EAST BAY
MUNICIPAL UTILITY DISTRICT

March 5, 2025

ADDENDUM NO. 2

TO PROSPECTIVE BIDDERS UNDER REQUEST FOR QUOTATION (RFQ) NO. 2505 FOR BALLASTED FLOCCULATION EQUIPMENT AND SERVICES

Notice is hereby given that RFQ No. 2505 of the East Bay Municipal Utility District has been revised as set forth and responses are provided to bidder questions below.

The bid due date for this contract opportunity, RFQ No. 2505, has been extended.

THE NEW DUE DATE FOR THIS BID IS NOW MARCH 19, 2025, 1:30 PM.

1. **Modify RFQ No. 2505, page 4, Section I.B.3.b. as follows:**

   b. Proposals for **any** "pre-approved or equal" substitutions ~~requested~~ **must be submitted** ~~during the bidding period~~ **before bids are due and** shall be furnished in writing to:

      Purchasing Division
      East Bay Municipal Utility District
      P. O. Box 24055
      Oakland, CA 94623-1055

2. **Modify RFQ No. 2505, page 15, Section III.J. Bonds as follows:**

   J. BONDS

      1. The successful bidder will be required to post and maintain the following bonds included in Exhibit H for 100 percent (100%) of the Total Lump Sum Bid Cost (Exhibit G - Item 1.01.A) in the Bid Form with the District. Bonds must be on District forms attached to this RFQ as Exhibit H – Bond Forms.

         a. Payment bond

         b. Faithful Performance bond

      2. The successful bidder must inform their surety of the eventual assignment of the contract that is awarded pursuant to this RFQ

under the terms of the Assignment and Assumption Agreement and obtain their surety's consent to such assignment.

3. Refer to Article 9 of the General Conditions for additional requirements.

3. Add Exhibit E – Technical Specifications and Drawings, Section 01 43 11 Seismic Qualification and Clarification, Paragraph 1.2.C. as follows:

1.2 STRUCTURAL INTEGRITY AND ANCHORAGE

A. Structural integrity of the equipment shall be certified by calculations that demonstrate the adequacy of the equipment housing for seismic forces. These calculations may be based on principles of structural analysis and engineering mechanics or based on approved shake table results.

B. Provide electrical and mechanical equipment and other non-structural components with proper anchorage to the supporting structures designed to resist seismic forces as specified in Section 01 81 02.

1. Provide anchorage as specified in Section 05 05 19 for fastening to concrete and masonry.

C. Not Used

4. Exhibit E – Technical Specifications and Drawings, Section 01 81 02 Seismic Design Criteria:

1. Modify paragraph 1.3.A.1.a. and b. as follows:

a. Design spectral acceleration at short periods, **SDS = 1.1g**

b. Design spectral acceleration at 1-second periods, **SD1 = 0.91g**

2. Modify 1.3.A.1.4. as follows:

When designing anchors for uplift due to seismic forces, include the vertical seismic load effects (+/- 0.2SDSWp) and reduced dead loads as required by the Basic Load Combinations of **ASCE 7** ~~160~~. For example: use only 60 percent of the equipment or tank dead load for resisting overturning.

5. Exhibit E – Technical Specifications and Drawings, Section 46 44 10 Ballasted Flocculation:

1. Add paragraph 2.6-A.1.a.1. as follows:

    1. Mixers to be provided as part of the Ballasted Flocculation system shall have purpose and duties as specified in this Section and shall comply with the following Specifications:

        a. Section 33 12 01 – Basich Mechanical materials and Methods Section 46 41 43.01 – Vertical Shaft Flocculators.

            1. Where there is a conflict between the Ballasted Flocculation section (46 44 10) and the Vertical Shaft Flocculators (46 41 43), the Ballasted Flocculation section, 46 44 10, shall prevail.

