AMENDMENT TO REQUEST FOR PROPOSAL
UAF Power Plant Superheater Tubing Replacement
Boilers #1 & #2

REQUEST FOR PROPOSAL NO. 11P0004RD
Procurement Officer: Rick Danielson
Issue Date: November 23, 2010

ISSUED TO:
All Prospective Offerors

Dear Vendor:

The following clarifications, revisions, and changes have been made to Request for Proposal No. 11P0004RD for UAF Power Plant Superheater Tubing Replacement:

This amendment does not provide for a change in the solicitation closing date; Thursday, January 13, 2011, 5:00PM local time.

Informational Note: State Of Alaska, Department Of Labor has been contacted for a determination as to whether this service must be performed under the Alaska Little Davis-Bacon act.

This amendment requires acknowledgement, please see the final page.

Please note the revised link to the original solicitation: http://www.uaf.edu/procurement/link-for-community-and-ve/current-solicitations/fy11-solicitations/

Please note, additional schematics and drawings have been provided at: http://fs8.fs.uaf.edu/bast/BAST%20GA%20Drawings/ http://fs8.fs.uaf.edu/bast/BAST%20Drawings%20Add2/

Original attachment & drawing site: http://fs8.fs.uaf.edu/bast/BAST%20Drawings/

State Of Alaska, Department Of Labor and Workforce Development provided a determination on whether this project is subject to prevailing wage statutes. They have found that specific activities are bound by, and require compliance with Alaska Statute (AS) Title 36 (LDBA). Their findings and stipulations are attached to this amendment, all proposals and offerors are required to comply to their findings as defined, and the determination document is now integrated as part of the specification of RFP 11P0004RD.
The following section contains answers to questions provided in writing for clarification:

Q) Will there be another organized site visit?
A) Based upon the requirement for Contractor ACM removal, an additional site visit period will be made available by appointment, limited to the following days and times. Appointments must be made 24 hours prior to the day selected for visit:
   January 5, 6, or 7 between the hours of 9 AM and 3 PM
   Appointments can be made by contacting the project engineer, Piotr Kawka at:
   Phone (907) 474-2780
   Cell (907) 590-3907
   e-mail pjkawka@alaska.edu
   This site visit will be to review and inspect the equipment, and provide for ACM specification review of existing equipment configurations.

Q) Is the contractor responsible to understand details and implication of the roof construction, the retrofit Sootblower soot blower and the refractory in the SPHT area?
A) See the additional available drawings as noted on page #1 of this amendment. In addition, the Contractor should assume that all insulation and refractory internal to the boiler is ACM. The Contractor shall test refractory materials for ACM once the boiler is cool enough to proceed with entering. If the refractory materials are not ACM, UAF shall request reduction for the difference in the handling of ACM and non ACM materials.

Q) Has the UAF provided to W&H the case information we sent you?
A) No, UAF has submitted the current solicitation with the scope of work and specification applicable to this project to the State Of Alaska, Department Of Labor for prevailing wage determination.

Q) Will the duration of the boiler outage remain the same? Will the contractor be responsible to include the abatement work within this time frame?
A) The project timeline will remain unchanged. Abatement indicated as Owner (UAF) performed abatement has now become Contractor performed abatement (amendment #1). The offeror should provide in your methodology submission your plan for providing ACM abatement with-in the overall schedule timing as it has been specified. Movement of tasks within that time frame will be evaluated for reasonable and necessary as part of the scope. UAF will encourage and evaluate double shifts as being more reasonable than it would for project extensions.

Q) We would like to do a Site Visit prior to bid.
A) Please note the response in the first question.

Q) Do the boilers have enclosed penthouse areas above the casing and headers?
A) As referenced on the cover page, UAF has provided all existing drawings and schematics available. The information, as provided is all the information UAF has on the boilers.

Q) Have the superheater tubes in these boilers been replaced previously?
A) No, they are original to the boiler.

Q) Is there a Boilerhouse GA drawing available showing the boiler position in the boilerhouse, any existing platforms, available access, etc.?
A) All available drawings applicable have been provided. Based on the age of some of these documents, we can not guarantee accuracy. Offeror site visit is highly encouraged to determine the current state of the site, access, work area, and staging available for the project.

