

April 18, 2025

**TO:** All Planholders of Record

**RE:** Addendum No. 2

Digester Blower Upgrades

City of Kenai

This addendum consists of two (2) pages and twenty-three (23) pages of attachments.

**Bid Closing date and time remain unchanged.**

Bidders must acknowledge the receipt of this addendum in writing on the Bid Proposal. This addendum amends and/or supplements the contract documents. Contract document provisions not specifically amended herein remain in full force and effect.

**CLARIFICATIONS/EXPLANATIONS:** In response to questions posed.

1. Q: Please verify if heat trace is needed below finish grade for piping coming out of the digester.  
A: As shown on the plans, heat trace is not proposed below finish grade.
2. Q: Please verify if the mounting bracket for digester probes will be provided by blower manufacturer or by contractor.  
A: See revised Blower Manufacturer's Scope of Supply attached.
3. Q: The analyzer controller is not shown on I1.02. Is it part of the Blower Manufacturer's Scope of Supply?  
A: The 'AIT' designation on I1.02 covers both the instrument and transmitter. See revised Blower Manufacturer's Scope of Supply attached. The Analyzer Controller is listed as part of that scope.
4. Q: Please verify the circuit used for the heat trace controller.  
A: See sheet E0.2 Panel schedule 'XA'. The heat trace controller will use either of the heat trace circuits (9 or 11) for power.

Civil  
Engineering

Geotechnical  
Engineering

Transportation  
Engineering

Aviation  
Engineering

W/WW  
Engineering

Environmental  
Services

Surveying &  
Mapping

Construction  
Administration

Material  
Testing

**BIDDING AND CONTRACT DOCUMENTS:**

A. Modification to Invitation to Bid.

- 1) Instructions to Bidder: Delete in its entirety and replace with the attached Instructions to Bidder, which updates the list of items required to be included in the bid package under Section 9 on Page 4 to match Bidder's Checklist.
- 2) Bidder's Checklist: Delete in its entirety and replace with the attached Bidder's Checklist, which updates the evaluation of bid responsiveness to be accomplished in accordance with "Kenai Municipal Code."
- 3) Bid Form: Delete in its entirety and replace with the attached Bid Form, which  
1) Updates the list of items required to be included in the bid package on Page 1 to match Bidder's Checklist, 2) Updates the list of documents the City is to receive within 10 days to match the Bidder's Checklist, and 3) Updates Item Number A-2 in Schedule A of the Base Bid to reflect the Build America Buy America Requirement being waived as more fully described in Clarification 01-01 on Addendum 01 dated April 15, 2025.

B. Modification to Appendix B. Specifications.

- 1) Specification 07 42 13: Delete in its entirety and replace with the attached specification which updates the specified metal wall panel as more fully described in the revised specification.

C. Modification to Appendix F. Blower Manufacturer's Scope of Supply.

- 1) Blower Manufacturer's Scope of Supply: Delete Appendix F. in its entirety and replace with the attached Appendix F. which more clearly identifies the Scope of Supply and updates lead times as more fully described in the revised specification.

**Attachments:**

Instructions to Bidder (8 pages)

Bidder's Checklist (1 page)

Bid Form (3 pages)

Appendix B. Specification Section 07 42 13 (6 pages)

Appendix F. Blower Manufacturer's Scope of Supply (5 pages)

END OF ADDENDUM NO. 2

# **CITY OF KENAI INSTRUCTIONS TO BIDDER**

## **1. GENERAL**

These instructions specify the form and procedures for the submission of a complete and acceptable bid. To obtain addenda in a timely manner, you should be on the City of Kenai's plan holder's list. Downloading project specifications and drawings from the City website or other online plans rooms does not place you on the City's plan holder's list. To be added to the plan holder's list, please contact the Public Works Department Administrative Assistant by phone at (907) 283-8236 or by email at [purchasing@kenai.city](mailto:purchasing@kenai.city).

Project Name: Kenai WWTF Digester Blowers Upgrade

Release: March 27, 2025

Pre-Bid Meeting: April 9, 2025, at 10 am. at City Hall.

Zoom details are available on the City Web.

Last Day for Questions: April 21, 2025 by 4PM

Bid Due Date and Time: April 29, 2025 by 2PM

## **2. EVIDENCE OF QUALIFICATIONS**

Upon request of the City, a Bidder whose bid is under consideration for the award of the Agreement, shall submit promptly to the City, satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature, and the organization and equipment they have available for the performance of the Agreement.

## **3. BIDDER QUALIFICATIONS**

Before the bid is considered for award, the City reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or provide a current financial statement prepared by a Certified Public Accountant. The City shall determine whether a Bidder is responsible on the basis of the following criteria:

- The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
- The Bidder's record for honesty and integrity.
- The Bidder's capacity to perform in terms of facilities, personnel, and financing.
- The Bidder's past performance under City Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the City, the Bidder may be determined as a non-responsible Bidder.
- A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder has made a material misrepresentation, the City shall have the right to terminate the Agreement for the Contractor's breach, and the City may then pursue such remedies as provided in the Agreement Documents or as provided by state statute, City code, or as appropriate.

