



Fulton County, GA

Department of Purchasing & Contract Compliance

Cecil S. Moore, CPPO, CPPB, CPSM, C.P.M., A.P.P
Director

November 3, 2009

Re: 09RFP08155-K-DJ

Operation & Maintenance Services for Fulton County Wastewater Facilities & Pump Stations

Dear Proposers:

Attached is one (1) copy of Addendum 2, hereby made a part of the above referenced RFP.

Except as provided herein, all terms and conditions in the RFP referenced above remain unchanged and in full force and effect.

Sincerely,

Donna Jenkins

Donna Jenkins
Chief Assistant Purchasing Agent

Winner 2000 - 2008 Achievement of Excellence in Procurement Award • National Purchasing Institute



This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

Delete Section 1.2 Description of The Project in its entirety and replace with the information below.

1.2 DESCRIPTION OF THE PROJECT

The list below provides a summary of the Managed Assets. It is not intended to describe all the elements that comprise the Managed Assets.

- Big Creek WRF
- Johns Creek Environmental Campus (JCEC)
- Little River WRF & Settingdown Creek (LAS)
- Johns Creek WRF
- 30 Pump Stations, one Grinder Station and six ARVs – see list in Section 1.24

Delete Section 1.2.4 Pump Stations in its entirety and replace with the information below.

1.2.4 PUMP STATIONS

There are 31 existing North Fulton Pump Stations and six waste water air relief valves. The locations of these pump stations are as follows:

NORTH FULTON MANAGED ASSESTS PUMP STATIONS

1	Amersee Lakes Pump Station	9100 Etching Overlook, Duluth
2	Ball Mill Creek	1500 Riverside Road, Roswell
3	Blessed Trinity	11340 Woodstock Road, Roswell
4	Cameron Glenn	5775 Northside Drive, Atlanta
5	Chattahoochee III	6000 State Bridge Road, Duluth
6	Cobb Willeo	1030 Marietta Highway, Roswell
7	Crooked Creek	14212 Morning Mountain Way
8	Game Creek	6600 Powers Ferry Road, Atlanta
9	Hopewell Road Pump Stations (4)	13215 Hopewell Road, Alpharetta
10	Johns Creek PS & Diversion Station	8100 Riverbirch Drive, Roswell
11	Johnson Ferry Parks	1125 Johnson Ferry Road, Atlanta
12	Lake Charles	Ramsdale Drive, Roswell
13	Little River INF Pump Station	2415 Cox Road, Woodstock, Georgia 30188
14	Long Island	4434 Whitewater Creek Road, Atlanta
15	Marsh Creek	6500 Old Riverside Drive, Atlanta
16	Morgan Falls	0 Morgan Falls Road, Dunwoody, Georgia 30350
17	Northeast Creek	0 Nesbitt Ferry Road, Dunwoody, Georgia 30338

18	Old Alabama Road	4185 Old Alabama Road, Alpharetta, GA
19	Pine Bloom	770 Vista Bluff Drive, Duluth, Georgia 30096
20	River Bluff	7200 Chattahoochee Bluff Drive, Dunwoody, GA
21	River Chase	0 Ferry Landing, Atlanta, Georgia 30326
22	Riverside Drive	140 River North Lane, Atlanta, GA
23	Riverside Road Pump Station	575 Riverside Road, Roswell, GA 30075
24	Sullivan Creek # 1	0 Grogran Ferry Road, NE, Dunwoody, GA 30350
25	Sullivan Creek # 2	147 Grogan's Landing, Dunwoody, Georgia 30350
26	Sullivan Creek # 3	2700 Harbor Pointe Parkway, Dunwoody, GA
27	Sullivan Creek # 4	2300 Spring Creek Lane, Dunwoody, GA 30350
28	Willeo Road	9000 Willeo Road, Roswell, GA
29	Windward Village	2738 Webb Road, Alpharetta, GA
30	JCEC Influent Pump Station	8100 Holcomb Bridge Road, Roswell, GA
*31	Hospital Grinder Station	920 West Kingston Court, Alpharetta, GA
32	Six Wastewater Air Relief Valves	Riverside/Azalea Drive, Roswell, GA

* This is a Grinder Station that has 1 channel grinder.

The following terms have been added to the list of Contract Definitions.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:
 of the Managed Assets.

Consumer Price Index or "CPI" - the final reported non-seasonably adjusted Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, for the Atlanta, Georgia Metropolitan Area, Annual Average.

Facility – all or any portion of the Big Creek WRF, Johns Creek WRF, JCEC, Little River WRF or the listed wastewater pumping stations.

