

**INVITATION FOR BID (IFB)
IFB NO. SWMD-09-02**

**LAYON MUNICIPAL SANITARY LANDFILL
ENTRANCE AREA FACILITIES
AND CELLS 1 AND 2**

**ADDENDUM NO. 1
September 25, 2009**

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE SPACE PROVIDED BELOW, AND RETURN TO TG ENGINEERS, PC BY EITHER E-MAIL, jeffm@tg-engr.com, OR BY FAX, 647-0886.

NAME OF PROPOSER: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

DATE: _____

LAYON MUNICIPAL SANITARY LANDFILL
ENTRANCE AREA FACILITIES
AND CELLS 1 AND 2
Project No. SWMD-09-02

September 25, 2009

ADDENDUM NO. 1

This addendum shall form part of the Contract Documents. Failure by any proposer to acknowledge receipt of this addendum in its proposal shall be grounds for disqualification of its proposal.

NOTICE TO BIDDERS: The Bid Documents of the above project are hereby amended as follows:

Deleted	Replaced With	Description
I. BID DOCUMENTS		
Bid Schedule of Values	Bid Schedule of Values Addendum #1 September 25, 2009	Comparison of bid for using foreign steel added
II. SPECIFICATIONS		
Special Provisions	Special Provisions Addendum #1 September 25, 2009	Buy American Provision and Implementation of Buy American Provision added (Paragraphs 15.0 & 16.0)

III. RESPONSES TO BIDDER'S QUESTIONS

Question #1. Competency of Bidders Paragraph 9.0 on Page IB-4 of the proposals requires a "Financial Resources Report" prepared by a Certified Public Accountant dated not more than 6 months prior to bid opening. Is this one and the same as the "Confidential Bidder Qualification Form" on Pages IB-15 & IB-16? This form contains financial statement information on the offeror signed by a Certified Public Accountant.

Response:

The "Confidential Bidder Qualification Form" on Pages IB-15 & IB-16 is provided as a guide for the information to be submitted.

Layon Landfill Entrance Area Facilities and Cells 1 and 2

Addendum #1, September 25, 2009

Page 2 of 3

Question #2. Bid Guarantee The solicitation states that a Bid Bond or Guarantee must be submitted with the proposal for 15% of the bid amount. There is currently no dollar cap mentioned on the amount of the bid bond. Please confirm that the bid bond amount is 15% of the total amount bid.

Response:

The bid security shall be a minimum of fifteen percent (15%) of the total bid amount. There is no dollar cap on the bid security.

Question #3. Buy American Act During the pre-bid conference it was mentioned that the Buy-American Act might apply to this project, and that this issue would be addressed in a future amendment to the solicitation. There is more than one federal regulation that uses the term “Buy American” or similar terms like “Buy America” or “Made in America”. When addressing this issue in the upcoming amendment, please cite the specific regulation that applies to this project.

Response:

Paragraphs 15.0 and 16.0 have been added to the Special Provisions and the Bid Schedule of Values has been modified to address the Buy American provision.

Question #4. Remote Location The solicitation requires that the liner installation subcontractor needs to demonstrate their capability to install geo-synthetic liners in a remote location. What is the criteria that will be used to determine if an approved installer has the capability to install landfill liners in a “remote” location? This criteria will determine which AIGI installers we can solicit pricing from.

Response:

Instructions to Bidders, Paragraph 14.0, “strongly encourages” (emphasis added) the Bidder to submit any additional information that demonstrates the Geosynthetics Installer Subcontractors capability to complete the work in a remote location. A remote location is considered as any project outside of the continental United States or more than 500 miles from a city of more than 200,000 population.

