

 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	Quarry Products - Delivered	
	ADDENDUM No. 1	
	DATE	Friday, November 4, 2022
	BID NUMBER	2022-DC-22
	PRE-BID MEETING DATE	Tuesday, November 8, 2022 at 2:00 p.m. local time
BID OPENING DATE	Thursday, December 1, 2022 at 2:00 p.m. local time	

REVISIONS:

1. Replace page 1.2-1 under Division 1, Section 2 – General Information of the Request for Bid documents with the revised page 1.2-1R provided with this Addendum. Revision was made to the renewal terms referred to under “Bid Overview”, and has been highlighted in yellow.
2. Replace page 3.1-2 under Division 3, Section 1 – Agreement Form of the Request for Bid documents with the revised page 3.1-2R provided with this Addendum. Revision was made to Paragraph 4 – RENEWAL ADJUSTMENTS and has been highlighted in yellow.

<i>Acknowledgment of receipt of this addendum must be signed and included in your bid response.</i>	
COMPANY NAME	
SIGNATURE	
DATE	

Division 1

General Overview

Section 2: General Information – Revised

2.1 Bid Overview

This is an invitation to your firm to submit a sealed bid for providing Quarry Products–Delivered for the 12-month period from **February 1, 2023** through **January 31, 2024**.

The contract may be extended for a second and not to exceed third year by mutual **written** consent from both parties **according to the Agreement form provided with the bid documents**.

The bids shall be delivered or mailed to the Clayton County Water Authority (CCWA), located at 1600 Battle Creek Road, Morrow, Georgia 30260, in a sealed envelope, on or before **Thursday, December 1, 2022 at 2:00 p.m. (local time)**. Any and all bids received after this date and time will be considered unresponsive. The envelope shall be marked “Sealed Bid” and carry the bid title, date, and time of bid opening (refer to General Instructions to Bidders). Please use the Bid Package Label provided with this RFB package.

2.2 Special Provisions

- A. Sales tax is not applicable to this bid.
- B. Federal Excise tax is not applicable to this bid.
- C. Orders will be placed by purchase orders.
- D. The items listed on the Bid Form are our best estimate of annual requirements for delivery to various work sites in Clayton County Water Authority's service areas for maintenance and construction projects. CCWA guarantees no minimum or maximum quantities, and additionally reserves the right to purchase more or less at the unit price, based on actual need.

2.3 Bid Evaluation

The contract will be awarded to the lowest responsive responsible bidder whose bid conforms to the RFB specifications and will be the most advantageous to the Clayton County Water Authority (CCWA). Determination of best response to bid will be the sole judgment of the CCWA.

Prompt and reliable response on each order is as equally important as the lowest price; therefore, CCWA reserves the right to make purchases from the next available low bidder if the first low bidder is not able to supply the products to meet our needs.

Division 3

Contract Forms

Section 1: Agreement Form

The Authority shall pay the Contractor net 30 days upon receipt of an invoice and upon acceptance of Goods and Services in accordance with this Agreement. Payments from the Authority will be delivered to the Contractor electronically or via first-class mail.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall commence on **February 1, 2023** and shall terminate on **January 31, 2024** unless otherwise terminated earlier as provided in this Agreement or unless renewed and extended by the Parties in writing.

4. **RENEWAL ADJUSTMENTS – Revised.**

The parties recognize that substantial changes in the economy of the nation may occur during the initial term of this Agreement and during each succeeding renewal period. Accordingly, the parties agree that the prices stipulated in the Bid Form (“Contract Price”) may be adjusted on each succeeding renewal date of this Agreement in accordance with the Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics (“CPI”) for the calendar month preceding the month during which the renewal date falls, to the extent of change in the index as compared with the index number for the month of the commencement of this Agreement. Notwithstanding anything to the contrary herein, cost-plus pricing shall not be eligible for renewal adjustments.

5. **INITIATION OF INDIVIDUAL PROJECTS.** Each individual project or engagement of Goods and Services by the Authority shall begin with a PO to the Contractor. The PO may contain terms and conditions for adherence by the Contractor; provided, however, that in the event of a conflict between the terms of this Agreement and the terms of the PO, the terms of this Agreement shall control.
6. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants that the Contractor’s services and workmanship provided under this Agreement shall be (i)