Facility Closure – when a facility is no longer operational, as determined by the County, the contractor shall be responsible for the removing and disposing of all organic and inorganic waste products; the removing of all chemicals, fuels, surplus material and supplies and storing them as directed by the County; and cleaning all structures, tanks and vessels to eliminate the possibility of odor and environmental hazards.

Delete Section 2.5 Term of Contract in its entirety and replace with the information below.

2.5 TERM OF CONTRACT

The initial term of the O&M Contract will be five (5) years beginning 12:01 am on the Commencement Date and ending after five years on that same month and day at 12:00 am, with one (1), five (5) year renewal option upon approval of the Fulton County Board of Commissioners; unless earlier terminated as provided for in the O&M Agreement. The O&M

Agreement may be renewed by the County, at its sole discretion, under the same terms and conditions of the original Agreement. The County may exercise its option to renew the O&M Agreement by delivering written notice of the intent to renew to the Contractor one year prior to the expiration date of the initial five (5) year term of the Agreement. The County may, at its sole discretion, direct the Contractor to begin operations of the JCEC prior to June 1, 2010.

Delete Section 2.11 Insurance and Bonding Requirements in its entirety and replace with the information below.

2.11 INSURANCE AND BONDING REQUIREMENTS

Insurance, Bonding, Risk Management provisions, Indemnification and Hold Harmless provisions are outlined in Section 7.

Proposer shall submit a Performance Bond pursuant to Exhibit 16 and a Payment Bond pursuant to Exhibit 17.

Any and all insurance and Bonds required by this contract shall be maintained during the entire length of this contract, including any extensions there to, until all work has been completed to the satisfaction of Fulton County Department of Public Works. The county shall have the right to inquire into the adequacy of the insurance coverages set forth in this contract and to negotiate such adjustments as necessary.

Delete Section 3.3.1 Background in its entirety and replace with the information below.

3.3.1 Background

Fulton County government consists of Chairman and six members of Board of Commissioners. The Public Works Department comprises a Director, an Assistant Director and Deputy Director of Water Services, who are responsible for operations and maintenance of wastewater treatment facilities and pump stations. The Contract Operations Administrator and core group provides contract administration of all wastewater contracts.

Delete Section 3.3.2 Scope of Services in its entirety and replace with the information below.

3.3.2 Scope of Services

At a minimum the Contractor must perform the following services:

9. Other than the Project Manager, Operations Manager, Maintenance Manager and Plant Manager, vacant positions must be filled within 60 days by qualified personnel. Project Manager, Plant Manager and Maintenance Manager Positions must be filled temporarily immediately and permanently within ninety (90) days. All personnel classified as Operator In Training (OIT) must work with certified personnel and be licensed by the State of Georgia within twelve (12) months from date of hire. Failure to obtain the required certification within

one (1) year of the date of employment shall result in termination of the OIT. The OIT can be included in the staffing plan and shall be billable to the County at rates lower than the lowest certified wastewater operator. The OIT cannot represent any more than twenty (20) percent of the certified workforce at any given time. No employee should work more than 16 hrs/ day. The Contractor shall provide a monthly staffing summary to the County.

Delete Section 3.3.9 Waste in its entirety and replace with the information below.

3.3.9 Waste

The Contractor shall be responsible for transporting excess bio-solid from the Little River WRF to the Big Creek WRF for dewatering; and transporting dewatered and/or non-dewatered bio-solids from the Big Creek WRF, Johns Creek WRF and Johns Creek Environment Campus (JCEC) for disposal in accordance with applicable regulations and requirements.

Delete Section 3.3.33 Contingency Allowance in its entirety and replace with the information below.

3.3.33 Contingency Allowance

The County shall fund a County held account for each contract year in the amount of \$1,500,000 which fund shall be available to the County to pay the County share of the costs of Uncontrollable Circumstances and to be used by the County for payment to the Contractor for Annual Variable cost reconciliation or changes in the scope of contract services directed by the County in its sole discretion. The Contractor shall not have any right to any funds in such account under any circumstances.

Delete numbers two and three of Section 4 Relevant Project Experience and replace with the information below.

Section 4 – Relevant Project Experience

Describe the experience by individuals or the firm(s) which is relevant to this project.

2. Provide a minimum of three (3) reference projects for municipal wastewater treatment plants with treatment capacity of Large Municipal Waste Water treatment Plants, greater than 10 MGD, with one facility rated at a tertiary or higher treatment level. Only projects in the United States and North America will be considered as a fulfillment of this requirement.
3. At least one of the reference projects must have been operated by the Contractor continuously for five (5) or more years.

Delete number 1 of Section 5 Environmental compliance Record in its entirety and replace with the information below.

