

## ADDENDUM No. 2

### RFP No. 23-13

#### Wastewater Treatment Plant UV Disinfection System

**Due: March 13, 2023 at 2:00 P.M. (local time)**

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes eleven (11) pages.**

**The Proposer is to acknowledge receipt of this Addendum No. 2, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.**

#### I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the RFP documents which are outlined below are referenced to a page or Section in which they appear conspicuously. Offerors are to take note in its review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

Section/Page(s)	Change
Request for Proposal, Section II	<p>Add Paragraph 6. <i>Equipment Price Adjustment</i> and the following text:</p> <p>If the General Contractor is provided with a Notice to Proceed beyond the six (6) months outlined in Paragraph 4. <i>Construction Contract</i>, a single price adjustment may be made to the UVSS for the Balance of Work amount as follows. The adjustment will be made based on the U.S. Department of Labor - Bureau of Labor Statistics index entitled "Producers Price Index (Non-Seasonably Adjusted) ("PPI") of the month which the Notice to Proceed for Design is given. Monthly Reports are typically released between the 9th and 18th of the following month and final reports are available 4 months after the month in question. Baseline materials costs will be indexed upon "Metals and Metal Products" (Group Code 10, Item Code NA) and based on the month of Notice to Proceed for Construction.</p> <p>The parties acknowledge that each respective PPI is subject to revision four months after original publication. Accordingly, the Bidder and Owner will review the PPI four months after the Escalation Price Adjustment Date to determine if the indices have been revised. Any adjustment, up to the indices will be</p>

addressed by the issuance of a Change Order within 28 working days after the final revised report in question is published.

The parties acknowledge that Bidder may purchase materials at different stages and at various quantities throughout the duration of the construction period, notwithstanding the date or timing of purchase, Price Adjustments (up or down) shall only be made once with the issuance of the Notice To Proceed for Construction. Price adjustments shall be allowable only based on the indices previously identified.

Price Adjustments relating to the PPI shall be calculated in accordance with the formula set forth below based on the percentage of change in the value of the PPI (non-seasonably adjusted PPI) at the Bid date (hereafter, "IC") as compared to the PPI (non-seasonably adjusted PPI) at the Escalation Price Adjustment Date (hereafter, "IE").

The Baseline Amounts (BA) for each material and their associated costs shall be set forth as outlined herein.

Price Adjustments shall be determined based on changes to the listed PPI, in accordance with the following formula:

(i) For a change in the respective PPI:

$$\text{Factor} = \text{IE/IC} - 1.00$$

$$\text{Price Adjustment} = (\text{Factor} \times \text{BA}) + \text{Other Costs}$$

where,

IE = Applicable PPI at time of the Notice To Proceed for Construction (as revised for Non-Seasonably Adjusted figures)

IC = Applicable PPI for Proposal date as the month in which the proposal is submitted (as revised for Non-Seasonably Adjusted figures)

BA = Applicable Baseline Amount

Other Costs = 2% x (Factor x BA),  
representing any additional taxes and  
mark-ups on bonds, insurance and general  
conditions costs

Specification 00 41 63 Section 4.01 After "Alternate C – Replace NEMA 12 enclosures with NEMA 4X (add)" the following shall be added "Alternate D – Provide redundant UV bank in each channel, including all ancillary equipment, cables, etc. (add)". Replace Specification 00 41 63 – Bid Form – Preselection in its entirety to facilitate providing this add alternate cost.

## **II. QUESTIONS AND ANSWERS**

No additional questions have been received by the City.

Proposers are responsible for any conclusions that they may draw from the information contained in the Addendum.

## Bid Form Preselection

### SECTION 00 41 63 - BID FORM – PRESELECTION

#### IDENTIFICATION OF GOODS AND SPECIAL SERVICES:

1. Early Work shall consist of the Bidder's cost for developing an equipment shop drawing submittal per the preselection documents; addressing Engineer's comments on the shop drawing; and providing a final approved shop drawing submittal.
2. Balance of Work shall consist of all costs for providing goods and services described in the Bidding Documents, other than work identified as Early Work, including, but not limited to the following:
  - a. - Furnish Gates as outlined in the Open-Channel Metal Slide Gates and Weir Gates Section.
  - b. - ETC for other Div 40/46 sections
  - c. - Delivery of Equipment to Site
  - d. - Installation and startup assistance
  - e. - Training
  - f. - Equipment Warranty

Costs for Balance of Work will be the basis for an Allowance in a subsequent general construction contract. The successful general contractor (GC) will subcontract directly with the successful UV Bidder for the Balance of Work scope as part of that general contract.

#### ARTICLE 1 – BID RECIPIENT

1.01. This Bid is submitted to:

City of Ann Arbor  
c/o Customer Service  
301 East Huron Street  
Ann Arbor, MI 48104

1.02. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the Bidding Documents to furnish all Goods and Special Services as specified or indicated in the Bidding Documents as Early Work. The Bidder also agrees to guarantee the price for the Balance of the Work that shall be used for a General Contractor to use in a subsequent construction contract.

#### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for

Bid Form Preselection

60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents to City within 15 days after the date of City's Notice of Award.

2.02. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to furnish the Goods and Special Services in accordance with the schedule set forth in the Agreement.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

	<u>Addendum No.</u>		<u>Addendum Date</u>
No.	_____	Dated	_____
No.	_____	Dated	_____
No.	_____	Dated	_____
No.	_____	Dated	_____
No.	_____	Dated	_____

B. If specified, or if in Bidder’s judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services, Bidder has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of Goods and Special Services.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Goods and Special Services.

