



Invitation for Bid No. 2021-036

SP105 Crooked Creek WRF Process Improvements

ADDENDUM No. 1

ISSUE DATE: January 21, 2021

Responding Offerors on this project are hereby notified that this Addendum shall be made a part of the above named IFB document.

The following items add to, modify, and/or clarify the IFB documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Offeror in the IFB document.



Hazen and Sawyer
9101 Southern Pine Blvd, Suite 250
Charlotte, NC 28273 • 704-357-3150

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

**Project: UNION COUNTY PUBLIC WORKS
SP105 Crooked Creek WRF Process Improvements**

**Union County Invitation for Bid No. 2021-036
Hazen and Sawyer Project No. 30831-056**

DATE: January 21, 2021

To: ALL HOLDERS OF RECORD OF CONTRACT DOCUMENTS

Bid Opening: January 28, 2021; 2:00 P.M.

Bidders for the above named project shall take note of the following changes, additions, deletions, clarifications, etc., in the Contract Documents, which shall become a part of the Contract Documents, and shall be taken into consideration and be included in the Bid.

Please acknowledge receipt of Addendum No. 1 in the Bid in the space provided. Note the Addendum Number and Date where required in the Bid as evidence that the Bidder has received and reviewed this Addendum and has followed instructions outlined herein.

Michael Parker, P.E.
HAZEN AND SAWYER

1. Question: On page 12 of the Union County Minority and Small Business Guidelines and Outreach Plan, Item number 12 says to “Advertise upcoming bid opportunities in minority-focused media and on the county website at www.co.union.nc.us.” Can you advise where on the Union County Website I need to go to advertise that we will be bidding this project?

Response: Item number 12 located on Page 12 of the *Union County Minority and Small Business Guidelines and Outreach Plan* references guidelines for Union County as noted in the 1st paragraph on page 11. The bidder will not advertise on the Union County website.

2. Question: Please provide the Affidavits A, B, C, D and E or advise where to find them in the bidding documents as I have not been able to locate them.

Response: The affidavits are attached to this addendum. The last paragraph of the advertisement addresses what should be turned in with bid, “Bidders shall submit a completed identification of HUB Certified/Minority Participation form and with Affidavit A or Affidavit B as Applicable, along with their bid.” Those forms are marked at the top, “Submit with Bid.”

3. Question: Can you provide more information on the New Fabricated Scum Boxes for Clarifiers #1-4 as to a manufacturer or material or details?

Response: Add the following text to Note 1 on Drawing M201:

“Scum boxes shall be fabricated with dimensions as scaled from the drawings and field verified: Approximately 54” x 54” scum beach with discharge trough as shown in plan and section. Scum boxes shall be fabricated from Type 304 stainless steel.”

4. Question: Note 2 on the pipe schedule calls for heat tracing and insulation on all outdoor exposed piping indicated and references spec section 40 41 13, we do not have this spec section and I did not see heat tracing or insulation indicated on the drawings. Will any heat tracing or insulation be required on this project?

Response: No heat tracing or insulation is required or shown in the Contract Documents.

5. Question: In regards to the sequencing of equipment replacement at the (2) Oxidation Tanks & the (4) Clarifiers can you clarify if there will be any performance period or lag between replacements in which will restrict the contractor from replacing the next system directly after?

Response: Upon successful startup of any aerator or clarifier, the process unit shall operate without failure for a continuous seven (7) calendar day period before the subsequent aerator or clarifier may be taken out of service.

6. Question: During the Prebid conference it was observed that the existing clarifier scum trough & integrated baffle to be replaced is carbon steel & the existing baffles are stainless steel. Is it correct to state that the new baffle section shall be stainless steel? What material should the new scum troughs be constructed of?

Response: All new baffle sections and scum troughs shall be Type 304 stainless steel.

7. Question: Dwg M230 will require cores into the Return Sludge PS along with pipe installed internally. What can we anticipate for a shutdown duration to perform this work & reseal per dwg MD1 details? Do you know the pump station floor elevation?

Response: A temporary shutdown period of up to 6 hours may be scheduled with plant operations during low flow periods. Nonshrink grout shall be applied on the exterior face to fill the void as shown on Drawing MD1; however penetrations may be sealed with Link-Seal on the interior face of the pump station manhole. The Return Sludge PS record drawing is attached for reference.

8. Question: On Drawings M1 & M2 the northern 6" drain line to be installed to the Return Sludge PS seems to run directly under the existing PS control panel & associated duct bank. Is this to be installed per the drawings?

Response: Drawing C3 includes phasing notes including the requirement to complete electrical and controls work in "Construction Phase 1". Upon completion and successful checkout and operation of this work, the existing power/control panel shall be removed as noted on Drawing C2.

9. Section 40 61 13, 1.04.B: Change acceptable instrumentation and control system subcontractors to:

"CITI or Nix Purser & Associates / R S Integrators"

10. Section 43 25 15, 1.02.A: For clarification, the spare (3rd) pump shall be supplied pump and motor only, i.e. no quick disconnect system components required.

11. Section 43 25 15, 2.03.C: "Motor Space Heater": Change requirement to "No".

12. Section 43 25 15, 2.03.E: Delete the text: "guaranteed for continuous unsubmerged duty,". [For clarification: Pump motors shall meet the requirement of paragraph 2.03.L]

13. Drawing M2: Add the following note:

"2. Bell and spigot push joint pipe with external bell restraints is acceptable for all buried ductile iron pipe."

14. Drawing M3: Add the following notes:

"2. Scum piping valves shall be full-port plug valves.

3. Provide drain from 4" scum line to process drain manhole northeast of Digester No. 1. Drain system scope shall include tee on scum piping line, approximately 15-feet of 4" piping, a full-port plug valve, and a connection via a field core at the manhole."

15. Drawing M201: Add the following note:

"6. Spray manifold piping shall be supported from clarifier weir wall and scum box with minimum of two supports similar to Standard Detail M-40-0304."

16. Drawing M210: Add the following note:

“1. Air release piping shall be Schedule 80 PVC with manual ball valve and cleanout.”

17. See attached updated bid form including:

- “Lump Sum Pre-Negotiated Equipment Price” added
- “Major Equipment Table” updated and finalized

18. See attached proposal from Evoqua for pre-negotiated pricing included in the bid form.

19. See attached Drawing M2 to clarify any printing issues from the issued for construction documents.

- END OF ADDENDUM No. 1 -

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

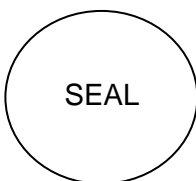
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

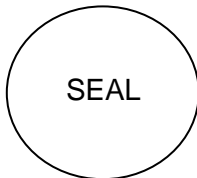
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

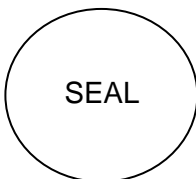
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

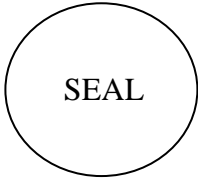
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

SCO Project ID: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* TYPE OF MBE	AMOUNT PAID THIS MONTH (With This Pay App)	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)

Approved/Certified By:

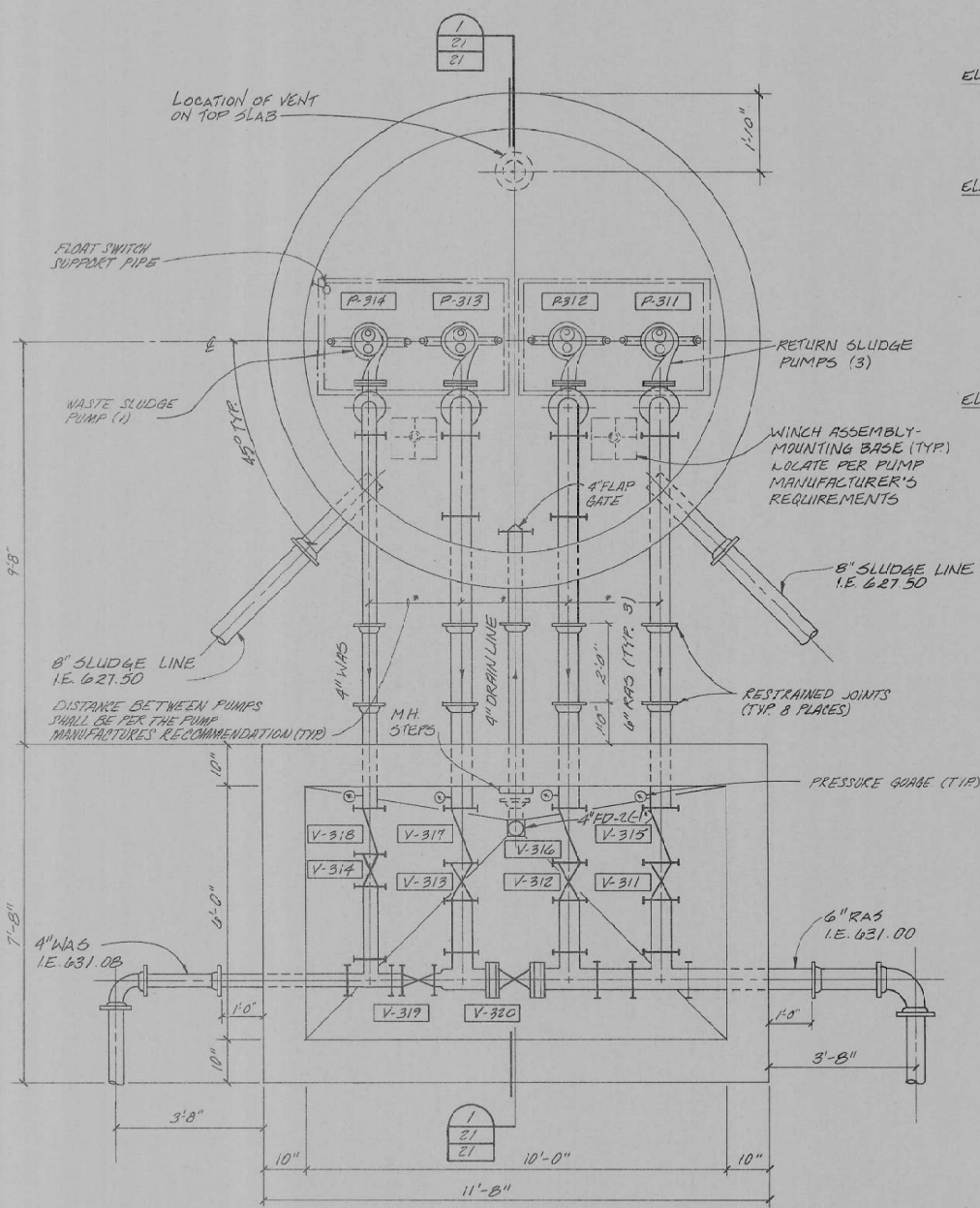
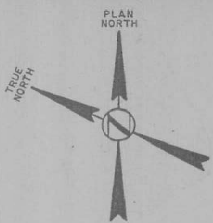
Name

Title

Date

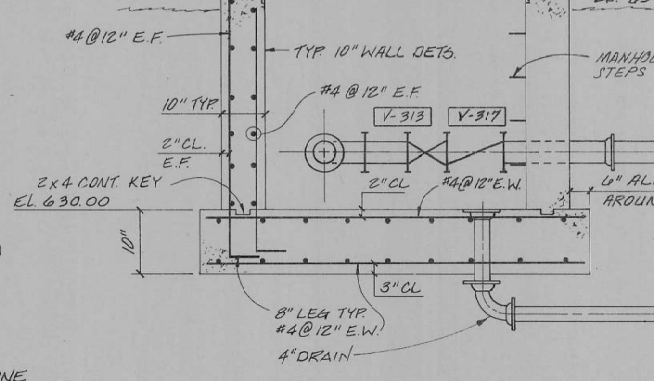
Signature

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT



PLAN
SCALE: 1/2" = 1'-0"

EL. 637.60
1 1/4" ALUM CHECKER #2 SEE DET. 2/13 FOR SUPPORT. PROVIDE IN 3'-3" x 5" WIDE SECTIONS SEE SPEL. SECT. 05505 FOR LOAD CARRYING REQUIREMENTS. PROVIDE HOLES FOR LIFTING SECTIONS. 2-3/8" @ EACH END



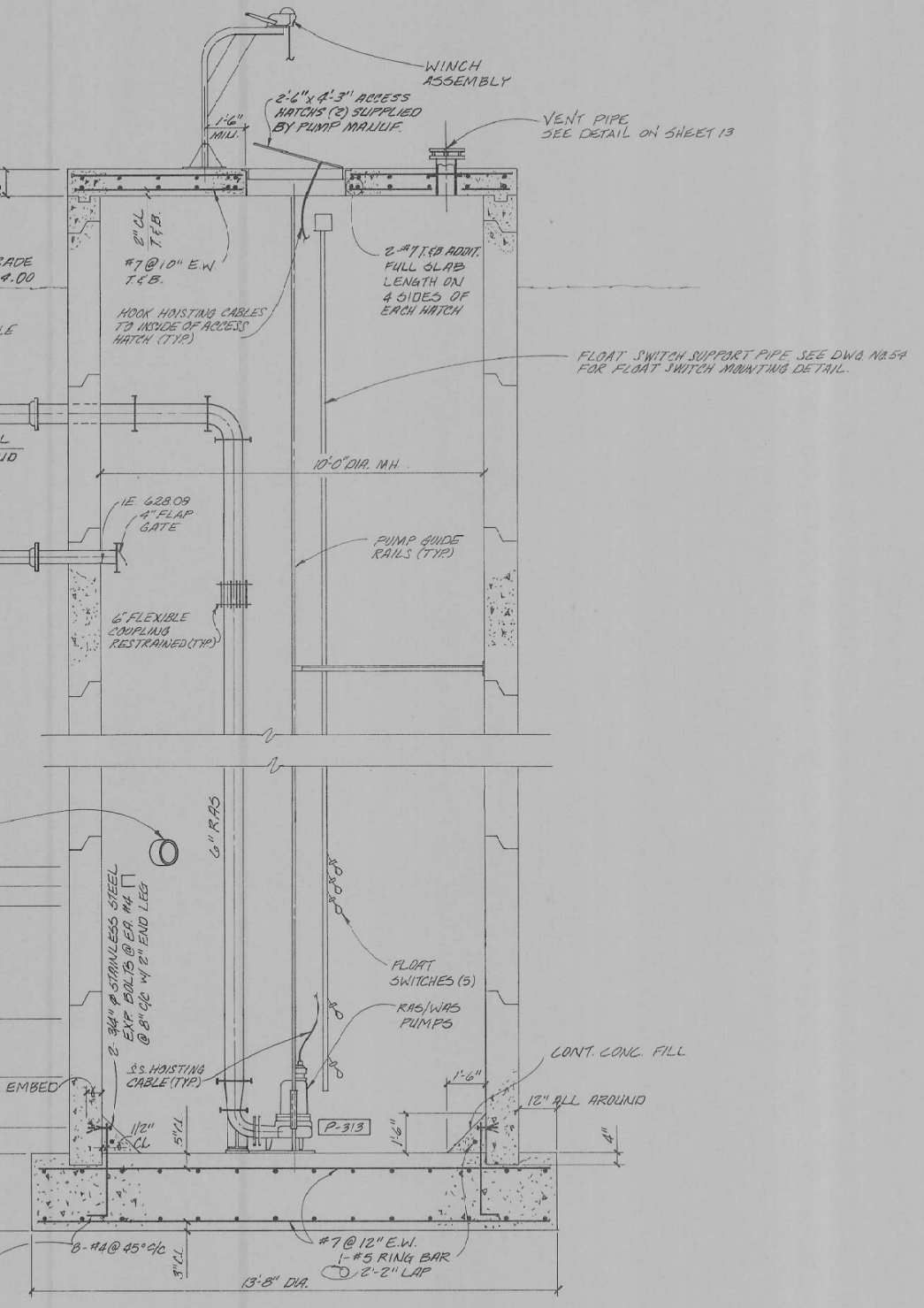
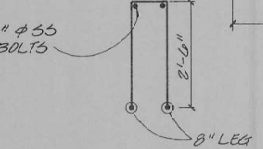
EL. 626.50 ALARM/START LAG-2
EL. 626.00 START LAG-1
EL. 625.00 START LEAD