ATTACHMENTS

1. Revised Bid Schedule of Values
2. Revised Special Provisions

Approved by:

TG Engineers, PC



Jeff Miller, PE
Chief Engineer, Construction Management

- END OF ADDENDUM NO. 1 -

**BID SCHEDULE OF VALUES
LAYON MUNICIPAL SANITARY LANDFILL
ENTRANCE AREA FACILITIES AND CELLS 1 AND 2
PROJECT NO. SWMD-09-02**

Item No.	Description	Unit	Cost
1	Mobilization	LS	
2	Construction Survey and Staking	LS	
3	Contractor Sampling and Testing	LS	
4	Soil Erosion Control	LS	
5	Watering for Dust Control	LS	
6	Maintenance of Temporary Access Road	LS	
7	Clearing and Grubbing	LS	
8	Entrance Area Earthwork	LS	
9	Entrance Area Drainage System & Pipe Culverts	LS	
10	Administration Building	LS	
11	Maintenance Shop	LS	
12	Generator & Pump Building	LS	
13	Site Parking, AC Pavement, Compacted Gravel Surface, Curbs, Wheel Stops & Related Facilities	LS	
14	Traffic Signs, Markers, Striping	LS	
15	Sanitary Sewer System & Lift Stations	LS	
16	Water System	LS	
17	Water Storage Tank	LS	
18	Fuel Storage Tank Pad	LS	
19	Site Electrical	LS	
20	Weigh Stations	LS	
21	Truck Mud Rack	LS	
22	Equipment Wash Rack / Sediment Basin	LS	
23	Oil / Water Separator	LS	
24	4" Thick Topsoil & Grass Seeding at Entrance Area	LS	
25	Leachate Storage Tank and Collection & Pump System	LS	
26	Earthwork for Liner Grades	LS	
27	Cells 1 & 2 Subdrain System Including Catchment Tank & Road to Tank	LS	
28	Cells 1 & 2 Liner & LCRS	LS	
29	Gas Collector System	LS	
30	Perimeter Road Extension	LS	

31	Pond 2 & Drainage Facilities	LS	
32	Fence & Gates	LS	
33	Miscellaneous Work	LS	
34	Field Office	LS	
TOTAL BID			\$
<p>NOTE: Contractor shall submit, along with this Bid Schedule of Values, his and his major subcontractor(s) standard rates for employees, equipment, overhead, profit, etc. These standard rates shall be used for negotiating any Change Orders that may arise.</p>			

Contractors must check box to indicate whether: Domestic steel or foreign steel is to be furnished for this project.

If foreign steel is used, the Contractor must fill in the following for comparison of bids.

- a. Total bid amount \$ _____
- b. Either furnish foreign steel not to exceed minimal amount (fill in "0"), or
Furnish foreign steel in excess of minimal amount (enter 25% of Total Bid
Amount). See Special Provision, Paragraph 16.0.B.4 minimal use criteria \$ _____
- c. Amount for comparison of bids (a + b) \$ _____

Notes:

1. The Bidder shall prepare its own estimate to correspond to the required scope of work and quantities for all Work required to complete the Project, based on the Contract Plans, Specifications, and Documents.
2. The Bid Schedule of Values is intended principally to serve as a guide in evaluating and comparing the bids. The Bidder awarded the Contract shall prepare a more detailed Schedule of Values for the purpose of progress billings.
3. All other items of Work not qualified and not listed in the Bid Schedule of Values are to be included in the item with which it is closely associated. Contractor's overhead, profit, taxes, and other non-listed expenses are to be included in the items of the Bid Schedule of Values.

SPECIAL PROVISIONS

1.0 GENERAL INTENTION:

It is the declared intention and meaning to construct the **Layon Municipal Sanitary Landfill, Entrance Area Facilities and Cells 1 and 2, Project No. SWMD-09-02.**

2.0 BID:

The Contractor and each and every subcontractor shall read the General Conditions immediately following these Special Provisions, and by the act of submitting a bid, shall be deemed to have accepted all conditions contained therein.

3.0 STANDARDS:

The standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. Any difference between the referenced standards and its accompanying drawings shall be called to the attention of the Contracting Officer before proceeding with work affected thereby. In case of a discrepancy, the Contracting Officer shall resolve the discrepancy.

4.0 TIME FOR COMPLETION:

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the Work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on or before the date to be specified in the Notice to Proceed (NTP) and continue until construction is **completed within five hundred (500) calendar Days after issuance of the NTP.** Time is of the essence for this Contract.

