

CIP NO.: OWASA CIP #272-42
PROJECT: Water Treatment Plant Finished Water Pumping Improvements
DATE: January 24, 2020

SECTION 00 91 13

ADDENDA

ADDENDUM NUMBER 03

DATE: January 24, 2020

PROJECT: Water Treatment Plant Finished Water Pumping Improvements

OWASA CIP NUMBER: 272-42

OWNER: ORANGE WATER AND SEWER AUTHORITY

ENGINEER: AECOM Technical Services of North Carolina, Inc

TO: All Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated December 17, 2019, Addendum Number 03 issued January 24, 2020, with amendments and additions noted herein below.

Acknowledge receipt of this Addendum in the space provided in the Bid form. Failure to do so may disqualify the Bidder.

This Addendum consists of **2** pages:

RESPONSES TO QUESTIONS RECEIVED DURING BIDDING:

1. After discussing the work load with contractors and the duration of pump procurement we have concern that the 308 days will not be sufficient to have the pump up and running. Currently estimated pump submittals, review, ordering, building and delivery will be around 40 weeks. Will a time extension be available?
The Substantial Completion and Final Completion days have been revised. See revised Advertisement for Bids (Section 00 11 16), Proposal – Lump Sum Single-Prime Contract Bid Form (Section 00 41 43), and Agreement Form – Single-Prime Contract (Section 00 52 15).

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2. You name three pump manufacturers but only one supplier. What was the intent?
The equipment manufacturers and Pump System Supplier are named to establish a standard of quality. With the exception of the variable frequency drive (Square D) and the SCADA System Supplier (CITI, LLC); the equipment, manufacturers, subcontractors, and system suppliers are not sole sourced and are required to meet the requirements and specifications in the Contract Documents. The Pump System Supplier has key role in this project, has specific responsibilities and requirements shown in Water Utility Distribution Equipment Section 33 12 00/1.2/D & F. The Pump System Supplier shall be listed on the Equipment/Supplier Schedule on page 00 41 43-8 of the Contract Documents, as well as where Subcontractor/Supplier is required.

CHANGES TO THE SPECIFICATIONS:

1. **REPLACE** Section 00 11 16 - Advertisement for Bids with the attached. Section 00 11 16 changes include:
 - a. Substantial Completion days have been changed from 308 days to 338 days.
 - b. Final Completion days have been changed from 365 days to 395 days.
2. **REPLACE** Section 00 41 43 - Proposal (Lump Sum Contract Form) with the attached. Section 00 41 43 changes include:
 - a. Substantial Completion days have been changed from 308 days to 338 days.
 - b. Final Completion days have been changed from 365 days to 395 days.
3. **REPLACE** Section 00 52 15 - Agreement Form – Single-Prime Contract with the attached. Section 00 52 15 changes include:
 - a. Substantial Completion days have been changed from 308 days to 338 days.
 - b. Final Completion days have been changed from 365 days to 395 days.
4. Water Utility Distribution Equipment (Section 33 12 00) – Paragraph 1.2.A.4, **DELETE** this sentence in its entirety.

-END OF DOCUMENT-

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The Contract Documents may be viewed free of charge at OWASA, in the Administrative Offices, 400 Jones Ferry Road, Carrboro, North Carolina, Mondays through Fridays, between the hours of 9:00 A.M. and 4:00 P.M.

Bidders are encourage to attend a Pre-Bid Conference at 2:00 P.M., local time, on the 14th of January, 2020 at the OWASA Administrative Offices, 400 Jones Ferry Road, Carrboro, North Carolina.

Orange Water and Sewer Authority has adopted a minimum ten (10%) percent goal for participation by minority businesses in the total value of the work for this project in accordance with Section 143-128.2 of the General Statutes of North Carolina.

Each Bidder shall be licensed under Chapter 87 of the North Carolina General Statutes. Bidders are notified that "An Act to Regulate the Practice of General Contracting," was ratified by the General Assembly of North Carolina on March 10, 1925, and that this Act and subsequent Amendments, will be observed in receiving and awarding Contracts.

Each bidder is required to submit a Non-Collusion Affidavit pursuant to Section 133-30 of the General Statutes of North Carolina.

To ensure that all Bidders are kept up to date on any Addenda, changes, or information notices, please send an e-mail to: Reid.Campbell@aecom.com indicating your intention to prepare a Bid for the Project. Failure to complete this step may render your Bid as non-responsive.

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Each Bidder is advised that the Work may be inspected and supervised by an Engineer or firm under the direction of Orange Water and Sewer Authority. The Engineer or firm may also be involved in the identification of specific repair areas and the proposed method of repairs for the Work.

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Orange Water and Sewer Authority requires the Project to be at Substantial Completion within 308 consecutive calendar days from date of Notice to Proceed and at Final Completion 365 consecutive calendar days from date of Notice to Proceed

No Bid shall be considered or accepted unless at the time of its filing the same shall be accompanied by a deposit of a certified or cashier's check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation (FDIC), in an amount equal to five percent (5%) of the amount of the Bid. The check shall be made payable to Orange Water and Sewer Authority. Said deposit shall guarantee that the Contract will be entered into by the successful Bidder if the Award is made. Such deposit of certified or cashier's check may be held by Orange Water and Sewer Authority until the successful Bidder has executed and delivered the Contract Documents, including performance and payment bond, to Orange Water and Sewer Authority and returned or kept in accordance with North Carolina General Statute 143-129.

