

**ADDENDUM NO. 1**

**To Prospective Bidders for the EBMUD Request for Quote No. 2014, Carbonic Acid Dissolution, Feed and pH Control Systems**

Notice is hereby given that RFQ No. 2014 of the East Bay Municipal Utility District has been revised as set forth below:

**ADDENDUM NO. 1, INCLUDING BIDDER QUESTIONS AND ANSWERS**

RFQ No. 2014

On Page 12, Section III Article D, Item 1 through 3, delete and replace in its entirety: “

1. Prices for Goods and Services shall include any anticipated escalation costs due to inflation, costs of raw materials, or any other cause for escalation, up to the equipment delivery dates indicated in Section J Milestones.
2. If the equipment delivery dates are delayed beyond three (3) years of the original contract date, Supplier may submit a written request to the District for a price adjustment for any Goods and Services yet to be rendered. The request for an adjustment shall be made on the basis of a comparison to changes in the Producer Price Index (“PPI”) Series Title: PPI – All Commodities:1982-100 NSA (available at [www.bls.gov](http://www.bls.gov)) and supported by other documentation as required. District will evaluate this information to determine if an adjustment to the pricing is fair and reasonable, and to the satisfaction of the District.
3. The parties hereto recognize that such change will only be evaluated if the PPI has increased after the first 3 years of the contract date. The parties recognize that if the PPI has decreased at that time, that there will not be changes in the contract price.”

On Page 14, Section III Article I, Item 4a, after first paragraph, replace Items 1 through 6 and in its entirety and add Item 7: “

- (1) One percent (1%) of Bid Item 1 upon completion of successful approval of the flow nozzle design submittals by the District;
- (2) Two percent (2%) of Bid Item 1 upon testing and delivery of flow nozzle to Construction Project site and acceptance by the District;
- (3) Fifteen (15%) of Bid Item 1 upon completion of successful approval of shop drawings and release for fabrication by the District (Section J, Milestone 2);

- (4) Fifty seven (57%) of Bid Item 1 and Seventy Five percent (75%) of Bid Items 2 and 3 upon completion of successful factory testing of equipment, delivery to Construction Project sites and acceptance by the District (Section J, Milestone 3);
- (5) Twenty percent (20%) of the sum of Bid Items 1, 2,3, plus ninety five percent (95%) of Bid Item 4 upon successful installation, performance testing and commissioning of all equipment (Section J, Milestone 4);
- (6) Ninety five percent (95%) of Bid Item 5 upon receipt of all final approved Operation and Maintenance manuals (Section J, Milestone 4);
- (7) Remaining five percent (5%) of the sum of Bid Items 1 through 5 upon successful completion all training.”

On Page 15, Section III Article I, Item 4b, after first paragraph, replace Items 7 to 10 in its entirety and add Item 5: “

- (7) Fifteen (15%) of Bid Item 1 upon completion of successful approval of shop drawings and release for fabrication the District (Section J, Milestone 2);
- (8) Sixty percent (60%) of the sum of Bid Items 1, 2, and 3 upon completion of successful factory testing of equipment, delivery to Construction Project sites and acceptance by the District (Section J, Milestone 3);
- (9) Twenty percent (20%) of the sum of Bid Items 1, 2,3, plus ninety five percent (95%) of Bid Item 4 upon successful installation, performance testing and commissioning of all equipment (Section J, Milestone 4);
- (10) Ninety five percent (95%) of Bid Item 5 upon receipt of all final approved Operation and Maintenance manuals (Section J, Milestone 4);
- (11) Remaining five percent (5%) of the sum of Bid Items 1 through 5 upon successful completion of all training.”

On Page 15, Section III Article J, delete and replace Item 1b in its entirety: “

- b. Milestone 1: Submit all general arrangement shop drawings in the Contract Documents: Pardee Flow Nozzle shop drawings: Within 15 calendar days of Notice to Proceed, Mechanical and Instrumentation: Within 30 calendar days after Notice to Proceed, Electrical and Controls: Within 45 days of approval of Mechanical and Instrumentation Submittal.”

