

January 22, 2015

ADDENDUM NO. 1
IFB #Y15-1003-PD
Transport, Processing and Disposal of Biosolids for the Eastern and
Northwest Water Reclamation Facility

The above Invitation for Bids is amended as follows:

1. Question and Answers:

- a. What is the current price for this project?

For the Eastern WRF \$36.89 a ton, for the Northwest WRF \$32.89 per ton.

- b. Who is the current contractor?

Merrell Bros., Inc.

- c. Where is the current disposal site product going to?

The County currently has approved disposal agreements with the following Residual Management Facilities (RMF):

SOLorganics, LLC	Expires 03-26-2015
Compost USA, Inc.	Expires 03-26-2015
Florida N-Viro, LP	Expires 10-29-2015
C&C Peat Company	Expires 11-24-2015

Other current landfill disposal sites are:

Heart of Florida Landfill
JED Landfill
Orange County Utilities Department Landfill (limited)

- d. Since the County is requiring 6 trucks dedicated to this project, can the trucks be parked onsite?

None of the Contractor's tractors will be allowed to be parked on-site, only the dedicated trailers used for transporting the County biosolids will be allowed to be parked on-site.

- e. Why is trailer washing required between loads?

The trailer washing requirement is needed to prevent odors and the intermingling of biosolids with non-County biosolids.

- f. Does the County realize, by requiring trailer washing between loads, they are voluntarily placing an extreme burden on disposal outlet options and therefore exponentially raising the price of this bid and its cost to tax payers? Trailer washing between loads is not common practice anywhere in the United States and is not easily achieved without significant cost and timeline stresses.

The elimination of odors, odor complaints and the inter-mingling of non-County Biosolids are of the utmost importance for the County's Biosolids Management System and the interaction of processes and procedures used by the OCU Water Reclamation Division to support that system.

- g. Is it possible the extreme odors producers near the empty trailer staging area are a result of the incoming raw sewage headworks and not the empty trailers?

The extreme odors from the empty trailers were detected on different occasions and not the result of the incoming raw sewage headworks

- h. Is it possible trailer washing of trailers 99.9% empty does little to nothing to prevent odors in this raw sewage headworks/staging area?

The trailer washing requirements is not related to the County's raw sewage headworks but is needed to eliminate odors, odor complaints and the inter-mingling with non-County biosolids.

- i. Can "lined" trailers that clean out 99.9% of load material (see pictures) be substituted for the trailer washing requirement?

The depiction of the lined trailers does not appear to remove all of the Biosolids and does not address the odor and odor complaint issue. Therefore, according to the contract, the trailer washing requirement shall remain.

- j. Can all disposal agreements (attachment D in the specifications) start and terminate at the beginning and end of this contract period (except for new disposal outlets suggested during the hauling contract)?

According to the agreement, all disposal agreements shall commence on the Effective Date and shall continue for a period of one year from the Effective Date, and shall only be extended upon the mutual written agreement of the parties.

- k. To state this more clearly, will the County agree not to change disposal agreement terms and conditions during the middle of the hauling contract period with those outlets that have already executed attachment D at the start of the hauling contract?

According to the agreement, all modifications to the provision herein shall be by mutual agreement of the Parties, in writing, and executed by the Parties thereto.

- l. What does the County expect the hauling contractor to do if the County imposes significant changes to the disposal agreement (attachment D) mid contract period and the said disposal facilities elect that the new requirements aren't agreeable and refuse disposal of the County's biosolids?

According to the agreement, all modifications to the provision herein shall be by mutual agreement of the Parties, in writing, and executed by the Parties thereto. The Contractor shall remove the specified quantities of biosolids to ensure proper operation of treatment facility.

The Contractor will be advised by the Orange County Eastern and Northwest Water Reclamation Facility when insufficient disposal occurs. If the Contractor does not have sites of adequate quantity or quality to allow continuous removal and disposal during inclement weather, the Contractor shall provide alternate means of biosolids storage to ensure that biosolids removal at the Orange County facility can continue, at no additional cost to Orange County. Any fees associated with alternate disposal method shall be the sole responsibility of the Contractor.

The Contractor acknowledges that time is of the essence to complete the work specified herein. The work shall be prosecuted regularly, diligently and uninterrupted, at such a rate of progress as will ensure the proper operation of the wastewater treatment plant. If Contractor fails to pick up the required quantity of biosolids as scheduled, the County may, at Contractor's expense use an alternative site or method.

- m. Attachment D doesn't expire?