Q) Will the contractor be allowed to rig from any existing boilerhouse structures?
A) Yes, however, the Contractor shall be responsible for any structural analysis required to verify the rigging loads and methods are acceptable.

Q) Are the replacement superheaters components that are due mid March being supplied with any material handling equipment available for the contractor’s use?
A) UAF will coordinate with the Contractor for a material staging area at the exterior of the Utility Operations Facility, as close and convenient to the work site as is reasonable. The Contractor shall be responsible for any further material handling requirements.

OPERATIONAL GENERAL NOTE: As required, the Contractor shall provide for full insurance coverage in the limits as specified, UAF shall be listed as an additional insured on the certificate. Contractor damage to the new, replacement tubes in the handing or installation shall be the responsibility of the Contractor, and any work delays resulting in that damage may result in the application of liquidated damages for the additional costs incurred to UAF while operating on alternative fuel for the steam and electrical generation for UAF Facilities.

Additionally, this clause, as stated, in full shall become a part of this solicitation, and proof of this insurance required from the Contractor;

**Builders Risk:** The Contractor shall purchase and maintain in force builders risk insurance on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the owner provided materials. The insurance shall apply on a replacement cost basis. The insurance shall name as additional insureds the Owner and all Subcontractors and Sub-subcontractors in the work. The policy shall cover the cost of removing and re-installing damaged materials, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation. The builders risk insurance shall be written to cover all risks of physical loss except those specifically excluded in the policy, and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, and collapse. Any deductible applicable to the insurance shall be identified in the contract documents and the responsibility for paying the part of any loss not covered because of the operation of such deductible shall be borne by the Contractor. The builders risk insurance shall be maintained in effect, unless otherwise provided for in the contract documents, until the earliest of the following dates:

- a The date on which all persons and organization who are insureds under the policy agree in writing that it is terminated;
- b the date on which final payment of this contract has been made;
- c the date on which the insurable interests in the property of all insureds other than Owner have ceased.

If Owner is damaged by the failure of Contractor to maintain insurance as required in this section, then Contractor shall bear all reasonable costs properly attributable to that failure. Owner and Contractor waive all rights against each other and each of the Subcontractors, Sub-subcontractors, officers, directors, agents, and employees, for recovery for damages caused by fire and other perils to the extent covered by builders risk insurance or any other property insurance applicable to the work. The policy shall specifically permit partial or beneficial occupancy at or prior to Substantial Completion or final acceptance of the entire Work.
All changes in the solicitation have been either highlighted, colored font, or strike through, and include the following actions:

Addition of builders risk insurance noted above.
Notation and links to additional drawings and schematics as referenced on page #1
Inclusion of the document dated 12/20/2010 from State of Alaska, DOLWD, Title 36 determination

All other terms and conditions remain the same.

Sincerely,

UNIVERSITY OF ALASKA FAIRBANKS

[Signature]

Rick A. Danielson
Contracting Officer
ACKNOWLEDGMENT; Amendment #2, RFP11P0004RD, UAF Power Plant Superheater Tubing Replacement, Boilers #1 & #2
This Amendment must be signed and returned with your proposal or otherwise acknowledged prior to the closing date and time listed above. If you have already submitted a proposal and need to make corrections, submit a corrected proposal prior to the closing. The solicitation closing date is Thursday, January 13, 2011, 5:00 PM

Acknowledge amendment #2 – 4 pages; _______
Initial

Acknowledge SOA-DOLWD Attachment, 3-pages; _______
Initial

_________________________________ __________________________________
Offeror        Name & Title

_________________________________ __________________________________
Signature        Date
December 20, 2010

Rick A. Danielson
Contracting Officer
University Of Alaska Fairbanks
P.O. Box 757940
Fairbanks, AK 99775-7940

RE: RFP 11P00040RD; UAF POWER PLANT SUPERHEATER TUBING REPLACEMENT BOILER #1 & #2

You have asked the Department of Labor and Workforce Development (DOLWD) for a “special wage rate” determination for the above-mentioned project. Public construction is defined by statute as follows:

AS 36.95.010(3). Public Construction or Public Works: means the on-site field surveying, erection, rehabilitation, alteration, extension or repair, including painting or redecorating of buildings, of highways or improvements to real property under contract for the state, a political subdivision of the state, or a regional school board.

