ADDENDUM No. 5 TO PROCUREMENT CONTRACT DOCUMENTS

BRIDGEPORT PUBLIC UTILITY DISTRICT (BPUD)

Arsenic Removal Project – Arsenic Removal System Procurement Contract

June 7, 2017

THE BIDDER SHALL EXECUTE THE CERTIFICATION WITHIN THE BID FORM ACKNOWLEDGING RECEIPT OF THIS ADDENDUM.

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ADVERTISEMENT FOR BIDS

1. The Bid Opening date shall be changed to Tuesday June 20, 2017.

INSTRUCTIONS TO BIDDERS

1. Article 1.01.A shall be modified as follows:

Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. R.O. Anderson Engineering, Inc., 1603 Esmeralda Avenue, Minden, Nevada, 89423.

- 2. Article 8 Bid Security shall be eliminated in its entirety. A Bid Security shall not be required. All mentions of bid security through the contract shall be disregarded.
- 3. Article 20.01 shall be replaced in its entirety by the following:

All Bids will remain subject to acceptance for the period of time stated in the <u>Bid Form General</u> <u>Provisions</u>, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

4. Article 15.01.E shall be eliminated in its entirety

Evidence of authority to do business in Mono County California or covenant to do so prior to award.

- 5. Article 15.01.H shall be added as follows: Items listed in Specification 13530 Section 1.5.B – Bid Submittal
- Article 15.02 the last sentence shall be deleted in its entirety <u>A mailed Bid shall be addressed to the Issuing Office.</u>

- 7. Article 20.01 shall be replaced in its entirety by the following:
 - 20.01 Performance and Extended Warranty Bonds
 - A. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by a performance and extended warranty bond in an amount at least equal to 100% of the Contract Price as security for the faithful performance and payment of all of Supplier's obligations under the Contract Documents. The extended warranty bond shall remain in effect until two years after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
 - B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
 - C. If the surety on any bond furnished by Supplier is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 20.01.B, Supplier shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 20.01 and 20.01.
 - 20.02 Licensed Sureties and Insurers
 - A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Supplier shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required.

GENERAL PROVISIONS

1. **Provision 8 PREPARATION OF BIDS** shall be revised to read as such:

Bids must be prepared on the bid forms provided herein. Bidders may request withdrawal of a posted sealed bid prior to the bid opening time provided the request is made to the Engineer and the Engineer receives the request in time to prevent the opening of the bid. No bid may be withdrawn for a period of sixty-150 days after the bid opening.

2. Provision 26 TAXES shall be revised to read as such:

The District is <u>not</u> exempt from State, Retail and Federal Excise Tax. The proposal price shall be net, <u>exclusive of include applicable</u> taxes.

3. **Provision 38 TERMS OF PAYMENT** shall be added to read as such:

The Terms of Payment shall be as laid out in Section 5 of the Agreement. The invoices provided by the Services Provider shall follow this schedule:

Unit Price Bid Item 1 – Pilot Study

• 100% upon successful completion of the pilot study as defined in the contract documents (including submittal of the final report), specifically General Provision 15.b.

Unit Price Bid Item 2 – Complete Arsenic Removal System

- 30% deposit upon issuance of a Purchase Order to supply Item 2 (as defined in the contract documents, specifically General Provision 15.b.)
- 45% upon delivery to site
- 25% upon acceptance (after successful completion of all items defined in the contract documents)

SPECIFICATION SECTION 13530 – PACKAGE ARSENIC REMOVAL SYSTEM

1. Section 1.1.B.1 shall be modified as follows:

The ARS Supplier shall include in its bid a written performance guarantee for a maximum effluent total arsenic concentration in $\mu g/L$, and the minimum media life in days, necessary to reach the guaranteed maximum effluent total arsenic concentration. The ARS Supplier shall also include in its bid a written Pilot Study protocol for review and approval by the funding agency, the State Waterboards.