EL. 622.60 LWL/STOP LEAD, LAG-1, LAG-2

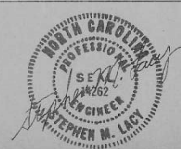
EL. 622.10 LWL ALARM

EL. 621.10

SECTION
SCALE: 1/2" = 1'-0"



- NOTES:**
- SEE SPECIFICATION SECTION 11076 FOR REQUIREMENTS FOR RAW SEWAGE PUMPS AND ACCESSORIES. LOCATION OF PUMPS, GUIDERAILS, ACCESS HATCHES AND WINCH ASSEMBLIES, SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS.
 - ACCESS HATCHES TO MEET REQUIREMENTS OF SPECIFICATION SECTION 08305.



Design	
Drawn	
Checked	
Approved	
4-2-91	RECORD DRAWING
No.	Date
	Revisions
DC	JR
Made	Approv.

**CROOKED CREEK
WASTEWATER TREATMENT PLANT**
UNION COUNTY, NORTH CAROLINA

CONTRACT 1	
Return Sludge Pump Station	
Date	Scale
SEPTEMBER, 1987	
Project No.	Dwg. No.
240-03-35	21

BID FORM

**UNION COUNTY PUBLIC WORKS DEPARTMENT
UNION COUNTY, NORTH CAROLINA
SP105 CROOKED CREEK WRF PROCESS IMPROVEMENTS
IFB # 2021-036**

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Union County Government Center
Attn: Vicky Watts
500 N. Main Street, Suite 709
Monroe, NC 28112**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price	\$
--------------------	----

and

Lump Sum Pre-Negotiated Equipment Price	\$ 467,900
---	------------

and

Lump Sum Contingency Allowance	\$ 200,000
--------------------------------	------------

Total of All Lump Sums = Total Bid Price \$ _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **330** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **360** calendar days after the date when the Contract Times commence 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:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: ;
 - G. Required Bidder Qualification Statement with supporting data

CERTIFIED LIST OF PROPOSED MANUFACTURERS/ SUBCONTRACTORS

As part of the procedure for submission of Bids on this project, Bidder submits the following lists of Subcontractors and Suppliers to be used in the performance of work to be done on said Project. The lists furnished shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Contractor or as required by the Owner based upon review of Contractor's submittals.

CATEGORY	SUBCONTRACTOR
Electrical	
HVAC / Mechanical	
Plumbing	

SCHEDULE OF SUPPLIERS

The following **Major Equipment & Supplier Table** designates items which shall be identified by the Bidder upon submittal of Bid.

1. The Bidder must circle one (1) named supplier for each item listed in the table. The named supplier circled for each equipment item will identify whose equipment is included in the Bidder's Lump Sum Bid Price and whose equipment will be supplied by the Bidder during construction. If no supplier is circled for any equipment item, the Owner will choose the named manufacturer whose equipment will be supplied by the Bidder at no adjustment of the Bidder's Lump Sum Bid Price.
2. Owner acceptance of equipment supplied by a named manufacturer or supplier does not constitute a waiver of the Specifications.
3. Equipment by a manufacturer or supplier not named in the referenced equipment specification will be considered for equivalence to the Acceptable Manufacturer(s) listed in the referenced equipment specification **during the bid period only** in accordance with Article 11 of the Instructions to Bidders. A non-named manufacturer shall demonstrate full compliance with the specifications in all aspects including form, features, construction materials, O&M cost, mechanical and control functionality, performance reliability, quality, and general configuration. To be considered, non-named manufacturers shall submit the following information to the Engineer and Owner within the time allowed in accordance with Article 11 of the Instructions to Bidders:
 - a. Dimensional and weight information on components and assemblies.
 - b. A list of any requested exceptions to the Contract Documents.
 - c. Catalog information and cuts.
 - d. Manufacturer's specifications, including materials description.
 - e. Performance data as applicable.
 - f. Field interface requirements for each component, such as, but not limited to water and drain connections, electricity (field wiring requirements), air supply connections, ventilation, etc.
 - g. Horsepower of all motors supplied.
 - h. Functional descriptions of any packaged instrumentation and control systems.
 - i. List of parameters monitored, controlled, or alarmed.
 - j. Addresses and phone numbers of nearest service center and a listing of the manufacturer's or supplier's services available at this location.
 - k. Addresses and phone numbers for the nearest parts warehouse capable of providing full parts replacement and/or repair service.
 - l. A list of the manufacturer's five (5) most recent domestic (USA) installations with similar size equipment in service. Include contact name, telephone number, mailing address, and names of Engineer, Owner, and installing Contractor.
 - m. Description of structural, electrical, mechanical, and all other changes or modifications necessary to adapt the equipment or system to the arrangement shown and/or functions described in the Specifications and/or Drawings.
 - n. Any additional specific requirements listed in the referenced equipment specification.
4. Failure to include all listed information with the submittal shall result in a determination that the non-named equipment manufacturer is not considered "or equal" and, therefore, not acceptable.

