

**FOUR RIVERS SANITATION AUTHORITY  
ADDENDUM NO. 1  
RFP #24-202  
BIOSOLIDS UTILIZATION**

**January 12, 2024**

**AD1-1 Notice**

This Addendum No. 1, dated January 12, 2024, to the Request for Proposals #24-202 Biosolids Utilization, supersedes all contrary and conflicting information in the above-mentioned instructions, specifications, and contract documents which are hereby supplemented or revised in certain particulars as follows:

**AD1-2 General Information**

The Authority submits Addendum No. 1 to provide the list of mandatory meeting attendees, answer questions, and provide the Land Application Permit and the most recent radium analysis.

**AD1-3 Mandatory Meeting Attendees**

<b>Company Name</b>	<b>Location</b>	<b>Contact</b>
Stewart Spreading	Sheridan, IL	Greg Halmagyi
Dahm Enterprises	Woodstock, IL	Bryan Dahm
Synagro	Hampshire, IL	Will Walker

**AD1- Questions and Answers**

**Question 1:** Does the scale ever break?

**Answer 1:** Yes. The only times the scale has been out of service was for a hydraulic line replacement 3 hour down time and during a planned replacement of the scale 2 years ago. During the planned replacement a calibrated and certified temporary scale was used. If the scale were to be out of service, FRSA may provide a temporary scale. The temporary scale would be certified and calibrated.

**Question 2:** Does FRSA choose the application site?

**Answer 2:** Not entirely. Site selection is based on the mutual agreement between the Farmer/Landowner, The Certified Crop Advisor and FRSA.

**Question 3:** Does FRSA landfill biosolids?

**Answer 3:** Yes. In the event FRSA Bio-Solids do not meet the IEPA standards for Class B sludge FSRA would utilize the landfill as a means of disposal.

**Question 4:** How many times has FRSA landfilled biosolids?

**Answer 4:** When the FRSA cleaned the digesters in 2019, a small portion of sludge was landfilled. During this event the sludge was profiled, transported and disposed. This disposal was in no way connected to the land application contract and only occurred one time.

**Question 5:** Who pays the tipping fee at the landfill?

**Answer 5:** If contractor is late with disposal and biosolids cannot be spread, the contractor pays the landfill tipping fee. If FRSA chooses to landfill biosolids, FRSA pays the tipping fee. The current landfill fee is \$24.00/ton for primary screenings.

**Question 6:** The RFP states the annual cost will be considered. How is the annual cost calculated?

**Answer 6:** Cost/ton X 15,000 tons (yearly estimated tons utilized).

**Question 7:** Considering the extension options, are increases based on CPI or other factors allowed for extensions?

**Answer 7:** Cost would need to be agreed upon to enter an extension.

**Question 8:** What is the current biosolids utilization rate and who is the current vendor?

**Answer 8:** \$18.98/wet ton April 1, 2023 – March 31, 2024; Stewart Spreading.

**Question 9:** What is the meaning of Section III, Detailed Specifications, 3.4 Minimum Requirements, C. "The Contractor agrees to hold the Authority harmless against any claims arising from the acceptance, trucking, use or utilization of the delivered biosolids".?

**Answer 9:** No changes to the Bid Documents related to this question. Any claims arising from the required transportation, bio-solids management services including the ultimate utilization of FRSA's biosolid in an approved lawful manner outlined in FRSA's Permit and the specifications contained in this document.

**Question 10:** In section III, Detailed Specifications, Page 15, Section 3.4 C. states, "The Contractor agrees to hold the Authority harmless against any claims arising from the acceptance, trucking, use or utilization of the delivered biosolids".

Since USEPA section 503.7 States, any person who prepares sewage sludge shall ensure that the applicable requirements in this part are met when the sewage sludge is applied to the land, placed on a surface disposal site, or fired in a sewage sludge incinerator. Additionally, on page 491 of the NPDES Inspection Manual states the Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) "cradle-to-grave" provisions stipulate that a generator remains responsible for all environmental damage resulting from its waste including damage that occurs after disposal. With that being said, the contractor cannot be responsible for anything other than what they control, which is legal and responsible loading, transportation and land application.