Any final determination that a Bidder is non-responsible will be made by the City Manager. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

#### **4. CONDITIONS AFFECTING THE WORK**

The Bidder shall examine carefully the site(s) of the proposed work and the bid documents before submitting a bid. The submission of a bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the bid documents.

The City assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the bid documents or Addenda.

The Bidder shall include in their bid, sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

If information or documentation required for submitting an accurate and complete bid is absent from these documents, the Bidder is required to notify the Public Works Director by facsimile (907) 283-3014, or by e-mail to [purchasing@kenai.city](mailto:purchasing@kenai.city).

#### **5. SECURITY TO BE FURNISHED BY BIDDER**

If the bid exceeds \$100,000, a certified check, bank cashier's check, or bid bond, made payable to the City of Kenai amount equal to five (5%) percent of the total bid, shall accompany each bid as evidence of good faith, a guarantee that if awarded the agreement, the Bidder will execute the agreement and give bond as required. All Bidder's checks or bid bonds will be retained until the successful Bidder has entered into a satisfactory agreement and furnished bonds, as required. The successful Bidder shall furnish the City a Performance and Payment bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement. The bonds must be furnished prior to the City's execution of the Agreement. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work, and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. These bonds, in whatever amount required by the specific agreement, shall be administered and deemed governed by the provisions of Alaska Statutes Title 36, Chapter 25, and shall comply with all requirements for payment and submission of claims as provided by that chapter.

#### **6. LICENSING**

Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain license(s). All Bidders are required to furnish with their bid, the applicable, current licenses required to perform the work. Applicable licenses may include the following: Contractor's License, Specialty Contractor License, and Alaska Business License. Failure to submit license(s) with the bid may result in rejection of the Contractor's bid.

## **7. TAX COMPLIANCE CERTIFICATE**

No agreement will be awarded to any individual or entity that is in violation of the tax laws of the City of Kenai or the Kenai Peninsula Borough unless the violation is cured within ten business days of notice. The Tax Compliance Certificate must be signed by the Bidder only and submitted with the bid. The City will obtain verification of tax compliance from the Kenai Peninsula Borough for the successful bidder. Bids submitted without a completed Tax Compliance Certificate may be considered non-responsive.

## **8. INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS**

Bidders shall notify the Public Works Director promptly of any error, omission, or inconsistency that may be discovered during examination of the bid documents and the proposed work site(s). Requests from Bidders for interpretation or clarification of the bid documents shall be made in writing to the Public Works Director and shall arrive no later than the time and date specified in Section 1 of these Instructions to Bidders. Questions may be faxed to (907) 283-3014 or emailed to [purchasing@kenai.city](mailto:purchasing@kenai.city). The subject line of the email or fax must include the name of the project.

Oral questions may be presented at a pre-bid conference if one is provided for in Section 1 of these Instructions to Bidders. Interpretations, corrections, or changes, if any, to the bid documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the Public Works Director. Only written interpretations or corrections by Addendum shall be binding, and no other forms of interpretation or correction will be binding on the City of Kenai.

It is the Bidder's sole responsibility to ascertain that they have received all Addenda issued by the City of Kenai. Addenda will be issued electronically and/or by facsimile. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addenda have been issued, write or type "zero" or "N/A" on the Bid Form in the space provided.

## **9. PREPARATION AND SUBMISSION OF BIDS**

- Bids must be received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- Bids must be submitted on the Bid Form furnished. Bids must be completed in ink or by typewriter, and must be manually signed by an authorized person. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change in ink.
- Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.
- It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of bids and are not to be taken to be either representations or

warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

- The Bid Form invites bids on definite plans and specifications. Only the amounts and information asked for on the Bid Form will be considered as the bid. Each Bidder shall bid upon the work exactly as specified and as requested on the Bid Form, and Bidders shall bid upon all alternates as indicated. When bidding on an alternate for which there is no charge, Bidder shall write the words “No Charge” in the space provided.
- One (1) complete bid package shall be completely sealed in an envelope clearly marked with the Bidder’s company name, and the “Project Name” and “Bid Due Date” specified in Section 1 of these Instructions to Bidders. A complete bid package shall include the following documents:
  1. Bid Form (3 Pages)
  2. Erasures or other changes made to the Bid Form initialed by person signing bid.
  3. Bid Bond with Power-of-Attorney (If Bid exceeds \$100,000.00)
  4. All addenda acknowledged on Bid Form or signed Addenda
  5. Applicable Licenses
  6. Bidder Qualification Form
  7. Subcontractors & Suppliers List
  8. Tax Compliance Certificate
  9. Non-Collusion Affidavit
- Electronic Proposals may be submitted to the City Website using the instructions included in the Appendix of this RFP.
- Bids received without all the required documents may be considered non-responsive. Bids received after the bid due date and time will be considered non-responsive and will not be accepted.
- No responsibility shall be attached to the City for the premature opening of, or the failure to open a bid not properly addressed and identified.
- Please note that overnight delivery from the Lower 48 States is generally not available. Prospective Bidders should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

## **10. MODIFICATION OF BIDS**

Bid modifications will be accepted by the City at [purchasing@kenai.city](mailto:purchasing@kenai.city) and binding upon the Bidder where the modification:

- is received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- does not identify the adjusted Bid Total price. Only adjustments to the sealed bid will be accepted. For example:
  - CORRECT – Decrease the Unit Bid Price of Item 20.22 Leveling Course by \$2.50 per ton and the Bid Total by \$2,500.

