of the Contract.

If a bidder to whom a contract is awarded shall refuse or neglect to execute the Contract and furnish security in the amount required within ten (10) days after the notice has been given him of such award, his bid bond shall be forfeited to the Owner as liquidated damages for such refusal or neglect.

The successful bidder will be required to furnish, through an authorized agent in the state in which the project is located, a Performance Bond, Labor, and Material Payment Bond, Employer's Liability and Workmen Compensation Insurance, Comprehensive Liability Insurance, Property Insurance, Comprehensive Automobile Liability, Special Hazards or Perils and shall furnish proof of carriage of all of the above insurance all as set out in detail under "General Conditions" of the Specifications. The Performance Bond and the Labor and Material Payment Bond must be countersigned by an agent whose office is located in the state in which the project is located and who is authorized to do business in that state, and a valid Power-of-Arrow shall be attached to each Bond.

INTERPRETATIONS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, he must submit a written request to the Engineer for interpretations thereof. The persons submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued, and a copy of such addendum will be mailed by certified mail (with return receipt requested) or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanation or interpretation of the Contract Documents.

COMMENCEMENT AND COMPLETION OF WORK

Following the execution of the Contract by the Owner and the Contractor, the Contractor will be authorized to commence work by written Notice to Proceed from the Owner. The Contractor shall then commence work on the project within the time stated in the Contract, unless such time stated is extended by signed written agreement between the Owner and the Contractor, and shall fully complete all work under the Contract within the number of consecutive calendar days specified in the Contract.

FAMILIARITY WITH LAWS

The Bidder is assumed to have familiarized himself with all state laws and with all local ordinances and regulations which, in any manner, may affect the conduct of the work or those engaged or employed on the work, and no pleas of misunderstanding will be considered.

The attention of bidders is called to the provisions of state law governing general contractors, and bidders shall be governed by the provisions of said law insofar as it is applicable. The above mentioned provisions of the code make it illegal for the Owner to consider a bid from anyone who is not properly licensed under such code provisions. The Owner, therefore, will not consider any bid unless the bidder produces evidence that he is so licensed. Neither will the Owner enter into a Contract with a foreign corporation which is not qualified under state law to do business in the state in which the project is located.

ASSIGNMENT OF CONTRACT

The Contractor shall not assign his Contract, nor any part thereof, nor any monies due, or to become due thereunder, without prior written consent of the Owner. In case the Contractor, with the consent of the Owner assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in or to any monies due or to become due to the Contractor shall be subject to all claims, rights and remedies of the Owner, and all prior valid claims of all persons, firms, and corporation for services rendered or materials supplied for the performance of work under the Contract.

SUBCONTRACTING

No part of the Contract shall be sublet without the prior written consent of the Owner. The Contractor shall, following execution of the Contract, immediately submit to the Owner the names of subcontractors whom he/she proposes to employ on the project.

EXECUTION OF CONTRACT

The Contract Agreement/Documents shall be executed in triplicate, each counterpart of which shall be considered as an original without accounting for the absence of any of the other counterparts or copies.

QUALIFICATIONS OF BIDDERS

Bidders must meet the qualifications described in the Statement of Bidder Qualifications at the end of this section. Bidders must submit/include the Statement of Bidder Qualifications with their bid(s). Questions or clarifications regarding the Statement of Bidder Qualifications should be submitted in writing during the bid period.

The Contract award, if made, will be made to the low, responsive, responsible Bidder.

A responsive bid shall be evidenced by: (1), a Proposal Form completed in accordance with the Instructions to Bidders and with instructions and/or requests or directions contained in any other sections of the Contract Documents (including the Specifications and General Conditions); (2), a Proposal Form not evidencing any apparent unbalanced pricing for performance of the items of work; (3), a Proposal Form without excisions, alterations, special conditions or qualifications made by the Bidder; and, (4), a Proposal Form containing no alternative bids or offerings (by inclusion, attachment, or otherwise) for any items unless such alternative bids or offers are specifically requested in the Proposal Form and/or Contract Documents.

That a Bidder is responsible may be evidenced by the following facts: (1), that he maintains a permanent place of business; (2), that he has adequate financial capability for meeting the obligations contingent to the work; (3), that he has adequate forces to properly perform the work within the time limit specified; and (4), that he has a competent and experienced organization.

In order to be considered for the award the Bidder shall present to the Owner satisfactory evidence that: (1), he has the necessary capital and financial resources to undertake and complete the project; (2), he has equipment, in good working order, adequate for performance of work within the time specified; (3), he has within his organization, at the time of construction, management and supervisory personnel available for assignment to the project; (4), the construction management and supervisory personnel are skilled and experienced in the particular type of work to be undertaken on the project; and (5), meets the requirements listed above.

STATEMENT OF BIDDER'S QUALIFICATIONS

The Bidder shall be one whose principal business and experience is similar to the work included in this project. The Bidder shall have successfully completed, under his/her present firm name, projects of similar size and scope. Similarly, the Project Manager and Superintendent to be assigned to this project must meet the following minimum requirements:

1. Minimum of 5 years of experience (in their current/respective role) with projects of similar size and scope.

Bidder must provide a Statement of Bidder Qualifications which includes clear and comprehensive responses to each item below. The statement must be signed by a legal representative of the Bidder and the signature must be notarized. The statement should be attached to this page. Failure to include a response to ALL items may result in the bid being considered non-responsive. Bidder may submit information in addition to the items below.

1. Name/address of firm/Bidder, date and location of organization/incorporation, and general description of work performed by your company.
2. List all projects within the past 5 years where the following occurred:
 - Bidder failed to complete any work awarded to you.
 - Bidder defaulted on a contract.
 - Bidder was assessed Liquidated Damages.
 - Bidder failed to complete the project by the Final Completion Date but negotiated to avoid Liquidated Damages (include a brief description, explanation, and project owner contact info.).
3. List and provide a brief description of recent projects of similar size and scope and include date and contact information for the project owner.
4. Provide name and a brief description of the experience of the Bidder's proposed Superintendent, including date and project owner contact information for the current project on which he/she is assigned and for other projects of similar size and scope.
5. Provide name and a brief description of the experience of the Bidder's proposed Project Manager, including date and project owner contact information for the current project on which he/she is assigned and for other projects of similar size and scope.

END OF SECTION

THIS IS THE LAST PAGE

Attachments to Addendum No. 2 preceding this page:

1. INSTRUCTIONS TO BIDDERS

A total of 8 pages or sheets of drawings (including this page) have been included in Addendum No. 2.

General Contractors are requested to return this page as an acknowledgement that you have received this Addendum by e-mail. This will NOT be mailed. A copy of this Addendum may be picked up at the office of the Engineer.

Return acknowledgement to Krebs Engineering, Inc. by email to Shelly Fritz – Shelly.Fritz@krebseng.com

Received By _____

Contractor _____

Date _____