5.0 LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that liquidated damages shall be assessed for each calendar day the Work remains incomplete beyond the Contract completion date. The Contractor further agrees to pay to the Government the **sum of Three Thousand Three Hundred Dollars (\$3,300.00)**, not as a penalty, but as a reasonable liquidated damages for breach of this Contract by the Contractor by his failing, neglecting or refusing to complete the Work within the time herein specified and said sums shall be paid for each consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated in the Contract for completing the Work ready for use and/or operation

The said amount is fixed and agreed upon by and between the Contractor and the Government of Guam because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Government of Guam would in such event sustain, and said amounts shall be retained from time to time by the Government of Guam from current periodical payments to the Contractor.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the Work is due:

- a) to any preference, priority or allocation order duly issued by the Government of Guam; or
- b) to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, acts of the Government of Guam, acts or another contractor in the performance of a contract with the Government of Guam, fires, floods, epidemics, quarantine restrictions, strikes by others than the Contractor or his subcontractors, freight embargoes, and unusually severe weather; or
- c) to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

It is further provided that the Contractor shall, within seven (7) calendar Days from the beginning of delay, notify the Contracting Officer in writing of the causes of the delay who will ascertain the facts and extent of the delay and notify the Contractor within reasonable time of his decision in the matter.

Contractor must note that Guam by nature has frequent rainfall causing suspension of Work. Said suspensions shall not qualify for time extensions unless the weather is unusually severe, see Section 7.3, Climatic Conditions, of the General Conditions.

6.0 GUAM CONTRACTOR'S LICENSE AND GUAM BUSINESS LICENSE:

After the Notice of Award is issued to the successful Bidder, the Bidder must obtain a Guam Contractor's License and Guam Business License, if it does not already have such licenses, before the Contract can be signed. The licenses must be obtained within the time frames specified in the Contract Documents.

7.0 COORDINATION WITH OTHER CONTRACTORS:

Contractor shall coordinate his work with the contractor for the Layon Municipal Sanitary Landfill, Access Road and Sewer System, Project No. SWMD-09-03 through the Contracting Officer.

8.0 PAYMENT FOR CONSTRUCTION MANAGEMENT AND ARCHAEOLOGICAL SERVICES:

The Owner will pay for any Owner's inspection or construction management services beyond the normal, approved work hours. The Owner will pay for any Archaeological inspections or services required for the project.

9.0 DISPOSAL OF VEGETATIVE MATERIALS:

At the option of the Contractor, vegetative material from on-site clearing activities can be chipped and stockpiled for use on newly created slopes as an enhancement to erosion and sediment control efforts. The chipped material may be stockpiled at an area to be designated by the Contracting Officer. The Contractor shall submit an official request to elect this option with a stockpiling plan with corresponding proper erosion control measures conforming to the requirements of the Guam EPA. Materials permitted for stockpiling shall be limited to biodegradable green waste. Refuse from the Contractor's clearing and grading activities as well as general operations will not be permitted. Guam EPA has agreed to the use of on-site biodegradable green waste provided that it is addressed in the re-vegetation plan.

10.0 MAINTENANCE OF TEMPORARY ACCESS ROAD:

The Contractor is to maintain the coral based temporary access road to the landfill in the same passable condition as at the date of the Notice to Proceed. The Contractor is also responsible for maintenance of the erosion control measures for the coral based access road. The Contractor is responsible for maintenance of the road and erosion control features starting from the Notice to Proceed and ending when the road is taken out of service as shown on the drawings. In addition, the Contractor will be responsible for traffic control and for any damage caused by his operations to the concrete paved road going to Talofof Falls Park. The Contractor is also responsible for keeping the Talofof Falls Park road and road right-of-way clean by removing any dirt, debris, etc. caused by his operations. The Contractor is to thoroughly document the condition of the concrete road before he begins to use it.

11.0 DISPOSAL OF EXCESS CUT MATERIAL:

Any suitable excess cut material should be placed in the cover material stockpile in Cells 5 and 7 of

the landfill and compacted to 90% relative density. The Contractor is responsible for developing a modified stockpile plan for approval by Guam EPA as part of the building permit as needed.

12.0 TESTING OF WATER AND SEWER LINES AND PUMP STATIONS:

The Contractor is responsible for operational tests of Sewer Pump Stations #1 and #2. The Contractor is also responsible for the specified testing of the water and sewer lines installed by the Contractor to the limits of this Contract, Station 10+60 of the Access Road.