- CORRECT – Increase the Unit Bid Price of Item 90.16 Mobilization and Demobilization and the Bid Total by \$5,000.
  - INCORRECT – Decrease the Bid Total by \$5,000 for a new Total of \$95,000.
- is signed by the same individual who signed the original bid.

Should there be more than one bid modification from a Bidder, only the last modification received prior to the deadline shall be applied to the bid. All earlier modifications shall be disregarded.

Any modification which fails to meet any requirement of this section shall be rejected, and the bid shall be considered as if no modification had been attempted.

It is the Bidder's responsibility to confirm the City's receipt of any bid modification.

## **11. WITHDRAWAL OF BID**

At any time prior to scheduled closing time for receipt of bids, any Bidder may withdraw their bid, either personally or by written request.

After the scheduled closing time for receipt of bids, no Bidder will be permitted to withdraw their bid unless Notice of Award is delayed for a period exceeding forty-five (45) days.

A bid may not be withdrawn after opening without the written consent of the City.

## **12. ACCEPTANCE – REJECTION OF BIDS**

The City reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds said specifications and which is deemed to be in the best interest of the City. However, the requirements for timeliness and manual signatures shall not be waived. The City is not obligated to accept the lowest bid and is not responsible for bid preparation costs. AIP Grant requirements do require acceptance of the lowest bid, if the City chooses to move forward with the Project as Bid.

## **13. EXECUTION OF AGREEMENTS**

The successful Bidder shall be required to execute an Agreement for the work within ten (10) days after receiving the Notice of Award and Agreement documents from City; if Contractor does not return executed copies within this time, then, at the option of City, the bid may be rejected.

## **14. AWARD OF AGREEMENT**

Funds for this Project are subject to the receipt of an EPA grant. If sufficient funds are not received, this project shall be canceled at no cost to the City.

It is the intent of the City to award the bid to the lowest, qualified, responsive and responsible Bidder. Unless otherwise stated in the bid documents, the Agreement, if awarded, shall be awarded to the responsible Bidder who submits the lowest responsive bid. When bid documents contain a base bid and alternates, only the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

The amount of the Agreement shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the City and specified in the Agreement.

On all bids, Notice of Award or rejection will be given within forty-five (45) days of bid opening. The notice will be in writing and signed by the Public Works Director. A Notice of Intent to Award, and no other act of the City of Kenai or its representatives, constitutes an acceptance of a bid. The acceptance of a bid shall bind the successful Bidder to execute the Agreement.

#### **15. AGREEMENT AND PERFORMANCE AND PAYMENT BOND SIGNATURE INSTRUCTIONS WHEN BONDS ARE REQUIRED**

The successful Bidder shall insert the full name and business of the Contractor in the Agreement and on the Performance and Payment Bond, hereinafter the Bond.

If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Agreement and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint ventures have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power of Attorney shall accompany the executed Agreement and the Bond.

If the Contractor is a Limited Liability Company (LLC), a person with appropriate authority to bind the LLC shall execute the Agreement and Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

If the Contractor is a corporation, the President or Vice-President and Secretary or Treasurer of the corporation shall execute the Agreement and the Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

The Bond shall be returned undated as to Agreement Date. The Agreement Date shall be inserted on the Agreement when the City signs the Agreement and the Bond shall be dated the same as the Agreement Date.

#### **16. SPECIAL PROVISIONS**

If funded in part or in whole by a grant or grants, the contractor and their subcontractors will be required to comply with the requirements of these grants, including insurance and purchasing requirements, if any. If any permits are included with the bid documents, e.g. a U.S Corp of Engineers wetland permit, all conditions of this permit must be met by the Contractor and their Subcontractors.

#### **17. APPEAL PROCEDURE**

KMC 7.15.120 Appeal procedures.

(a) Any party submitting a bid or proposal for a contract with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the City in connection with the award of a City contract, may file a protest appeal with the City Clerk. All protest appeals must be to the City within five (5) calendar days of the issuance of the City's notice of its intent to award the contract. The appeal must be hand delivered, delivered by mail, or by facsimile and must comply with all requirements of this section. If the fifth day is a City-recognized holiday or a weekend, the deadline for appeal shall be the next work day. It is up to the protester to choose a method of delivery to assure timely receipt by the City.



(b) Rejection of Appeal. The Clerk shall reject an untimely or incomplete appeals. Such rejection shall be final and may be appealed to the Superior Court pursuant to the Court Rules of Appellate Procedure.

(c) The protest appeal must be in writing and shall include the following information:

(1) The name, address, e-mail, and telephone (and facsimile if available) numbers of the protester;

(2) The signature of the protester or the protester's representative;

(3) Identification of the contracting agency and the solicitation or contract at issue;

(4) A statement of the legal and factual grounds of the protest, including copies of relevant documents; and

(5) The form of relief requested.