5. The Engineer and Owner will determine if the non-named manufacturer's equipment will be added as a named manufacturer ("or equal") in the referenced equipment specification. Final determination is at the sole discretion of the Engineer and Owner, and will occur prior to the Bid opening. There will be no process to appeal this determination.
6. If the Engineer and Owner determine that any non-named manufacturer is considered equivalent ("or-equal") to the named manufacturer(s), the referenced equipment specification will be revised by Addendum to include additional named manufacturers. However, addition of a manufacturer by addendum shall not relieve the Bidder of full responsibility for any facility redesign or other costs required to install the equipment. The manufacturer/ supplier and Bidder shall comply with the following during construction:
 - a. Manufacturer/Supplier shall include in his quote to potential Bidders all additional construction costs (mechanical, architectural, structural, electrical, and engineering redesign costs) associated with the proposed equipment. The Bid shall also include all paid licenses necessary for the use of the proposed equipment, if required by the manufacturer.
 - b. Any redesign associated with the proposed equipment shall be prepared by the Engineer. Reimbursement for engineering redesign shall be based on the Engineer's raw salary costs times a multiplier of 3.15 plus any direct, non-labor expenses such as travel, per diem, or reproduction services. The Owner will bill the Contractor monthly based on the Engineer's invoice to the Owner. The Contractor shall reimburse the Owner, who will in turn reimburse the Engineer, within 30 days of receipt of the Owner's billing. Non-payment within 30 days shall constitute grounds for the Owner to withhold partial payment to Contractor.
 - c. Bidder agrees that delays caused by redesign necessary for the proposed equipment shall not constitute grounds for a contract modification, change order, claim, or contract time extension.
7. The Major Equipment Table is provided with blank spaces for an "or equal" equipment item approved by the Engineer and named via addendum during the Bid period, in accordance with Article 11 of the Instructions to Bidders.

Major Equipment Table

(Circle Only One Supplier / Manufacturer Named in the Reference Specification Section)

Specification Section	Equipment	Manufacturer to be Provided
43 25 15	Submersible Chopper Pumps	<ul style="list-style-type: none">• Vaughan• Hayward Gordon
46 51 19	Rotary Disc Surface Aerators	<ul style="list-style-type: none">• Evoqua
40 05 57	480 V Electric Valve Actuators	<ul style="list-style-type: none">• Rotork• Limitorque
40 61 13	Instrumentation and Control System Subcontractor	<ul style="list-style-type: none">• CITI• Nix Purser & Associates / R S Integrators

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____

[Signature]

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

[Signature]

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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FIRM PROPOSAL

CROOKED CREEK WRF UNION COUNTY, NC

465119 – ROTARY SURFACE AERATORS

Quotation No: 379527 R0– 12/8/2020

Questions related to this Proposal should be directed to Evoqua's area sales representative:

SALES REPRESENTATIVE

Jim Cooper
Heyward
2101-A Cambridge Beltway Dr.
Charlotte, NC 28273
Phone: (704)-583-2305
Cell: (704)-591-1270
Email: jcooper@heyward.net



To/Owner: Union County Public Works
 Engineer: Hazen and Sawyer

1. SUMMARY

Evoqua Water Technologies LLC (Evoqua) proposes to furnish the equipment specified in this Quotation in accordance to the scope of supply described in this quotation and subject to the Clarifications/Exceptions and Standard Terms of Sale stated herein.

Addenda received: None

The information in this quotation is confidential and/or proprietary and has been prepared solely for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without Evoqua's prior written consent.

ITEM & DESCRIPTION	PRICE
465119 – Rotary Surface Aerators (Includes standard 1-year warranty)	\$366,400 USD
Adder 1: 5-year equipment warranty (includes 4 years onto base warranty)	\$49,100 USD
Adder 2: Allotment for up to 10 additional trips and 10 days of field service	\$52,400 USD

Evoqua's price includes only the specific items detailed in this quotation. Items not specifically identified herein are to be furnished by others. Please refer to the excluded items in Section 0 of this quotation for a list of items to be furnished by others.

A. OPTIONS: An order for items quoted as an extra cost option, if any, will be accepted only when included with the basic equipment order. Adder 1: 5-year warranty (4 additional years from base warranty); Adder 2: Allotment for additional field service visits

B. FREIGHT: Pricing is FCA shipping point with standard freight allowed to the job site. Our price does not include any costs for unloading, transporting on the site, phased shipments or storage.

C. QUOTATION VALIDITY: This quotation is valid for a period of ninety (90) days unless extended in writing by Evoqua. Due to current raw material price fluctuation, Evoqua reserves the right to re-quote the equipment proposed herein after that time.

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 222.4 for October 2020. If the MMPI exceeds 226.8 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 222.4.

D. FIELD SERVICES: Evoqua’s pricing includes the services of a factory field service technician for checking the installed equipment and instruction of Owner’s personnel; all of which shall be performed over a total of two (2) trips with two (2) days on site.

Category	Trips	Days on Site
Mechanical	2	2
Total	2	2

E. SERVICE MANUALS: Our pricing includes an electronic version of the operation and maintenance (O&M) manual as an Adobe PDF file format only. If requested, Evoqua will supply hard copies of the service manual at the customers expense. Drawings will be supplied in an unchangeable TIF, bitmap, or PDF file format only. The rights to the content of Evoqua O&M manuals and drawings belong solely to Evoqua and Evoqua reserves the right to make changes to content at any time.

F. PAYMENT AND PRICE TERMS: The terms of payment are net 30 in accordance with the following milestones:

- 10% on drawing submittal delivery;
- 85% on shipment of equipment, or offer to ship;
- 5% on startup of equipment or 120 days from final delivery, whichever occurs first.

Cancellation Policy: If Evoqua is issued an order and the Buyer cancels or suspends its order for any reason other than Evoqua’s breach, the Buyer shall promptly pay Evoqua for work performed prior to cancellation or suspension and any other costs incurred by Evoqua as a result of such cancellation or suspension. At a minimum, cancellation after executed contract will result in a cancellation fee of 10% of the total order value.

Evoqua’s prices are exclusive of any taxes. If this project is not subject to sales or use tax, please issue a Tax-Exempt Certificate with any ensuing purchase order (P.O.). If applicable, please provide a copy of payment bond information with the P.O. With no exemption or if this project is subject to sales or use tax, the Purchaser will be invoiced for taxes at the then-current rate of sales, use or other tax for the jobsite location.

2. DRAWING AND SHIPPING INFORMATION

Evoqua will furnish shop drawing submittals and equipment per the following project schedule:

- Submittal Drawings: Within eight (8) to ten (10) weeks from the date of final agreement by both parties.
- Submittal Drawing Reviews/Approvals: Within four (4) weeks from Evoqua’s delivery of Submittal Drawings.
- Shipment of Equipment: Within fifteen (15) to seventeen (17) weeks after approval of Submittal Drawings.

Evoqua has provided typical standard times and shipment dates. Actual times will be provided upon receipt of a Purchase Order based upon current backlog. Evoqua will work closely with the General Contractor and/or Engineer to provide delivery dates to meet the overall project schedule as possible.

If Submittal Drawing Reviews/Approvals are not received by Evoqua in accordance with the project schedule noted above, Evoqua shall be entitled to a reasonable extension of the *Shipment of Equipment* times and/or a reasonable increase in the contract price to cover costs incurred because of Submittal Drawing Review/Approval delays unless the delay is the fault of Evoqua.

3. EQUIPMENT SCOPE

SECTION 46 51 19 – ROTARY SURFACE DISC AERATORS

EQUIPMENT

Envirex disc aeration equipment will be provided as described herein for installation (by others) into the two (2) existing oxidation ditch structures. The structure will be of concrete construction by others. Any modifications required to the existing structure to accommodate installation of the aerators is by others.

