

CITY OF IMPERIAL
IMPERIAL, CALIFORNIA

ADDENDUM NO. 1

WASTEWATER TREATMENT PLANT MODIFICATIONS
COARSE SCREEN INSTALLATION
BID NO. 2014-02

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

A. GENERAL

1. All provisions of this Addendum No. 1 are hereby incorporated into the Contract Documents and bidders shall account for all provisions pursuant to this Addendum No. 1 in submitting their bid proposals. **Each Bidder shall include a dated and signed copy of this Addendum No. 1 with his sealed bid proposal.**
2. The **Bid opening date has been revised.** The bid proposals will be received until 11:00 a.m. on April 23, 2014 at the offices of the City Clerk at the City of Imperial at 420 So. Imperial Ave, Imperial, CA 92251.
3. Due to the delivery time of the screening equipment, the **Construction Schedule has been extended.** The Contractor shall complete the project within **Two hundred and seventy five (275)** Calendar days.

B. SPECIFICATIONS

1. Instructions to Bidders

8. Alternate Bids has been added to the contract documents and is included as Attachment A.
2. Bid Forms

Bid Item Nos. 5 and 6 have been added to the bid forms, revised bid forms are included as Attachment B.

3. Special Requirements

The following has been modified as follows:

5. TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. After the Contract Documents are executed, the City will give the Contractor notice to proceed. After this notice is given, all contract construction work shall be completed and the screening unit shall be field tested and operational within **275 (two hundred and seventy five) calendar days**.

Completion time in calendar days noted in Item A above includes Saturdays, Sundays, and holidays.

The liquidated damages of **\$2,000.00 per calendar day** shall be deducted from any compensation due the Contractor should he fail to complete the work required by the terms of his Contract within the time specified in Item A above, plus any authorized time extensions.

4. Division 15

Section 15100 – Owner Selected Equipment has been added to the contract documents and is included as Attachment C.

5. Appendices

Appendix C – Huber Technology Scope of Supply has been added to the contract documents and is included in Attachment D.



By: Shane Bloomfield 4/3/13
Shane Bloomfield date
P. E. CA77435

By: _____
(Bidder's Company Name)

Date Received by Bidder:

(Bidder's Signature)

(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

Attachment A

INSTRUCTIONS TO BIDDERS

THE CITY OF IMPERIAL
STATE OF CALIFORNIA

Wastewater Treatment Plant – Coarse Screen Installation

1. Explanations to Bidders

(a) Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids, including drawings, specifications, prior approvals, etc., must be requested in writing no later than 5 calendar days before the bid deadline. Any interpretation made will be in the form of an addendum to the Invitation for Bids and will be furnished to all prospective bidders. Receipt of Addenda by the bidder must be acknowledged in the space provided on the Bid Form or by letter or transmittal received before the time set for opening of sealed bids. Verbal explanations or instructions given before the award of the contract will not be binding.

(b) All questions regarding the Invitation for Bids shall be in writing and directed to:

City of Imperial
Jackie Loper – Public Services Director
420 South Imperial Avenue
Imperial, California 92251
760-427-4238

2. Conditions Affecting the Work

(a) Before submitting a bid, each bidder must (1) examine the bid and contract documents thoroughly, (2) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (**Optional**), (3) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (4) study and carefully correlate bidder's observations with the bid and contract documents. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the bid or contract documents.

(b) The submission of a bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of the request for bids and that the bid and contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for

performance of the work.

3. Bidder's Qualifications

- (a) Contractor must have a California State Contractor's Class "A" license to perform the work. Any bid submitted by a contractor not properly licensed shall be considered non-responsive and will be rejected.

4. Bid Guaranty

- (a) The bid guaranty shall be in the form of a bid bond, certified check, or cashier's check, payable to the order of the City of Imperial, in an amount not less than 10% of the Bid. If the bid guaranty is in the form of a bond it must be of the type included in this bid package. Any bid bond shall be executed by a corporate surety acceptable to the City and authorized to issue such surety bond in the State of California. Bid guaranties, other than bid bonds, will be returned (1) to unsuccessful Bidders as soon as practicable after the opening of bids, and (2) to the successful Bidder upon execution and delivery of all contract documents. However, the City reserves the right to retain the bid guaranty of the second lowest qualified Bidder until the lowest qualified Bidder executes and delivers all required contract documents to the City or until 60 calendar days after bid opening, whichever occurs first.
- (b) Failure to furnish a bid guaranty in the proper form and amount, by the time set for the receipt of bids, shall be cause for rejection of the bid.
- (c) If the successful Bidder, upon acceptance of its bid by the City fails to execute and deliver all contract documents within 10 calendar days after receipt of City's Notice of Award, the successful Bidder's bid guaranty shall be retained by the City as liquidated damages. Such failure on the Bidder's part to execute and deliver those documents will cause substantial damage to the City, including delay in its construction program, which damage is not easily reduced to monetary terms and, therefore, the full amount of the bid guaranty is properly considered to be liquidated damages.

