



January 23, 2015

**ADDENDUM NO. 1 –
Coddle Creek Water Treatment Plant Lagoons Sludge Removal
Project No. 2014-050**

This Addendum answering technical questions shall be incorporated into the bid documents.

1. Regarding the most recent bid for this project:
 - a. When did the project begin? **March 22, 2013** When was the project completed? **On or about July 22, 2013**
 - b. Which contractor was selected to perform the work? **Capricorn Grading LLC**
 - c. What unit price was the resulting contract based upon? **See bid Tab**
 - d. Was the contractor compensated separately for Mobilization and/or Demobilization? **No**
 - e. Were any change orders authorized by the Owner for the project? If so, what was the total value of the authorized change orders? **Yes per Owner's request \$231,000**
 - f. How many wet tons of sludge was the contractor compensated for removing? **11,163**
 - g. What was the total amount paid to the contractor that last performed this work? **\$441,000**
2. What is the threshold for completion of this project (i.e., how will the Owner determine that the Contractor has removed residuals to the Owner's satisfaction)? **Contractor to confirm sludge removal to base elevation of ponds**
3. Will the lagoon(s) remain in service during sludge removal? **YES**
4. Is any surface water on the lagoon(s) allowed to be decanted? If so, where may the decanted water be discharged to and at what rate per day or gallons per minute? **Contractor may utilize any preferred non-destructive method that meets all local, state, federal, and permit requirements per Project Special Provisions**
5. If mechanical dewatering is utilized, where may the filtrate/centrate be discharged? Are there any filtrate/centrate quality restrictions or quantity discharged? **To Coddle Creek per discharge permit allowances**
6. Is storage of dewatered sludge allowed on-site? Weekends? Overnight in trailers if only a partial load exists? **Yes however Contractor to perform construction work on weekends by special approval only if deemed necessary, otherwise standard workdays and hours apply per special provisions**
7. Has the City provided a TCLP analysis of the material for acceptance at Allied Landfill or will the Contractor have to provide a TCLP analysis? **Allied Landfill performs this testing check for this particular project.**

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8. Exhibit B indicates that the sludge must be delivered at 19-21% to Allied Landfill and further states that the City will only pay for sludge accepted at the landfill that passes the paint filter test? Does the sludge only have to pass the paint filter test for payment or must it also have to be a minimum 19% solids content? **Both requirements apply**
9. Would the City consider revising the Unit Price Schedule (Bid Sheet) to request unit pricing on a \$/**dry** ton instead of the current \$/[wet] **ton**, in order to encourage dewatering efficiency, and risk assumptions based on a wet ton project to the City?
The price requested is for dewatered sludge.
10. Bidder assumes that the City of Concord will retain title to the materials to be transported by Bidder. Is that correct? **Yes however joint and several liability always applies for the Owner, Transporter, and the disposal facility for the waste material.**
11. The contractor should be temporarily relieved of its obligations if events outside of its control prevent or inhibit performance. Bidder has used the following language in other contracts and requests that it, or similar language, be inserted there: *Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Agreement was executed. Contractor and the City shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.* **The apparent low bidder will have an opportunity to ask for contract language revisions however revisions are not usually amended. If a contract cannot be entered into the City will go to the next low bidder.**
12. In Section 13 **Indemnification** on page 23 of bid specifications, the bidder requests adding the word "**negligent**" in front of the word "**acts**" in the following sentence: "acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage

or injury caused solely by the negligence of the City its agents, officers, or employees.”
See response question 11.

13. Please confirm payment will be made within 30 days of receipt of an invoice. Yes
payments are processed weekly upon approval.
14. Please confirm that prevailing wage requirements do not apply to this scope of work.
Although the City encourages the use of SBE/MBE/WBE enterprises, NC wage
requirements are not being audited for this project.

CITY OF CONCORD



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Deputy City Engineer

Engineering

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BID TABULATION FORM
 CODDLE CREEK WATER TREATMENT PLANT LAGOONS SLUDGE REMOVAL
 PROJECT #2013-002
 BID TABULATION



No.	Item	BIO-NOMIC SERVICES, INC		CAPRICORN GRADING, LLC		SYNAGRO CENTRAL, LLC			
		Units	Quantity	Units	Quantity	Units	Quantity		
1	Dewatered Sludge	TN	5250	\$44.00	\$231,000.00	\$40.00	\$210,000.00	NO BID	NO BID
					\$231,000.00		\$210,000.00	NO BID	NO BID
					\$23,100.00		\$21,000.00	NO BID	NO BID
					\$254,100.00		\$231,000.00	NO BID	NO BID

ESTIMATED BASE COST
10% CONTINGENCY
TOTAL ESTIMATED COST

NOTE THE CITY WILL APPLY THE RULE THAT THE UNIT PRICE GOVERNS IN RESOLVING UNIT PRICE/EXTENSION DISCREPANCIES.
 This is to certify that bids tabulated herein were publicly opened and read aloud at 200pm on 7 February 2013 in Conference Room C of the Brown Operations Center 850 Warren C Coleman Blvd. Concord, NC, and the said bids were accompanied by acceptable bidders bonds in the amount of 5% of the bid, unless noted.
 This Certified Bid Tabulation is true and correct to the best of my abilities and knowledge.