EQUIPMENT COMPONENTS

The aeration equipment will consist of six (6) complete disc aerator assemblies to span the channels as shown on the plans, and as described herein. Each oxidation ditch will have three (3) disc aerator assemblies. The aerator assemblies will provide oxygen, mixing and directional velocity for the system. Aerator assemblies will each consist of a shaft with machined ends, aeration disc assemblies, a shaft-mounted drive assembly, torque arm mounting plate, bearings, bearing base plates and all related assembly and installation hardware and anchor bolts. The equipment components are summarized in the following table:

Description	Quantity
66" aeration disc assemblies with related assembly hardware	138
6" diameter solid steel shafts with machined ends	6
Pillow block roller bearings (does not include spares noted below)	12
Automatic bearing lubricators	12
Bearing base plate assemblies	12
Shaft-mount drive assemblies with 40 HP inverter duty motors	6
Drive torque arms and mounting plates	6
Galvanized splash plates to fit existing concrete structure	12
Rotor immersion gauges	2
Velocity current baffles to be mounted to either end of shaft	12
Lot of SS assembly hardware and anchors	1
Manual lever arm gearboxes for existing tilting weirs	2

AERATION DISCS

Three (3) 40 HP drive assemblies are to be installed in each of the two (2) oxidation ditches for a total of six (6) 40 HP drive assemblies. Twenty-three (23) 66" diameter discs will be installed on each assembly. A combined total of six (6) aerator shafts and one-hundred-thirty-eight (138) circular aeration discs will be provided for installation.

Aeration discs will be 66" diameter by 1/2" thick molded plastic compound resistant to any corrosive action of the mixed liquor being aerated. A multiplicity of cavities and raised protrusions will be provided in each disc to cause entrained air to be dispersed into the mixed liquor. Aeration discs will be firmly attached to the shafting by means of a shaft locating collar. This locating collar will be an integral part of the aeration discs. To enable the individual discs to be attached, adjusted, or removed from the shaft without disturbing the shafting, discs will be split into half sections. Discs will be held in position on the shaft by stainless steel bolts at the hub, and stainless steel bolts and hardware located near the periphery of the discs. All hardware for the aeration discs will be provided by Evoqua.

The installing contractor will be required to field install the discs, and set disc location along the shafts as needed to provide the required oxygen delivery for the treatment process as determined by Evoqua and the Engineer. The individual discs can be relocated as needed to provide flexibility in oxygen delivery and mixing.

SHAFTING

The aerator shafts will be constructed from solid, 6" diameter, SAE1045 machine steel bar stock. The shafts will be coated for corrosion protection with Evoqua's standard paint system to make sure of proper fit-up and grip between the aeration discs and the disc aerator shafts.

Shaft ends will be true concentric within 0.008" total indicator reading. Shaft end tolerance will be +0.000" and -0.001". The shafting will be capable of withstanding all dead, live, and radial loads imposed upon it. The maximum allowable deflection will be 0.15" per 10'-0" length of shaft.

BEARINGS

Each aerator shaft will be supported by self-aligning, grease lubricated, roller bearings with solid, one-piece cast iron pillow block housings. Housings will be coated for corrosion protection according to this proposal.

Each bearing will have double row spherical roller bearings, and a tapered, threaded locking adapter that will secure the bearing to the shaft. Metal shielded, spring loaded heavy contact lip seals will be provided to insure positive sealing against contaminants. The seals are designed for operation in a moisture laden environment. Minimum B-10 bearing life will be 200,000 hours.

BEARING BASE PLATES

Base plates will be provided for setting the pillow block bearings. Base plates must be leveled and aligned prior to grouting, and in conjunction with the installation of the shafts and bearings.

Leveling, alignment, and finish grouting is to be by the installing Contractor, and in accordance with instructions and approved general arrangement drawings provided by Evoqua.

Stainless steel hardware will be provided for securing the bearings to the base plates. Bearing base plates

will be fabricated from commercial quality steel, and coated for corrosion protection according to this proposal.

DRIVES

The drive assembly for each aerator will consist of a single speed motor and a shaft-mounted, AGMA Class II, right angle helical gear reducer sized for 24-hour continuous operation with allowance for moderate shock loads. The motors and reducers will be fully suitable for outdoor service and exposure to the atmosphere encountered.

Internal gear and bearing lubrication will be accomplished by an oil bath. Gear reducers will be shipped without oil. Installing contractor is to provide oil per manufacturer's recommendations, and fill to proper operating level after installation. Oil capacity for each 40 HP gear reducer is approximately 38 quarts. Each gear reducer will consist of a vertical input shaft. Motors will be vertically-mounted and direct coupled to the reducer with a cast iron flanged adapter, and a vibration dampening, non-lubricated flexible coupling installed between the motor and reducer shafts. Drive assembly will provide a maximum shaft output speed of approximately 52 RPM.

A torque arm will be provided to secure each drive assembly in position. Mounting plates will be provided for securing the drive torque arms to the concrete. Torque arm mounting plates will be fabricated from stainless steel, and include stainless steel hardware for securing the torque arms to the mounting plates. Mounting plates must be set and grouted level by the installer in accordance with instructions and approved general arrangement drawings provided by Evoqua.

Motors will be 40, TEFC, C- Face, constant speed, 1800 RPM (nominal), 460-volt, 3-phase, 60 Hertz, squirrel cage, induction type, Explosion Proof and Class H insulation. Motors will have a 1.15 service factor on sine wave power, or 1.00 on VFD and will include integrated thermal protection and heaters. All motors will be compatible with a variable frequency drive (VFD) controller (inverter duty rated), and will be of efficient design. Variable frequency drives are to be supplied by others.

Drive components will be coated for corrosion protection according to this proposal. Some drive components may be shipped loose for field assembly and installation by others.

SPLASH PLATES

Twelve (12) hot-dipped galvanized splash plates will be provided to fit existing concrete to seal cut-out wall openings on aerator support pedestals on either end of the shafts.

TILTING WEIR ACTUATORS

Two (2) manual handwheel actuators will be provided for the existing tilting weir mechanisms.

ROTOR IMMERSION GAUGES

Two (2) rotor immersion gauges will be provided (1 for each ditch) to indicate disc submergence levels. Gauges will be constructed of 14 gauge anodized aluminum and will include stainless steel mounting hardware.

ANCHOR BOLTS

Bearing base plates and drive torque arm mounting plates will be secured to the tankage by stainless steel, headed anchor rods.

Splash shields will be secured to the tankage by stainless steel, expansion-type stud anchors.

Anchors (as described above) will be furnished by Evoqua. Chemical bond adhesive for threaded rod anchors will also be provided by Evoqua. Anchors are to be installed by the contractor, and must be set to provide proper projection and location in accordance with instructions and approved general arrangement drawings provided by Evoqua.

ADDER 1: EXTENDED WARRANTY

Adder extends warranty noted in Standard Terms of Sale – Section 7 below from “the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work” to “the earlier of (i) sixty-six (66) months from delivery of the Work or (ii) sixty (60) months from initial operation of the Work.”

ADDER 2: ADDITIONAL FIELD SERVICE

Allotment includes ten (10) additional trips and ten (10) additional days onsite of field service.

SHIPPING / HANDLING / INSTALLATION INFORMATION

The disc aerator equipment components will be shipped loose, or in reasonably sized, pre-fabricated sub-assemblies for field assembly and installation by others.

Off-loading, handling, fit-up, finish-assembly and installation is to be accomplished in accordance with manufacturer instructions and approved general arrangement drawings provided by Evoqua.