5. Preparation of Bids

- (a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. All blank spaces shall be filled in. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Telephonic or fax bids will not be considered.
- (b) Substitutions for specified materials will not be considered without prior approval.

- (c) Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for receipt of bids. Telephonic or fax modifications will not be considered.
- (d) Discrepancies between words and figures shall be resolved in favor of words.
- (e) Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

6. Submission of Bids

- (a) Bids must be sealed, marked, and addressed as indicated below. Failure to do so may result in a premature opening of, or a failure to open, such bid, thereby eliminating that Bidder from consideration. If the bid is mailed, the sealed envelope containing the bid should be enclosed in another envelope addressed as indicated below.
- (b) All bids shall be received no later than **11:00 a.m.** Pacific Standard Time, on **April 23, 2014** hand-delivered or mailed, addressed to:

**Debra Jackson, City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, California 92251**

- (c) The envelope containing the original copy of the bid must be sealed, marked, and addressed as follows:
 - (1) Name and address of Bidder
 - (2) Marked in the lower left-hand corner of the envelope:

**CITY OF IMPERIAL, WASTEWATER TREATMENT PLANT –
COARSE SCREEN INSTALLATION – BID NO. 2014-02**
- (d) The original bid shall consist of those documents listed below. The original document shall be returned with the bid.
 - (1) Bid Form;
 - (2) List of Proposed Subcontractors;
 - (3) Bid Bond;
 - (4) Noncollusion Affidavit; and

(5) Contractor's Certificate Regarding Workers' Compensation

7. Late Bid, Modification or Withdrawal of Bid by Bidder

- (a) Any bid received by the City after the exact time specified for receipt will be returned unopened.
- (b) Any modification or withdrawal of bids must be made in writing and is subject to the same condition as in (a) above. A bid may be withdrawn by written or transmittal request received from a Bidder prior to the time set for opening bids. A bid may also be withdrawn in person by a Bidder or the Bidder's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid, but only if the withdrawal is made prior to the time set for opening bids.

8. Alternate Bids

The City may elect to delete Bid Item Nos. 5 and 6 from the contract price. However, pursuant to Public Contract Code Section 20103.8, the lowest bid will be determined on the lowest total bid price for the entire bid schedule, including alternate Bid Item No. 5. Since the time for the alternate bid items has already been factored into the Contract Time, no additional Contract Time will be awarded for any of the alternate bid items. Because the Owner may elect to include one or more of the alternate bid items, or to otherwise remove certain bid items from the Project scope of work, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder. Bidders shall not unevenly weight or allocate their overhead and profit to one or more particular bid item.

9. City Modifications Prior to Date Set for Opening Bids

The City may revise or amend the bid or contract documents, including the specifications and drawings, prior to the date set for opening bids. Such revisions and addenda, if any, will be announced by addenda to the Invitation for Bids. If the revisions and addenda are of a nature which require material changes in the bid, the date set for opening bids may be postponed by such number of days as in the opinion of the City will enable Bidders to revise their bids. In such a case, the addendum will include an announcement of the new date and time for opening bids.

10. Public Opening of Bids

Bids will be publicly opened at the time set for opening in the Notice to Bidders. Their content will be made public for the information of Bidders and others interested, who may be present either in person or by representative.

11. Award of Contract

- (a) Award of contract will be made to the low responsible Bidder whose bid, conforming to the Invitation for Bids, is most advantageous to the City, price and other factors considered.
- (b) The City Council may, when in its interest, reject any or all bids.
- (c) The City may accept any item or combination of items of a bid, unless precluded by the Invitation for Bids or the Bidder includes in its bid a restrictive limitation.

12. Bonds and Insurance

- (a) If the successful bid is in excess of \$25,000, the bidder to whom the contract is awarded shall furnish a Payment Bond on forms approved by the City, executed by a corporate surety acceptable to the City and authorized to issue such surety bonds in the State of California. The Payment Bond shall be in an amount equal to 100% of the Contract Price. The entire cost of bond shall be borne by the successful Bidder.
- (b) The successful Bidder shall furnish a Performance Bond on forms approved by the City, executed by a corporate surety acceptable to the City, and authorized and admitted to issue surety bonds in California. The Performance Bond shall be in an amount equal to 100% of the Contract Price. The entire cost of the Performance Bond shall be borne by the successful Bidder.
- (c) The successful Bidder shall deliver to the City certification attesting to the fact that the required policies of insurance have been obtained by the Bidder to the limits described in section 5.1.1 of the *General Conditions (pg GC-3)*.
- (d) The signed contract, required bonds and certificates of insurance shall be delivered to the City within 10 calendar days after receipt by Bidder of City's Notice of Award.