Section 5 - Environmental Compliance Record

For each of the 3 reference projects cited in **Relevant Project Experience**, please provide the following information:

1. Listing of all permit/regulatory violations including odor and noise complaints associated with the wastewater system operations.

FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

Instructions:

When completing the Disclosure Form and Questionnaire please ensure it is in compliance with O.C.G.A. 36-60-15.1, Operation and maintenance of water treatment systems by private entities. (See attached)

Search - 1 Result - § 36-60-15.1. Operation and maintenance of water treatment systems by priva... Page 1 of 1

O.C.G.A. § 36-60-15.1

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*** Current through the 2009 Regular Session ***

TITLE 36. LOCAL GOVERNMENT
PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS
CHAPTER 60. GENERAL PROVISIONS

O.C.G.A. § 36-60-15.1 (2009)

§ 36-60-15.1. Operation and maintenance of water treatment systems by private entities

Notwithstanding any other provision of law to the contrary, any county or municipal corporation of this state is authorized, in the discretion of its governing authority, to enter into valid and binding leases and contracts with private persons, firms, associations, or corporations for any period of time not to exceed 20 years to provide for the operation and maintenance of all or a portion of its wastewater treatment system, storm-water system, water system, or sewer system, or any combination of such systems, which leases and contracts may include provisions for the design, construction, repair, reconditioning, replacement, maintenance, and operation of the system, or any combination of such services and functions. If a contract or lease to be awarded pursuant to this Code section includes provisions for the construction of public works, the laws relating to the procurement of such contracts shall also apply; provided, however, that any bonding requirements shall apply only to the construction provisions of the contract or lease. Prior to entering into a lease or contract pursuant to this Code section, the governing authority shall solicit competitive sealed proposals. The governing authority shall first establish criteria for evaluation of any applicants submitting proposals on such leases or contracts for the purpose of assisting the governing authority in making a review of such applicants' previous performance on projects of comparable magnitude, the environmental compliance record of such applicants, and any relevant civil or criminal penalties incurred by such applicants during the five years immediately preceding the execution of the lease or contract. The governing authority shall take into consideration such information to assist it in determining the eligibility of any applicant. The award of a lease or contract pursuant to this Code section shall be made to the responsible and responsive applicant whose proposal is determined in writing to be the most advantageous to the governmental entity, taking into consideration the evaluation factors set forth in the request for proposals. All information required by the county or municipality pursuant to this Code section shall be provided by the applicant under oath. For purposes of this Code section, "applicant" means any individual, firm, association, or corporation submitting a proposal on such leases or contracts.

Reference the Contract Agreement of the RFP, Table of Contents; Title of Exhibit 18 has changed to JOHNS CREEK WRF CLOSURE

Table of Contents

X. EXHIBIT H: EXHIBITS

EXHIBIT 18 JOHNS CREEK WRF CLOSURE

Reference the Contract Agreement; delete SECTION 8.1 OF ARTICLE 1. TERM OF AGREEMENT in its entirety and replace with the information below.

ARTICLE 1. TERM OF AGREEMENT

SECTION 8.1. EFFECTIVE DATE AND TERM. This Service Contract shall become effective on the Contract Date, and shall continue in effect for 5 years following the Commencement Date (the period from the Contract Date to the fifth anniversary of the Commencement Date). All rights, obligations and liabilities of the parties hereto shall commence on the Contract Date, subject to the terms and conditions hereof. The County shall have no obligation to make Service Fee payments hereunder until after the Commencement Date. At the end of the Term of this Service Contract, all other obligations of the parties hereunder shall terminate, except as provide in Section 6.7 and 6.8. The County may, at its sole discretion, direct the Contractor to begin operations of the JCEC prior to the actual commencement date. The operation of JCEC will be on a monthly basis until the contract commencement date. All terms and conditions of the Contract related to the operation and maintenance of JCEC will be in effect during the monthly operational period.

Reference the Contract Agreement; delete SECTION 8.2 OF ARTICLE 1. TERM OF AGREEMENT in its entirety and replace with the information below.

SECTION 8.2. COUNTY RENEWAL OPTION. The initial term of the O&M Contract will be five (5) years with one (1), five (5) year renewal option upon approval of the Fulton County Board of Commissioners; unless earlier terminated as provided for in the O&M Agreement. The O&M Agreement may be renewed by the County, at its sole discretion, under the same terms and conditions of the original Agreement. The County may exercise its option to renew the O&M Agreement by delivering written notice of the intent to renew to the Contractor one year prior to the expiration date of the initial five (5) year term of the Agreement.