On Page 16, Section III Article J, delete and replace Item 1d in its entirety: “

- d. Milestone 3: Furnish equipment: Unless otherwise agreed or requested in writing by District, begin delivery of equipment to Pardee Chemical Plant, or designated storage area within 50 miles no earlier than March 1, 2022 and complete delivery of equipment no later than March 1, 2023, or 20-weeks from approved submittals,

whichever is later. Installer shall be responsible for unloading equipment and providing proper storage at the Construction Project sites.”

On Page 16, Section III Article J, delete and replace Item 2a in its entirety: “

- a. Milestone 1: Submit all general arrangement shop drawings required in the Contract Documents: Mechanical and Instrumentation: Within 30 days after Notice to Proceed; Electrical and Controls: Within 45 days of approval of Mechanical and Instrumentation Submittal.”

On Page 16, Section III Article J, delete and replace Item 2c in its entirety: “

- c. Milestone 3: Furnish equipment: Unless otherwise agreed or requested in writing by District, begin delivery of equipment to Orinda WTP, Lafayette WTP, and Walnut Creek WTP, or designated storage area within 50 miles no earlier than June 1, 2021 and complete delivery of equipment no later than December 1, 2021, or 20-weeks from approved submittals, whichever is later. Installer shall be responsible for unloading equipment and providing proper storage at the Construction Project sites.”

On Page 19/20, Section III Article L, delete Item 1a, 1b, and 1c in its entirety.

On Page 20, Section III Article L, delete items 2a and 2c in its entirety.

#### Section 01 45 27

On Page 141, Article 1.4 B, add to the end of the paragraph:

“Anticipate 40 days of inspection time, over two visits for District representative to perform inspections. Supplier shall make best efforts to minimize inspection trips. Any un-used time for travel and lodging shall be credited to the District.”

#### Section 05 05 24

On Page 180, Article 1.8B, delete and replace the first paragraph in Item 1:

“1. Unless otherwise shown in the tail of the weld symbol on the Drawings, NDE of the finished weld for steel pipe 2½” and larger shall be:”

#### Section 41 35 60

On page 226, Article 1.5A, Item 1:

“Fabrication Drawings and 3D model: Provide fabrication drawings showing the locations, dimensions and weights of the internal major components of the skid package, including

connection locations & sizes, and any piping connection load limits. Also, indication of the package center of gravity, and maintenance removal distances. 3D models shall be provided in AutoCAD (dwg) format.”

On page 234, Article 2.4B, Item 4:

“All carbon dioxide gas piping, valves and fittings shall be Schedule 40s, type 304L, flanged or welded, stainless steel. Threaded piping, valves and fittings shall be Schedule 80s, type 304L, stainless steel.”

On page 234, Article 2.4B, Item 5:

“The water and carbon dioxide solution piping, valves and fittings shall be Schedule 40s, flanged or welded, type 304L stainless steel. Threaded piping, valves and fittings shall be Schedule 80s, type 304L, stainless steel.”

On page 234, Article 2.4B, Item 6:

“Pipe 2” NPS and smaller shall be socket welded or threaded, Pipe 2½” NPS and greater shall be butt welded. Threaded pipe shall be Schedule 80s. All welding shall comply with Section 05 05 24.”

On page 242, Article 2.4D, Item 4d, Number 1:

“Natural Frequency: Ensure there are no natural resonant torsional, radial, or axial frequencies within 20 percent above or below the operating rotational frequencies or multiples of the operating rotational frequencies that may be excited by the equipment design. Provide natural frequency calculations per Section 1.5 A.5.”

On page 243, Article 2.4D, Item 4d, Number 2:

“Design, balance and align equipment per manufacturer’s recommendations such that vibration levels measured at the pump and at the motor bearing frame/supports do not exceed the manufacturer’s recommended peak to peak velocity at any discrete frequency. Include manufacturer recommended values with equipment documentation provided to the District.”

