



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, *Interim Director*

May 29, 2009

Re: 09RFP01120K-DJ, Operation & Maintenance Services for Fulton County Wastewater Facilities & Pump Stations

Dear Proposers:

Attached is one (1) copy of Addendum #4, hereby made a part of the above referenced 09RFP01120K-DJ, Operation & Maintenance Services for Fulton County Wastewater Facilities & Pump Stations.

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

Sincerely,

Donna Jenkins

Interim Contracts Administrator

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

****The Due Date has been extended to Monday, June 8, 2009 11:00 A.M.****

Additional clarification for Payment of Electrical Utilization is provided below:

Item 1 - At any time during the term of this Contract, Fulton County reserves the sole right to exercise the option to assume full responsibility for payment of electrical utilization for all Managed Assets, previously paid by Contractor as agreed in the Service Contract.

Exhibit 9-: Price Proposal form

Submit Price Proposal forms for (a) Utilities Cost with electricity and (b) Utilities Cost without electricity, marked in Bold Letters on top of documents.

Item 2 - Exhibit 2 – Section 2.2.1 – Effluent Performance Guarantees pursuant to B (5) - Service Fee Reductions for Permit and Reporting Violations: Contractor shall be responsible for (a) all the fines, regulatory penalties and other related cost for first offense that is not due to Uncontrollable Circumstances, (b) all fines, regulatory penalties and other related cost for second offense that is not due to Uncontrollable Circumstances as stated above with a \$ 50, 000 service fee reduction, (c) all fines, regulatory penalties and other related cost that is not due to Uncontrollable Circumstances as stated above, with a \$ 50, 000 service fee reduction and given a Notice of Default with an opportunity to cure, before termination for third offense.

Item 3 - Section 2.3.1 – Non-Compliance Penalties pursuant to:

- Failure to meet Mass Balance requirements for three consecutive months or three times in a twelve month period may result in reduction in service fee in an amount up to \$50,000 dollars.

Item 4 – Section 2.4 Maintenance Guarantee & Penalty pursuant to:

- Failure to meet the requirements for two consecutive months or twice in six month period may result in reduction in Service Fee in an amount up to \$100,000.

Item 5 – Section 38.b – Letter of Credit

- Consideration of Letter of Credit - The Letter of Credit is necessary and reasonable. Pursuant to Article 2, Section 2.12.1 - The Letter of Credit shall serve as security for the performance of the Operator's obligations hereunder, and the stated amount thereof shall in no way limit the amount of damages to which the County may be entitled for any Operator Event of Default hereunder. (L of C = One Year Service Fee escalated each Contract Year based on Adjustment Factor). The Letter of Credit amount is reasonably tailored to address probable loss. However, the County will reduce the Letter of Credit from an amount equal to one year service fee to six (6) months service fee of the annual cost. This issue was already addressed in Addendum No.1 to the RFP in response to Question 6 and in Addendum No.2 to the RFP in response to Question 2. The County will retain the Letter of Credit requirement.

**EXHIBIT 9
(REVISED) PRICE PROPOSAL FORMS**

Submit Price Proposal forms for:
(A) Utilities Cost with electricity
(B) Utilities Cost without electricity

EXHIBIT 9
PRICE PROPOSAL FORM (A)
FOR UTILITIES COST
WITH ELECTRICITY

Managed Assets
BIG CREEK, JCEC transition & JCEC, LITTLE RIVER
and NORTH FULTON PUMP STATIONS

PRICE PROPOSAL FORM WITH ELECTRICITY
MANAGED ASSETS OPERATIONS PERIOD
SERVICE FEE COMPONENT

Baseline Flow and Loadings combine all facilities	Annual Amount
Flow (MGD)	26 MGD
Ammonia Nitrogen	5,421 lbs/day
Phosphate	1,518 lbs/day
CBOD5	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	\$
4	Utilities Cost	\$
5	Sludge Hauling/Disposal	\$
6	Building & Grounds Maintenance	\$
7	Odor Control	\$
8	Performance Testing	\$
9	Public Education	\$
10	Letter of Credit	\$
11	TOTAL Fixed Base Service Fee Component (1-10)	\$

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

10	Letter of Credit	\$
11	TOTAL Fixed Base Service Fee Component (1-10)	\$

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	\$
4	Utilities Cost	\$
5	Sludge Hauling/Disposal	\$
6	Building & Grounds Maintenance	\$
7	Odor Control	\$
8	Performance Testing	\$
9	Public Education	\$
10	Letter of Credit	\$
11	TOTAL Fixed Base Service Fee Component (1-10)	\$

