SECTION 43 41 43 POLYETHYLENE STORAGE TANKS

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall furnish, deliver, install, test and place in satisfactory operation cross-linked high-density polyethylene storage tanks, complete with all necessary accessories, at the locations shown on the Drawings and as specified herein.
- B. Equipment shall be provided in accordance with the requirements of Section 46 00 00 Equipment General Provisions.

1.02 CONDITIONS OF SERVICE/STORAGE TANK SCHEDULE

A. Chemical Properties

	Sodium Hydroxide (Caustic)
Concentration	25%
Specific Gravity	1.28
pН	14
Freezing Point	4 °F

B. Storage Tank Schedule

	Caustic Storage Tank
Number of Tanks	One (1)
Tank Identification No.	T-6501-01
Ambient Temperature Range	40-120 degrees F
Туре	Vertical, Cylindrical
Bottom Configuration	Flat Bottom
Top Configuration	Dome Top
Nominal Capacity (to top of straight shell)	8,700 gallons
Usable Capacity (top of outlet to 6" below invert of overflow)	8,700 gallons
Maximum Diameter	11'-11"

	Caustic Storage Tank
Maximum Straight Shell Height	12'-71/4"
Maximum Overall Height	14'-11"
Connection Openings ¹ :	
1) Fill	3"
2) Outlet - Metering Pump Suction	1-1/2"
3) Overflow	4 ⁿ
4) Drain	2"
5) Vent Size and Type	6" Gooseneck
6) Emergency Vent	As Required by Tank Manufacturer
7) Manway Diameter and Type	2'-0" Bolted
8) Continuous Level Instrument	Pressure Transmitter
9) Visual Level Indicator	Reverse Float
Heating Panels and Insulation Design Temp / Minimum Ambient Temp	No
Submergence Depth for Tank and Tie-Down Buoyancy Design	N/A

¹ Refer to Drawings for Location, Orientation, and Elevation of Connections.

C. Materials of Construction of Metals and Elastomers

	Sodium Hydroxide (Caustic)
Anchor Clips / Plates / Cables	316 SS
Anchor Bolts and Submerged Metals	316 SS
Non-Submerged Metals	316 SS
Elastomers	EPDM

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. American National Standards Institute (ANSI)
 - 1. ANSI B16.5 Pipe Flanges and Flanged Fittings.
- B. American Society of Testing Materials (ASTM)

- 1. ASTM D638 Standard Test Methods for Tensile Properties of Plastics.
- 2. ASTM D746 Brittleness Temperature of Plastics and Elastomers by Impact.
- ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- 4. ASTM D883 Standard Definitions of Terms Relating to Plastics.
- 5. ASTM D1505 Density of Plastics by the Density-Gradient Technique.
- ASTM D1525 Vicat Softening Temperature of Plastics.
- ASTM D1693 ESCR Spec. Thickness .125" F50-10% Igepal.
- 8. ASTM D1998 Standard Specification for Polyethylene Upright Storage Tanks.

1.04 SUBMITTALS

- A. The following items shall be submitted in accordance with, or in addition to the submittal requirements specified in Section 01 33 00 Submittal Procedures and Section 46 00 00 Equipment General Provisions:
 - 1. Shop Drawings
 - 2. O&M Manuals
 - 3. Warranty
 - 4. List of at least five similar installations of the tank type, size, chemical service, and location conditions being proposed, including date installed, contact name, address and phone number Warranty
 - 5. Dimensions of each tank, and dimensions, location, and orientation of openings, fittings, accessories, attachments, restraints and supports, manways, and flexible connections
 - 6. Weight of each tank
 - 7. Detailed instructions for pipe connections and bolt torque values
 - 8. Design calculations supplied by the tank manufacturer or Contractor as applicable, signed by a Professional Engineer, for tank restraint system to withstand seismic, wind, and buoyancy conditions as required, including details for anchorage, lateral restraint, foundation requirements, and anchor bolt sizes, depth of embedment, shear, and pullout strength

Harrington Industrial Plastics LLC

Harrington Industrial Plastics

Suite 140-160

3055 East Rose Garden Lane

Phoenix AZ 85050

Phone:

602-313-3429

Fax:

602-252-6083

Attention:

JACK HANLEY

Company:

KIEWIT/HAYDON A JOINT VENTURE

To:

MBURCIAGA@HIPCO.COM

From:

Miguel Burciaga

Subject:

QUOTE 11505223

Memo:

Harrington Industrial Plastics 3055 East Rose Garden Lane Phoenix AZ 85050 602-313-3429 602-252-6083 Fax Quotation# 11505223 Written: MZB Quote Date 12/10/24 Expire Date 12/24/24 Page 1 OF 3

Quotation

044398

OUTLET-METERING PUMP SUCTION

KIEWIT/HAYDON A JOINT VENTURE

Ship To:

KIEWIT/HAYDON A JOINT VENTURE

3888 EAST BROADWAY ROAD

PHOENIX, AZ 85040

3888 EAST BROADWAY ROAD

PHOENIX, AZ 85040

Job:				TRES RIOS		
Contact: JACK HANLEY Phone#: 602-437-7878 Fax: 480-813-5641	FOB / D	Ship Via elivery ARO Frt-Terms	: BE : SH : CH	EST WAY POS: IIPPING POII IARGE INBOUI	SIBLE NT ND ONL	JY
Product/Description						
5360100N42 8750 GAL TANK VERT NAT XLPE 124"x146" 1.9SG 18"MNWY			1	20989.20	EA	20,989.20
WRAP-5 WRAP PROTECTIVE PLAST 4000-9500 GAL (120" DIA)			1	210.70	EA	210.70
365 8"x5" NAMEPLATE 304SS 5 LINES			1	246.40	EA	246.40
*4201 TANKS & ACC SNYDER WELDED-ON MOUNTING BLOCK FOR NAME PLATE			1.	307.30	EA	307.30
34701495 SEISMIC SYSTEM RESTRAINT FOR 8750VSTx142 HDLPE 1.9SG TANK			1	3188.90	EA	3,188.90
339-FRP LADDER FRP FOR VERT STORAGE TANK 2000-20000 GAL YEL		:	13	348.60	FT	4,531.80
34700470 LADDER ATTACHMENT POINT STL FOR CCS & VST 2000 GAL & ABOV	E		1	410.80	EA	410.80
FILL						
34200016 3" FITTING BKHD SxT PVC EPDM GSKT			1.	124.15	EA	124.15