Reference the Contract Agreement; delete ARTICLE 44. DECREASES IN SCOPE OF SERVICES in its entirety and replace with the information below.

ARTICLE 44. DECREASES IN SCOPE OF SERVICES

The COUNTY may decrease the Services during the term or any extension or renewal of the Agreement. In the event the COUNTY decreases the scope of any Services, the COUNTY will

provide the Contractor fifteen (15) days prior written notice, describing in that notice the specific Services decreased. Upon notification of a decrease in any Services, the Contractor shall:

- A. immediately discontinue the decreased Services on the date and, to the extent specified in the notice, place no further purchase orders or subcontracts to the extent that they relate to the performance of the decreased Services;
- B. inventory, maintain and turn over to the COUNTY all data, information, documents, work product and property furnished by the Contractor or provided by the COUNTY for performance of the decreased Services;
- C. cooperate with the COUNTY in the transfer of data, information, documents, work product, and property and disposition of decreased Services in progress so as to mitigate damages;
- D. comply with other reasonable requests from the COUNTY regarding the decreased Services;
- E. decrease the service fee related to the decreased level of service; and
- F. continue to perform, in accordance with all of the terms and conditions of this Agreement, that portion of the Services remaining.

Reference the Contract Agreement; delete ARTICLE 46. SERVICE BASE FEE BUDGETING AND BUDGET LIMITATION; CPI ADJUSTMENT in its entirety and replace with the information below.

ARTICLE 46. SERVICE BASE FEE BUDGETING AND BUDGET LIMITATION; CPI ADJUSTMENT

- A. The Service Base Fee will be subject to change only due to changes in the scope of services and CPI adjustments.
- B. The CPI Adjustment will be calculated as follows:

As of January 1 (the "Adjustment Date") of each year of the O&M Contract, the Service Base Fee for the year will become an amount equal to the Service Base Fee which was applicable to the immediately preceding year, plus (or minus in the event of a negative CPI) an amount equal to one-hundred percent (100%) of the percentage adjustment in the Consumer Price Index (the "Index") for All Urban Consumers for the metropolitan Atlanta area, annual average, published by the United States Department of Labor Bureau of Labor Statistics during the calendar year preceding the Adjustment Date, multiplied by the Service Base Fee for the preceding year. The percentage adjustment in the Index will be determined by comparing the Index for the annual average immediately preceding the Adjustment Date to the Index for the annual average of one year prior. Until such time as the adjustment has been computed, the Contractor will continue to receive payment of the Service Base Fee in the amount in effect for the preceding year, as it becomes

payable in accordance with the O&M Contract. When computed, the CPI Adjustment will be retroactive to the Adjustment Date. Adjustments to the Service Base Fee will be applied in accordance with the O&M Contract in the month immediately following the month in which the CPI Adjustment for the applicable term is computed. If the Index is discontinued, such other governmental index or method of computation with which it is replaced or which is substantially comparable to the Index will be used. If the Index is revised such that Indexes for the annual average comparison dates are computed on different base years, the conversion factor published by the government will be used in making the adjustment computation.

Reference the Contract Agreement; delete ARTICLE 47. DEFINITIONS in its entirety and replace with the information below.

ARTICLE 47. DEFINITIONS

"Consumer Price Index" or "CPI" means the final reported non-seasonably adjusted Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, for the Atlanta, Georgia Metropolitan Area, Annual Average.

"Facility" means all or any portion of the Big Creek WRF, Johns Creek WRF, JCEC, Little River WRF or the listed wastewater pumping stations and ARVs.

"Facility Closure" means when a facility is no longer operational, as determined by the County, the contractor shall be responsible for the removing and disposing of all organic and inorganic waste products; the removing of all chemicals, fuels, surplus material and supplies and storing them as directed by the County; and cleaning all structures, tanks and vessels to eliminate the possibility of odor and environmental hazards.

"Managed Assets" means all or any portion of the Plants, Plant Realty, Pump Stations, and Pump Station Realty. The Managed Assets include the following facilities:

- Big Creek WRF
- Johns Creek Environmental Campus (JCEC)
- Little River WRF & Settingdown Creek (LAS)
- Johns Creek WRF