(d) Stay of Award. If a timely and complete protest appeal is filed, the award of the contract shall be stayed until all administrative remedies have been exhausted, unless the City Manager determines in writing that award of the contract pending resolution of the appeal is in the best interests of the City.

(e) Notice and Response. Notice of the stay and protest appeal shall be delivered to any party who may be adversely affected by the City Manager's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.

(f) City Manager Decision. The City Manager shall issue a written decision to the appellant within ten (10) business days of the date the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided to any interested party requesting one. The decision may include any lawful action, including without limitation an amendment of all or any part of the recommended award. For good cause shown, the City Manager may extend the date for the decision for such additional period as may be necessary.

(g) If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy. In determining an appropriate remedy, the City Manager shall consider the circumstances surrounding the solicitation or procurement including the seriousness of the procurement deficiencies, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent the procurement has been accomplished, costs to the agency and other impacts on the agency of a proposed remedy, and the urgency of the procurement to the welfare of the City.

(h) Notwithstanding subsections (a) and (b) immediately above, if the City Manager sustains a bid protest appeal in whole or part, the protester's damages shall not exceed the reasonable bid or proposal preparation costs.

(i) Appeal to Superior Court. Appeals may be taken from the written decision of the City Manager within thirty (30) days of the date of the decision pursuant to Part VI of the Alaska Rules of Appellate Procedure.

(Ord. 2852-2015)

## **18. COMPLIANCE OR ACCEPTED ALTERNATES TO SPECIFICATIONS**

Bidder hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless alternates have been deemed acceptable by the City. Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Alternates will be approved via addenda, and only via addenda. Request for alternates must be submitted no later than the Last Day for Questions in the Advertisement for Bid. An alternate must be requested via email sent to the addresses in section 1 with an explanation giving in detail the extent of the alternate, the reason for which it is requested, and why the City should approve the alternate. Provide as much detail as possible. If multiple models or options are provided with your submittal data clearly indicate which you are

requesting. The City of Kenai will be the sole judge of whether an alternative is acceptable to the items specified.

## **19. Insurance Requirements**

Please see Section 7.2 of the General Conditions for full detail of Insurance Requirements. Contractor will be required to provide an Insurance Certificate at time of contract in compliance of the requirements.

**BIDDER'S CHECKLIST**  
**INSTRUCTIONS TO BIDDER**

**I. GENERAL**

Bidders are advised that, notwithstanding any instructions or implications elsewhere in this Invitation to Bid, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid time, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet shall be justification for rendering the bid nonresponsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Kenai Municipal Code.

**II. REQUIRED DOCUMENTS FOR BID**

**NOTE:** "Only the following listed items as marked with an "X" are required to be completely filled out and submitted with the bid."

- ☒ Bid Form consisting of three pages. Page 3 must be manually signed.
- ☒ Erasures or other changes made to the Bid Form must be initialed by the person signing the bid.
- ☒ Bid bond, certified check, cashiers check, money order or cash shall be submitted with the bid in the amount of 5% of the bid.
- ☒ All Addenda issued shall be acknowledged in the space provided on the Bid Form or by manually signing the Addenda sheet and submitting it prior to the bid closing in accordance with Kenai City Code.
- ☒ All applicable licenses required to perform the work, including Contractor's License and Alaska Business License.
- ☒ Bidder Qualification Form
- ☒ Subcontractors & Suppliers List
- ☒ Tax Compliance Certificate
- ☒ Non-Collusion Affidavit

**CITY OF KENAI  
BID FORM**

TO: CITY OF KENAI  
Public Works Department  
210 Fidalgo Avenue  
Kenai, Alaska 99611-7794

From: \_\_\_\_\_  
Name of bidder's Company or Business Entity

**BIDDER'S DECLARATION & UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the Bidder has carefully examined the Addenda, Specifications and Drawings, Agreement, General Conditions, and Instructions to Bidders (hereinafter called "Bid Documents"), and the location(s) where work is to be performed for the project, and that the Bidder has satisfied themselves as to the quantity and condition of work involved.

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

The Bidder further declares that the only person or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Kenai, and that the Bid is made without any connection or collusion with any person submitting another Bid.

The Bidder agrees not to withdraw this bid within forty-five (45) days after the actual date of the bid opening.

**DOCUMENTS TO SUBMIT WITH THIS BID**

1. Bid Form (3 Pages)
2. Erasures or other changes made to the Bid Form initialed by person signing bid.
3. Bid Bond with Power-of-Attorney (If Bid exceeds \$100,000.00)
4. All addenda acknowledged on Bid Form or signed Addenda
5. Applicable Licenses
6. Bidder Qualification Form
7. Subcontractors & Suppliers List
8. Tax Compliance Certificate
9. Non-Collusion Affidavit

**DOCUMENTS THE CITY OF KENAI IS TO RECEIVE WITHIN 10 DAYS  
AFTER NOTICE OF AWARD**

The Bidder agrees that if this Bid is accepted he will deliver to the City of Kenai, within ten (10) calendar days of Notice of Award, the following:

1. Executed Agreement
2. Certificate(s) of Insurances\*
3. Construction Schedule
4. Performance and Payment Bond

5. Power of Attorney and/or Corporate Resolution (See Instructions to Bidders)

\*The City shall be named as an additional insured on General Liability and Automobile Liability insurances with respect to the performance or failure to perform under this Agreement.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder agrees to commence and complete work as follows:

**KENAI WWTF DIGESTER BLOWERS UPGRADE**

All work, including administrative submittals must be 100% complete on or before January 15, 2026.