According to the agreement, all disposal agreements shall commence on the Effective Date and shall continue for a period of one year from the Effective Date, and shall only be extended upon the mutual written agreement of the parties.

- n. Changing disposal outlet agreement requirements (attachment D) mid hauling contract is an unforeseeable and involuntary issue created by the County and totally out of the control of the hauling contractor. This voluntary change imposed by the County, mid contract, significantly increases disposal costs and creates an extreme and unnecessary burden on the hauling contractor. This burden changes the scope of work and intended disposal outlets. How will the County address this during the next contract period?

The County has not changed any of its disposal outlet agreement requirements. All of the County's disposal agreements requirements were initially stated and discussed with the current Contractor. The County has addressed the disposal agreement specifically in the bid that states the County and the Contractor shall execute an AGREEMENT FOR THE TREATMENT AND COMPOSTING OF DOMESTIC WASTEWATER RESIDUALS, provided in attachment D of this specification, for each Biosolids Treatment Facility where the County's biosolids are transported to.

The Contractor shall remove the specified quantities of biosolids to ensure proper operation of treatment facility. The Contractor will be advised by the Orange County Eastern and Northwest Water Reclamation Facility when insufficient disposal occurs. If the Contractor does not have sites of adequate quantity or quality to allow continuous removal and disposal during inclement weather, the Contractor shall provide alternate means of biosolids storage to ensure that biosolids removal at the Orange County facility can continue, at no additional cost to Orange County. Any fees associated with alternate disposal method shall be the sole responsibility of the Contractor.

- o. What days will the Northwest facility produce loads? How many loads will be produced on stated days?

The Northwest facility **typically** produces two loads each day that needs to be hauled Monday through Friday. However, actual daily requirements, volumes and transport schedules will be determined by the Eastern and Northwest Water Reclamation Facility Plant Manager or his designee to meet the operational needs of each facility.

- p. Can the County's Easterly plant reconsider trailer load production on Sundays?

Actual daily requirements, volumes and transport schedules will be determined by the Eastern and Northwest Water Reclamation Facility Plant Manager or his designee to meet the operational needs of each facility.

The Contractor shall remove the specified quantities of biosolids to ensure proper operation of treatment facility. The Contractor will be advised by the Orange County Eastern and Northwest Water Reclamation Facility when insufficient disposal occurs. If the Contractor does not have sites of adequate quantity or quality to allow continuous removal and disposal during inclement weather, the Contractor shall provide alternate means of biosolids storage to ensure that biosolids removal at the Orange County facility can continue, at no additional cost to Orange County. Any fees associated with alternate disposal method shall be the sole responsibility of the Contractor.

- q. Does the County understand how if any disposal outlets are open on Sundays and requiring load removal on these days means the County's sludge will be staged offsite/elsewhere until the following open work day?

The Contractor shall remove the specified quantities of biosolids to ensure proper operation of treatment facility. The Contractor will be advised by the Orange County Eastern and Northwest Water Reclamation Facility when insufficient disposal occurs. If the Contractor does not have sites of adequate quantity or quality to allow continuous removal and disposal during inclement weather, the Contractor shall provide alternate means of biosolids storage to ensure that biosolids removal at the Orange County facility can continue, at no additional cost to Orange County. Any fees associated with alternate disposal method shall be the sole responsibility of the Contractor.

- r. What is the pH of the Easterly cake sludge?

The pH of Easterly cake sludge was 6.33 on 12/15/2014

- s. What is the pH of the Northwest cake sludge?

The pH of Northwest cake sludge was 6.92 on 1/05/2015

- t. Do all disposal outlets and intended disposal plans need to be stated during the bidding process? Or can the hauling contractor utilize and add disposal outlets as need and access allow during the contract?

The awarded hauling Contractor will be able to utilize the listed disposal sites and any other new additional sites once the RMF has signed the required disposal agreement with the County.

The County currently has approved disposal agreements with the following Residual Management Facilities (RMF):

SOLorganics, LLC Expires 03-26-2015
Compost USA, Inc. Expires 03-26-2015
Florida N-Viro, LP Expires 10-29-2015
C&C Peat Company Expires 11-24-2015

Other current landfill disposal sites are:

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JED Landfill
Orange County Utilities Department Landfill (limited)

2. Replace Attachment D with the Attachment included in this Addendum.
3. All other specifications, terms and conditions remain the same.