13. Subcontractors

- (a) Each Bidder in its bid shall set forth the following:
 - (1) The name and location of the place of business of each subcontractor whom it intends to use to perform work or labor, or render service to the Bidder in or about construction of any work, in an amount in excess of 0.5% of the Base Bid. (California law forbids the substitution of subcontractors on public works projects, such as this project, except under very narrow and limited circumstances.)

- (2) The portion of the work which will be done by each such proposed subcontractor, if the Bidder is awarded the Contract.
- (b) Each Bidder shall furnish such information in substantially the form set forth in the Invitation for Bids. If no subcontractors are to be used, other than within the 0.5% limit referred to above the Bidder shall state "None" on the form.
- (c) Each proposed subcontractor must complete a Subcontractor's Experience Statement, which shall be attached to the List of Proposed Subcontractors in order for the bid to be considered complete.

14. Noncollusion Affidavit

Each Bidder shall include a noncollusion affidavit with its bid in substantially the form set forth in the Invitation for Bids.

15. Permits and Fees

The Bidder's attention is called to the requirements of the General Conditions regarding the acquisition of and payment for permits, licenses and fees related to the work of this project. All such acquisitions and payments are the sole responsibility of the Contractor. It is the sole responsibility of the Bidder to contact agencies or utilities having jurisdiction over the project to ascertain the extent of permits and fees required and the cost thereof, and to include all such costs in its bid.

16. Prevailing Wage Rates

Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720) Part 7, Division 2 of the Labor Code, shall be paid to all workers employed on this public work. Should the prevailing wage rate be increased, decreased, or eliminated a corresponding adjustment shall be made to the Contract Price which shall reflect the effect of that change in or elimination of the prevailing wage rate. A copy of the applicable rate of per diem wages is on file in the office of the City Clerk, 420 South Imperial Avenue, Imperial, California.

The successful Bidder must also comply with statutory requirements relating to certified copies of payroll and maintenance records, and availability for inspection of same. Successful Bidder must comply with statutory requirements relating to employment of apprentices.

17. Construction Schedule

After the Contract Documents are executed, the City will give the Contractor notice to proceed. After this notice is given, all contract construction work shall be completed and the screening unit shall be field tested and operational within **275 (two hundred and seventy five) calendar days**. The Contractor will be liable for damages for any inexcusable delay beyond this period. Liquidated damages for such delay shall be \$2,000 per working day for each day past the completion date.

18. Debarment of Contractors and Subcontractors

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 or the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

Attachment B

BID FORM

THE CITY OF IMPERIAL
STATE OF CALIFORNIA

Wastewater Treatment Plant – Coarse Screen Installation

To: City Of Imperial
Public Works Department
420 South Imperial Avenue
Imperial, California 92251

In response to the Invitation for Bids, the undersigned Bidder hereby proposes to furnish all labor, material, equipment and services and perform and complete all work required for the **Coarse Screen Installation** Project as described in the Plans and Specifications.

The City may elect to delete Bid Item Nos. 5 and 6, a second screen and wash press, from the contract price. However, pursuant to Public Contract Code Section 20103.8, the lowest bid will be determined on the lowest total bid price for the entire bid schedule, including alternate Bid Item Nos. 5 and 6. In the event that the City deletes Bid Item No. 5, the project completion time will not change.

Performance shall include all work necessary to complete the Project in strict accordance with the Contract and for the price(s) to be specified by the Bidder below, including all applicable taxes.

Bidder certifies that it has examined and is fully familiar with all of the provisions of the Invitation for Bids and any Addenda thereto; that it is submitting this Bid in strict accordance with the Instructions to Bidders; and that it has carefully reviewed the accuracy of all statements attached to this Bid.

Bidder certifies that it has visited and examined the work site (Optional), and is satisfied with the nature and location of all work, the general and local conditions to be encountered in the performance of the work, the requirements of the Contract and all other matters which can in any way affect the work or the cost thereof. Bidder further certifies that Bidder has performed such tests deemed necessary for the preparation of this bid.

Bidder agrees that this Bid constitutes a firm offer to the City which cannot be withdrawn by Bidder for 60 calendar days from the date of actual opening of bids. If awarded the Contract, Bidder agrees to execute and deliver to the City within 10 calendar days after receipt of City's Notice of Award, the applicable Construction Contract form and the required Payment Bond, Certificates of Insurance, and any other required Contract Documents.