2. Modify paragraph 2.7-C.4. as follows:

    4. Wetted pump shaft sleeve shall be of **Type 304 stainless steel or** Type 316 stainless steel; non-wetted pump shaft shall be constructed of E29 carbon steel, machined and ground, and designed for minimum deflection:

3. Modify paragraph 2.7-C.5.a. as follows:

    a. Minimum L-10 bearing life shall be ~~100,000~~ **50,000** hours at any point within the operating range.

4. Modify paragraph 2.8.D.1. as follows:

    1) Sludge drive gearbox: DBS **or Clearstream Environmental.**

5. Add paragraph 3.4.A.2. as follows:

    2. Factory testing of equipment supplied by the BFSS shall be the responsibility of the BFSS. Field testing of that equipment shall be the responsibility of the Assignee.

6. Modify paragraph 3.5.A.4. as follows:

    4. Furnish and deliver equipment and materials as specified herein and in the other sections ~~of the Contract Documents~~ **assigned to the BFSS.**

6. **Replace 'Exhibit F – Assignment Assumption and Consent' in its entirety with the attached 'Exhibit F – Assignment, Assumption, and Consent Agreement.'**

THIS ADDENDUM MUST BE SUBMITTED WITH THE BID

Thank you for your cooperation.

Kelley K. Smith
Manager of Purchasing

QUESTIONS AND *ANSWERS*

1) Please confirm if Build America, Buy America, or American Iron and Steel compliance is required for this project.

   Neither Build America, Buy America or American Iron and Steel compliance are required for this RFQ.

2) Please note that [bidder] equipment is "food grade compliant" which has been accepted at all US Municipal ACTIFLO DW Installations for meeting the intent of the "NSF 60 or 61 approved" requirement.

   Bidder, as part of Exhibit A – RFQ Response Packet "Exceptions, Clarifications, Amendments" shall include a list of all wetted materials that are not 1) individually certified to NSF-61 or 2) listed in NSF-61 Normative Annex 2, acceptable materials. Materials included in this list shall note if and where they have been used for California drinking water installations.

3) Please note [bidder] shall provide a Delegated Design engineer to complete work as called out specifically in BFSS section 46 44 10 only. Other clarifications or other submittal requirements not specific to scope denoted in 46 44 10 shall be provided through the assigned Project Manager rather than a Delegated engineer. Please confirm this is acceptable.

   Acknowledged. The BFSS shall still be responsible for the delegated design, even if the BFSS contracts it out to a third party.

4) Please clarify how you would prefer Value Engineering (VE) options be captured?

   In accordance with Exhibit G Ballasted Flocculation Bid Form and Workbook, Article 1, Paragraph 1.01.D., all recommended deviations to the required equipment scope of supply, including value engineering options such as equipment selection and layout alternatives, can be submitted to the District for approval and included in the RFQ Response Packet.

5) For Section 46 05 94 Paragraph 3.07.E. Vibration tests, please remove this requirement for the sand recirculation pumps. This standard is not applicable to slurry duty pumps. The pumps we have recommended for this application are rugged duty mining service slurry pumps with rubber lined casings and impellers. These pump impellers are not dynamically balanced as the rubber is not trimmable and will wear over the lifetime of the pump and will vibrate to an extent that may be different from other pump standards.

   Vibration testing is required per Section 46 05 94 Paragraph 3.07.E as is meeting the vibration velocity acceptance criteria listed for slurry pumps in paragraph 3.07.E.4.c. If the listed criteria are untenable for the bidder's preferred pump supplier (e.g. McLanahan), the bidder may submit alternative vibration velocity

limits for Owner consideration, with written documentation from the pump supplier indicating typical vibration limits for an optimally operating slurry pump However, waiving vibration testing requirements completely will not be accepted.

6) Please change settled water turbidity performance requirement to < 2.0 NTU, 95% of the time for raw water up to 50 NTU. Past experience shows that trying to achieve really low effluent turbidities of less than 1 NTU can require additional chemical consumption and potentially shorten downstream filter runs.