ACKNOWLEDGEMENT OF ADDENDA

- a. The bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.
- b. Receipt acknowledged by:

Authorized Signer

Date Signed

Title

Name of Bidder

**AGREEMENT
FOR THE TREATMENT AND COMPOSTING
OF DOMESTIC WASTEWATER RESIDUALS**

This agreement for the treatment and composting of domestic wastewater residuals (the "Agreement") is made and entered into as of the date of last execution below (the "Effective Date"), by and between ORANGE COUNTY, FLORIDA (the "County"), a charter county and political subdivision of the State of Florida whose address is 201 S. Rosalind Avenue, Orlando, Florida 32801-3547, and _____ (the "Contractor"), a Florida _____ (corporation or limited liability company), whose address is _____ . The County and the Contractor may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Contractor owns and operates a Residuals Management Facility ("RMF") in accordance with permit no. FLA_____ (the "Permit") issued by the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, the County owns and operates two water reclamation facilities that produce wastewater residuals which require treatment and disposal; and

WHEREAS, Contractor is responsible for maintenance and operation of an RMF in compliance with applicable federal and state laws and regulations; and

WHEREAS, the County has entered into an agreement with a third-party (the "County's Hauler") to haul, treat, and dispose of its domestic wastewater residuals; and

WHEREAS, the County's Hauler has identified the Contractor as one entity responsible for the treatment and/or disposal of the County's domestic wastewater residuals; and

WHEREAS, Florida Administrative Code Rule 62-640.880(c) states, in part: "The source facility and the Biosolids treatment facility shall enter into a written agreement addressing the quality and quantity of the Biosolids accepted by the Biosolids treatment facility;" and

WHEREAS, the County desires to enter into an agreement with Contractor for the purpose of satisfying Florida Administrative Code Rule 62-640.880, and for other lawful purposes.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions to be complied with on the part of the respective Parties, it is agreed as follows:

SECTION 1. RECITALS INCORPORATED

Each of the forgoing recitals forms a material part of this Agreement.

SECTION 2. TERM OF THE AGREEMENT; TERMINATION

The term of this Agreement shall commence on the Effective Date and shall continue for a period of one year from the Effective Date, and shall only be extended upon the mutual written agreement of the parties. The Parties reserve the right to terminate this contract for convenience upon giving ninety calendar days written notice to the other Party of the intent to terminate and providing the effective date of termination.

SECTION 3. SOURCE FACILITIES; REMOVAL OF DOMESTIC WASTEWATER RESIDUALS

- a) The source facilities for the domestic wastewater residuals are identified as follows:

Eastern Water Reclamation Facility
1621 S. Alafaya Trail, Orlando, Florida 32828, and

Northwest Water Reclamation Facility
701 W. McCormick Rd., Apopka, Florida 32703
- b) The County has entered into an agreement with (the "County's Hauler") _____ to remove the domestic wastewater residuals from the source facilities and transport the residuals to the Contractor or other permitted treatment and/or disposal facility.
- c) The Parties agree that once the domestic wastewater residuals are removed from the source facility by (the "County's Hauler") _____ all right, title, ownership, and responsibility for the domestic wastewater residuals shall pass to the hauler contractor, _____ and the County shall have no liability or responsibility for the domestic wastewater residuals once the residuals leave the source facility.

SECTION 4. PAYMENT FOR SERVICES

- a) The Parties agree that the County's contract hauler, _____ shall be responsible to the Contractor for the cost of treatment and disposal of the domestic wastewater residuals received from the source facilities.

- b) The Contractor shall invoice (the "County's Hauler") _____ for all treatment and disposal costs associated with the disposal of the County's domestic wastewater residuals.

SECTION 5. THF: COUNTY'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

The County covenants and agrees that:

- a) It will operate the source facilities in accordance with all applicable federal and state laws relating to the operation of wastewater treatment facilities and the production or domestic wastewater residuals.
- b) It will provide the Contractor with a certified manifest of the domestic wastewater residuals removed by the County's Hauler to be delivered to the Contractor.
- c) It does not warrant or guarantee the volume or quality of domestic wastewater residuals removed by the County's Hauler.