Equipment is to be off-loaded and installed in the tankage by means of a crane and suitable rigging. Rigging is to include a spreader beam or load leveler, slings, etc., and is not provided by Evoqua. Other handling equipment may be used if capacity and load are matched correctly, site conditions permit, and safety to personnel and condition of equipment is not jeopardized. This equipment may include fork lift, hoists, etc., and will not be provided by Evoqua. Special care must be taken to prevent damage to the equipment, and any protective coatings.

Shipping description and approximate shipping weights are provided below:

- Aeration discs are two-piece circular sections with integral locking collar. Disc halves are shipped crated and need only be located and bolted together on the shafts. Discs are lightweight plastic, with each disc half weighing approximately 40 lbs.
- The aerator shafts are shipped without bearings mounted. The aerator shafts will be approximately 22' long, and each weighing approximately 2,200 lbs. respectively.
- Bearings will each weigh between approximately 75-200 lbs.
- Bearing base plates will each weigh between approximately 30-50 lbs.
- Torque arm mounting plates will each weigh approximately 20 lbs.

- 40 HP drive assemblies will weigh approximately 1,500 lbs. each.
- Gear reducers will be shipped without oil. The contractor is to provide oil per manufacturer's recommendations and fill to proper operating level after installation. Oil capacity is approximately 38 quarts for the 40 HP reducers.

Please note that some drive components may be shipped loose for field assembly and installation by others.

Smaller, miscellaneous components (i.e., assembly hardware, anchors, support brackets, etc.) will be shipped in multiple crates, or on skids or pallets of various weights and sizes.

ON-SITE EQUIPMENT STORAGE RECOMMENDATIONS

AERATION DISCS - Store in the same containers, and in the same manner in which they are shipped. If stored outside, containers should be placed on dry, level surface with adequate drainage. Block to elevate equipment off the ground, and cover as needed to protect the discs from prolonged exposure to dirt, debris, the sun and the elements. The contractor is responsible for supply, maintenance, and repair of protective tarps and covers. Store discs away from any area which could expose them to flame or sparks (i.e., welding torch-cutting, etc.).

FABRICATED COMPONENTS – Shafts, base plates, splash plates and other fabricated components should be stored in the same manner as shipped. Place on dry, level surface with adequate drainage, block to elevate equipment off the ground, and cover as needed to protect from prolonged exposure to dirt, debris, the sun and the elements. Contractor is responsible for supply, maintenance, and repair of protective tarps and covers.

DRIVE COMPONENTS, ACTUATORS AND BEARINGS- Store inside until installation if reasonably possible. If stored outside, place on dry, level surface with adequate drainage, block to elevate equipment off the ground, and cover as needed to protect from prolonged exposure to dirt, debris, the sun and the elements. Contractor is responsible for supply, maintenance, and repair of protective tarps and covers. Manufacturers for the above items may have special storage instructions or requirements which should take precedence over the instructions described herein. Refer to the manufacturer's information provided in the O&M manuals.

SURFACE PROTECTION

Shafts will be blast cleaned per SSPC-SP10-63. A flat will be machined in the shaft to facilitate attachment of the aeration discs. Shafts will be supplied with coat of Sherwin-Williams® Dura-Plate 235 B67A235 Haze Gray. This coating will allow for proper fit-up and grip between the aeration discs and the disc aerator shafts. No additional field painting of the aerator shafts will be required or accepted.

The bearing base plates will be finish-coated at the factory. The bearing base plates will be blast-cleaned to a near white metal blast according to Steel Structures Painting Council Specification No. SSPC-SP-10/NACE 2, and followed by one (1) coat of Sherwin-Williams Dura-Plate 235 epoxy to a total

finished dry film thickness (DFT) of approximately 4.0 to 6.0 mils. Any threaded components provided as part of the bearing base plate fabrication will be removed or protected during blast cleaning and will receive one (1) coat of Evoqua's standard rust preventative. Finish painting of the bearing base plates shall be done in the field by the installing contractor after equipment installation and alignment.

Reducers, motors, torque arms, and other related drive components will be coated per the manufacturer's standard coating system.

Bearings will be coated per the manufacturer's standard coating system.

All exposed machined surfaces will be solvent wiped, followed by one (1) coat of Evoqua's standard shop preservative.

All non-ferrous materials such as stainless steel, aluminum, neoprene, and galvanized surfaces will be shipped unpainted.

Touch-up of damaged surfaces and the application of any additional coats is to be furnished and applied by others at the project site. Please be advised that Evoqua cannot guarantee compatibility with Purchaser's equipment coating system unless approved by the coating system manufacturer. Specific information should be obtained from the coating system manufacturer.

4. EXCLUDED ITEMS

The price from Evoqua includes only those items listed in this Quotation. The items listed below are excluded:

- Electrical, hydraulic, or pneumatic controls.
- VFDs, MCCs, disconnects, overloads, HOA switches, breakers
- Walkway splash shields or weatherhoods
- Electric actuators for weir gearboxes
- Wiring of motors or controls, control panels, or panel supports.
- Piping, valves, wall sleeves, gates, drains, weirs, baffles.
- Floor grating, stairways, ladders, platforms, handrailing.
- Concrete, grout, mastic, sealing compounds, shims.
- Lubricants, grease piping, grease gun.
- Machinery or bearing supports, shims.
- Detail shop fabrication drawings.
- Tools or spare parts.
- Equipment offloading and installation of any kind.
- Modifications to existing equipment or structures.
- Supervisory services; laboratory, shop, or field testing.
- Underwriters Laboratory inspection of electrical controls.
- Special written process performance or extended mechanical warranties.

5. CLARIFICATIONS/EXCEPTIONS

The equipment specified herein shall conform to the specification sections referenced in Section 1 of Evoqua's Quotation to the extent they are technically applicable to Evoqua's scope of supply as described in this Quotation and subject to the following clarifications:

Article, Section	Clarifications/Proposed Modifications

Evoqua's standard terms and conditions, including without limitation Evoqua's warranty obligations in Article 7 govern the purchase and sale of equipment, products, and related services, referred to in Evoqua's proposal. Evoqua's offer or acceptance is expressly conditioned on Buyer's assent to these terms. Evoqua rejects all additional or different terms in any of Buyer's forms or documents. In addition, Evoqua takes exception to all performance commitments, guarantees or obligations, unless provided for in Evoqua's proposal.

6. ADDITIONAL FIELD SERVICES

Should the Purchaser feel that additional services will be required, they can be purchased from Evoqua. Additional services may be purchased at the per diem rate stated below.

Evoqua's price does not include service of a factory field service technician during the time of installation of the equipment items.

In the event Purchaser wishes to videotape the Evoqua field service personnel during start-up and/or field service, Purchaser must execute Evoqua's standard "Videotape Agreement" in which the Purchaser shall expressly waive any claim against Evoqua, for injury or damage caused by inaccuracies or errors in such videotape(s), and acknowledge that such videotaping is done by Purchaser at its sole risk.

TERMS GOVERNING FIELD SERVICES: Services of a factory field service technician to inspect installation and/or first operation of the products specified in the quotation can be furnished by Evoqua at the following rates:

- A. Supervision or consultation of a process service technician within the continental limits of the United States: \$1,400 per eight (8) hour day, Monday through Friday inclusive.
- B. Supervision or inspection of a field service technician within the continental limits of the United States: \$1,200 per eight (8) hour day, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday will be charged double time; time worked on U.S. Holidays will be charged triple time.
- C. Traveling, living and incidental expenses at cost, including shipping charges on tools and other equipment which the factory field service technician has shipped to the construction site.
- D. Travel time will be charged to and from Purchaser's construction site, and weekend or holiday travel request or required by Purchaser will be charged at the overtime rates.