2. Section 1.1.B.2 shall be modified as follows:

The ARS Supplier shall perform a bench scale pilot study using the site's existing Source Wells' raw water to demonstrate conformance with the guaranteed maximum effluent total arsenic concentration and minimum media life. <u>Conformance with the guaranteed maximum effluent total arsenic</u> <u>concentration shall be demonstrated by an on-site column test. Conformance with the minimum media life may be demonstrated through any method (RSSCT, arsenic seeded water, etc.) performed by a <u>qualified and independent third party.</u></u>

3. The last sentence of Section 1.12.B shall be modified as follows:

ARS Supplier shall provide written performance warranty and acknowledge that the ARS performance will be evaluated against the required performance <u>bond-guarantee</u> to be submitted with the ARS Supplier's bid.

4. Section 2.4.A shall be modified to read as such:

<u>General Contractor and ARS Supplier shall</u> Provide to Owner and install an integrated, Arsenic Removal System consisting of adsorptive media, pressure vessels in parallel, inlet and discharge assemblies, piping, valves, and other appurtenances as necessary to provide a complete and operational system.

- Section 2.5.A.16 shall be modified as follows: Service filtration rates of <<u>5.7</u> gpm/sq foot of surface area
- Section 2.5.A.23 shall be added as follows: Empty Bed Contact Time of > 3 minutes
- 7. The last sentence of Section 2.6.C.2 shall be modified as follows:

For example, if the actual media life under normal service conditions is found to be 90% of that demonstrated by the pilot study, the contract value will be reduced 5% which shall accrue immediately <u>be posted</u> to the Owner's account as a credit for media replacement.

CLARIFICATIONS

- Bridgeport Public Utility District is not tax exempt. Instructions to Bidders Article 22 shall be interpreted to mean that at a minimum, Mono County California Sales tax (currently 7.5%) will need to be paid on the equipment and services provided. Therefore, at a minimum, this tax amount needs to be included in the unit prices for bid items 1 and 2 on the Unit Price Bid Schedule included in the Bid Form. Should Bidder be required to charge tax in excess of the Mono County California rate, the higher rate shall be included in the aforementioned unit prices instead of the Mono County California rate.
- 2. The life –cycle bid comparison form must include realistic media replacement costs (including labor). The current design of the building does not allow for media replacement through a roof hatch; if you feel there would be a significant cost savings over the 30-year life cycle if a hatch was added to the roof, please include a letter or memo with your bid stating the anticipated savings per replacement and the cost impact to the 30-year life cycle cost.
- 3. Specification Section 13530.1.2.F.4 references the related specification detailing seismic requirements for the ARS. The referenced specification is attached to this addendum. Further, drawing S1 also lists seismic requirements. The ARS Supplier is responsible for meeting these requirements for the ARS itself, providing the appropriate mounts for installation of the ARS in the building, and providing direction to the General Contractor for installing the ARS in the building.
- 4. Media life is not equivalent to media exhaustion (where effluent concentrations equal influent concentrations). Media life is described in the contract documents in the Comparison of Bid Form line items 18 and 19, and Specification 13530 Section 1.5.B.1.b. Bidder is also pointed to Sections 2.1.A.5 and 2.6.C.
- The qualifications that must be met to be considered an "Engineer Approved Equal" manufacturer (specification 13530.2.1.B.) are outlined in Specification Section 1.9 – Qualifications.

- 6. Bidder shall pay particular attention to Specification 13530 Section 2.6.C regarding the performance guarantee that must accompany the bid as well as the penalty for not meeting the performance guarantee.
- 7. The BPUD Water Operator is available to take the required water samples during the pilot study and ship them to the lab. The shipping and analytical costs are the responsibility of the bidder. The labor to take the samples will be provided by BPUD. The bidder is responsible to train the BPUD Operator.
- 8. Pre-filters are shown on sheet C7 of the plans. The pre-filters are part of the Construction Contract and are the responsibility of the General Contractor, not the ARS Supplier.
- 9. Bidders are not restricted to submitting only one bid.