BIDDING SCHEDULE
COARSE SCREEN INSTALLATION
CITY OF IMPERIAL

Item No.	Description	Unit Price	Total Item Price
1	Mobilization; including bonds, insurance, potholing of existing utilities prior to commencing construction, site cleanup and restoration, and demobilization ⁽¹⁾ .	Lump Sum	\$ _____ *
2	Demolition and By-Pass; Removal and legal disposal of existing asphalt, manholes and 15" sewer piping for construction of proposed inlet channel and equipment; relocation of yard piping, abandonment of sewer piping as indicated on the plans, conduit and conductors; tree removal, removal of all excess excavated material as required to meet design grades; finish grading as required to meet design grades as shown on the design drawings and as stated in the Specifications. Preparation and Implementation of Sewage Spill Containment Plan and Sewer Bypass/Phasing Plan as described in the Special Requirements.	Lump Sum	\$ _____ *
3	Screen Structure and Equipment; Construct reinforced concrete screen structure equipped with stairs, handrails, grating, blowers, sluice gate, slide gates, stainless steel manual bar screen, etc. and installation and taxes of screening equipment in Item No. 4 as shown on the design drawings and as stated in the Specifications.	Lump Sum	\$ _____ *
4	StepScreen and Wash Press Equipment; Provide and install one (1) Step Screen Vertical Series (SSV 7300X676x6 by Huber) and one (1) Rotamat WAP Screening Wash Press with controls as shown on the design drawings and as stated in the Specifications.	Lump Sum	\$177,980.00
5**	2nd StepScreen and Wash Press Equipment; Provide and install one (1) Step Screen Vertical Series (SSV 7300X676x6 by Huber) and one (1) Rotamat WAP Screening Wash Press with controls as shown on the design drawings and as stated in the Specifications.	Lump Sum	\$148,030.00
6**	Installation and Tax for 2nd StepScreen and Wash Press; Tax and installation cost for Bid Item No. 5.	Lump Sum	\$ _____ *

Item No.	Description	Unit Price	Total Item Price
7	Biolac Walkway; Install aluminum walkway on existing concrete divider wall of biolac basin, including all aluminum brackets, supports, anchors, grating, handrail, etc. for a complete walkway as shown on the design drawings and as stated in the Specifications.	Lump Sum	\$ _____ *
8	Clarifier Pipe Modifications; Expose existing piping, cut existing piping and dispose of piping removed, install new piping, valves, couplings, valve cans, replace asphalt; all as shown on the design drawing in Appendix B and as stated in the Specifications.	Lump Sum	\$ _____ *
9	Electrical Work; All required panels, control, ducts, conduits and wiring necessary for operation of the proposed mechanical equipment associated with the proposed step screen, washpactor, and blower controls; provide and install level sensor, level transducers/transmitters, yard lighting, screen structure lighting, etc. as shown on the design drawings and as stated in the Specifications.	Lump Sum	\$ _____ *
10	Site Work; Including: Fill import/excavation as required to meet design grades; asphalt paving, connection to existing gravity sewer piping, installation of 15" and 24" PVC Sewer pipe, installation of sewer manholes, 24" PVC inlet/outlet piping to proposed inlet channel and connection to existing influent pump station and all other site work as shown on the design drawings and as stated in the Specifications.	Lump Sum	\$ _____ *
11	Miscellaneous Work; Including: hydro-static pressure testing and miscellaneous testing; trench shoring, sheeting, bracing, and dewatering per California Labor Code and OSHA requirements; field start-up, testing, operational demonstrations and operation and maintenance manuals; preparation of SWPPP, and <u>including</u> the cost of all contract work not specifically listed in any other Bid Item (Nos. 1 through 10) herein.	Lump Sum	\$ _____ *

Item No.	Description	Unit Price	Total Item Price
12	Field Orders; The Engineer, with concurrence from the Owner, may make appropriate modifications in the Scope or quantity of contract work to be provided. Bid Item No. 12 shall be utilized for change in work only when written "field ordered" changes are authorized by the Engineer on behalf of the Owner. Should it become necessary to exceed the allowance amount listed in Bid Item No. 12, a formal change shall be made by written Change Order between the Contractor and Owner. Payment for force account work for this contract work will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for various lump sum or unit price items; or in accordance with prices mutually agreed upon between the Engineer and Contractor, with concurrence from the Owner.	Lump Sum	\$25,000.00

* Prices include any amount payable by the City for taxes by reason of the Contract

**Alternate Bid Item

TOTAL BID PRICE – ITEMS 1-12 \$ _____ *

TOTAL BID PRICE FOR BID SCHEDULE _____

_____ DOLLARS

(DOLLAR AMOUNT IN WRITTEN FORM)

* Prices include any amount payable by the City for taxes by reason of the Contract

The undersigned agrees that these Proposal/Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of Calendar Days indicated in the Notice Inviting Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the Owner and a third party, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

Acknowledgement of reading above statement:

By: _____
Signature

_____ Date

CERTIFIED DATA SHEET

(Supplemental Instructions: The Bidder shall indicate, opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the City of Imperial of the manufacturers and/or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.)