No changes are made to the settled water turbidity performance parameters. Potential impacts to chemical consumption and filter performance to achieve low effluent turbidities less than 1 NTU are acknowledged.

7) For Section 46 44 10 Paragraph 2.3.E, please remove maximum sand loss per train requirement s it is difficult to quantify the amount of sand usage that occurs due to the equipment size. This is a performance requirement that would take months to quantify and is not something that can be accounted for within a short performance test period.

No changes are made to the maximum sand loss per train performance parameter. The year-long performance guarantee is long enough to quantify sand loss.

8) Please clarify which mixer spec should be followed. There are contradictory statements between the Ballasted Flocculation Mixer section and the Vertical Shaft Flocculators Section.

Paragraph 2.6-A.1.a.1 has been added to Section 46 44 10, Ballasted Flocculation, noted above, as follows: Where there is a conflict between the Ballasted Flocculation section, 46 44 10, and the Vertical Shaft Flocculators section, 46 41 43, the Ballasted Flocculation section, 46 44 10, shall prevail.

9) Depending on location, piping design, and hydrocyclone selection, the pumping head may be less than the microsand pumps minimum design pumping head of 80 feet.

Please base bid off the specified design pumping head. This may be refined during the design process.

10) Please change microsand pumps bearing life requirements from 100,000 to 50,000 hours as this is vendor standard and proven across numerous installations.

Section 46 44 10 Paragraph 2.7.C.5.a has been modified as shown above.

11) For sludge gearbox, please revise to DBS or ClearStream as equals.

Section 46 44 10 Paragraph 2.8.D.1 has been modified include ClearStream as equal.

12) Per Section 46 44 10 Paragraph 2.7.C.4, Wetted pump shaft sleeve shall be Type 316 SS; non-wetted pump shaft shall be constructed of EN9 carbon steel, machined and ground, and designed for minimum deflection. Please remove this section as it does not apply to the McLanahan microsand pumps.

Paragraph 2.7.C.4 has been updated in as follows: Wetted pump shaft sleeve shall be of Type 304 stainless steel or Type 316 stainless steel.

13) For Section 46 44 10 Paragraph 2.19.B, no BFSS equipment requires the use of seal water. Please remove this section.

In accordance with Exhibit G Ballasted Flocculation Bid Form and Workbook, Article 1, documentation may be submitted to receive approval for deviations.

14) Per Section 46 44 10 Paragraph 3.4.A.1, Unless otherwise indicated, provide Level 1 Performance Test, Level 1 Vibration Test, and Level 1 Noise Test for all specified mechanical equipment. This testing shall and any equipment required to complete this testing shall be the responsibility of others. Please revise for clarity.

Paragraph 3.4.A.2 has been added to Section 46 44 10, Ballasted Flocculation, to clarify as follows: "Factory testing of equipment supplied by the BFSS shall be the responsibility of the BFSS. Field testing of that equipment shall be the responsibility of the Assignee."

15) Please clarify or revise as the BFSS shall only provide equipment listed in Section 46 44 10 Ballasted Flocculation Section, rather than equipment noted in the entirety of the specifications.

Paragraph 3.5.A.4 has been modified as follows: "Furnish and deliver equipment and materials as specified herein and in the other sections assigned to the BFSS."

16) Please note a yearlong performance test period is not feasible for staffing nor efficient in proving equipment is performing as specified. [Bidder] will performance test each train for two 8-hour days to confirm performance and provide follow up support through extended field service visits and onsite support. Beyond the start-up performance testing and field service visits specified in [bidder]'s scope of supply, additional days are available at the current customer service rate. Please revise these requirements.

No, the BFSS does not need to be onsite throughout the one-year performance test period. Per Section 46 44 10-3.5.D.2, if the BF process does not meet the performance requirements at any time during the one-year performance test period, the BFSS is to provide support and send a representative to the site if the issue cannot be resolved through verbal communication. Additionally, per Section 46 44 10-3.5.D.3, the BFSS shall provide on-site assistance during the first 5 days of the performance test period.