NORTH FULTON MANAGED ASSESTS PUMP STATIONS

1	Amersee Lakes Pump Station	9100 Etching Overlook, Duluth
2	Ball Mill Creek	1500 Riverside Road, Roswell
3	Blessed Trinity	11340 Woodstock Road, Roswell
4	Cameron Glenn	5775 Northside Drive, Atlanta
5	Chattahoochee III	6000 State Bridge Road, Duluth
6	Cobb Willeo	1030 Marietta Highway, Roswell
7	Crooked Creek	14212 Morning Mountain Way
8	Game Creek	6600 Powers Ferry Road, Atlanta
9	Hopewell Road Pump Stations (4)	13215 Hopewell Road, Alpharetta
10	Johns Creek PS & Diversion Station	8100 Riverbirch Drive, Roswell
11	Johnson Ferry Parks	1125 Johnson Ferry Road, Atlanta
12	Lake Charles	Ramsdale Drive, Roswell
13	Little River INF Pump Station	2415 Cox Road, Woodstock, Georgia 30188
14	Long Island	4434 Whitewater Creek Road, Atlanta
15	Marsh Creek	6500 Old Riverside Drive, Atlanta
16	Morgan Falls	0 Morgan Falls Road, Dunwoody, Georgia 30350
17	Northeast Creek	0 Nesbitt Ferry Road, Dunwoody, Georgia 30338
18	Old Alabama Road	4185 Old Alabama Road, Alpharetta, GA
19	Pine Bloom	770 Vista Bluff Drive, Duluth, Georgia 30096
20	River Bluff	7200 Chattahoochee Bluff Drive, Dunwoody, GA
21	River Chase	0 Ferry Landing, Atlanta, Georgia 30326
22	Riverside Drive	140 River North Lane, Atlanta, GA
23	Riverside Road Pump Station	575 Riverside Road, Roswell, GA 30075
24	Sullivan Creek # 1	0 Grogan Ferry Road, NE, Dunwoody, GA 30350
25	Sullivan Creek # 2	147 Grogan's Landing, Dunwoody, Georgia 30350
26	Sullivan Creek # 3	2700 Harbor Pointe Parkway, Dunwoody, GA
27	Sullivan Creek # 4	2300 Spring Creek Lane, Dunwoody, GA 30350
28	Willeo Road	9000 Willeo Road, Roswell, GA
29	Windward Village	2738 Webb Road, Alpharetta, GA
30	JCEC Influent Pump Station	8100 Holcomb Bridge Road, Roswell, GA
*31	Hospital Grinder Station	920 West Kingston Court, Alpharetta, GA
32	Six Wastewater Air Relief Vales	Riverside/Azalea Drive, Roswell, GA

"Managed Assets Realty" means the parcels of real property upon which the Managed Assets, or any portion thereof, are located, including the Sites.

Reference the Contract Agreement; delete IV. EXHIBIT B: SPECIAL CONDITIONS SECTION 50.15 AND 52.4 TRUCKED-IN MATERIAL in its entirety and replace with the information below.

SECTION 50.15. TRUCKED-IN MATERIAL. Until the County, at its sole discretion, installs a septage dumping station, the Contractor shall not receive, accept and treat at the Managed Assets Trucked-In Material.

SECTION 52.4. TRUCKED-IN MATERIAL; Until the County, at its sole discretion, installs a septage dumping station, the Contractor shall not receive, accept and treat, at the Managed Assets Trucked – in-material.

Reference the Contract Agreement; delete V. EXHIBIT C: SCOPE OF WORK SECTION 60.8 WASTE in its entirety and replace with the information below.

SECTION 60.8 Waste

The Contractor shall be responsible for transporting excess bio-solid from the Little River WRF to the Big Creek WRF for dewatering; and transporting dewatered and/or non-dewatered bio-solids from the Big Creek WRF, Johns Creek WRF and Johns Creek Environment Campus (JCEC) for disposal in accordance with applicable regulations and requirements.

Reference the Contract Agreement; delete V. EXHIBIT C: SCOPE OF WORK SECTION 60.35 CONTINGENCY ALLOWANCE in its entirety and replace with the information below.

SECTION 60.35 CONTINGENCY ALLOWANCE

The County shall fund a County held account for each contract year in the amount of \$1,500,000 which fund shall be available to the County to pay the County share of the costs of Uncontrollable Circumstances and to be used by the County for payment to the Contractor for Annual Variable cost reconciliation or changes in the scope of contract services directed by the County in its sole discretion. The Contractor shall not have any right to any funds in such account under any circumstances.

Reference the Contract Agreement; delete ARTICLE 62 SECTION 62.5 (B) COUNTY CONTINGENCY FUND in its entirety and replace with the information below.

(B) County Contingency Fund.

The County shall fund a County held account for each contract year in the amount of \$1,500,000 which fund shall be available to the County to pay the County share of the costs of Uncontrollable Circumstances and to be used by the County for payment to the Contractor for Annual Variable cost reconciliation or changes in the scope of contract services directed by the County in its sole discretion. The Contractor shall not have any right to any funds in such account under any circumstances.

