 <p>CLAYTON COUNTY <b>Water</b> AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	<b>W.B. CASEY WRRF BIOSOLIDS FACILITIES UPGRADE</b>	
	<b>ADDENDUM # 3</b>	
	DATE	November 24, 2021
	RFP NUMBER	2021-WR-23
	RFP OPENING DATE	Monday, December 13, 2021, at 3:00 p.m. local time

**QUESTIONS:**

**1. In Reference to the Overall Site Plan, and Underground Utilities and Structures Report:**

- a. Can Clayton County or Jacobs provide the information source of the utilities depicted on the provided site plan in the PER?**

Answer:

The existing utility information shown in the Request for Proposals, Attachment B, Exhibit A, Project Background Documents, Figure 005-C-001, was taken from previous project construction drawings. The accuracy of this information is unknown, and it will be the responsibility of the Design-Builder to confirm underground utility information as part of Phase 1 Services, as required in the Progressive Design-Build Agreement, Exhibit C, Design-Builder Scope of Work.

- b. Are both active and abandoned utilities depicted?**

Answer:

It is unknown whether the utilities depicted on Figure 005-C-001 include all the active or abandoned utilities that exist on the site.

- c. Can a file (CAD or PDF) that shows the depicted utilities in a more readable format be provided?**

Answer:

A PDF showing the utilities that are depicted in Figure 005-C-001 in Request for Proposals, Attachment B, Exhibit A, Project Background Documents is attached. The accuracy of this information is unknown, and it will be the responsibility of the Design-Builder to confirm underground utility information as part of Phase 1 Services, as required in the Progressive Design-Build Agreement, Exhibit C, Design-Builder Scope of Work.

- d. What structures, or portions of structures were left in place?**


Answer:

It is unknown what structures or portions of structures were left in place on the site.

- e. How much fill was placed on top of the abandoned facilities in the area to the south where the dewatering thermal drying facility is proposed?**

Answer:

It is unknown how much material was placed on top of abandoned facilities.

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**CLARIFICATIONS:**

**1. Addendum 2, Question 4 Clarification:**

In the Request for Proposals, Attachment B (Draft Progressive Design-Build Agreement), Exhibit E (Indemnity and Insurance Requirements), Section 3.P (Aggregate Limits) is amended in its entirety to state: “Unless otherwise provided herein, aggregate limits in each of the following insurance policies shall be exclusive to the Project and not shared with any other project: Commercial General Liability (as described in Section 2.C), Excess Liability (as described in Section 2.D), Pollution Liability (as described in Section 2.E), Efficacy/Failure to Perform (as described in Section 2.G), and Property Insurance (as described in Section 2.K).”

**2. Addendum 2, Question 8 Clarification:**

In the Request for Proposals, Attachment B (Draft Progressive Design-Build Agreement), Exhibit E (Indemnity and Insurance Requirements), Section 2.C.x is amended in its entirety to state: “Contain no exclusion relating to (1) gravity-related injuries or (2) injuries sustained by an employee other than a direct employee of Design-Builder.”


**3. Addendum 2, Question 20 Clarification:**

In the Request for Proposals, Attachment B – Draft Progressive Design-Build Agreement, Exhibit C (Scope of Design-Builder Services), Section 2.8.2.4, delete the fifth bullet point, which states: “Premiums for insurance and bonds required by this Agreement.” In the Request for Proposals, Attachment B – Draft Progressive Design-Build Agreement, Article 7, add new Section 7.5.1.23, stating: “Premiums for insurance and bonds required by this Agreement, but only to the extent such insurance or bonds relate to Phase 2 Services. Such costs may include bonds and insurance procured by Design-Builder insuring the performance of Subcontractors hired by Design-Builder (i.e., subcontractor bonds or subcontractor default insurance).

**4. Addendum 2, Question 26 Clarification:**

In the Request for Proposals, Attachment B – Draft Progressive Design-Build Agreement, Article 7, Section 7.5.1.1 is amended in its entirety to state:

Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner’s written agreement (in its sole discretion), at locations off the Site, excluding any supervisory and administrative personnel identified in Section 2.8.2.4 of Exhibit C (Scope of Design-Builder’s Services); provided, however, the costs for those employees of Design-Builder performing design services (excluding Phase 1 Services) shall, if set forth in the Contract Price Amendment, be calculated on the basis of agreed-upon rates for design professionals performing such services (but such rates shall not include any markup for overhead or profit).