17) Please confirm if the intent is for the BFSS to supply the control panel without a PLC and support the programming of the system only rather than include a PLC within the VCP.

Confirmed.

18) For Section 46 44 10 Paragraph 2.14.B, wall mounted enclosures, please confirm Saginaw as an acceptable equal.

Saginaw is an acceptable equal provided the enclosures meet the spec requirements.

19) For Section 46 44 10 Paragraph 2.14.C, please allow Pheonix Contact as an acceptable terminal block alternative.

Pheonix Contact are an acceptable alternative.

Exhibit F – Assignment, Assumption, & Consent Agreement

DOCUMENT 00 74 00

[INSERT TITLE OF SUPPLIER/VENDOR]
ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement (ASSIGNMENT) is effective on the date of the last signature below, and is by and among EAST BAY MUNICIPAL UTILITY DISTRICT (DISTRICT), [SUPPLIER NAME] (SUPPLIER), and [CONTRACTOR NAME] (CONTRACTOR) the Prime Contractor on Specification [SPECIFICATION # and NAME] (SPECIFICATION) (collectively, the PARTIES).

BACKGROUND

On or about [DATE], DISTRICT and SUPPLIER entered into an agreement known as "[RFQ/PO # and/or supplier agreement title]," (SUPPLIER AGREEMENT), a complete copy of which (including all exhibits, amendments, and modifications thereto as of the bid date for [SPECIFICATION # and NAME]) is attached to and incorporated into this ASSIGNMENT by this reference;

The DISTRICT desires to assign its rights and obligations under the SUPPLIER AGREEMENT;

The CONTRACTOR desires to accept and assume all of the rights, obligations, and liabilities of DISTRICT; and

The SUPPLIER desires to consent to such assignment, acceptance, and assumption.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as set forth below.

The DISTRICT hereby assigns the SUPPLIER AGREEMENT to the CONTRACTOR, and the CONTRACTOR hereby accepts and assumes full responsibility for the work performed by the SUPPLIER under the SUPPLIER AGREEMENT, and accepts and assumes all of the DISTRICT'S rights, obligations, and liabilities under the SUPPLIER AGREEMENT. The DISTRICT additionally assigns its rights and obligations under the SUPPLIER's performance and payment bonds to the CONTRACTOR.

CONTRACTOR shall, among other responsibilities, receive and review all SUPPLIER submittals and be responsible for the coordination of said submittals with the DISTRICT; ensure that SUPPLIER maintains its performance and payment bonds and the correct policies of insurance; coordinate the timely delivery and satisfactory installation of all products, materials, and services with the SUPPLIER, the DISTRICT, and CONTRACTOR's subcontractors; coordinate delivery of all SUPPLIER product manuals; obtain all SUPPLIER warranties and guarantees; and coordinate startup of SUPPLIER's products and DISTRICT training in accordance with the SPECIFICATION and the SUPPLIER AGREEMENT.

In the event of any conflict and/or ambiguity between the SPECIFICATION and the SUPPLIER AGREEMENT, requires the timely performance of all obligations owed to the DISTRICT under the SPECIFICATION and the SUPPLIER AGREEMENT, and fully provides the DISTRICT with all intended benefits under the SPECIFICATION and the SUPPLIER AGREEMENT.

ASSIGNMENT DIRECTED BY:

EAST BAY MUNICIPAL UTILITY DISTRICT

Date: _____ By _____

[Name and title]

ASSIGNMENT CONSENTED TO BY:

[SUPPLIER NAME]

By:

Date: _____ _____

[Name and title]

ASSIGNMENT ACCEPTED BY:

[CONTRACTOR NAME]

By:

Date: _____ _____

[Name and title]

END OF DOCUMENT