SECTION 6. THE CONTRACTOR'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

The Contractor covenants and agrees that:

- a) The Contractor will maintain and operate its RMF in accordance with 40 CFR Part 503, and Chapter 64-640, Florida Administrative Code, and any other federal, state and local laws, regulations, permits and authorizations.
- b) For the duration of this Agreement, the Contractor will maintain FDEP Permit No. FLA _____, which is incorporated herein by reference, and will notify the County of any applications to modify Permit No. FLA _____, as well as any permit modifications issued by FDEP.
- c) The Contractor warrants that it has a total capacity of _____ cubic yards per week available for domestic wastewater residual treatment.
- d) The Contractor will accept all responsibility and save and hold harmless the County from any actions and/or penalties for the treatment, management, use, land application and disposal of the domestic wastewater residuals after the domestic wastewater residuals have been delivered to the RMF.
- e) The Contractor will maintain a record of the total quantity of residuals and file with FDEP a summary as required by the licensing permit issued to the Contractor.
- l) Within 30 days or the Effective Date of this Agreement, the Contractor will provide to the County a copy of the Facility Management Plan, as required by FDEP under Chapter 62-640, Florida Administrative Code.

- g) Within 30 days of the Effective Date of this Agreement, the Contractor will provide to the County a copy of all federal and state permits and authorizations required to operate the RMF.
- h) The Contractor will provide the County copies of any Notices of Violation of any federal or state laws, regulations, permits, or authorizations within ten business days of the Contractor's receipt thereof.

SECTION 7. NOTICES

All notices required or authorized under this Agreement shall be given in writing and will be deemed to have been given when personally delivered or mailed by first class mail, return receipt requested, or when receipt is acknowledged if sent by facsimile or other electronic transmission device. Notices to the Parties will, unless another address is specified in writing, be sent to the addresses indicated below:

THE CONTRACTOR:

(President)
(Company Name)
(Address)
(Fax No.)

COUNTY:

Director of Orange County Utilities
9150 Curry Ford Road
Orlando, Florida 32825
Fax No. 407-254-9899

SECTION 8. INSPECTION

The County shall have the right, upon written or oral notice to the Contractor and when reasonably necessary, to enter upon the RMF to review and inspect the Contractor's operating practices and equipment as related to this Agreement.

SECTION 9. DISCLAIMER OF THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 10. SEVERABILITY

If any court finds any part of this Agreement invalid or unenforceable, such invalidity or shall not affect the other parts of this Agreement if the rights, and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties continue to be effectuated.

SECTION 11. ASSIGNMENT

No party may assign any of its rights under this Agreement.

SECTION 12. NON-WAIVER

The failure of either Party to insist upon the other Party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release the other Party from its duties to comply with such obligations all other instances.

SECTION 13. INDEMNIFICATION

The Contractor will indemnify and hold harmless the County from any and all claims, actions, and judgments, including all costs of defense and attorney's fees in defending against same and regarding property damage or bodily harm, arising from and related to the Contractor's receipt, treatment, management, use, application, and/or disposal of the domestic wastewater residuals.

SECTION 14. APPLICABLE LAW

This Agreement and the provisions contained herein shall be construed, governed by, and interpreted according to the laws of the State of Florida. Any litigation arising out of this Agreement shall be heard in the state courts located and lying within Orange County, Florida.

SECTION 15. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the Parties and shall supersede and replace any and all prior or contemporaneous representations, negotiations, statements, understandings, or agreements between the Parties, whether verbal or written, relating to the matters set forth herein. The Parties hereto fully understand the terms and conditions of this Agreement, have entered into this Agreement voluntarily, and have received or had the opportunity to receive independent advice and legal counsel.

SECTION 16. MODIFICATION

Any and all modifications to the provisions herein shall be by mutual agreement of the Parties, in writing, and executed by the Parties thereto.

SECTION 17. ATTORNEYS FEES.

Should any Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the Parties agree that each Party shall be responsible for its own costs including attorney fees, expert witness fees, court costs, fees and costs on appeal, and the cost of paraprofessionals working under supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, mediation, trial or

appellate proceedings. This provision does not constitute a waiver of the sovereign immunity of the County or extend the County's liability beyond the limits established in Section 768.28 Florida Statutes.

SECTION 18. WAIVER OF JURY TRIAL.

EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS- CLAIMS, COUNTER-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR BETWEEN THE PARTIES TO THIS AGREEMENT, THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS, THE PARTIES HERETO EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the dates indicated below.

ORANGE COUNTY, FLORIDA

By: _____
Johnny Richardson, CPPO, CFCM
Manager, Procurement Division

Date: _____

REMAINING SIGNATURES ON FOLLOWING PAGES

Company:

By:

Print Name:

Title:

Date:

Witnesses (2)

Print Name: _____

Print Name: _____

STATE OF FLORIDA}
COUNTY OF ORANGE}

The forgoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ of _____ (Company Name/Type), on behalf of the company. He/she is personally know to me or produced as identification.

WITNESS my hand and official seal this _____

Print Name: ___

My Commission