ITB23-029 Biosolids Hauling and Disposal Services

Addendum No. 1

September 26, 2023

1) Contractor Requires that Section 3 ~~9~~ A. Be amended - Proposed Language
" Contractor shall not take ownership of materials at any time during the process articulated in this agreement. Title of the materials shall pass upon offloading of the materials at their point of final destination from City to the intended recipient of materials.

Can be changed to the following:

1. It is the City's intend to have this material transported and disposed of in a manner which will prevent all current and future trailing liability. **The contractor shall take full ownership, responsibility and liability for all collected biosolids at the moment the material leaves City property until the offloading of the materials at their point of final destination .**

Agree with 6., add by mutual assent of both parties on (a), and If (b) is to be added, it needs to be two-way up or down on cost.

2) Contractor requests that the City amend the language of Section 4 (Contract) Item 6 to contain the information as follows.
6. This agreement shall become effective November 16, 2023 and shall continue in full force and effect, unless otherwise terminated sooner in accordance with the provisions hereof until November 15, 2024, after which the contract may be renewed by mutual assent of both parties for an additional two (2), one year terms.

(a) Upon renewal agreement, the contract price shall be amended and by mutual assent of both parties to incorporate the Consumer Price Index (CPI) for the geographic region where the work is being performed equal to the Bureau of Labor Statistics for the Geographic region percentage change from the previous quarter.

(b) Upon renewal of the agreement, the contract price shall be amended to incorporate the Fuel Adjustment Surcharge as calculated by the United States Department of Transportation for the geographic region where the work is being performed. **If this line is to be added, it needs to be two-way up or down on cost.**

The City Attorney would have to review the following and will not be able to solicit input before the bid deadline:

3) Contractor requests that the City amend section 4 of the agreement (Contract) Item 11 of the document on Legal Fees and disputes to include the following language;
11. Neither party shall be liable for consequential or punitive damages on any claims arising out of the performance or non-performance of obligations under the Contract. In the event that the

parties undertake legal action against each other, the winning party shall be entitled to reasonable legal expenses. In the event of mediated settlement or reconciliation , neither party shall be entitled to legal fees. Legal disputes shall be governed under the laws of the State of Florida, and any court of competent jurisdiction, domiciled in the location where the work is being performed. "

Agree to the below: 4)

4) Contractor Requests that the City add to the contract Section 4 (Contract)

Item 13. Force Majeure/ Change in Law/ Uncontrollable Circumstances. -

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); riot, insurrection; 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 Contract. 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 Contract was executed. Contractor and City shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

Unnecessary but agree on the following:

5) Should the City not provide notice to proceed within 60 days of the notification of the award of the contract, will the City agree in advance to allow the contractor to modify its pricing? Modifications to bid price would be limited to commensurate costs for CPI adjustment, price increases of materials and equipment, equipment rental costs or costs for subcontracted services.

6) Have the Biosolids to be removed as identified in the scope of work of the bid specs, been tested or analyzed at any point over the last 10 years for any PFAS / PFOA or other substances regulated under 40 CFR 503? If Yes, will the City please share the results of the analysis with the bidders. NO as of now only applies to Biosolids that are land-applied.

7) Does the City have and future plans, during the duration of this agreement, and any potential extension periods for any PFAS / PFOA or other substances regulated under 40 CFR 503? Yes