Reference the Contract Agreement X. EXHIBIT H: EXHIBITS; Title of Exhibit 18 has changed to JOHNS CREEK WRF CLOSURE

X. EXHIBIT H: EXHIBITS

Exhibit 18 Johns Creek WRF Closure

Delete language under EXHIBIT 3 OPERATION AND MAINTENANCE STANDARDS, 3.2.1 Septage Receipt and replace with the information below.

3.2.1 Septage Receipt

Septage is not accepted at Big Creek WRF, Johns Creek WRF, JCEC and Little River WRF at this time.

Delete Table 4.2 Minimum Staffing Requirements in its entirety and replace with the information below.

**Table 4.2
Minimum Staffing Requirements**

<p>Project Manager, GA Waste Water Class 1- 1 Operations Manager, GA Waste Water Class 1 -1 Maintenance Manager – 1 Office Assistant – 1</p>
<p>North Fulton Operations: Big Creek WRF, Johns Creek WRF and JCEC</p> <ul style="list-style-type: none">• Georgia WW Certified Class I Plant Manager-1 per plant• Georgia WW Certified Operators/OIT- Minimum of 3 operators during day shift and 2 Operators during off shifts 5 days a week, 2 operators per shift during week ends. One operator may be substituted with an OIT. <p>Little River WRF:</p> <ul style="list-style-type: none">• Georgia WW Certified Class I Chief Operator-1 Minimum 2 licensed operators or one licensed operator and one OIT 8 hrs per day 7 days a week <p>Maintenance Staff: North Fulton WRF & Pump Stations</p> <ul style="list-style-type: none">• Maintenance Lead - 3• High Voltage Electrician -2• Instrumentation Tech – 3• SCADA Tech - 2• Mechanical Maintenance – 3• General Duty Mechanic – 3• CMMS Specialist -1• Painter -3• Laborer-5 <p>Johns Creek Environmental Campus (JCEC) may require extra housekeeping staff to maintain Educational Center. Events will be organized in the evenings as well as during the day. The Contractor shall maintain the Education Center, JCEC Park & Walking Trail 7 days/week in neat and orderly fashion. Lab in Education Center may be used for research and other educational purposes. The Contractor shall be required to coordinate and facilitate such work as part of their community outreach program.</p> <p>The Contractor may outsource maintenance services; however, subcontract services must be identified and equivalent to the minimum staffing requirements. Outsourced services cost shall be inclusive in Maintenance cost in Price Proposal Form.</p>

All Maintenance staff site supervisors must have GA collection system operator certification.

Delete Exhibit 6 Exit Transition Plan in its entirety and replace with the information below.

**EXHIBIT 6
EXIT TRANSITION PLAN**

At the end of the Service Contract the Contractor shall provide all services necessary for a smooth, uninterrupted transition of service to the County or its new contractor. The Contractor shall prepare an Exit Transition Plan describing such services and provide the Plan to the County within 180 days after the Commencement Date. Contractor shall also provide a Transition Plan within 15 days from award of the contract for smooth transition of services from current contractor. The objectives of the Exit Transition Plan are to:

- preserve and protect the Managed Assets and all related equipment and tools;
- leave the Managed Assets in a neat and orderly condition;
- provide the County all material documentation, books, and records that are relevant to the continued operation and maintenance of the Managed Assets;
- minimized transition costs for the Contractor and the County;
- full cooperation with the County to ensure the efficient and effective transfer of the Managed Assets and
- full financial reconciliation of the Contractor's response pursuant to the terms and conditions of the Service Contract.

The Exit Transition Plan shall include at a minimum:

- weekly meetings with the County to discuss operations and maintenance activities at least three months prior to the end date;
- list of all documents developed by the Contractor during the Term of the Service Contract to perform the Management Services;
- list of all reports, records and tests prepared by the Contractor in relations to the O&M of the Managed Assets;
- list of equipment vendors, equipment under warranty and vendor manuals;
- account information for all utility relative to the O&M of the Managed Assets;
- list regulatory permits;
- list of all capital improvements/modifications;
- inventory of chemicals, consumables and spare parts available to the Contractor at the commencement date;
- list of software and hardware relative to the O&M of the Managed Assets;
- a description of the process for transitioning the Managed Assets; including equipment status, chemical/supplies procurement;

The Exit Transition Plan shall be updated annually to reflect changes in any of the services and information.

Delete Exhibit 9 Cost Proposal From in its entirety and replace with the information below.