TIME OF COMMENCEMENT AND COMPLETION: Work shall commence upon receipt of the Notice to Proceed (NTP). A Notice of Award (NOA) is anticipated on May 22. Funds for this Project are subject to the receipt of an EPA grant. If sufficient funds are not received, this project shall be canceled at no cost to the City.

The contractor has ten days after NOA to provide the required paperwork per the bid documents. The NTP will be issued within 5 business days after receipt of contractor's paperwork. All work must be substantially completed on or before December 15, 2025. Liquidated damages will be charged against the Contractor as provided below.

LIQUIDATED DAMAGES. Liquidated damages will be charged as provided for in the Agreement Documents in the amount of One Thousand Dollars (\$1,000.00) for each calendar day. Additional project constraints with liquidated damages are detailed in Specification Section 01 14 00.

**BID TABULATION AND SUMMARY**

Bidder agrees to perform all of the work described and per the conditions in the Bid Documents for the prices stated on this Bid Form.

Prices are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in the extension of prices, the unit price will govern. Bidder understands that the City reserves the right to reject any or all bids and to waive irregularities in the bidding.

BID GUARANTEE: The Undersigned further agrees that the check or bid bond accompanying the bid is left in escrow with the City, that the amount of the check or bond is the measure of damages which the City will sustain by failure of the Undersigned to deliver said documents within ten (10) days after written notice of the award of contract to him or her, and that check shall become the property of the City, or the bid bond shall remain in full effect, should he or she so fail. But if this bid is not accepted within forty-five (45) days of the date set for the opening thereof, or if accepted and the Undersigned delivers said Agreement, and performance, and labor, and material payment bonds as required, the check shall be returned to him or her and the bid bond shall become void.

**EXECUTION OF BID**

Bidder shall complete and submit all pages of the Bid Form.

I have received the Bid Documents for the Project: **DIGESTER BLOWERS UPGRADE**

I have received Addenda No(s) \_\_\_\_\_ and have included there provisions in my proposal.

I have examined both the Bid Documents and the work locations, and submit the following bid with the understanding that I agree:

- 1. To hold my bid open forty-five (45) consecutive calendar days.
- 2. To accept the provisions of the Bid Documents.
- 3. To enter into and execute an Agreement, if awarded, on the basis of my Bid.
- 4. To furnish all labor and materials and to accomplish the work in accordance with the Bid Documents.
- 5. To complete the project as specified above in TIME OF COMPLETION.

**BASE BID – KENAI WWTF DIGESTER BLOWERS UPGRADE:** (All work as required in Schedule A in accordance with Specifications and Drawings)

Item Number	Pay Item Description	Unit	Estimated Quantity	Unit Bid Price (Figures only)	Amount Bid (Figures only)
A-1	Digester Blowers Upgrade, Complete	Lump Sum	1		
A-2	APGN Blower Equipment	Lump Sum	1	\$450,280	\$450,280

\$ \_\_\_\_\_  
(In figures)

\$ \_\_\_\_\_ Dollars  
(Amount Written in Words)

An Agreement shall not be formed and no rights shall exist under the Agreement until the final Agreement is fully executed by all parties. Bidder agrees to commence work immediately upon full execution of the Agreement or such later time as defined in a Notice To Proceed.

**If provided a Notice of Award, Bidder agrees to execute and perform the Agreement in accordance with the Bid Documents.**

**By executing this Bid I certify that I have authority to bind the Company or Business Entity submitting this bid.**

\_\_\_\_\_  
Name of Company or Business Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

## SECTION 07 42 13 - METAL WALL PANELS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Manufactured metal panels for exterior wall panels and interior liner panels, with related flashings and accessory components.

#### 1.2 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

#### 1.3 SUBMITTALS

- A. See Section 01 33 00 - Submittal Procedures for submittal procedures.
- B. Product Data - Wall System: Manufacturer's data sheets on each product to be used, including:
  - 1. Physical characteristics of components shown on shop drawings.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation instructions and recommendations.
- C. Shop Drawings: Indicate dimensions, layout, joints, construction details, support clips, and methods of anchorage.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect panels from accelerated weathering by removing or venting sheet plastic shipping wrap.
- B. Store prefinished material off the ground and protected from weather; prevent twisting, bending, or abrasion; provide ventilation; slope metal sheets to ensure proper drainage.
- C. Prevent contact with materials that may cause discoloration or staining of products.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

#### A. Metal Wall Panels - Exposed Fasteners:

1. Basis of Design Manufacturer: Metal Sales Manufacturing Corporation; (866) 640-7663; Web: [www.metalsales.us.com](http://www.metalsales.us.com).
2. Substitutions: See Section 01 25 00 - Substitution Procedures.