DOLWD reviewed the provided specifications for the Replace Superheater tubing, steam Inlet/Outlet and Intermediate headers in Boilers 1 & 2 Request For Proposal, and has made the following determination. DOLWD has identified and listed the specific activities below that if awarded as written to a contractor the work performed would trigger compliance with the Alaska Statute (AS) Title 36 (LDBA).

Remove boiler insulation (non-asbestos) and lagging and interior refractory as needed. Asbestos insulation will be removed by the Owner. Repair any refractory damage as a result of superheater tube (and headers) demolition and installation as needed. Provide and install calcium silicate insulation on all exposed high temperature steam components as described in attached “High Temperature Mechanical Insulation” specification.
Demolish and dispose of the existing tubes and superheater inlet/outlet, and intermediate headers.
Install two (2) owner supplied sets of replacement superheater elements consisting of forty four (44) elements fabricated from 2” OD x .165” mwt SA-213 T-22 tubing.
Install two (2) owner supplied superheater Inlet/Outlet headers fabricated from 10” sch. 80, SA -335 Gr. P11 pipe. Each header will be furnished complete with all connections and (22) 2” OD X 0.165” mw tube stubs, SA-213 Gr. T22 for field welding to new superheater elements.
Eight (8) 2 1/2” OD X 0.120” mw tube stubs, SA-178 Gr. A will be included in each header for field welding to existing superheater supply tubes.
Install two (2) owner supplied superheater Intermediate headers fabricated from 10” sch. 80, SA-106 Gr. B pipes. Each header will be furnished complete with all connections shown and
(22) 2” OD X 0.165” mw tube stubs, SA-213 Gr. T22 for field welding to new superheater elements. All machined type handholes will be eliminated.
Install six (6) per boiler, total of twelve (12), 1” owner supplied drain valves and reconnect to the existing piping.
Install one (1) per boiler, total of two (2), caps on the 1/2” steam sampler connection.
Install two (2) per boiler, total of four (4), owner supplied thermowells on the existing ¾” threadolets.
Install two (2) per boiler, total of four (4), 1” valves for pressure gauge connection.
Install two (2) per boiler, total of four (4), ¾” valves for vent connection.
Install four (4) per boiler, total of eight (8), caps on the 1-1/2” inspection ports.
Demolish, install and insulate eight (8) per boiler, total of sixteen (16), Owner supplied, superheater supply tubes no. 22 fabricated from 2-1/2 X 0.120” MW, SA-178 Gr. A
Install Owner furnished 6” non return steam valve (2 total)

DOLWD has concluded that these boilers fall under the determination of and can be viewed as real property, therefore any rehabilitation, alteration, repair or improvements made to these boilers by a contractor would be subjected to the provisions of Alaska Statute (AS) Title 36 (LDBA). The payment of prevailing wages and submission of certified payrolls would apply and be required.

It is DOLWD’s opinion that activities preformed by UAF’s staff would be considered the use of force account and such work would not be subject to the provisions of Title 36, the Little Davis-Bacon Act.
The contractor is to keep track of the total amount of charges that are subject to the Act. Once work subject to the Act exceeds $2,000.00, it triggers the application of Title 36. The prime contractor would then need to file a “Notice of Work” form to the Department and begin filing certified payrolls reflecting the applicable prevailing rates paid to workers for the “construction” items. If the total amount of the construction work meets $25,000.00 a 1% fee applies. This can be paid up front and submitted with the Notice of Work or sent in with the Notice of Completion at the end of the contract.

This opinion is limited to the factual circumstances discussed and is not applicable to other projects or factual situations. If you have other questions, please call me at 451-2886.

Sincerely,

[Signature]

Andrea Quintyne
Wage & Hour Investigator
Wage and Hour Administration
Fairbanks Regional Office