<u>Item</u>	<u>Manufacturer and Supplier</u>
1. Plug Valves	_____
2. Ductile Iron Pipe	_____
3. PVC Sewer Pipe	_____
4. Channel Gates	_____

ATTACHMENTS

Attached are the following forms which have been completed by Bidder and made a part of this bid:

- 1. List of Proposed Subcontractors;
- 2. Noncollusion Affidavit;
- 3. Contractor's Certificate Regarding Workers' Compensation

ADDENDA

Bidder also acknowledges receipt of the following Addenda, which Addenda have been considered by Bidder in submitting this Bid (if none, state "None"):

Addenda Nos. _____

CONTRACTOR'S LICENSE

Bidder certifies that Bidder is currently licensed under the California State Contractor's License Law as follows:

Contract License Number	Name of Licensee	Type of License	Issue and Expiration date

COMPLETION TIME

The Project, including its respective components, must be completed within ***Two hundred and seventy five (275) Calendar*** days after the notice to proceed. Bidder certifies that it can complete the Project within this time period.

Submitted by,

BIDDER'S NAME:

By: _____

Title : _____

BIDDER'S BUSINESS ADDRESS:

BIDDER'S TELEPHONE AND FAX NUMBERS:

IF BIDDER IS A CORPORATION:

State and date of incorporation

IF A PARTNERSHIP OR JOINT VENTURE:

Full names of all partners or joint venturers (attach additional pages if necessary)

DIRECTIONS FOR SUBMITTING BIDS:

1. The envelope containing the original of this Bid Form with all attachments must be sealed, marked, and addressed as follows:

a. Marked in the lower left-hand corner of the envelope:

The City of Imperial, **Wastewater Treatment Plant – Coarse
Screen Installation – BID NO. 2014-02**

b. Addressed to:

**Debra Jackson, City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251**

Attachment C

SECTION 15100 – OWNER SELECTED EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. The Owner has pre-selected various pieces of equipment to be purchased and installed by the Contractor under this contract.
- B. The list of owner selected equipment, along with the terms and conditions of purchase, and all relevant equipment details and vendor contact information are included in APPENDIX C of contract documents.
- C. The Contractor is responsible for purchase of owner selected equipment. The Contractor shall be responsible for all taxes and any additional fees associated with the purchase of owner selected equipment.
- D. The Contractor is required to maintain a record for each piece of equipment.
- E. The equipment representative and primary contact for each manufacturer is included below. An overview of the scope for each piece of equipment is included in Appendix C. For a complete scope of supply, equipment assembly requirements, as well as warranties, payment terms and other necessary information the Contractor shall contact the equipment vendors.
- F. The City has authorized the equipment vendor listed in 1.3 A below to begin preparing the submittal package for the equipment and it is the intent of this contract that an approved submittal will be provided to the Contractor within two (2) weeks following the Notice of Award. The Contractor will then be responsible to provide the equipment vendor with a purchase order for fabrication and delivery of the equipment for the amount indicated on the vendor's scope of supply, less \$10,000 for the preparation of submittals paid by the City.

1.2 RECEIVING, STORAGE AND HANDLING

- A. The Contractor shall be responsible for receiving, storage and handling of owner selected equipment. The Contractor shall unload and uncrate equipment and visually inspect for defects and/or damage. Contractor shall report immediately to the Owner and Engineer any such conditions found.

1.3 OWNER SELECTED EQUIPMENT

A. HEADWORKS SCREENING EQUIPMENT BY HUBER TECHNOLOGIES, INC.

1. Contact: John Lewis
Phone: (704) 995-5451 (work)
Email: john@hhusa.net
2. Contact: Dave Ritter (Goble Sampson Associates, Huber Rep.)
Phone: (801) 550-1613
Email: dritter@goblesampson.com
3. Scope of Supply: **AS SHOWN IN APPENDIX C:** Contact equipment manufacturer for clarifications.

1.4 ASSEMBLY OF OWNER SELECTED COMPONENT

- A. Assembly of some Owner selected components are required to make complete and functional installations. The contractor shall follow manufacturer's instructions.

1.5 PRESTART-UP INSPECTION AND LUBRICATION

- A. Contractor shall check all Owner selected equipment and make adjustments to the equipment which will allow for proper/ functional operation of the equipment, then start-up the equipment. Pertinent items include but not necessarily limited to the following:
1. Removal of shipping stops.
 2. Vibration isolators properly aligned and adjusted.
 3. Flexible connections are properly aligned.
 4. Safety controls, safety valves and high or low limits are in operation.
- B. Provide initial lubrication to all Owner selected equipment. Follow manufacturer's requirements.

1.6 START-UP

- A. The Contractor will inform the Owner when each piece of equipment is ready for start-up. The Contractor will then have an authorized representative of that piece of equipment come and perform the start-up.
- B. Any problems in start-up which are found to be as a result of improper installation shall be corrected by the Contractor at no cost to the Owner.
- C. The Owner will schedule the training of each piece of equipment by each manufacturer's representative at the Owner's convenience.
- D. After a successful start-up, the Owner will issue a written release to the Contractor for the piece of equipment.