### 2.2 METAL WALL PANEL SYSTEM

#### A. Wall Panel System: Factory fabricated prefinished metal panel system, site assembled.

1. Provide exterior wall panels and interior liner panels.
2. Design and size components to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of wall.
  - a. Wind Loads: Determine loads based on uniform pressure, importance factor, exposure category, and basic wind speed indicated on structural drawings.
3. Maximum Allowable Deflection of Panel:  $L/180$  for length(L) of span.
4. Movement: Accommodate movement within system without damage to components or deterioration of seals, movement between system and perimeter components when subject to seasonal temperature cycling; dynamic loading and release of loads; and deflection of structural support framing.
5. Drainage: Provide positive drainage to exterior for moisture entering or condensation occurring within panel system.
6. Fabrication: Formed true to shape, accurate in size, square, and free from distortion or defects; pieces of longest practical lengths.
7. Corners: Factory-fabricated in one continuous piece with minimum 2-inch returns.

#### B. Exterior Metal Wall Panels:

1. Basis of Design Product: Subject to compliance with requirements provide Metal Sales Manufacturing Corporation, Low Rib Series T7 Wall Panel.
  - a. Panel coverage: 36 inches.
  - b. Rib Configuration: Trapezoidal, 9 inches on center.



- c. Rib Height: 1-1/2 inch.
- d. 20 ga Material: Zinc-coated steel sheet, ASTM A653, G90 coating designation, structural quality, Grade 33, 0.0356-inch minimum thickness.
- e. Attachment: Exposed, direct-fastened panel.
- f. Surface Finish: PVDF Kynar 500.
- g. Color: As selected by Architect from manufacturer's standard colors.

C. Interior Liner Panels:

- 1. Corrugated-Profile, Exposed Fastener Metal Panels: Structural metal panel consisting of formed metal sheet with alternating curved ribs, installed by lapping edges of adjacent panels.
  - a. Basis of Design: Metal Sales Manufacturing Corporation, 2.5" Corrugated Wall.
  - b. Coverage Width: 24 inches.
  - c. Continuous Rib Spacing: 2-2/3 inches on center.
  - d. Rib Height: 1/2 inch.
  - e. Nominal Coated Thickness: 26 gauge.
  - f. Panel Surface: Smooth.
  - g. Exterior Finish: Modified Silicone-Polyester Two-Coat System: 0.20 – 0.25 mil primer with 0.7 – 0.8 mil color coat.
  - h. Color: As selected by Architect from manufacturer's standard colors.

D. Internal and External Corners: Same material, thickness, and finish as exterior sheets; profile to suit system; shop cut, and factory mitered to required angles.

E. Trim: Same material, thickness and finish as exterior sheets; brake formed to required profiles.

F. Anchors: Galvanized steel.

## 2.3 MATERIALS

- A. Precoated Steel Sheet: Hot-dipped galvanized steel sheet, ASTM A653/A653M, Structural Steel (SS) or Forming Steel (FS), with G90/Z275 coating; continuous coil-coated on exposed surfaces with specified finish coating and on panel back with specified panel back coating.

## 2.4 ACCESSORIES

- A. General: Provide complete metal panel assembly incorporating base, corner, and opening trims and miscellaneous flashings, in [manufacturer's standard profiles] [profiles as indicated]. Provide required fasteners, closure strips, support plates, and sealants as indicated in manufacturer's written instructions.
- B. Flashing and Trim: Match material, thickness, and finish of metal panel face sheet.
- C. Panel Fasteners: Self-tapping screws and other acceptable fasteners recommended by metal panel manufacturer.
  - 1. Exposed Fasteners: Long life fasteners with EPDM or neoprene gaskets, with heads matching color of metal panels by means of factory-applied coating.
- D. Joint Sealers: Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:
  - 1. Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Examine metal panel system substrate and supports with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panel installation.
  - 1. Inspect metal panel support substrate to determine if support components are installed as indicated on approved shop drawings. Confirm presence of acceptable supports at recommended spacing to match installation requirements of metal panels.
  - 2. Panel Support Tolerances: Confirm that panel supports are within tolerances acceptable to metal panel system manufacturer but not greater than the following:
    - a. 1/4 inch in 20 foot in any direction.
- B. Correct out-of-tolerance work and other deficient conditions prior to proceeding with metal panel system installation.

### 3.2 PREPARATION

- A. Miscellaneous Support: Install subframing, girts, furring, and other miscellaneous panel support members according to ASTM C 754 and manufacturer's written instructions.

- B. Flashings: Install flashings to cover exposed underlayment per Section 07 62 00 "Sheet Metal Flashing and Trim."

### 3.3 METAL PANEL INSTALLATION

- A. Exposed Fastener Metal Wall Panels: Install weathertight metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal panels in orientation, sizes, and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. Panel Sealants: Install manufacturer's recommended tape sealant at panel sidelaps and endlaps.
- C. Panel Fastening: Attach panels to supports using screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.
  - 1. Fasten metal panels to supports at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
  - 2. Provide weatherproof jacks for pipe and conduit penetrating metal panels of types recommended by manufacturer.
  - 3. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

### 3.4 ACCESSORY INSTALLATION

- A. General: Install metal panel trim, flashing, and accessories using recommended fasteners and joint sealers, with positive anchorage to building, and with weather tight mounting. Coordinate installation with flashings and other components.
  - 1. Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
  - 2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
  - 3. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.
- B. Joint Sealers: Install joint sealers where indicated and where required for weathertight performance of metal panel assemblies, in accordance with manufacturer's written instructions.

