



PURCHASING DEPARTMENT
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400/FAX (770) 528-1154

Mark Kohntopp
INTERIM DIRECTOR

ADDENDUM No. 4

**Sealed Bid # 12-5602
Annual Contract
Handling and Disposal Service of Municipal Dewatered Wastewater Sludge, Ash, and
Miscellaneous Materials for Cobb County Water Reclamation Facilities**

DATE: November 2, 2011

Page 1 of 2

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

Proposers shall acknowledge receipt of this addendum.
Include this original form inside your proposal package.

This Addendum consists of:

- Questions submitted in writing

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008.

Electronic / faxed bid response will not be considered.

I acknowledge that I have received Addendum No. 4

**Sealed Bid # 12-5602
Annual Contract
Handling and Disposal Service of Municipal Dewatered Wastewater Sludge, Ash, and
Miscellaneous Materials for Cobb County Water Reclamation Facilities**

Company Name

Signature

Date Sent to Purchasing

Please Print Name

Please sign, date, and return this form ONLY to:
Cobb County Purchasing Department
Fax #: 770-528-1154
E-Mail: purchasing@cobbcounty.org

Please note: The deadline for questions is: **October 18, 2011** by 5:00 pm
Any questions received after this deadline will not be considered.

ADDENDUM No. 4

Sealed Bid #12-5602

Annual Contract

Handling and Disposal Service of Municipal Dewatered Wastewater Sludge, Ash, and Miscellaneous Materials for Cobb County Water Reclamation Facilities

DATE: October 31, 2011
Written Requests for Information

Question 1:

On page 20 under B DEDUCTIBLES AND SELF-INSURED RETENTION

At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self insured retentions as respects the Owner, its officer, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration & defense expenses.

This is somewhat abnormal as some companies have deductibles dictated by the insurance market and their experience. Some companies cannot reduce the amount based on a the Customer's demand. There is no surety bond available for the Customer which guarantees the Contractor's payment of the deductible. With a deductible, the insurance carrier is still required to pay first dollar to a claimant. The issue of the deductible is between the insurance carrier and the Contractor. Self-insured retention is a different matter as the Contractor would be required to pay the Customer until the retention was met and only then would the insurance carrier be responsible.

If a Contractor has a deductible, will the County agree to remove the surety requirement.

Answer 1:

Regarding bid requirements for insurance deductibles or self retention; those terms are uniformly accepted by all bidders and we would not want to make an exception here absent extenuating circumstances.

As for any waiver by the county, each request is addressed on a case by case basis. I would not be able to provide you provide any guidance here, without knowing the actual amount of the deductible or self retention for this particular bidder/insurance policy. Obviously the larger the deductible or self insurance amount, the larger the cost/risk on the bidder and his resources.

To the extent that the carrier is obligated to pay us, as additional insureds, the first dollar, as stated below, we would need to see the provisions of the policies in question that actually state that to be the case.

Question 2:

Can the cancellation notification be changed? The RFP states that coverage shall not be changed, cancelled, suspended, terminated or non renewed except after 60 days prior written notice by certified mail etc. Cancellation for nonpayment is dictated by statute. Most statutes allow 10 or 15 days notice for non-payment so a carrier is going to have a hard time to agree to 60 days. In addition, most carriers are not going to agree to notify a certificate holder for changes to a Contractor's coverage.

Answer 2:

Notification can be dropped to thirty (30) days.

Question 3:

If there is an accident with or damage to the Yard Dog or the Facility by the Yard Dog, who pays?

Answer 3:

Any accident would be investigated by the Cobb County Water System Accident Review Board and responsibility would be assessed. Who would be expected to pay would be based on this assessment. The County could not legally hold the Contractor liable for negligence by our employees in operating this equipment. If we damage it, we pay for it, so to speak. The law does not allow a party to transfer liability for its own negligence onto another party, by contract or otherwise.

Question 4:

What are the current lengths of the trailers on site? Could the trailers be at least 30 feet long?

Answer 4:

Twenty-eight (28) feet.

Thirty (30) foot trailers at the Noonday facility will be too long due to both ends being enclosed by doors for odor control purposes. Length is not an issue at the Northwest WRF.

Question 5:

Could we leave our tractor at the facility nightly?

Answer 5:

NO

Clarification to Addendum 2

Response to Question 1 should read:

“See questions 9 & 10”