END OF SECTION 15100

Attachment D

APPENDIX C

HUBER TECHNOLOGY SCOPE OF SUPPLY

SCOPE OF SUPPLY

Project Name: Imperial Valley, CA

Job Quote Number: JQ003803

Equipment: SSV 7300x676x6 & WAP 2

Date: March 17, 2014

Huber Contact:

Regional Sales Manager: John Lewis

Email Address: john@hhsua.net

Phone Number: (704) 995-5451 (John)

Represented By:

Representative Firm: Goble Sampson Associates

Representative Associate: Dave Ritter

Email Address: dritter@goblesampson.com

Phone Number: (801) 550-1613



**Huber Technology, Inc.
9735 NorthCross Center Court
Suite A
Huntersville, NC 28078**

**Phone: (704) 949-1010
Fax: (704) 949-1020**

Item #	Qty	DESCRIPTION
1	1	<p>Step Screen® Vertical Series</p> <p><u>Design Information:</u></p> <ul style="list-style-type: none"> • Maximum Design Flow: 5.3 MGD • Maximum Headloss Across Screen at Maximum Design Flow at 35% Blinding: 7 inches • Upstream Water Level: 36.0 inches • Downstream Water Level 24.0 inches <p><u>Including:</u></p> <ul style="list-style-type: none"> • SSV 7300x676x6 • 304 Stainless Steel construction with full submersion passivation for superior corrosion resistance. • Channel Depth: 12 feet - 3 inches • Channel width: 3 feet • Screen width: 26.6" (676 mm) • Bar spacing: 1/4" (6 mm) • Inclination: 70° • Movable lamella thickness: 0.08" (2mm) • Stationary lamella thickness: 0.08" (2mm) • Screen Covers in 304 stainless • Support legs in 304 stainless • Bottom Step Washing • Class 1 Division 2 motor, 3-HP, 480 VAC, 3 phase, 60 Hz, S.F. 1.0 • One NEMA 7 Local Control System for each screen
2	1	<p>ROTAMAT WAP Screening Wash Press</p> <p><u>Design Information:</u></p> <ul style="list-style-type: none"> • Throughput: 70 ft³/hr • 30% to 40% Dry Solid Content • Up to 70% weight reduction <p><u>Including:</u></p> <ul style="list-style-type: none"> • WAP Size 2 • 304 Stainless Steel Construction • Class 1 Division 2 motor, 5-HP, 480 VAC, 3 phase, 60 Hz, S.F. 1.0 • Support legs • Discharge pipe • Enclosed feed trough/hopper • Three (3) washing points with two (2) solenoid valves, Class 1 Division 2, 2-way brass body, 110 VAC, 60 Hz • One NEMA 7 Local Control System for each WAP.

3	1	<p>Main Control Panel</p> <p><u>Including:</u></p> <ul style="list-style-type: none"> • Enclosure, NEMA 4X 304 Stainless Steel • Main Disconnect, Non-Fused w/ Through Door Handle • Motor Starter, IEC Rated, Non-Reversing, with Thermal Overload Relay and CB Branch Circuit Protection [5HP - 480VAC Max, Screen] • Motor Starter, IEC Rated, Non-Reversing, with Thermal Overload Relay and CB Branch Circuit Protection [5HP - 480VAC Max, Press] • True Power Monitor, [Screen] • Current Monitor, [Press] • Control Power Transformer, 480-120VAC w/ branch circuit protection • TVSS, 120VAC • Panel Heater, with Thermostat • Programmable Logic Controller, Allen-Bradley MicroLogix 1400, with Ethernet • Operator Interface Unit, Allen-Bradley Panelview C400 • Alarm Horn • Alarm Beacon • Circuit breakers, 120VAC • Pilot Lights, Transformer Type, [As Required] • Push Buttons, [As Required] • Selector Switches [As Required] • Control Relays • Terminal Blocks • Dry Contacts • Intrinsically Safe Circuits, [Screen Home Switch] • UL Listed / Labeled • Hydroranger 200 Differential Level Controller
4	1	<p>Spare Parts</p> <p><u>Including:</u></p> <ul style="list-style-type: none"> • Five (5) Movable blades • Five (5) Fixed blades • 50 Plastic lamina spacers • Three (3) Flange bearings • Six (6) guide bars • One (1) cleansing brush • One (1) solenoid rebuild kit
5	1	<p>Manufacturer's Services</p> <p><u>Including:</u></p> <ul style="list-style-type: none"> • One (1) trip, Four (4) days of manufacturer's services • Additional manufacturer's services are available on a per diem rate upon request

Item #	Qty	DESCRIPTION
6	1	Additional 2nd Screen and Wash Press <ul style="list-style-type: none"> • Same as Items #1&#2 • One (1) Additional Hydroranger Level Control Sensor • One (1) Additional Service Day for Start-up and functional testing

Pricing:

