



871-2013 ADDENDUM 2

SUPPLY AND DELIVERY OF FREE-MOVING MEDIA, SCEENS, AERATION SYSTEM, AND ASSOCIATED APPURTENANCES FOR THE INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS) BIOREACTORS FOR THE SOUTH END WATER POLLUTION CONTROL CENTRE (SEWPCC) UPGRADING/EXPANSION PROJECT

ISSUED: May 5, 2014
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URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE REQUEST FOR PROPOSAL

THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: Ar20131129

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Proposal may render your Proposal non-responsive.

PART A – PROPOSAL SUBMISSION

Replace: 871-2013 Proposal Submission with 871-2013 Addendum 2 - Proposal Submission. The following is a summary of changes incorporated in the replacement Proposal Submission:

Form F (R1): Guaranteed Performance

A minimum Standard Oxygen Transfer Efficiency (SOTE) of 3.45% per metre of diffuser submergence based on 7 metres of sidewall submergence **and based on fully seeded media (media with biofilm).**

PART D – SUPPLEMENTAL CONDITIONS

- Add: D1.2 Notwithstanding C6.1, Except as otherwise provided in the Contract, the Contractor shall be solely responsible for means, methods, techniques, sequences and procedures, and for coordinating the various parts of the Work so as to ensure its proper completion in a sound and workmanlike manner, in all respects in conformity with the Contract.
- Add: D1.3 Notwithstanding C6.7, The Contractor shall perform, complete and maintain the Work in accordance with the Contract.
- Add: D1.4 Notwithstanding C6.4, the Contractor shall be responsible for any aspects of the Work not explicitly set out in the Contract, but which may be reasonably implied for the proper completion of the Work.
- Add: D1.5 Notwithstanding C8.1, where applicable, Plant or material brought to the Site or the Work by the Contractor shall remain at the risk and the responsibility of the Contractor from the commencement of the Work until the Goods are delivered to the Site and accepted by the City.
- Add: D1.6 Notwithstanding C8.2, where applicable, the Contractor shall be liable to the City for any loss of or damage to Plant or material that is supplied to or placed in the care, custody and control of the Contractor by the City in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control, from the commencement of the Work until the Goods are delivered to the Site and accepted by the City.

- Add: D1.7 Further to C8.3, upon receipt of Form 100 Certificate of Equipment Delivery, physical damage to the Goods will be insured by the City for 100% of the purchase price on the City's all risk property insurance policy.
- Add: D1.8 Notwithstanding C8.4, the Contractor shall, at his own cost, supply and deliver the completed Work in accordance with the provisions of the Contract.
- Add: D1.9 Notwithstanding C9.5, if the Contract Administrator determines that the Work, or any part thereof, is defective or deficient, the City shall have the right to do any one or more of the following in addition to anything permitted elsewhere in the Contract or by law:
- a) if the Contract Administrator determines that the Work or any portion thereof, including any material which is incorporated therein, is defective, deficient or otherwise unfit for the purpose specified, the Contract Administrator may direct the Contractor to repair, redo, replace or otherwise remedy the defect or deficiency;
 - b) if the Contract Administrator determines that it is not expedient to correct defective or deficient Work, the City may deduct from the Contract Price the difference between the value of the Work as done and that called for by the Contract, the amount of which shall be determined by the Contract Administrator.
- Revise: D11.4 to read: Manufacturing of the Goods shall commence only upon written authorization from the Contract Administrator. Authorization for the manufacturing of screens, aeration system and appurtenances is anticipated to be issued by January 31, 2016. Authorization for the manufacturing of free floating media is anticipated to be issued between January 1, 2016 and March 31, 2016.
- Revise: D16.2 to read: Where a notice to commence stated under D11.4 is delayed beyond the stated periods, the price for Item No. 1 entered in Form B: Prices shall be escalated in accordance with the following formula:
- a) $\text{Adjusted Price} = \text{Current Price} \times (1 + [(\text{Extra Contractor Days} / 365) \times \text{Cost Escalation Factor}])$
 - b) The Cost Escalation Factor shall be 3.3 percent.
 - c) For clarity, escalation shall not apply to Item Nos. 2 to 9 entered in Form B: Prices.
- Add: D18. INDEMNITY
- Add: D18.1 Notwithstanding C15.1, the Contractor shall save harmless and indemnify the City in the amount of twenty million dollars (\$20,000,000), 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, his Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - d) any claim for lien or trust claim served upon the City;
 - e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - g) inaccuracies in any information provided to the City by the Contractor.