- E. Rescheduling or cancellation of a field service trip once booked will incur the greater of either a \$1,500 cancellation or re-scheduling charge, or actual costs.

Rates shown above apply only to additional services performed within twelve (12) months from the date of Quotation. Additional services performed after twelve (12) months from the date of Quotation shall be subject to Evoqua's current rates at the time such service is provided. Except for the direct acts or omissions of the factory field service technician, the responsibility for the installation and/or first operation shall be Purchaser's. Evoqua will assume responsibility for workmen's compensation coverage of Evoqua employees only and will provide umbrella liability coverage during installation. All other insurance coverage and necessary materials to accomplish installation shall be provided by Purchaser.

QUOTATION SUBMITTED BY EVOQUA WATER TECHNOLOGIES LLC

Signature below indicates acceptance of this quotation including the Standard Terms of Sale attached hereto and will act as the purchase order document between Evoqua Water Technologies LLC, the Seller, and the Buyer. The Standard terms of Sale shall form the complete and only set of terms for this order.

Accepted by Buyer:**Acknowledged by Seller:**

Company

Evoqua Water Technologies LLC

Company

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Billing Address

Evoqua Water Technologies LLC
N19 W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188

Address

Shipping Address

Please submit the signed proposal to TWEL@evoqua.com along with the Billing Address, Shipping Address, Tax-Exempt Certificate, and a Copy of Payment Bond. It is clarified that the purchase order price does not include sales tax and that sales tax is to be added to the sale price unless the Seller receives a Tax-Exempt Certificate or Resale Certificate.

EVOQUA WATER TECHNOLOGIES LLC

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are Ex Works Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility

of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then **any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators** who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. **The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision** of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