## QUESTIONS AND ANSWERS

1. **Q:** *Clarify that “Flow Nozzle Submittal” is intended for Pardee Chemical Plant only.*

**A: Yes, this is the intent.**

2. **Q:** *As currently written, the payment terms do not align the possibility of early termination. Can payment terms be aligned with Milestones, with progress payment provided upon fabrication.*

**A: Payment terms will be revised in Addendum No. 1.**

3. **Q:** *For both Parts A and Part B, can the submittal effort into two main components – Mechanical & Instrumentation, and Electrical & Controls, with approval of M&I completed first before E&C is submitted?*

**A: This is the intent, and clarified in Addendum No. 1.**

4. **Q:** *Would a Supply Contract Bond be more appropriate, given the nature of this RFQ? Can this be provided in lieu of the bond stated in the RFQ? Can the costs and fees associated with bonding be paid for by the District?*

**A: Bonding requirements has been clarified in Addendum No. 1. District will require a Performance Bond that is factored into the bid price and not itemized separately.**

5. **Q:** *Per Section E of RFQ 2014, it is our understanding that EBMUD will provide an itemized list of deficiencies and required corrective actions, and allow Supplier to remedy deficiencies within reasonable time prior to rejecting shipment of the product.*

**A: Yes, this is the intent.**

6. **Q:** *Per Section III D.1 of RFQ 2014, prices for goods and services shall include escalation of costs due to inflation, raw materials, or any other cause of escalation for the first three (3) years of the contract. This will add extra unnecessary cost for the project. Confirm this is the intent of the Contract.*

**A: The intent is for the Supplier to provide a price that covers the delivery dates provided in the Milestones section of the RFQ. This is clarified in Addendum No. 1.**

7. **Q:** *Per Section III H of RFQ 2014, Supplier shall warrant that goods furnished shall be free from defects in workmanship including corrosion or deterioration. Supplier cannot warrant defects of corrosion resulting from improper use, storage and varying environmental conditions. Consider removing reference to corrosion and deterioration.*

**A: This requirement shall apply.**

8. **Q:** *Section 00 72 00 contain responsibilities that are typical of a General Contractor. The Supplier of the equipment shall not be liable for things that are beyond their control.*

**A: The General conditions are for the General Contractor hired during the bid of the project, the Contractor may pass on parts or all of the general conditions onto the Supplier and other sub consultants. The Supplier shall work out which items they are liable for with the General Contractor.**

9. **Q:** *Section 01 45 27 requires Supplier to provide office space for long term inspection assignments. Confirm that long term inspections are not anticipated in this Contract.*

**A. This is not currently planned for this Contract.**

10. **Q.** *Section 01 45 27 requires the Supplier to include EBMUD onsite inspectors to witness fabrication and testing, including travel cost and lodging. Is 40-person days adequate? In addition, Section 05 05 24 requires an engineer to perform inspection and witness tests during all phases of pipe fabrication. Confirm that this is the intent.*

**A: Yes, this is the intent, and clarified in Addendum No. 1.**

11. **Q:** *Section 05 05 24 requires independent inspection of all structural framing welds and nondestructive examination (NDE) as indicated on the Contract drawings. The only requirement found for NDE of pipe was for 24" diameter and larger pipe; however there is no pipe of this diameter included in this contract. Are there NDE requirements in the scope of supply, with the exception of hydrostatic or air tests?*

**A: Nondestructive examination is required for pipes greater than 2" diameter with full penetration groove welds. This is clarified in Addendum No. 1.**

12. **Q:** *For the NDE required under Section 05 05 24, are daily reports provided by the certified weld inspector sufficient?*

**A: This is the intent.**

13. **Q:** *Section 41 35 60 Article 2.4D.4, Item d.1, requires the supplier to ensure natural frequencies, which is beyond the scope of supply for this Contract. Consider removing this requirement.*

**A: This requirement is clarified in Addendum 1. Supplier shall provide calculations per Article 1.5.A.5 showing the skid meets natural frequency requirements and recommend anchorage to meet such requirements.**

14. **Q:** *Section 41 35 60 Article 2.4D.4, Item d.2, requires the pumps to meet vibration levels that cannot be guaranteed by the Supplier. Consider removing this requirement.*

**A: This is clarified in Addendum 1. The Supplier shall meet vibration requirements recommended by the equipment manufacturer. The recommended manufacturer values shall be included with documentation provided to the District.**

**THE RESPONSE DUE DATE IS CHANGED TO MAY 6, 2020**

**THIS ADDENDUM MUST BE SUBMITTED WITH THE BID**

Kelley Smith  
Manager of Purchasing