Item #	EQUIPMENT	Price
1	Step Screen Standard Equipment	Included
2	ROTAMAT WAP Screening Wash Press	Included
3	Main Control Panel	Included
4	Spare Parts	Included
5	Manufacturer's services	Included
1-5	TOTAL	\$187,980

Optional Adder:

Item #	EQUIPMENT	Price
6	Additional 2 nd Screen and Wash Press	\$148,030

Notes:

1. All electrical interconnections, wirings, junction boxes and terminations between the equipment and electrical components are to be provided by installing contractor.
2. All piping to and from the equipment is to be supplied by the installing contractor.
3. Any Item not specifically listed above is not considered part of this scope of supply. Please contact our representatives listed above for further clarification.
4. Huber has provided equipment which is designed to meet the performance requirements of the specification.
5. Programming software and spare parts for the controls systems are not included in this scope of supply unless stated otherwise. These items are available for an additional cost adder upon request.

Terms and Conditions

The proposal is dependent on customer's acceptance of the attached Huber Technology, Inc. Standard Terms and Conditions.

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Jobsite
- Price does not include installation or building modifications
- Price quotation is valid for 60 days from the date of this proposal. After expiration of validity Huber reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

Terms of Payment

10% upon delivery of submittals (net 30 days)

80% upon delivery of equipment (net 30 days)

10 % upon start-up of equipment (net 30 days)

Submittals

Huber Technology will provide documentation to the customer per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of Huber Technology O&M manuals prior to equipment start-up.

Shipment

Huber Technology will maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 22-24 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond Huber's responsibility, a finance charge of 1.5% of the contract value per month will be due and payable to Huber.

Accessories

This proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of Huber's machines and systems are manufactured from 304 grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride < 200 mg/l
- Hydrogen sulfide H₂S < 6 ppm

Machines made from 316 grade stainless steel are available for a price adder for extremely harsh operating environments.

Purchase Orders

All purchase orders are to be faxed or mailed to:

Huber Technology, Inc.
9735 NorthCross Center Court, Suite A
Huntersville, NC 28078
Phone: (704) 949-1010
Fax: (704) 949-1020

All purchase orders are subject to acceptance by Huber Technology, Inc.

Warranty

Huber warrants the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended solely under the operating conditions defined by Huber for a period of (a) 12 months from completion of installation, start-up or owner acceptance of the equipment, or (b) 18 months from the date of delivery to Purchaser, whichever date comes first.

Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on jobsite
- Local, State or Federal taxes or fees
- Foundation design and engineering (Huber will furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in Huber scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bins(s).

Project Management

Huber will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for Huber equipment

- Coordination with Huber manufacturing on materials procurement and fabrication to and with Huber shipping/logistics to ensure Huber commitments are maintained.

Erection, training and Start-up assistance

A certified Huber Service Technician can normally be at the jobsite within two (2) weeks after customer's request to Huber for equipment start-up and commissioning assistance. Huber will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the purchaser's request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight hours per day.

- At the request of the purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- Expenses are defined as the costs of travel from Huber's location to the point of installation and return; together with accommodation and living expenses during the period of field service.
- Charges for all time involved will be invoiced, including delays which are beyond Huber's control.

Equipment Standard

Any deviations from the Huber standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. Huber reserves the right to charge adders to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in Huber's scope of supply.

Shop painting

Gears and motors will receive three layers of painting, two layers of primer and a finishing layer with synthetic resin varnish.

