

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY
1523 Route 9 North
Cape May Court House, NJ 08210
Phone: (609) 465-9026 Fax: (609) 465-9025

ADDENDUM NO. 2
to the
CONTRACT DOCUMENTS

SECURE SANITARY LANDFILL CELL F
EXPANSION OF THE LANDFILL GAS SYSTEM AND TEMPORARY CAP

CONTRACT SLF-15-21

To All Document Holders:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above referenced contract as fully and completely as if the same were fully set forth herein:

DRAWINGS

1. On Page C-3 of the Project Drawings, revise the note located adjacent to Well No. 58F from "Start of Pay Item No. 17" to "Start of Pay Item No. 16".

SPECIFICATIONS

1. In Section 01010 "Summary of Work", Paragraph 1.02.C.6, revise the title from "Cell E 8" HDPE Gas Header with Common Horizontal Wellhead Assembly" to "Cell E 6" HDPE Gas Header with Common Horizontal Wellhead Assembly".
2. In Section 02755 "Pressure Testing of HDPE Pipe", delete in their entirety Paragraph 1.01.C and Paragraph 1.01.D.
3. Delete the Sample Agreement and replace with that herein included.
4. Delete the Proposal and replace with that herein included.

All bidders shall acknowledge the receipt and acceptance of this Addendum No. 1 by indicating Addendum Number in the space provided on the Acknowledgement of Receipt of Addenda Form. Bids submitted without this Addendum Acknowledgement will be considered non-responsive.

**SAMPLE
AGREEMENT**

THIS AGREEMENT, made effective as of the ____ day of _____, 20____, by and between the Cape May County Municipal Utilities Authority, 1523 Route 9 North, Cape May Court House, New Jersey 08210, hereinafter called "AUTHORITY" or "CMCMUA" and _____, hereinafter called "BIDDER" or "CONTRACTOR".

WITNESSETH, that whereas the AUTHORITY intends to enter into this Agreement with _____ in accordance with the Specifications and Bid Documents which are attached hereto and made a part of this Agreement and are binding on both parties as if all terms and conditions contained in the Contract Documents are set forth in full in this Agreement.

CONTRACT SLF-15-21

**Secure Sanitary Landfill – Cell F:
Expansion of the Landfill Gas System and Temporary Cap**

BID ITEMS

Item	Description	Estimated Quantity	Units	Unit Price	Extended Price
1	Mobilization (Maximum 3% of Contract Amount)	1	Lump Sum		\$ x x x x x
2	Site Work	1	Lump Sum		\$ x x x x x
3	Vertical Gas Extraction Wells (12 Wells Required)	980	Linear Foot	x \$ x x x x x =	\$ x x x x x
4	Additional Well Drilling Efforts Due to Landfill Obstructions (If & Where Directed)	60	Linear Foot	x \$ x x x x x =	\$ x x x x x
5	Wellhead Assembly and Pneumatic Leachate Pump	12	Unit	x \$ x x x x x =	\$ x x x x x
6	16" HDPE (SDR-17) Gas Piping	1,200	Linear Foot	x \$ x x x x x =	\$ x x x x x
7	8" HDPE (SDR-17) Gas Piping	1,070	Linear Foot	x \$ x x x x x =	\$ x x x x x
8	6" HDPE (SDR-17) Gas Lateral Piping	370	Linear Foot	x \$ x x x x x =	\$ x x x x x
9	4" HDPE (SDR-17) Gas Lateral Piping	1,050	Linear Foot	x \$ x x x x x =	\$ x x x x x
10	6" HDPE (SDR-17) Leachate Piping	2,280	Linear Foot	x \$ x x x x x =	\$ x x x x x
11	2" HDPE (SDR-11) Leachate Lateral Piping	1,400	Linear Foot	x \$ x x x x x =	\$ x x x x x

Item	Description	Estimated Quantity	Units	Unit Price	Extended Price
12	2" HDPE (SDR-9) Air Supply Piping and Laterals	3,680	Linear Foot	x \$ x x x x x =	\$ x x x x x
13	16" HDPE Ball Valve and Extension	1	Unit	x \$ x x x x x =	\$ x x x x x
14	Leachate Perimeter Drain System	1	Lump Sum		\$ x x x x x
15	Cell F Landfill Piping System Tie-ins	1	Lump Sum		\$ x x x x x
16	Cell E 6" HDPE Gas Header with Common Horizontal Wellhead Assembly	1	Lump Sum		\$ x x x x x
17	Additional Imported Clean Backfill Material (If & Where Directed)	200	Cubic Yard	x \$ x x x x x =	\$ x x x x x
18	Test Pits (If & Where Directed)	20	Cubic Yard	x \$ x x x x x =	\$ x x x x x
19	40-Mil Textured Geomembrane Temporary Cap	1	Lump Sum		\$ x x x x x
20	20-Mil Scrim Reinforced Geomembrane Temporary Cap	1	Lump Sum		\$ x x x x x
21	Windscreen Ballast	1	Lump Sum		\$ x x x x x
22	Sandbag Ballast	1	Lump Sum		\$ x x x x x
23	Stormwater Diversion Channels and Energy Dissipaters	1	Lump Sum		\$ x x x x x
24	Spare Pneumatic Leachate Pump	4	Units	x \$ x x x x x =	\$ x x x x x
25	Final Documentation (Min. Bid Price = \$10,000)	1	Lump Sum		\$ x x x x x
26	Allowance for Unforeseen Conditions (As Directed)	1	Lump Sum		\$ 150,000.00
Total Amount Bid (Sum of Line 1 through 26).....					\$ x x x x x x
x x					
(Total Amount Bid in Words)					

CONTRACT TIME

All work specified in the contract documents shall be complete within one-hundred and eighty (180) calendar days of the Notice to Proceed date of the Contract.

LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time duration specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They 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 (not as a penalty) the CONTRACTOR shall pay the OWNER five hundred dollars (\$500.00) for each calendar day that expires after the time period specified that the work is not completed

SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall incur to the benefit of and be binding upon the Authority and the Contractor respectively and their partners, successors, assigns and legal representatives. Neither the Authority nor the Contractor shall have the right to assign, transfer or sublet their interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their names:

**CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

ATTEST:

BY: x x x x x x x x
(SEAL)

 x x x x x x x
Assistant Corporate Secretary

 x x x x x x x x
(Name and Title)

[NAME OF CONTRACTOR]

ATTEST:

BY: x x x x x x x x
(SEAL)

 x x x x x x x x

 x x x x x x x x
(Name and Title)

PROPOSAL

TO: The CMCMUA Board of Commissioners

Commissioners:

The Undersigned hereby declares the Contract Documents have been carefully read and (he) (she) (they) fully understand the Specifications and Instructions to Bidders, and will strictly adhere to all the terms and conditions, if awarded a contract therefore.

CONTRACT SLF-15-21

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PROPOSAL MUST BE SIGNED IN INK

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Print or Type

Telephone Number

Date

E-mail Address