SECTION 01 78 23 – OPERATION AND MAINTENANCE DATA

Revise: 1.3A to read: Preliminary Data: Draft O&M manuals shall be submitted prior to delivery of the **equipment** for review and comments by the Contract Administrator.

Revise: 1.4A to read: Prepare an Instruction Manual Outline as described in Clause 1.4B. Prepare preliminary data in the form of a **Draft** Instructional Manual as described in Clause 1.4 C. Prepare final data in the form of a **Final** Instruction Manual as described in Clause 1.4D. Prepare electronic copies of submissions as described in Clause 1.4E.

SECTION 05 50 00 – METAL FABRICATIONS

Revise: 2.2 B 2 to read: Passivate stainless steel, which was cleaned by grinding, with a solution of 12-15 percent nitric acid and 3 percent hydrofluoric acid, **or citric acid passivation of new welds.**

SECTION 44 41 13.22 – FREE-MOVING MEDIA AND RETENTION SCREEN SYSTEMS

Clarification of 3.8K: The 24-hour composite samples shall be collected and handled as per the protocol established within the Standard Methods for the Examination of Water and Wastewater (22nd Edition). The 24-hour composite samples shall be used on the tests required for the primary effluent. For the samples identified for the test basin effluent, samples taken from the mixed-liquor suspended solids (MLSS) shall be grab samples filtered on collection. These grab samples shall be collected every 2 hours for the 24-hour period.

SECTION 46 45 16.01 – AERATION SYSTEM

Revise 2.2 F to read: The orientation of the aeration equipment within each tank and the minimum pipe diameters of all air piping shall be as required by the Contractor and configured to meet the specific geometry of the aeration basins. The sizing of all air piping shall be as required by the Contractor to meet the performance requirements specified herein. The Contract Administrator will design the SEWPCC aeration system outside of the bioreactor housing the free-moving media **and this aeration system will be supplied by others.** The Contract Administrator will coordinate the overall layout of the system-wide aeration system with the aeration system described herein supplied by the Contractor.

Revise: 2.2 I.4 Ambient to read: Maximum Temperature (°C) = **40**

Minimum Temperature (°C) = -12

Revise: 3.7 B to read: **Additional** to the testing requirements specified above, the aeration equipment supplied for each basin shall be tested as follows:

1. Pressure Test: Measure air pressure immediately upstream of elbow located at top of each dropleg, and at maximum airflows and submergences stated under Clause 2.2 of this specification section.
2. Mixing Test with media:
 - a. Perform at minimum airflows as stated in Clause 2.2 of this specification section.
 - b. Select nine vertical lines and two depths in each basin.
 - c. Take three Samples at each of two depths along each vertical line using Van Dorn sampler.
 - d. Independent testing laboratory approved by Contract Administrator will perform total suspended solids test on each Sample. Mean value of mixed-liquor suspended solids for three Samples at each depth will be used to determine conformance with requirements.

- e. All testing and sampling shall conform to procedures established in latest edition of Standard Methods for Examination of Water and Wastewater.
 - f. **All testing costs associated with the mixing test shall be paid for by the Contractor.**
 - g. **A 10-percent variation in MLSS concentration across the sampling points will be allowed to demonstrate the adequacy of the mixing performance.**
3. The aeration system shall be demonstrated to meet an average daily (24-hour average) bulk-liquid dissolved oxygen (DO) concentration of at least 6.0 mg/L using existing instrumentation. **At the completion of the performance test outlined in Section 44 41 13.22, the aeration system performance to meet the requirements established in 46 45 16.01 Clause 2.2 C.2 and Clause 2.2 C.3 shall be demonstrated.**

Revise: 3.7 H to read:

If the equipment fails to achieve the guaranteed performance requirements during performance testing and fails the additional test, the Contractor shall modify and or replace the equipment to ensure that specified performance guarantees are met, at no cost to the City.