3.5 CLEANING

- A. Remove site cuttings from finish surfaces.
- B. Remove protective material from wall panel surfaces.

3.6 PROTECTION

- A. Protect metal wall panels until completion of project.
- B. Touch-up, repair, or replace damaged wall panels or accessories before Date of Substantial Completion.

END OF SECTION 07 42 13



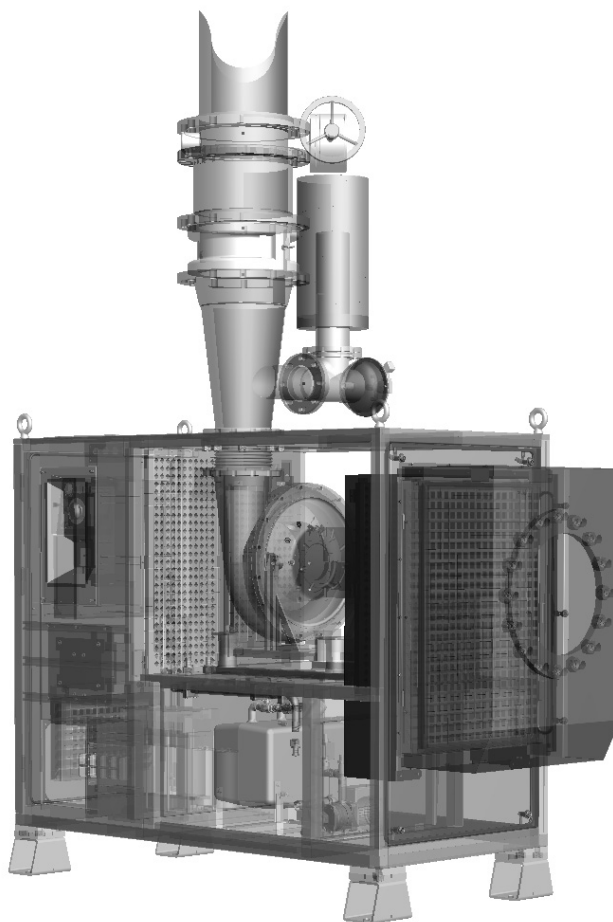
## City of Kenai, AK – Digester Blowers Upgrade

High Speed Turbo Blower

Scope of Supply  
Proposal # 01036-1590BR07

Submitted by:

APGN Inc. *dba* APG – Neuros



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**APGN Inc. *dba* APG-Neuros**

1270 Michèle-Bohec, Blainville, Québec J7C 5S4, Canada, Tel : (450) 939-0799

April 17<sup>th</sup>, 2025

Public Works Department,  
210 Fidalgo Avenue,  
Kenai, Alaska 99611

Reference: SECTION 43 11 01 HIGH SPEED TURBO BLOWERS

Subject: Request for Proposal – Supply of Digester Equipment

Dear Sir / Madame,

APG-Neuros is pleased to submit the following proposal in response to the above referenced inquiry. We confirm our Scope of Supply is in full compliance with the referenced specifications.

**APG-Neuros Turbo Blower Scope of Supply:**

**A.** Two (2) NX100-C070 APG-Neuros High Speed Turbo Blowers system packages, to be installed *indoors*, rated for conditions as shown on the specification, complete with integrated components as follows:

- Blower Core;
  - High Efficiency Forged Aluminum Impeller
  - Permanent Magnet Synchronous Motor
  - Dual Layer Bump-foil Air Bearings
  - Titanium Shaft
  - Sine-wave filter for cooler running motor
  - Internal vibration and dynamic effect Absorption Mounts
  - Internal Expansion Joint
- Blower Local Control Panel;
  - Allen Bradley PanelView Plus Touch Screen
  - Allen Bradley CompactLogix L24ER PLC
  - Voltage Surge Protection
  - Uninterruptible Power Supply for PLC - Industrial grade – (10 minutes)
  - Provisions for Remote Control capability via Ethernet, LAN or Hard wiring
- KEB Variable Frequency Drive and Inverter
  - UL, CE & CSA certified
  - Built in Speed measurement
  - Voltage Surge Protection
  - 3ph/60Hz/480 Volts
- Equipment Sensors & Instruments;
  - Temperature sensors for motor, bearing, inlet and discharge air flow
  - Pressure sensors for Ambient pressure, inlet and discharge conditions
  - Pressure sensor and alert for air filter condition

- Built in Flow Indication
- Built in vibration sensor and transmitter
- Harmonic Filter
  - Installed inside the blower enclosure
  - Passive type meets IEEE 519 Total Harmonic Distortion
- All above components within a sound attenuating NEMA 3R enclosure with;
  - 12" *Flanged* Inlet
  - 8" Discharge Expansion Cone
  - Coarse pre-filter Merv 8 rated
  - Pleated inlet air filters with >98% efficiency @ 10 microns