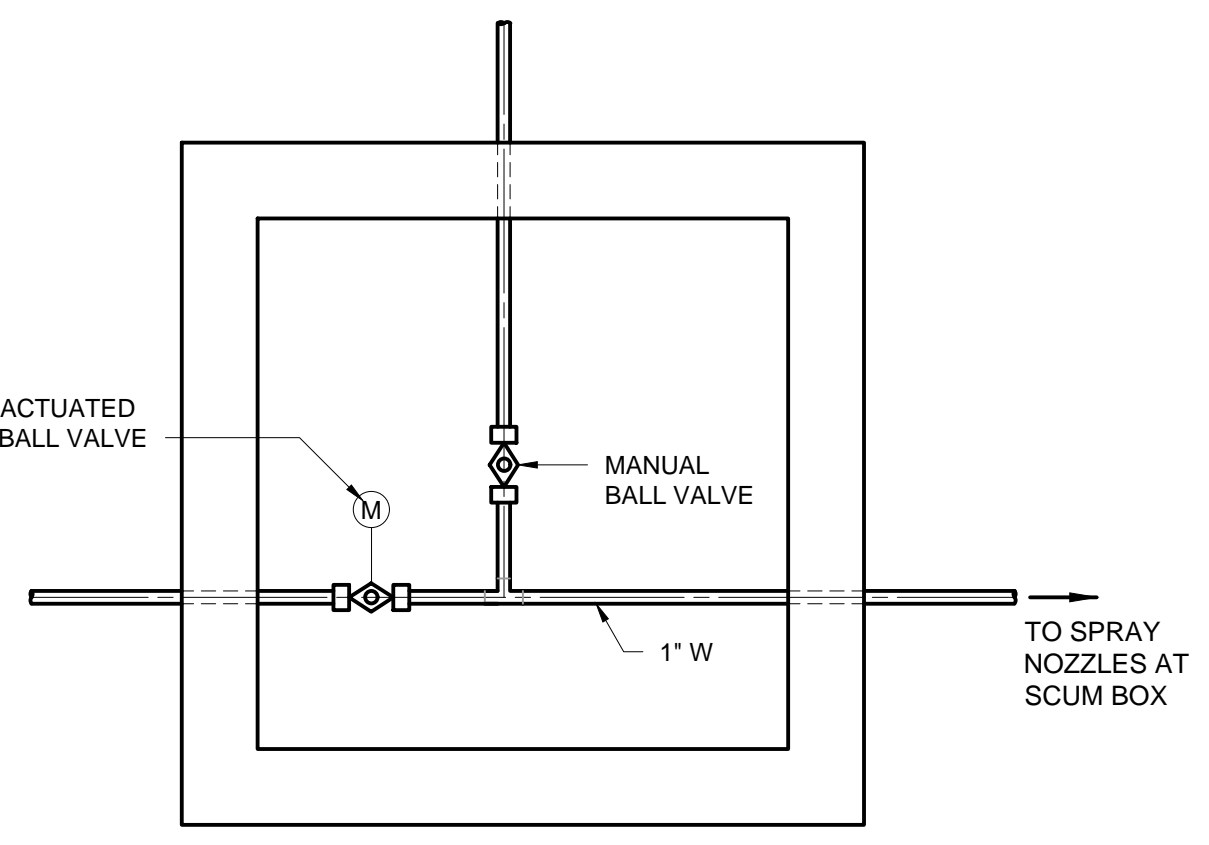
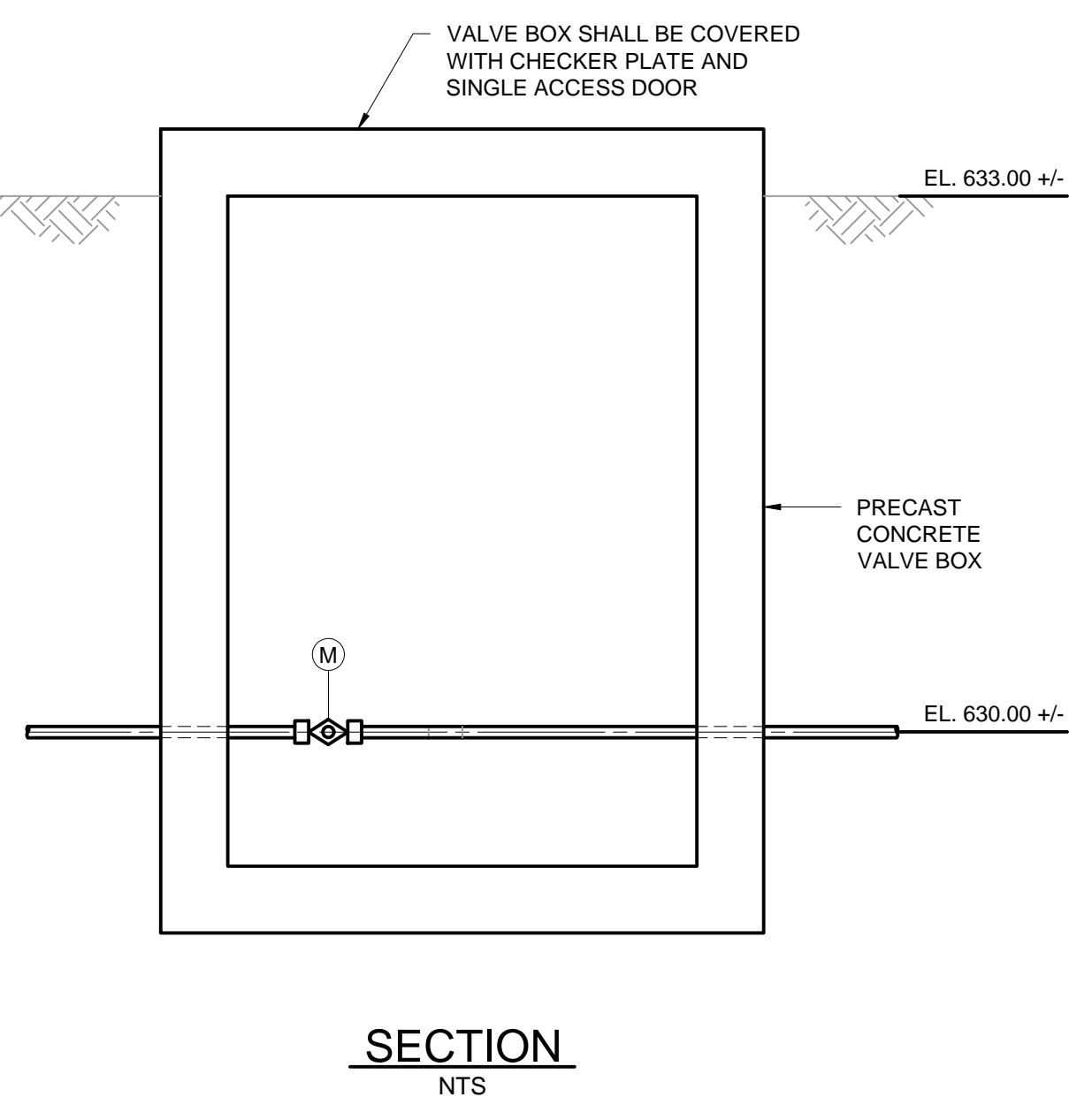
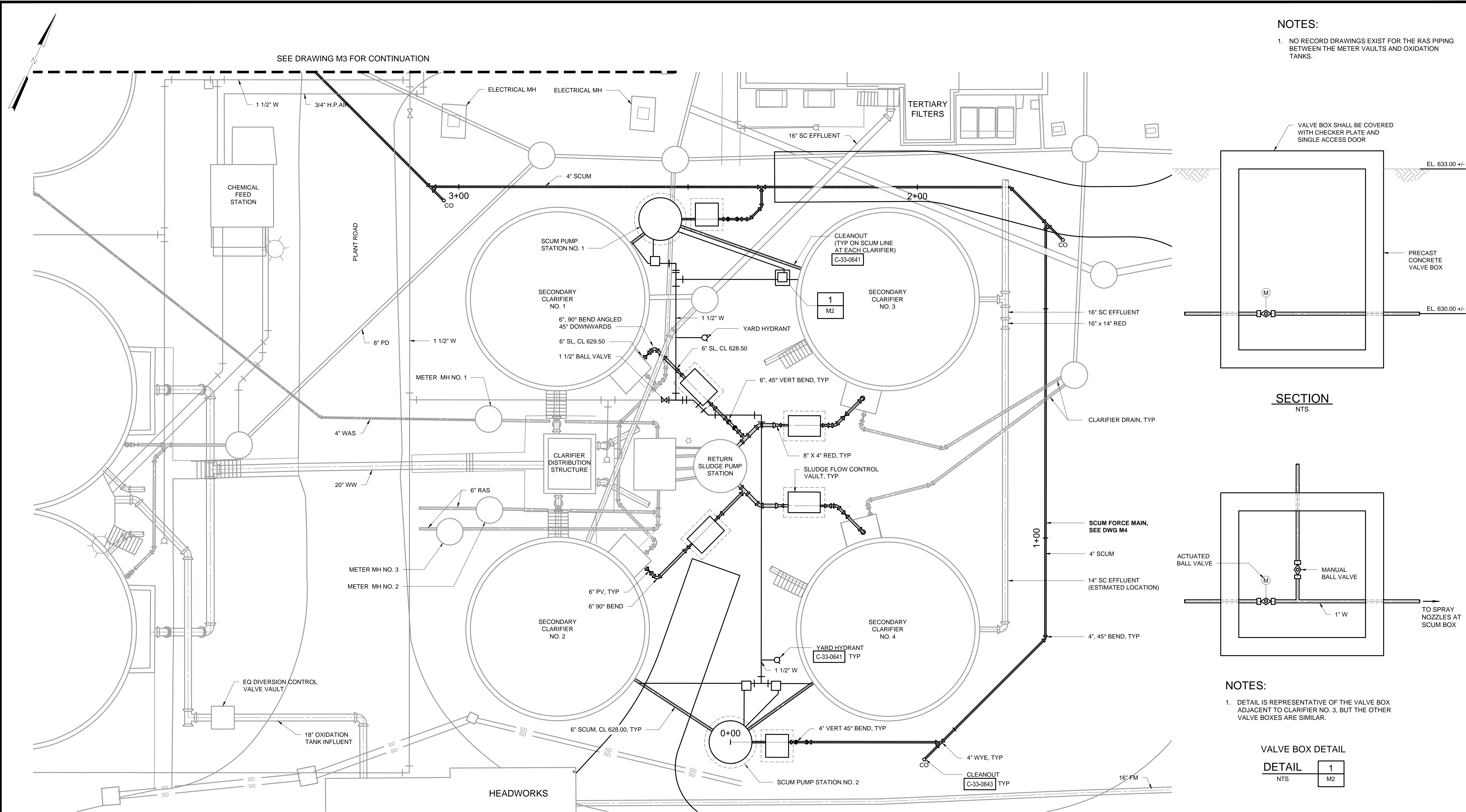
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

May 2015

NOTES:
 1. NO RECORD DRAWINGS EXIST FOR THE RAS PIPING BETWEEN THE METER VAULTS AND OXIDATION TANKS.



NOTES:
 1. DETAIL IS REPRESENTATIVE OF THE VALVE BOX ADJACENT TO CLARIFIER NO. 3, BUT THE OTHER VALVE BOXES ARE SIMILAR.

VALVE BOX DETAIL
 DETAIL 1
 NTS M2



PARTIAL SITE PLAN
 1" = 10'

File: D:\19811-CH\19811-056\CAD_BIM\MECHANICAL\ME_SavedBy\AICAJAO_Saved.dwg, 12/17/2020 2:16 PM
 PLOT DATE: 12/20/2020 9:29 AM BY: AICAJAO

REV	ISSUED FOR	DATE	BY
1	CONSTRUCTION	12/20	MDP

PROJECT ENGINEER:	M. PARKER
DESIGNED BY:	M. PARKER
DRAWN BY:	A. IXCAJO
CHECKED BY:	J. STRUVE
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	



Hazen
 HAZEN AND SAWYER
 9101 SOUTHERN PINE BLVD, SUITE 250
 CHARLOTTE, NORTH CAROLINA 28273
 LICENSE NO. : C-0381

UNION COUNTY
 NORTH CAROLINA
 SP105 CROOKED CREEK WRF
 PROCESS IMPROVEMENTS

YARD PIPING
 MECHANICAL
 PARTIAL SITE PLAN - AREA 1

DATE:	DECEMBER 2020
HAZEN NO.:	30831-056
CONTRACT NO.:	1
DRAWING NUMBER:	M2