13.0 SOIL EROSION CONTROL:

This work consists of furnishing, constructing, and maintaining permanent and temporary erosion and sediment control measures (a) as shown on the plans; (b) as required by the Guam EPA approved Environmental Protection Plan (EPP), Erosion Control Plan (ECP), and Stormwater Pollution Prevention Plan (SWPP); and/or (c) as ordered by the Contracting Officer during the life of the Contract to control water pollution, soil erosion and siltation through the use of berms, dikes, grasses, slope drains, drain inlet protection, silt fences, swale berms and other erosion control devices or methods.

The Contracting Officer shall submit the EPP, ECP, and SWPP to Guam EPA for review and approval at the time of applying for the building permit. The Contractor shall take ownership of these documents after award of the Contract and shall be responsible for fully implementing them and for any proposed or required modifications.

14.0 INSTALLATION OF CELL LINER SYSTEM:

Field installation of the cell liner system is not permitted to start until GEPA issues a Solid Waste Disposal Facility Permit for the Layon Municipal Sanitary Landfill. The estimated date for issuance of the Permit is around November 20, 2009. Though actual field work cannot begin on the cell liner system until the Permit is issued, the Contractor shall proceed with submittals, ordering, shipping, preparatory work, and any other required actions so field installation of the cell liner system can commence without delay once the Permit is issued. Time is of the essence for these tasks. The Owner is guaranteeing payment for all purchases of material and work completed on the cell liner system pending approval of the Permit.

The length of the Contract has been calculated on the premise that the Permit will be issued no later than December 31, 2009. If the Permit is issued before this date there will be no extension of the Contract period. If the Permit is issued after this date, the Contracting Officer and Contractor shall negotiate if any Contract time extension is warranted and the length of any such extension.

SPECIAL PROVISIONS

Entrance Area Facilities and Cells 1 and 2
Project No. SWMD-09-02

Factors to be considered in the negotiation include, but are not limited to, the extent of delay beyond December 31, 2009 in issuance of the Permit and cell liner system work that can be done during the rainy season.

The cell liner system is defined as work within Cells 1 and 2.

15.0 BUY AMERICAN PROVISION:

The "Buy American" provisions of the American Recovery and Reinvestment Act of 2009 (ARRA) are applicable to this project. The pertinent section from the ARRA is copied below.

BUY AMERICAN

SEC. 1605. USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS.

(a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
or

(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

16.0 IMPLEMENTATION OF BUY AMERICAN PROVISION:

A. Comparison of Bids

Bidders may submit a bid based upon the furnishing and use of domestic steel or foreign steel. The Contracting Officer will award the Contract to the Bidder who submits the lowest total bid based on furnishing domestic steel unless such total bid exceeds the lowest total bid based on

SPECIAL PROVISIONS

Entrance Area Facilities and Cells 1 and 2
Project No. SWMD-09-02

furnishing foreign steel by more than twenty-five percent (25%). The basis for the determination of foreign or domestic character of the steel is on place of manufacture. Manufacturing processes for domestic steel shall occur in the United States.

The Contracting Officer directs the Bidder to page BS-2 of the Bid Schedule of Values regarding alternate bidding procedures for foreign steel.

The Contracting Officer will decide the total bid for bid comparison purposes as herein. The Contracting Officer will consider the bid based on furnishing domestic steel the lower of the bids if a tie occurs between a bid based upon furnishing foreign steel for the steel items and a bid based upon furnishing domestic steel for the steel items and including the twenty-five percent (25%) price differential allowed to bids based on furnishing domestic steel.

B. Source of Supply and Quality Requirements

- (1) Applies to iron and steel products and their coatings.
- (2) All manufacturing processes must take place domestically. Manufacturing is any process that modifies the chemical content; physical shape or size; or final form of a product. Manufacturing begins with the initial melting and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the US for any process, it becomes foreign source material.
- (3) Materials must be permanently installed, not temporary. Temporary materials may be left in place at the contractor's convenience.
- (4) Minimal Use Criteria -When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$ 2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

SPECIAL PROVISIONS

Entrance Area Facilities and Cells 1 and 2
Project No. SWMD-09-02