D. Bidder has carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder’s visits, if any, to the Point of Destination with the Bidding Documents

E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Goods and Special Services for which this Bid is submitted.

## Bid Form Preselection

3.02. Bidder further represents that this Bid is genuine and is not made in the Interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 3.02:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 4 – BASIS OF BID

4.01. Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

Bid Form Preselection

Early Work Lump Sum Bid:

Base Bid, Early (up to \$70,000) \$ \_\_\_\_\_

Balance of Work Lump Sum Bids:

Base Bid, Balance \$ \_\_\_\_\_

Alternate A – Extend standard 12 month warranty to 36 months (add) \$ \_\_\_\_\_

Alternate B - Extend standard 12 month warranty bond to 36 months (add) \$ \_\_\_\_\_

Alternate C – Replace NEMA 12 enclosures with NEMA 4X (add) \$ \_\_\_\_\_

Alternate D – Provide redundant UV bank in each channel, including all ancillary equipment, cables, etc. (add) \$ \_\_\_\_\_

ARTICLE 5 – TIME OF COMPLETION

5.01 Bidder agrees that the furnishing of Goods and Services will be completed and ready for final payment in accordance with the schedule defined in SECTION I, PARAGRAPH O of the Request for Proposal as part of the Early Works scope.

ARTICLE 6 - ATTACHMENTS TO THIS BID

6.01. The following documents are attached to and made a condition of this Bid:

- A. Required Bid security.
- B. Bidder shall complete Appendix A of the Bid Form for input parameters into the lifecycle evaluation.

ARTICLE 7 – DEFINED TERMS

7.01. Any questions regarding the definition of the terms used in this Bid shall be submitted to the City for clarification. Any misinterpretation of a bid term shall be at the cost of the Bidder.

Bid Form Preselection

ARTICLE 8 – BID SUBMITTAL

8.01. This Bid is submitted by:

By \_\_\_\_\_  
(corporation name)

By \_\_\_\_\_  
\_\_\_\_\_  
(title)

Business address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_, \_\_\_\_\_

End of Section



Section 00 41 63

ATTACHMENT A – LIFECYCLE EVALUATION INPUTS

A.1 BASE BID BREAKDOWN

Spare parts, per specifications \$ \_\_\_\_\_

Services of manufacturer representative, per specifications \$ \_\_\_\_\_

Owner training, per specifications \$ \_\_\_\_\_

Testing, per specifications \$ \_\_\_\_\_

A.2 POWER CONSUMPTION

Provide required power to operate the complete disinfection system supplied by the UVSS, which may include air compressor, hydraulic system, air conditioning, cooling fan, etc.

Power at peak flow of 54.0 mgd \_\_\_\_\_ kW

Number of lamps “on” at peak flow and lamp percent turndown \_\_\_\_\_

Power at average flow of 25.0 mgd \_\_\_\_\_ kW

Number of lamps “on” at peak flow and lamp percent turndown \_\_\_\_\_

A.3 SYSTEM CONFIGURATION

Provide the following requested information.

Total Number of Channels \_\_\_\_\_

Total Number of Banks per Channel \_\_\_\_\_

Total Number of Modules per Bank \_\_\_\_\_

Total Number of Modules \_\_\_\_\_

Total Number of Lamps per Module \_\_\_\_\_

Total Number of Lamps \_\_\_\_\_

Total Number of Ballast or Drivers \_\_\_\_\_

Bid Form Preselection

Confirm a dimensioned figure showing the proposed UV system was provided for estimating structural requirements of the system. Figure should show length, width, and depth of proposed channels and required areas for maintenance activities. Additionally, the proposed fixed weirs shall be shown as well and required weir length.

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A.4 REPLACEMENT COSTS

Provide guaranteed replacement parts costs for the following.

Component	Individual Replacement Cost (\$/unit)	Lot Replacement Cost (\$/lot)	Quantity per Lot
Lamp			
Ballast/Driver			
Quartz Sleeve			
Wiper			

Provide other acceptable replacement parts suppliers/manufacturers of spare parts.

UV Lamp -----

Ballast/Driver -----

Wiper -----

A.5 EXPECTED PART LIFE

Lamp (hours) -----

Ballast/Driver (hours) -----

Wiper (wipes) -----

Recommended wipes per day -----

Quartz Sleeves (years) -----

Bid Form Preselection

A.6 CHEMICAL CLEANING

Provide estimated annual chemical consumption for cleaning the system based on average flow conditions.

Chemical consumption (gallons/month) -----

Chemical Cost (\$/gallon) -----

Chemical Product Name -----

A.7 HYDRAULICS

Provide headloss through UV system. As appropriate, clarify the number of channels that are operational for each scenario

Headloss through UV modules at peak flow ----- inches

----- channels in operation

Headloss through UV modules at average flow ----- inches

----- channels in operation

Maximum water level fluctuation through system ----- inches

A.8 EQUIPMENT DELIVERY

The preselection of a UVSS will allow an approved shop drawing to be developed during design. The approved shop drawings will be provided to the apparent low bidder during general bidding. Provided this information, the equipment shall be delivered Freight on Board (FOB) job site ----- weeks after a general contractor is issued a notice to proceed.

A.9 UV DOSE DURING EQUIPMENT OUTAGE

Calculate the maximum UV dose to be delivered at the peak flow condition and other defined design criteria from Section 46 66 56 with one UV module in each channel out of service.

Dose at peak flow of 54.0 mgd ----- mJ/cm2

Power at peak flow of 54.0 mgd ----- kW

Number of lamps "on" at design condition and lamp percent turndown -----