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	\$
4	Utility Cost	\$
5	Grit Hauling/Disposal	\$
6	Building & Grounds Maintenance	\$
7	Odor Control	\$
8	Performance Testing	\$
9	Public Education	\$
10	Letter of Credit	\$
11	Total Fixed Base Service Fee Component (1-10)	\$

Total Service Fee (Big Creek, JCEC, Little River and Pump Stations) = \$ _____

Service Fee Adjustment Rate Schedule for excess loadings	Annual Amount
Ammonia Nitrogen	\$ lbs/day
Phosphate	\$ lbs/day
CBOD5	\$ lbs/day
TSS	\$ lbs/day
Sludge (Dry Tons)	\$ tons/day

Contractual Allowance Funds (County Directed)	Annual Amount
Maintenance Allowance	\$1,700,000
Contingency Allowance	\$500,000
Transition Allowance (all Facilities except JCEC)	\$100,000

Total Transition Price for all Facilities except JCEC = \$_____

Notes:

1. Itemized components are for evaluating purpose only.
2. Sludge hauling & disposal cost shall be paid per dry ton of solid 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. 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.
5. Utility cost will be adjusted with increase in public published rates. CPI increase shall be deducted from public published rate with in the same calendar year.
6. CPI Adjustments applies to variable cost.
7. Maintenance Allowance (See Section 3)
8. Contract Year shall be calendar year January 1st - December 31st.

EXHIBIT 9
PRICE PROPOSAL FORM (B)
FOR UTILITIES COST
WITHOUT ELECTRICITY

Managed Assets
BIG CREEK, JCEC transition & JCEC, LITTLE RIVER
and NORTH FULTON PUMP STATIONS

PRICE PROPOSAL FORM WITHOUT ELECTRICITY
MANAGED ASSETS OPERATIONS PERIOD
SERVICE FEE COMPONENT

Baseline Flow and Loadings combine all facilities	Annual Amount
Flow (MGD)	26 MGD
Ammonia Nitrogen	5,421 lbs/day
Phosphate	1,518 lbs/day
CBOD5	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	\$
4	Utilities Cost	\$
5	Sludge Hauling/Disposal	\$
6	Building & Grounds Maintenance	\$
7	Odor Control	\$
8	Performance Testing	\$
9	Public Education	\$
10	Letter of Credit	\$
11	TOTAL Fixed Base Service Fee Component (1-10)	\$

Service Fee Fixed Base Components- JCEC		Annual Amount
1	Labor (Including wages, benefits, etc.)	\$
2	Plant Operation, Maintenance and Repair	\$
3	Chemicals and Fuels	\$
4	Utilities Cost	\$
5	Sludge Hauling/Disposal	\$
6	Building & Grounds Maintenance	\$
7	Odor Control	\$
8	Performance Testing	\$

9	Public Education	\$
10	Letter of Credit	\$
11	TOTAL Fixed Base Service Fee Component (1-10)	\$

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	\$
4	Utilities Cost	\$
5	Sludge Hauling/Disposal	\$
6	Building & Grounds Maintenance	\$
7	Odor Control	\$
8	Performance Testing	\$
9	Public Education	\$
10	Letter of Credit	\$
11	TOTAL Fixed Base Service Fee Component (1-10)	\$

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	\$
4	Utility Cost	\$
5	Grit Hauling/Disposal	\$
6	Building & Grounds Maintenance	\$
7	Odor Control	\$
8	Performance Testing	\$
9	Public Education	\$
10	Letter of Credit	\$
11	Total Fixed Base Service Fee Component (1-10)	\$

Total Service Fee (Big Creek, JCEC, Little River and Pump Stations) = \$ _____

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Contingency Allowance	\$500,000
Transition Allowance (all Facilities except JCEC)	\$100,000

Total Transition Price for all Facilities except JCEC = \$ _____

Notes:

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5. Utility cost will be adjusted with increase in public published rates. CPI increase shall be deducted from public published rate with in the same calendar year.
6. CPI Adjustments applies to variable cost.
7. Maintenance Allowance (See Section 3)
8. Contract Year shall be calendar year January 1st - December 31st.

ACKNOWLEDGEMENT OF ADDENDUM NO. 4

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, June 8, 2009, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 4, _____ day of _____, 2009.

Legal Name of Proposer

Signature of Authorized Representative

Title