**EXHIBIT 9
 COST PROPOSAL FORM**

**Managed Assets
 BIG CREEK WRF, JOHNS CREEK WRF, JCEC, LITTLE RIVER WRF
 and NORTH FULTON PUMP STATIONS**

**COST PROPOSAL FORM
 MANAGED ASSETS OPERATIONS PERIOD**

Baseline Flow and Loadings combine all facilities	Annual Amount
Flow (MGD)	26 MGD
Phosphate	1,518 lbs/day
CBODs	54,210 lbs/day
TSS	54,210 lbs/day
Sludge (Dry Tons)	32.5 tons/day

Service Fee Fixed Base Components- BIG CREEK WRF		Annual Amount
1	Labor (Including wages, benefits, etc.)	\$
2	Plant Operation, Maintenance and Repair	\$
3	Chemicals and Fuels-Treatment	\$
4	Chemicals-Odor Control	\$
5	Building & Grounds Maintenance	\$
6	Grit, Refuse, Sludge Hauling/Disposal	\$
7	Performance Testing	\$
8	Public Education	\$
9	Performance/Payment Bond	\$
10	TOTAL Fixed Base Service Fee Component (1-9)	\$

Service Fee Fixed Base Components- JOHNS CREEK WRF		Annual Amount
1	Labor (Including wages, benefits, etc.)	\$
2	Plant Operation, Maintenance and Repair	\$
3	Chemicals and Fuels-Treatment	\$
4	Chemicals-Odor Control	\$
5	Building & Grounds Maintenance	\$
6	Grit, Refuse, Sludge Hauling/Disposal	\$
7	Performance Testing	\$
8	Public Education	\$
9	Performance/Payment Bond	\$
10	TOTAL Fixed Base Service Fee Component (1-9)	\$

Service Fee Fixed Base Components- JCEC		Annual Amount
1	Labor (Including wages, benefits, etc.)	\$
2	Plant Operation, Maintenance and Repair	\$
3	Chemicals and Fuels-Treatment	\$
4	Chemicals and Carbon-Odor Control	\$
5	Building & Grounds Maintenance	\$
6	Grit, Refuse, Sludge Hauling/Disposal	\$
7	Performance Testing	\$
8	Public Education	\$
9	Performance/Payment Bond	\$
10	TOTAL Fixed Base Service Fee Component (1-9)	\$

Service Fee Fixed Base Components- LITTLE RIVER WRF		Annual Amount
1	Labor (Including wages, benefits, etc.)	\$
2	Plant Operation, Maintenance and Repair	\$
3	Chemicals and Fuels-Treatment	\$
4	Chemicals -Odor Control	\$
5	Building & Grounds Maintenance	\$
6	Grit, Sludge Hauling/Disposal	\$
7	Performance Testing	\$
8	Public Education	\$
9	Performance/Payment Bond	\$
10	TOTAL Fixed Base Service Fee Component (1-9)	\$

Service Fee Fixed Base Components- Pump Stations		Annual Amount
1	Labor (Including wages, benefits, etc.)	\$
2	Pump Station Maintenance, Repair and Replacement	\$
3	Chemicals & Fuels-Treatment	\$
4	Chemicals and Carbon-Odor Control	\$
5	Building & Grounds Maintenance	\$
6	Grit, Refuse, Grease Hauling/Disposal	\$
7	Performance Testing	\$
8	Public Education	\$
9	Performance/Payment Bond	\$
10	Total Fixed Base Service Fee Component (1-9)	\$

Johns Creek WRF Closure	\$
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Total Service Fee (Big Creek WRF, Johns Creek WRF, Johns Creek WRF Closure, JCEC, Little River WRF and Pump stations)

\$ _____

Service Fee Adjustment Rate Schedule for excess loadings	Annual Amount
Phosphate	\$ /lb
CBOD ₅	\$ /lb
TSS	\$ /lb
Sludge (Dry Tons)	\$ /ton

Contractual Allowance Fund (County Directed)	Annual Amount
Maintenance Allowance	\$ 1,700,000
Contingency Allowance	\$ 1,500,000

Transition allowance (all Facilities except JCEC)	\$100,000
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JCEC Monthly Service Fee	\$
Johns Creek WRF Monthly Service Fee	\$

Notes:

1. Itemized components are for evaluating purpose only.
2. Sludge hauling and disposal cost shall be paid per dry ton of solids hauled and disposed.
3. The contingency allowance fund will be used by the County to finance unforeseen and variable expenses during the term at the County's sole discretion.
4. Maintenance Allowance will be used to repair/replace major equipments or upgrade the Managed Assets at County's sole discretion (See Section 3.)
5. The service fee adjustment pursuant to the service fee rate schedule shall be based on the average daily loading for a Contract Year. The service fee adjustment shall be applied in excess of 110 percent of the annual average daily baseline influent loadings set forth in Exhibit 9 and the actual loadings for the Contract Year times the number of days in the contract year. A service fee reduction shall be applied when the annual average daily loading is < 90% of the baseline.
6. CPI Adjustments applies to fixed and variable cost and will be applicable on Jan 1, 2011
7. Contract Year shall be calendar year January 1st - December 31st.
8. Incumbent shall not be allowed to bill against Transition allowance.