Huber Technology, Inc.
Terms and Conditions of Sale

- GOVERNING TERMS:** The Terms and Conditions shall exclusively govern the sale of equipment, components and related services by Huber to Purchaser. Acceptance of Huber's offer or counteroffer by acknowledgement is expressly limited to these terms and conditions and those stated in any Huber proposal or acknowledgement. Huber hereby gives notice of objection to any different or additional terms which may be proposed or contained in any document forwarded by Purchaser. No other terms or conditions or modification of these terms shall be binding upon Huber unless specifically accepted in writing by an authorized representative of Huber. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by Huber. The terms and conditions in a Huber order acknowledgement take precedence if inconsistent with those stated below.
- PRICING:** Unless otherwise stated therein, prices quoted are valid for acceptance within 60 days of the date Huber's proposal. If purchaser causes or requests delays in manufacture or shipment beyond 6 months from acceptance of purchase order, Huber shall have the right to price increase based on any actual escalation in labor, material, overhead, and component costs. Huber also reserves the right to charge purchaser for any reasonable storage costs caused by such delays.
- PAYMENT TERMS:** Huber will extend credit to Purchaser and accept payment of the full net invoice within 30 days of receipt by Purchaser, subject to a satisfactory credit check and approval by the Huber Credit Department. Should any investigation reveal grounds for insecurity of payment at any time, Huber reserves the right to demand payment terms which adequately assure Huber of Purchaser's expected payment or to withhold shipment until such terms are reached or payment is received. Late payments shall be subject to a 1.5% per month finance charge.
- RETAINAGE:** Retainage, in any case, is limited to 10% of the contract value and is due upon completion of the terms of the contract.
- TAXES:** Purchaser shall pay directly or reimburse Huber for payment of any and all applicable sales, use, excise or other taxes. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any tax, and shall indemnify, defend, and hold Huber harmless from any loss, cost or expense related to exemptions.
- SHIPPING:** All equipment and components will ordinarily be shipped in one lot by the lowest cost method at the discretion of Huber. Additional shipments requested by Purchaser shall be subject to additional shipping and handling charges. All shipments shall be Delivered Duty Paid (DDP) to the jobsite. Delivery by the freight carrier to the Purchaser shall transfer to Purchaser the risk of loss or damage and the risk of meeting Purchaser's project schedule.
- DELIVERY DATES:** All delivery dates are approximate and subject to revision due to engineering approval delays, availability of materials and components, and other causes beyond Huber's control, including unusual weather conditions, acts of God or government, accidents, labor dispute (including lockouts), or damage or breakdown at Huber plant. Huber will use its best efforts to meet promised delivery dates, but under no circumstances shall Huber be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Purchaser will notify Huber within 30 days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of 6 months after order acceptance and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.
- GOODS ACCEPTANCE:** It is Huber's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of two weeks from delivery date. If a written report is not submitted to Huber within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, and is duly accepted by the Purchaser.
- FIELD SERVICE:** "Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or

requests for post-warranty service. Purchaser acknowledges that Huber Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by Huber, nor are its Field Service representatives authorized to bind Huber with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by Huber. This paragraph shall apply to any and all initial and subsequent Field Service provided by Huber relating to the equipment sold to the Customer. Any field service work performed at site after expiration of the initial warranty period is warranted for 60 days after the work has been completed.

10. **CANCELLATIONS:** Purchaser may not cancel or terminate its order without the written consent of Huber and payment of Huber's associated costs, effort expended, and loss of anticipated profit.
11. **GOVERNMENT STANDARDS:** Huber's equipment will be designed and manufactured to comply with federal government occupational safety, noise, sanitation and health standards. The purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by Huber in its proposal.
12. **LIMITED WARRANTY:** Huber warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by Huber for a period of (a) 12 months from completion of installation, start-up or owner acceptance of the equipment, or (b) 18 months from the date of delivery to Purchaser, whichever date comes first. Huber will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that Huber is notified promptly in writing of any claimed defect. If requested by Huber, any such defective part or component shall be returned to Huber, freight prepaid. Huber will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by Huber. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by Huber in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of Huber. For any billable repairs completed outside of the initial warranty period, a 60 day guarantee on work performed and parts supplied will apply.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHERS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **EXCLUSIVE REMEDIES:** Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by Huber of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by Huber, or refund of 80% of the purchase price if the equipment cannot be repaired or replaced. This remedy excludes any other consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of Huber equipment, such as crane rental, structural alteration, or demolition, which are necessitated by factors over which Huber has no control such as building design or configuration.
14. **LIMITATION OF LIABILITIES:** Huber shall not be liable in contract, tort or otherwise any form of consequential, incidental, punitive, or liquidated damages, loss of use, cost of cover, extraordinary removal or re-installation costs, or governmental fines or penalties arising out of failure of its equipment to perform or be free from defects, late shipment, errors or omissions in Field Service or any other breach or failure to perform whatsoever. Under no circumstances shall Huber's total liability of any type exceed 10% of the purchase price.
15. **INDEMNIFICATION:** Huber shall indemnify Purchaser from and against any claims, suits, or demands by others for property damage, personal injury or death arising out of the sole fault or neglect of Huber in the design or manufacture of its equipment, or for damages for patent infringement arising solely out of equipment or components designed and supplied by Huber. This indemnity obligation shall be void unless Purchaser provides prompt written notice to Huber of any occurrence which may require indemnification.

Purchaser permits Huber to assume the defense and settlement of any claim, suit or demand, and Purchaser shall cooperate in all respects with Huber in defense and settlement.

16. **TITLE:** Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with Huber until the full purchase price is paid by Purchaser. Until such time, Huber may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of Huber Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by Huber to maintain Huber's rights in, and title to such equipment.
17. **GOVERNING LAW:** The transaction between Purchaser and Huber shall be deemed to be made under and its terms shall be governed by, construed and enforced in accordance with the laws of North Carolina without regard to its conflict of laws provisions.
18. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract or its breach shall be settled by arbitration conducted in Huntersville, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.
19. **ASSIGNMENT:** Purchaser shall not assign any of its rights or obligation without the express prior written consent of Huber. Such consent may be withheld, delayed or conditioned at Huber's sole discretion. The transaction between Purchaser and Huber shall not be construed to confer or create a third party beneficiary relationship with any other entity.