In lieu of the certified or cashier's check deposit mentioned above, the Bidder may file a Bid Bond in the same amount executed by a corporate surety authorized to execute such bonds in North Carolina and conditioned as provided by North Carolina General Statute 143-129 and on the form(s) found in the Proposal section, or on file with the Engineer. Bid Bond forms enclosed



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EQUIPMENT/SUPPLIER SCHEDULE (OWNER SELECTED)				
SPEC SECTION	DESCRIPTION	EQUIPMENT MANUFACTURERS/ SUPPLIERS		AMOUNT OF DEDUCTION FOR SUBSTITUTION
		Base Bid	Substitute	
33 12 00	System Supplier	Heyward Services		\$
33 12 00	Variable Frequency Drive	Square D		\$
40 95 00	SCADA System Supplier	CITI, LLC		\$

5.03 Bidder shall complete the Work in accordance with the Contract Documents for the following TOTAL LUMP SUM BID PRICE:

delete text, and leave this blank for the contractor to fill in

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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be Substantially Complete within **308 CONSECUTIVE CALENDAR DAYS**, after the date when the Contract Time commences to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions within **365 CONSECUTIVE CALENDAR DAYS**, of the date when the Contract Time commences to run.

6.02 Bidder accepts the provisions of the Agreement as to Liquidated Damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

ADDENDUM 1 Changes

ARTICLE 8 – BID CERTIFICATION

8.01 THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

SIGNATURE: _____

DATE: _____

8.02 We agree to diligently perform the Work in accordance with all Contract Documents, to complete such Work within the period as outlined in the Contract, and to begin Work within ten (10) consecutive calendar days after receipt of the Notice to Proceed from Orange Water and Sewer Authority.



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A. Days to achieve Substantial Completion, Final Completion, and Final Payment:

The Work shall be Substantially Complete in accordance with Paragraph 15.03 of the General Conditions within **308 CONSECUTIVE CALENDAR DAYS**, after the date when the Contract Time commences to run (Notice to Proceed), and Finally Complete and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **365 CONSECUTIVE CALENDAR DAYS** after the date when the Contract Times commence to run (Notice to Proceed).

B. Bidder accepts the provisions of the Agreement as to Liquidated Damage.

4.03 Liquidated Damages

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A. The Contractor and Orange Water and Sewer Authority recognize that time is of the essence for this Agreement and that the Orange Water and Sewer Authority will suffer financial and other losses if the Work is not completed within either or both the time of Substantial Completion and the time of Final Completion as specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expenses, and difficulties to both parties involved in proving or contesting in a legal or mediation preceding the actual loss suffered by Orange Water and Sewer Authority, if the Work is not completed on time. Accordingly, instead of requiring any such proof of losses, it is agreed that the Contractor shall be liable for and pay the following amounts to Orange Water and Sewer Authority as Liquidated Damages, and not as a penalty:

Completion Milestone Date	Liquidated Damages (per day)
Date of Substantial Completion	\$1,500
Date of Final Completion	\$1,500

B. Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

4.05 Weather Related Delays

A. Contractor's requests to extend Contract Time based on weather related delays shall be made in writing and shall be made with reference to the table below as the reasonably expected weather conditions for a given month. Contractor will still need to demonstrate the adverse effect on the construction schedule. Unless Orange Water and Sewer Authority agrees otherwise, the weather conditions must be shown by use of data, submitted by the Contractor, from either the National Weather Service (NWS) for Carrboro, North Carolina or NWS readings from a location closer to the site than Carrboro, North Carolina, and not by use of weather readings on the Site or by the Contractor. Delay days will not be granted for days the Contractor cannot demonstrate they were going to be actively working on the construction site. Notwithstanding the General Conditions, in order to request an



delete this sentence

- 9) Bearing spiders.
 2. VFD manufacturer is Square D.
 3. Motor manufacturers are US Electric Motors or General Electric.
 4. Pump system supplier is Heyward Services, of Charlotte, North Carolina.
- B. Equal products of other manufacturers complying with these Specifications may be provided as outlined in the Proposal.
- C. Technical services:
1. Pumps: Provide service of the pump supplier's factory certified service technician, complying with Section 01 79 00 and the following:
 - a. Erection and installation instruction: One day, one trip.
 - b. Sole plate installation verification: One day, one trip.
 - c. Start-up and training: two days, one trip.
 - d. Six months after start-up: One day, one trip.
 2. Variable frequency drives:
 - a. A certified field start-up engineer from the VFD manufacturer shall perform start-up supervision services.
 - b. Provide service of a factory certified service technician, specifically trained on the type of equipment specified herein and complying with Section 01 79 00 at the following times:
 - 1) Installation and erection instruction: One day, one trip.
 - 2) Start-up and training: two days, one trip.
 - 3) Six months after start-up: One day, one trip.
 - c. The technician shall advise on installation, and inspect, test and start-up all VFD equipment provided
 - d. All equipment required for testing, start-up and performance verification shall be provided by the technician.
 - e. At a minimum, the start-up shall include:
 - 1) Pre-power check:
 - a) Inspect the VFD's mechanical and electrical devices.
 - b) Perform a tug test on all internal connections.
 - c) Verify critical mechanical connections for proper torque requirements.
 - d) Verify and adjust mechanical interlocks for permanent location.
 - e) Confirm all sectional wiring is connected properly.
 - f) Re-verify control wiring from any external control devices.
 - g) Set-up all VFD internal power supplies and control circuits.
 - h) Confirm cabling of line-to-VFD and VFD-to-motor.
 - i) Megger motor resistances.
 - 2) VFD power-up and commissioning:
 - a) Apply voltage to the VFD and perform operational checks.
 - b) Bump motor and tune VFD to the system attributes.
 - c) Run the VFD/motor system throughout the operational range to verify proper performance.
 - d) Record all measurements.