We request that bid and any associated contract language be revised in light of the above and section III, Detailed Specifications, Page 15, Section 3.4 C be revised. An example of a revision is as follows, *Contractor shall be deemed to have accepted the biosolids upon loading, removal, and have accepted the biosolids in accordance with the requirements of this agreement, as well as all applicable state, federal and local ordinances, including 40 C.F.R. Part 503 addressing land application of biosolids. At such time all risk of loss and other incidents during the handling, transportation and land application of such materials shall pass from Four Rivers Sanitation Authority to the*

*Contractor except to the extent required for compliance with, or as mandated by, 40 C.F.R. Part 503.*

**Answer 10:** Unless otherwise noted in this Addendum, the Bidding Documents, including the sample contract language, are to remain unchanged.

**Question 11:** Are biosolids tested for radium?

**Answer 11:** Yes; FRSA tests monthly, exceeding the quarterly requirement. The last two sludge cake sample results are attached.

**Question 12:** Section II, General Specifications, 2.7 Response Format, Section 1 – Required Documents; how is insurance submitted for proposal purposes?

**Answer 12:** The proof of insurance may be a sample COI of the proposer's coverage. If awarded the contract, the contractor will be required to supply the COI and additional insured endorsements as described in Section III, Detailed Specifications, 3.11 Insurance.

**Question 13:** Does FRSA have offsite storage?

**Answer 13:** No, FRSA has an open storage building at 3333 Kishwaukee St. Offsite storage by the contractor is not permitted.

**Question 14:** Is an adjustment for fuel costs allowed?

**Answer 14:** No. Fuel surcharges are not permitted.

**Question 15:** How many days does a typical haul take?

**Answer 15:** Approximately 4 days.

**Question 16:** What is the distance between the FRSA and the fields?

**Answer 16:** The average distance of all fields one way is 12 Miles.

**Question 17:** Will the sample version of the contract in the proposal document be the actual contract?

**Answer 17:** Yes. No changes to the contract wording – the watermark will be removed.

**Question 18:** Who supplies the loader?

**Answer 18:** The contractor.

**Question 19:** The specs state that the Four Rivers Authority has 120 days storage (4 months) with no field stockpiling allowed. How do you go/store from fall to spring, or spring to fall? At least one of those is more than 4 months. How does the current vendor manage that hurdle?

**Answer 19:** In Section III Detailed Specifications, 3.4 Minimum Requirements F. strike 120 days and replace with 180 days. "The Authority's biosolids storage building capacity is approximately ~~120~~ 180 days".

**Question 20:** Will the Authority provide an exception to section 3.4 (E) allowing for annual adjustments for CPI and Fuel Surcharge?

**Answer 20:** No, the Authority will not provide an exception allowing for annual adjustments for CPI and fuel surcharge.

**Question 21:** Will the Authority accept the Contractors request that the following language be added to Section 3.13 to Clarify Force Majeure events;

" Force Majeure events shall be defined as 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."

**Answer 21:** No, Section 3.13 is to remain unchanged.

**Question 22:** Will the Authority accept the Contractor's request to include the following language in the Contract? "Waiver of Consequential Damages - 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."

**Answer 22:** No.

**Question 23:** Does the Four Rivers Sewer Authority have PFAS / PFOA testing data on the materials specified in the scope of work and /or information on any other 40 CFR 503 regulated materials present in the Scope of Work? If yes, would the Authority be willing to Share that information with the Bidders? Additionally, does the Authority have planned testing for PFAS / PFOA or other 40 CFR 503 regulated materials scheduled for the digester during the duration of this contract?

**Answer 23:** No to all questions.

**Question 24:** Will the Authority accept Contractor's request to amend the contract to include the following language as a new provision to the final contract agreement? "As to any claim made against Contractor, District waives any insulation from liability or immunity from suit with respect to injuries to District's employees that may be extended to District as a result of any payments made by District to such employees or under any applicable worker's compensation statute or similar law or judicial in the course and scope of their employment by District unless such claim was the sole and proximate result of the gross negligence or willful misconduct of Contractor. Contractor will be held harmless from any worker's compensation liens incurred from District's insurance carrier, third party administrator or self-administered decision. District hereby indemnifies and holds harmless Contractor from and against any claims made by any of Provider's employees, contractors or representatives working, self-insured claims programs."

**Answer 24:** No.

**Question 25:** Can you please provide current analytics of the product?

**Answer 25:** 2022 503 USEPA Report is attached.

Proposer shall initial this Addendum No. 1 and include it with their proposal.

\_\_\_\_\_ Proposer's Initials