

February 26, 2015

**CITY OF MILWAUKEE**  
**DEPARTMENT OF PUBLIC WORKS**  
**MILWAUKEE WATER WORKS**

**February 26, 2015**

**OFFICIAL NOTICE NO. 24-1-2015**

**PROJECT 1**

**ADDENDUM NO. 2**

NOTICE TO CONTRACTORS intending to bid on Official Notice Number 24-1-2015, which appeared in the Daily Reporter on Thursday, February 5, 2015, with a Bid Opening Date on Tuesday, March 3, 2015.

The purpose of this addendum is to provide updated information to supersede and change the Contract Documents for Project LS-34.

**BID DOCUMENTS**

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1. ADD: Use of American Iron & Steel (UAIS) Requirement

The Contractor acknowledges to and for the benefit of the City of Milwaukee (“Purchaser”) and the State of Wisconsin (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement,

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unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

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*The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.*

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project LS-34 Coating & Appurtenance Modifications to West Storage Tank at Lincoln Station

I, (company representative) certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

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**PROJECT SPECIFICATIONS**

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1. **SECTION 09 97 13 Steel Coating;** Part 4 Special Provisions; 4.02
  - ADD C. At a minimum, the contractor shall install a pneumatic pipe plug in the piping if the valves are not sealing. If this does not completely stop the flow of water, the contractor shall construct a temporary basin and insert a pump capable of discharging 100 gallons per minute. If the pneumatic pipe plug and 100 gpm pump are not able to keep up with the flow of water, the City will become responsible for alleviating or stopping the flow.
  
2. **SECTION 09 97 13.11.01 Containment Project;** Part 3 Execution; 3.03
  - ADD E. Prior to erection, provide certification that the containment system has been reviewed by a Professional Engineer registered in the State of Wisconsin to confirm the structural adequacy of the containment and the effect of the various loads imposed on the tank including wind loads.
  - F. The City of Milwaukee does not have structural calculations for the Ground Storage Tank in its possession.
  - G. Tank Connections shall be temporary and removed prior to the completion of the project.

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**QUESTIONS**

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1. What is the designed load of roof on a lbs. / sf basis?

Answer: The design load of the roof is unknown. The contractor shall retain a Professional Engineer that is registered in the State of Wisconsin to determine the loads that the tank can safely support .

2. Has soil around reservoir ever been tested for lead contaminants?

Answer: The soil around the reservoir has not been tested for lead containment.

3. Is contractor responsible for weld x-rays (scheduling and paying); will they be for cosmetic as well as structural (man way roof hatch, etc.)?

Answer: Since the welds used to attach the appurtenances to the tank are not structural, they will not be x-rayed. The exception to this is any opening that is cut in the side of the tank for access. Please see the Project Specification for details.

NOTE: The contractor shall acknowledge receipt of Addendum Number 2 on page 15 of the Bid Document titled "ACKNOWLEDGEMENTS PAGE."

END OF ADDENDUM NO. 2