END OF ADDENDUM No. 5 Prepared By: R.O. ANDERSON ENGINEERING, INC. 1603 Esmeralda Avenue

Minden, NV 89423

Addendum 5

SECTION 15073

VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT

PART 1- GENERAL

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Seismic restraint devices.

1.02 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Delegated-Design Submittal: For vibration isolation and seismic-restraint calculations and details indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by a qualified professional engineer registered in the state of California responsible for their preparation.
- C. Welding certificates.
- D. Field quality-control test reports.
- E. See Section 01300 for submittal requirements.

1.03 DESIGN DATA

- A. Site Coordinates: 38.2517°N, 119.23138°W
- B. Risk Category: III
- C. $S_S = 1.528$, $S_{MS} = 1.528$, $S_{DS} = 1.019$, $S_1 = 0.499$, $S_{M1} = 0.749$, $S_{D1} = 0.500$

1.04 QUALITY ASSURANCE

- A. Comply with seismic-restraint requirements in the 2012 IBC unless requirements in this Section are more stringent.
- B. Welding: Qualify procedures and personnel according to AWS Dl.1/Dl.1M, "Structural Welding Code- Steel."
- 1.04 SEISMIC RESTRAINTS
 - A. All equipment, piping, and conduit shall be seismically braced per the 2012 IBC.
 - B. References: International Building Code (IBC) section 1613, American Society of Civil Engineers (ASCE 7) section 13.6, Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) seismic restraint manual, and American Society of Plumbing Engineers (ASPE) Databook 4 -plumbing components and equipment.

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PART 2- PRODUCTS

2.01 SEISMIC-RESTRAINT DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2. Kinetics Noise Control.
 - 3. Mason Industries.
 - 4. TOLCO Incorporated; a brand of NIBCO INC.
 - 5. Unistrut; Tyco International, Ltd.
 - 6. Or approved Equal.
- B. General Requirements for Restraint Components: Rated strengths, features, and applications shall be as defined in reports by an agency acceptable to authorities having jurisdiction.
 - 1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.
- C. Channel Support System: MFMA-3, shop- or field-fabricated support assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; and rated in tension, compression, and torsion forces.
- D. Restraint Cables: ASTM A 603 galvanized-steel cables with end connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for restraining cable service; and with a minimum of two clamping bolts for cable engagement.
- E. Hanger Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod.
- F. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchor bolts and studs.
- G. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and waterresistant neoprene, with a flat washer face.
- H. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type in zinccoated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.

PART 3 - EXECUTION

3.01 APPLICATIONS



- A. Multiple Pipe Supports: Secure pipes to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.
- B. Hanger Rod Stiffeners: Install hanger rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.
- 3.02 VIBRATION-CONTROL AND SEISMIC-RESTRAINT DEVICE INSTALLATION
 - A. Equipment Restraints:
 - 1. Install seismic-restraint devices on all mechanical equipment, using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.
 - B. Piping Restraints:
 - 1. Comply with requirements in MSS SP-127.
 - 2. Space lateral supports a maximum of 10 feet O.C., and longitudinal supports a minimum of 10 feet O.C.
 - 3. Brace a change of direction longer than 6 feet.
 - C. Install cables so they do not bend across edges of adjacent equipment or building structure.
 - D. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.
 - E. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolts and mounting hole in concrete base.
 - F. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
 - G. Drilled-in Anchors:
 - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid pre-stressed tendons, electrical and telecommunications conduit, and gas lines.
 - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
 - 3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.



- 4. Set anchors to manufacturer's recommended torque, using a torque wrench.
- 5. Install zinc-coated steel anchors for interior and stainless steel anchors for exterior applications.

3.03 ADJUSTING

- A. Adjust isolators after piping system is at operating weight.
- B. Adjust limit stops on restrained spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.
- C. Adjust active height of spring isolators.
- D. Adjust restraints to permit free movement of equipment within normal mode of operation.

END OF SECTION