EXHIBIT 16

Proposer shall submit a Performance Bond pursuant to this Exhibit.

PERFORMANCE BOND

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a PERFORMANCE BOND with good and sufficient surety payable to Fulton County. The bonding requirements set forth in this Contract apply to all services performed under the contract. Compliance is required by the Contractor and all other contractor and subcontractors/ sub consultants at any tier. The Performance Bond shall be in the **amount of 100% for the value of the negotiated first year service fee** including CPI Adjustments, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____
(Insert name of Contractor)

(hereinafter called the "Principal") and _____(hereinafter called the

(Insert name of Surety)

"Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns, in the penal sum of _____[100% of First Year Service Fee], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for Operation and Maintenance-type services of a project known as **[NAME OF PROJECT]**, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Operation and Maintenance-Type Contract, the Surety shall promptly remedy the default as follows:

Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner.

Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance

of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

**EXHIBIT 17
PAYMENT BOND**

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be **in the amount of 100% for the value of the negotiated first year service fee** including CPI Adjustments, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____
(Insert name of Contractor)
(hereinafter called the "Principal") and _____(hereinafter called the
(insert name of Surety)

"Surety"), are held and firmly bound unto FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of (100% of the First Year Service Fee), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as fNAME OF PROJECT], as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services,

labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)

(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

Delete Exhibit 18 Johns Creek WRF Closure in its entirety and replace with the information below.

**Exhibit 18
Johns Creek WRF Closure**

When the Johns Creek WRF is no longer operational as determined by the County, the Contractor shall be responsible for the removing and disposing of all organic and inorganic waste products; the removing of all chemicals, fuels, surplus material and supplies and storing them as directed by the County; and cleaning all structures, tanks and vessels to eliminate the possibility of odor and environmental hazards.

Below are a list of questions and the response to each:

1. As previously requested in our October 23, 2009 letter, we respectfully ask for a one-month extension to the proposal schedule. Plant tours were completed the week ending October 23, which does not allow adequate time for proper technical review and development of an operating plan reflective of a project of this size and magnitude. In addition, the firms that previously submitted proposals have had sufficient time to familiarize themselves with the facilities before the process for Request for Proposal No. 09RFP08155K-DJ began.

RESPONSE: The RFP due date has been extended for an additional four weeks, Monday, December 14, 2009.

2. Exhibit 9 Cost Proposal Form requests a price for Pump Station Maintenance, Repair and Replacement items less than \$10,000. This is inconsistent with Article 53.1 of the sample agreement and Section 3.3.15 of the RFP, both of which set a \$5,000 limit. Please clarify.

RESPONSE: The value is \$5,000. The cost proposal has been modified.

3. The Service Fee Adjustment Schedule for excess loading table on Exhibit 9 Cost Proposal Form indicates the figures are annual amounts. Since the excess annual loadings are unknown, should the amounts actually be unit cost figures than annual totals?

RESPONSE: The heading will be changed to "RATE". The value indicated in that section should be in cost per unit and will be calculated on an annual total for each unit.

4. Also on Exhibit 9 Cost Proposal Form, please clarify which components are to be included in the calculation of the Total Annual Cost.

RESPONSE: The calculation for the total annual cost will include O&M for all plants and pump stations and the Johns Creek WRF Closure.

5. Will we have data and a chance to visit the Old Johns Creek facility?

RESPONSE: the data is available in the data room on CD. Please Contact Donna Jenkins and she will provide you with a CD. Yes you may visit the facility; contact OP Shukla @ 404-245-9699 or op.shukla@fultoncountyga.gov.

6. Will the old facility be part of this contract for some period of time?

RESPONSE: we have modified the RFP to in enable the continued operation of the Johns Creek WRF beyond May 31, 2010 if necessary.

7. I did not see a request for an extension posted on the Fulton County web site; Why was the due date extended?

RESPONSE: We have modified the RFP to include the Johns Creek WRF. As a result, we extended the proposal due date to enable all proposers time to evaluate the facility and operating documents.

ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Monday, December 14, 2009, at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 2, _____ day of _____, 2009.

Legal Name of Bidder

Signature of Authorized Representative

Title