

# CLAYTON COUNTY WATER AUTHORITY

## Request for Bid

### RESIDUAL BIOSOLIDS MANAGEMENT

Bid Opening: Thursday, June 12, 2014 at 3:00 p.m. local time

#### ADDENDUM # 2

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Dated: June 5, 2014

*Acknowledgment of receipt of this addendum **MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFB.***

#### REVISION:

- 1) **Division 2, Section 9 titled "Contractor Affidavit and Agreement" (pages 2-9.1 through 2-9.3) was inadvertently excluded from the bid package. This section includes 3 forms which are required submittals and have been provided with this Addendum #2.**

#### QUESTIONS:

- 1) In the RFB the current rate of \$44.35 per ton listed in the RFB, does that include Transportation and Disposal charges from the current vendor or is that just the disposal price?

Response: The bid amount of \$44.35 per wet ton includes all costs including but not limited to transportation and disposal charges.

- 2) On PDF counter page 17 of 39, "Special Provisions": Will CCWA certify Class A quality? If so, how frequently? If winning bid is based on Class A quality, what happens if materials delivered are not Class A quality? Will the contractor be entitled to a change?

Response: Addendum #1 states in Division 2, Section 4.2 that the successful bidder must provide quarterly reports to CCWA reporting the volume reused and compliance with EPA's 40 CFR, Part 503 Regulations. Submitting a bid amount with intention of the beneficial reuse and receiving the 5% bid discount (for evaluation purposes only) then the materials not meeting the Class A quality may result in the Contractor being entitled to a change, however it will be at the sole discretion of CCWA. Furthermore, CCWA reserves the right to use the second lowest bidder.

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- 3) On PDF counter pages 24 and 38 of 39 “Services” and “Description of Work”: Disposal site must be mutually agreed, but Bidders will have based their bids on expected hauling times and distances. Can this be revised to any disposal site which qualifies under applicable laws and permits?

Response: Yes.

- 4) On PDF counter page 28 of 39, “Work on the Authority’s Designated Premises”: This provision is inconsistent with the Hold Harmless Agreement and with Section 14, both of which already cover this risk. If this section cannot be deleted, Bidder requests that, to make them consistent, beginning in the ninth line, the words “when such injury” be replaced with “to the extent such injury” and that the word “negligent” be inserted before the word “acts” and that the word “sole” be deleted from that same sentence.

Response: Please submit any exceptions such as this as part of your bid submittal for further consideration by CCWA.

- 5) Other: Please confirm that prevailing wage requirements do not apply to this work.

Response: Correct, the prevailing wage rate requirements do not apply to this procurement.

- 6) Other: Bidder understands that it will not take title to the biosolids and that if the biosolids contain any hazardous materials (as defined by any applicable law), that such biosolids may be refused or returned to the Authority and any disposal thereof that differs from the disposal plans of Bidder shall be the responsibility of the Authority (which may be effected through a change order with the winning bidder). Is this correct?

Response: Please submit any exceptions such as this as part of your bid submittal for further consideration by CCWA.

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- 7) **Other: Bidder requests that the following be added to the agreement: In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Contractor's cost of performance hereunder, Contractor shall be entitled to reimbursement for such documented increased costs, but no profit thereon.**

Response: Please submit any exceptions such as this as part of your bid submittal for further consideration by CCWA.

- 8) **Other: Bidder requests that the following be added to the Agreement: The Residual Biosolids Management Request for Bids (RFB) issued by the Authority in May 2014, including all addenda thereto, is hereby incorporated into this Agreement. In the event of a conflict between the RFB and the terms of this Agreement, the terms of this Agreement shall govern.**

Response: Conformed documents including the RFB will be prepared for execution by both parties with the Agreement governing.

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SIGNATURE

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COMPANY NAME

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DATE

**Division 2**

**Bid Requirements**

**Section 9: Contractor Affidavit and Agreement**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit \_\_\_\_ and is incorporated into this Agreement by reference herein.
  
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
  - 1. \_\_\_\_\_ 500 or more employees;
  - 2. \_\_\_\_\_ 100 or more employees;
  - 3. \_\_\_\_\_ Fewer than 100 employees.
  
- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
  - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
  - 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."

**Contractor:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Division 2**

**Bid Requirements**

**Section 9: Contractor Affidavit and Agreement**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm, or corporation which is contracting with the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract, the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with the Clayton County Water Authority, the contractor will only employ or contract with subcontractor(s), who can present a similar affidavit verifying the subcontractor's compliance with [O.C.G.A. 13-10-91](#). Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Water Authority within five days of the subcontractor(s) presenting such affidavit(s) to the contractor.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number  
***Please enter the four to six numerical characters***

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**Division 2**

**Bid Requirements**

**Section 9: Contractor Affidavit and Agreement**

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_

\_\_\_\_\_  
(name of contractor) on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with \_\_\_\_\_

\_\_\_\_\_  
(name of contractor) on behalf of the Clayton County Water Authority, the subcontractor will only employ or contract with sub-subcontractor(s), who can present a similar affidavit verifying the sub-subcontractor's compliance with O.C.G.A. 13-10-91. The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the sub-subcontractor(s) presenting such affidavit(s) to the Sub-contractor.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number  
**Please enter the four to six numerical characters**

\_\_\_\_\_  
BY: Authorized Officer or Agent  
Subcontractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires