



975-2023 ADDENDUM 2

SUPPLY OF ULTRAVIOLET DISINFECTION SYSTEM

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID/PROPOSAL

ISSUED: January 15, 2024
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THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID/PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: Add 2021-03-05

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid/Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid/Proposal may render your Bid/Proposal non-responsive.

PART B – BIDDING PROCEDURES

Revise: B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, **January 19, 2024.**

PART C – GENERAL CONDITIONS FOR SUPPLY OF GOODS 2020-01-31

Revise: C15.1 to read: To the extent attributable to the Contractor’s Event of Default, negligence, wrongful misconduct, or breach of applicable law, and save for the extent such of the following are caused by the City’s or third parties’ negligence or misuse or misapplication of the Goods, the Contractor shall save harmless and indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of twice the Contract value against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

Revise: C21.1 to read: The Contract is the property of the City and shall not be appropriated for the Contractor’s own use, or for the use of any third party. However, for the avoidance of doubt, Contractor retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D8.1(b)to read: Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

- Revise: D11.1 to read: If the Contractor fails to achieve delivery of the goods within the time specified in D10.1 Delivery the Contractor shall pay the City three thousand dollars (\$3000) per Calendar Day for each and every Calendar Day until the goods have been delivered, not to exceed five percent (5%) of the Contract Price.
- Revise: D18.1(a) to read: ten percent (10%) of the Contract Price will be paid upon receipt of shop drawings;
- Revise: D18.1(b) to read: ten percent (10%) of the Contract Price will be paid upon approval of shop drawings;
- Revise: D18.1(c) to read: fifty percent (50%) of the Contract Price will be paid upon issuance of the Certificate of Equipment Delivery (Form 100);
- Revise: D18.1(d) to read: fifteen percent (15%) of the Contract Amount will be paid upon issuance of the Certificate of Readiness to Install (Form 101) (five percent (5%) for each channel installation);
- Revise: D18.1(e) to read: five percent (5%) of the Contract Price will be paid upon the issuance of Certificate of Satisfactory Training (Form T1 and T2) and delivery of the Operation and Maintenance Manual; and
- Revise: D18.1(f) to read: ten percent (10%) of the Contract Amount will be paid upon the issuance of the Certificate of Equipment Satisfactory Performance Test (Form 104).
- Revise: D19.1(1)(3) to read: Notwithstanding C11.2, the warranty period for all Goods shall begin on the date of delivery of the applicable Goods and shall expire the earlier of (a) twenty eight (28) months thereafter or (b) one year after Substantial Performance, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C11.2 to C11.3, in which case it shall expire when provided for thereunder.
- Add: D22: Warranty and performance guarantees shall only be enforceable if (a) all Goods are properly installed, inspected regularly and in good working order, unless due to no fault by the City or City representatives (b) all use of the Goods is consistent with Contractor recommendations, (c) operating conditions at the Site have not materially changed and remain within anticipated specifications.
- Add: D23: The Total Liability of the Contractor and its subsidiaries, affiliates, employees, directors, officer and agents arising out of the performance or non performance of this Contract or the use of the Goods shall in no circumstance include any penalty, incidental, or consequential damages (which, for the avoidance of doubt, does not apply to the Liquidated Damages which may be calculable under this Contract) , nor exceed the value of three times the Contract Price, save and except of the case of damages arising out of the Contractor's wilful misconduct or gross negligence.

NMS SPECIFICATIONS

Section 01 65 00 Equipment Installation

- Revise: Form 101 to read: I certify that the equipment to be installed is in similar condition to when it was delivered and is ready for installation and I have familiarized the Construction Contractor of the specific installation requirements related to the equipment listed below and am satisfied that he understands the required procedures.

Section 01 91 31 Commissioning Plan

- Revise: 3.13.7.23 to read: The Supplier's Representative and the Contractor shall provide the Performance Test Report within fifteen (15) Business Days of completion of the Performance Test.