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In the Request for Proposals, Attachment B – Draft Progressive Design-Build Agreement, Article 7, Section 7.5.1.8 is amended in its entirety to state: “Costs of transportation, inspection, testing, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work, but excluding any costs of storage facilities.”

In the Request for Proposals, Attachment B – Draft Progressive Design-Build Agreement, Article 7, Section 7.5.1.9 is amended in its entirety to state:

Costs less salvage value of materials, supplies, machinery, and equipment not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.

In the Request for Proposals, Attachment B – Draft Progressive Design-Build Agreement, Article 7, Section 7.5.1.10 is amended in its entirety to state: “Costs of removal of debris and waste from the Site, but only if directly related to construction activities.”


In the Request for Proposals, Attachment B – Draft Progressive Design-Build Agreement, Article 7, Section 7.5.1.12 is amended in its entirety to state:

Rental charges and the costs of transportation, installation, minor repairs and replacements, machinery, and equipment, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

In the Request for Proposals, Attachment B – Draft Progressive Design-Build Agreement, Article 7, Section 7.5.1.14 is amended in its entirety to state: “All fuel and utility costs incurred in the performance of the Work, except any utility costs incurred for the Site office.”

In the Request for Proposals, Attachment B – Draft Progressive Design-Build Agreement, Article 7, Section 7.5.2.15 is deleted in its entirety, and Section 7.5.2.9 is amended in its entirety to state:

Any payment made directly or indirectly to any Related Person, unless such payment is approved in writing by Owner (in its sole discretion) before Design-Builder provides Work associated with such cost. With the request for Owner’s written consent, Design-Builder will provide quotes for the Work provided thereby from at least three entities that are not Related Parties. “Related Party” means a parent, subsidiary, affiliate, or other entity having common ownership or management with Design-Builder or its direct owners; any entity in which any owner in, or management employee of, Design-Builder owns any interest in excess of ten percent in the aggregate (other than entities traded on a public exchange); or any person or entity which has the right to control the business or affairs of the Design-Builder or its direct owners. The term “Related Party” includes any member of the immediate

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family of any person identified in this Section. Any cost under this Section will not constitute Cost of the Work to the extent it exceeds the market-based price of such Work.

In the Request for Proposals, Attachment B – Draft Progressive Design-Build Agreement, Article 7, Section 7.5.1.17 is amended in its entirety to state: “Costs for permits, tests, and inspections incurred by Design-Builder as a requirement of the Contract Documents.”

In the Request for Proposals, Attachment B – Draft Progressive Design-Build Agreement, Article 7, Section 7.5.1.20 is amended in its entirety to state: “Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property on Site. Such costs include only those costs directly related to construction activities.”

In the Request for Proposals, Attachment B – Draft Progressive Design-Build Agreement, Article 7, Section 7.5.2.5 is amended in its entirety to state: “General Conditions Costs, which include all project overhead costs, including but not limited to the costs identified in Section 2.8.2.4 of Exhibit C. Notwithstanding any provision of Section 7.5.1, no cost identified in Section 2.8.2.4 of Exhibit C shall be considered Cost of the Work under Section 7.5.1.”

**5. Addendum 2, Question 37 Clarification**

In the Request for Proposals, Attachment B (Draft Progressive Design-Build Agreement) is amended to add a new Section 5.6, which states: “If Owner terminates this Agreement for its convenience, or if Design-Builder properly terminates this Agreement in accordance with Section 11.4 of the General Conditions, then Design-Builder shall not be liable for damages to Owner caused by Owner’s use of Work Product to the extent such damages are a direct result of said Work Product being incomplete due to such terminations.”

<b><i>Acknowledgment of receipt of this addendum must be signed and included in your submittal response.</i></b>	
<b>COMPANY NAME</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	