**B. Each blower is complete with following ship-loose items:**

- One (1) Blow-off bypass valve to blow off air flow during start/shutdown sequence
- One (1) Blow-off silencer to silence air flow during start/shutdown sequence
- One (1) Discharge check valve, wafer type, 8" – US Valve
- One (1) Discharge butterfly valve, lug type c/w handwheel operator, 8" - Bray
- One (1) Discharge flexible joint, EPDM (w/retaining rings and control rods), 8" – General Rubber
- One (1) Inlet flexible joint, EPDM (w/retaining rings and control rods), 12" – General Rubber
- One (1) External inlet filter/silencer c/w freeze discouragement, 12" – Endustra
- One (1) Solenoid valve for freeze discouragement
- One (1) Humidity & Temperature Sensor for freeze discouragement

**C. Blower Master Control Panel and Aeration Instruments:**

- One (1) Blower Master Control Panel - Allen Bradley CompactLogix L33ER PLC c/w PanelView Plus touch screen
  - Control and monitoring of digester blowers and instruments
  - Communication with Plant PLC
  - Freeze Discouragement System & Weather Station
  - Digester Decant Control
- One (1) pH & Temperature Probe (AIT-1-1), YSI
- One (1) DO Probe (AIT-1-2), YSI
- One (1) MLSS Probe (AIT-1-3), YSI
- One (1) TSS Probe (AIT-2-1), YSI
- One (1) Probe Controller, YSI
- One (1) Sensor holder, YSI
- Four (4) Sensor connection cable, YSI
- One (1) Level Transmitter (LIT-1-1), Siemens

**D. Submittal Information: Copies as required**

- Qualifications of APG-Neuros
- Quality of construction
- Power Guarantee
- Product Data
- Detailed Drawings
- Quality Control
- Certified Blower test
- Operation and Maintenance Manuals

**E. Payment Terms:**

- 10% on acceptance of Purchase Order
- 10% on issuance of Shop drawings
- 40% on release for production for material procurement
- 30% on delivery of equipment to site
- 5% on issuance of preliminary O&M Manual
- 5% on completion of start-up and acceptance by owner
- All invoices are to be paid Net 30 days
- APG-Neuros will bill if delivery does not occur within 30 days after completion of production and will store the equipment at no extra charge.
- 1.5% Interest charge per month will be added to past due accounts of 45 days and over
- Payment shall not be dependent on the buyer being paid by any third parties or equipment acceptance by owner.

**F. Factory Inspection and Tests**

- Witnessed Factory Acceptance Performance Test to ASME PTC-10 'Type 2' standard

**G. Technical Support**

- APG-Neuros will provide services of a qualified technician on site for blower start-up, field testing and operator training for a total of three (3) days, performed in one (1) trip to site.
- APG-Neuros will provide services of a qualified technician on site for MCP start-up, field testing and commissioning for a total of ten (10) days, performed in two (2) trips to site.

**H. Proposal Validity and Seller Terms and Conditions**

- Unless otherwise specified elsewhere in the Sales Agreements, the prices in this proposal are valid for ninety (90) days from the issue date on the cover page.
- This proposal, unless otherwise specified herein this document, is subject to the Seller's General Terms and Conditions of Sales available upon request.
- The final price is subject to change contingent on final conformed specification review, if applicable.

**I. Warranty**

- Blowers, appurtenances and MCP will be warranted for a period of one (1) year from the date of start-up not to exceed eighteen (18) months from delivery, whichever occurs first.

**J. Spare parts**

- Three (3) sets of inlet filters per blower
- Three (3) sets of replacement filters per external inlet filter/silencer
- One (1) toolbox and tool kits



**K. Quality Assurance / Certifications**

- APG-Neuros Turbo Blower is UL1450/CSA & CE certified
- APG-Neuros production system is certified to ISO 9001

**L. Price.....Refer to Bid Form.....**

- Price is Net F.O.B. shipping destination and Excludes Taxes.
- Price covers Items A through K above.
- The final cost may be adjusted to reflect applicable tariffs, which are the responsibility of the purchaser. Any tariff-related charges will be calculated and included in a final quotation provided prior to shipment.

**M. Delivery Lead time**

- Submittals shall be issued four (4) to six (6) weeks from the manufacturer's acceptance of PO.
- Blowers shall be shipped twenty (20) to twenty-four (24) weeks from approval of shop drawings.

**N. Exclusions**

The following items are not included in this scope of supply and shall be the responsibility of others.

- Blower, appurtenances, MCP and aeration instruments Installation.
- Instrumentation installation and cabling
- Piping for suction, discharge, gauge, vent, seal, etc. and miscellaneous fittings.
- Anchor Bolts.
- Cost of travel, lodging, meal or per diem for Owner or Engineer to factory witness test of the blowers.
- APG-Neuros scope of supply is not considered construction materials and therefore, do not need to comply with AIS requirements.

We appreciate the opportunity to quote APG-Neuros Turbo Blowers and look forward to a successful project.

For any questions regarding Sales, Procurement, Service and Warranty information, please contact:

APG-Neuros Sales Department  
1270 Michèle-Bohec  
Blainville, Québec J7C 5S4  
Phone 450-939-0799  
Fax 450-939-2115  
[sales@apg-neuros.com](mailto:sales@apg-neuros.com)