Section 46 66 56 Low Pressure High Output UV Disinfection Equipment

- Revise 1.1.13 to read: A separate common hardwire alarm shall be provided for each of the UV system alarms priority categories. A signal for each category shall be individually wired out to the PCS system in addition to individual alarms via communications.
- Revise: 1.1.15 to read: Supplier to make available all alarms to the integrator. The Installation Contractor and Supplier shall coordinate to map individual alarm triggers in the PCS to suit site alarm priority category definitions.
- Add: 1.2.3.1 Exceptions:
- Add: 1.2.3.1.1 Supplier is not required to comply with Automation Design Guide Section 10.2.2.c.
- Add: 1.2.3.1.2 Supplier is not required to comply with Automation Design Guide Section 10.3.
- Revise: 1.3.1.5 to read: 3D model or complete set of 2D drawings of the UV system within the existing UV building, including UV lamp banks (showing clearances for bank raising at all points of the lift), ballast cabinets, system control panel, hydraulic system centre (if applicable), and all other panels required. Include cable routing/cable management systems between all ballast cabinets and lamp banks and hydraulic hose routing/management (if applicable). Supplier shall assist the Engineer in locating ballast cabinets and designing a cable management system to achieve a UV system that is safely and readily accessible for operation and maintenance and does not prevent access and movement of goods within the existing UV building. Supplier shall assist the Engineer in the design of removable channel covers to facilitate lamp bank raising and replacement of channel covers to permit maintenance on the raised lamp bank.
- Revise: 1.5.6 to read: Prior to shipment to Site the Supplier shall perform a test of each ballast cabinet and the system control panel and have test reports submitted and approved by the Contract Administrator.
- Revise: 1.7.4 to read: All other equipment, wiring and components shall be warranted for twelve (12) months from the Substantial Performance for all units functioning, or 28 months after delivery of the equipment, whichever comes first.
- Delete: 2.2.1.8
- Revise: 2.2.7.1 to read: The City intends on installing slide gates on the upstream end of the existing UV channels to isolate the channel for maintenance. Supplier is not required to provide the slide gate and actuator. Supplier shall indicate all requirements for the slide gate actuator including control philosophy, and any switches, interlocks, etc. that are required. Supplier shall provide all hardware and software in the system control panel necessary for automatic control of the upstream slide gates for dose-pacing purposes and channel isolation.
- Revise: 2.3.7.4 to read: If the flow signal is lost, the dose-pacing program shall default to use the maximum default flow.
- Revise: 2.3.7.6 to read: If the UVT signal is lost, the dose-pacing program shall default to use the minimum default UVT.
- Revise: 2.3.8.13 to read: The system control center shall be interfaced with the plant PCS using Modbus TCP to allow remote monitoring and operation of the UV system. Provide two Modbus TCP connections (main and redundant) to the site network.

QUESTIONS AND ANSWERS

- Q1: Confirm on-site supervision, as required by Section 01 91 31 Clause 3.13.7.3, will not be continuous for the 30 day period but on an as required basis.

A1: Supplier's Representative to be available at any time during the Performance Test, and for the entirety of the test. Full-time supervision may be required.

Q2: Please confirm a copy of the marked-up Specification Sections and or the detailed justifications for any requested deviation or clarification, as required by Section 46 66 56 Clause 1.3.2.4.1.2 is required for equipment submittals and not required for bid documentation.

A2: This is required for bid documentation. Per Section 46 66 56 Clause 1.3.2.4.1, this is also required with the Shop Drawing.

Q3: Clarify that a complete main and hot standby PLC control system, as required by Section 46 66 56 Clause 2.3.8.2, means one Primary and one Secondary PLC operating together in Hot Standby configuration within one system control center and operating the entire UV System as a single multi channel system.

A2: Hot Standby means that in the event of failure of one PLC, the system seamlessly switches over to the secondary PLC. A singular system control center will house both PLCs and will control all PDCs from this central control enclosure.