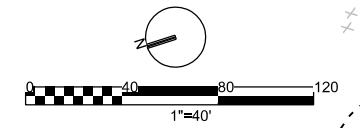
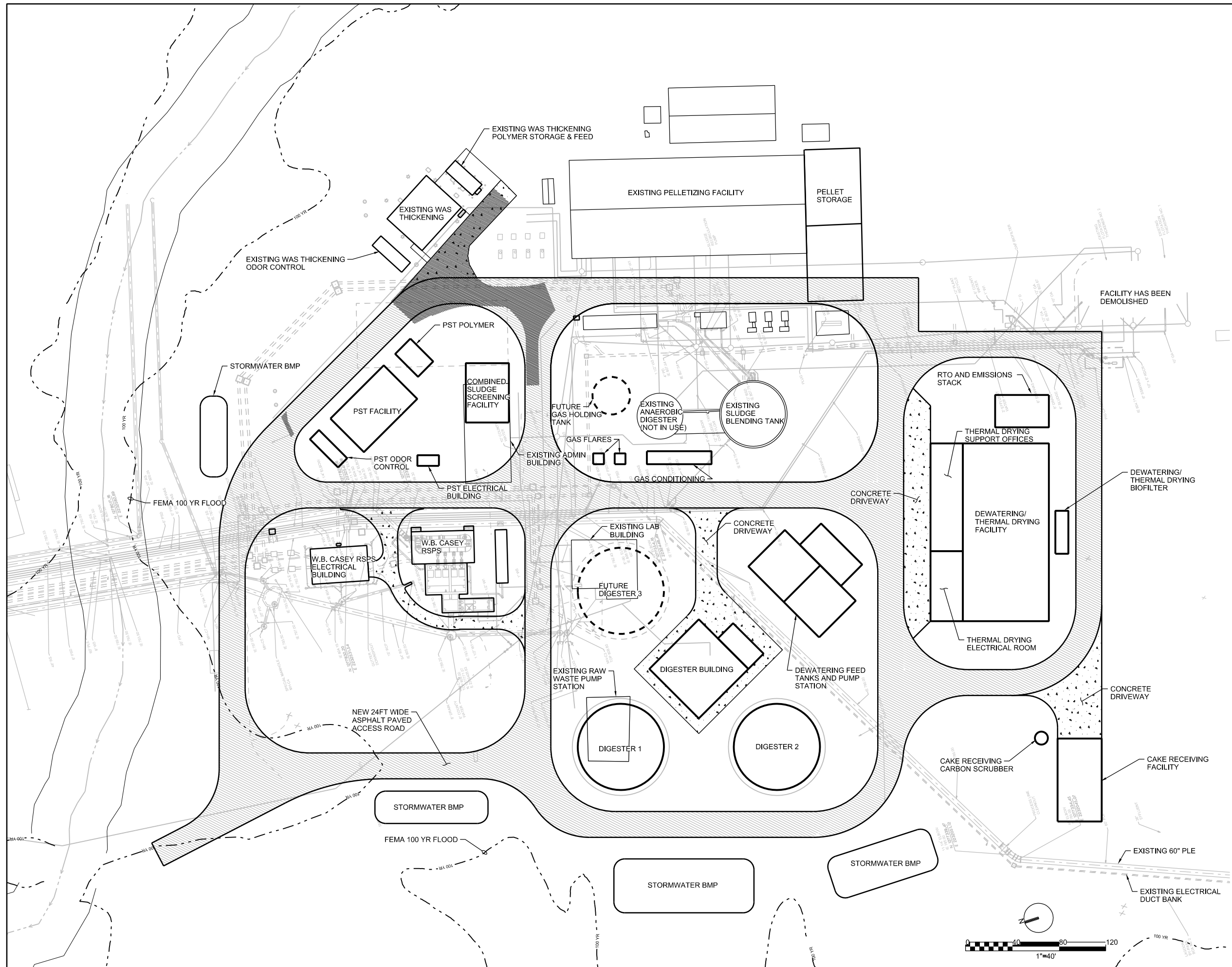
# BIOSOLIDS MANAGEMENT FACILITIES

**EXISTING FACILITIES TO REMAIN:**  
 PELLET STORAGE  
 WAS THICKENING FACILITY  
 RSPS  
 RSPS ELECTRICAL BUILDING

**EXISTING FACILITIES TO BE DEMOLISHED:**  
 ADMINISTRATIVE BUILDING  
 ANAEROBIC DIGESTER (OPTIONAL)  
 LAB BUILDING (OPTIONAL)  
 PELLETIZING FACILITY (OPTIONAL)  
 RAW WASTE PUMP STATION  
 SLUDGE BLENDING TANK (OPTIONAL)

**PROPOSED FACILITIES:**  
 PST FACILITY  
 COMBINED SCREENING FACILITY  
 DIGESTER 1  
 DIGESTER 2  
 DIGESTER BUILDING  
 DEWATERING FEED TANKS AND PUMP STATION  
 DEWATERING / THERMAL DRYING FACILITY  
 CAKE RECEIVING FACILITY

**FACILITIES NOT SHOWN ON FIGURE:**  
 WAS/SCUM PUMP STATION



005-C-001  
 OVERALL SITE PLAN  
 APPENDIX B  
 W.B. CASEY WRRF BIOSOLIDS PER