Harrington Industrial Plastics 3055 East Rose Garden Lane Phoenix AZ 85050 602-313-3429 602-252-6083 Fax		Quotation# Written: Quote Date Expire Date Page	MZB 12/10/24 12/24/24 2 OF 3
Product/Description			
34700435 1-1/2" FITTING DBL FLG S PVC EPDM GSKT ENCAP 316SS BOLTS		217.75 EA	
OVERFLOW			
34200055 4" FITTING BKHD SxT PVC EPDM GSKT	1	231.40 EA	231.40
DRAIN			
34700221 2" FITTING DBL FLG S PVC EPDM GSKT ENCAP 316SS BOLTS	1	222.30 EA	222.30
VENT			
34701395 6" U-VENT PVC SCH40 W/BKHD FTG T EPDM	1	976.30 EA	976.30
EMERGENCY VENT			
1035000N97803 18" VENT ASSY MUSHROOM W/MESH SCREEN NO FITTING REQUIRED	1	306.15 EA	306.15
MANWAY			
34700353 24" MANWAY PE BOLTED SEALED	1	466.05 EA	466.05
LEVEL INSTRUMENT			
34700219 1" FITTING DBL FLG S PVC EPDM GSKT ENCAP 316SS BOLTS	1	203.45 EA	203.45
838-127S 1"X1/8" BUSHING FLUSH RDCR SPIGXFPT GRY PVC SCH80	1	1.83 EA	1.83
50426478 PRESSURE TRANSMITTER 0-500PSI TYPE A-10 1/4" MPT 4-20mA	1	117.16 EA	117.16

REVERSE FLOAT INDICATOR

Quotation# 11505223 Harrington Industrial Plastics Written: MZB Quote Date 12/10/24 3055 East Rose Garden Lane Phoenix AZ 85050 Expire Date 12/24/24 602-313-3429 Page 3 OF 3 602-252-6083 Fax ______

Product/Description Quantity Price U/M Extension 1 1164.15 EA 1,164.15 34701935

INDICATOR LEVEL REVERSE FLOAT PVC/PP EPDM FOR VERT STORAGE

LEAD TIME: 4-6 WEEKS

FREIGHT WILL APPLY

Harrington's standard Terms and conditions apply. Please visit https://www.hipco.com/terms-and-conditions-sale for the full Terms and Conditions

Tax Est.Freight / Handling Net Quote Total Merchandise 33,915.79 2,895.40 0.00 36,811.19 0.00 36,811.19

Thanks For Thinking Harrington.

Respectfully Miquel Burciaga

All Quotations are subject to review upon placement of order. Freight/Handling and applicable taxes if not listed above will be added.

Harrington standard terms and conditions apply to this quote.

Daniel.McClure

From: Miguel Burciaga <mburciaga@hipco.com>

Sent: Wednesday, December 18, 2024 8:45 AM

To: Daniel.McClure

Subject: [External]RFQ TRES RIOS CHEM TANK

Attachments: 7419254.pdf

You don't often get email from mburciaga@hipco.com. Learn why this is important

Hi Daniel,

Please see revised quote. We used the wrong description for the ladder but the price remains the same. Regarding the site visit, out tank specialist is able to provide the service at no charge. This is an adder we provide with Harrington. Our tank specialist works closely with Snyder on these types of services. But if a Snyder rep is required, there is a service fee. Let me know if you want me to reach out to Snyder for pricing.

Best regards,

Miguel Burciaga

Outside Sales
Harrington
3055 E Rose Garden Ln Suite 140-160, Phoenix AZ 85050
M: 480-952-3094 | O: 602-313-3429 | mburciaga@hipco.com



Want to know more about what Harrington has to offer? Click here to find out.

Tres Rios WRF

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

Sent proposal: \$81,800

Submitted Dec 11, 2024 at 3:34 PM MST

Core-Rosion Products

3300 East 19th Street, Signal Hill, CA 90755 US

Matt Licknosky | Sales Engineer | +1 480-847-1515 | mattl@core-rosion.com

Line Items

Description	Quantity Unit Cost	Total Cost
Chemical Storage Tank		\$81,800
Base Bid		\$81,800
General Acknowledgments		
PORPOSAL VALIDITY:		
Bidder's proposal is valid for 90 days from the submission date.		Yes
ESCALATION:		
Bidder has included all material and labor escalations through completion of scope of work. (If "NO" enter annual escalation rate below)		Yes
What is Bidder's annual material and/or labor escalation rate. (Mark "N/A" if answer above is "YES")	N/A	
GENERAL BIDDER ACKNOWLEDGEMENTS:		
Bidder is currently licensed to perform work in the State of Arizona in compliance with the Arizona Administrative Code?		No
Bidder is aware of site access conditions, including wait times and delays as described in the contract, and has included these costs in their quotation.		Yes
Bidder has read and confirms its proposal complies with the Instructions to Bidders.		Yes
Bidder has read and confirms its proposal complies with the Scope of Work.		Yes
Bidder has read and confirms its proposal complies with the Project's Plans and Specifications provided.		Yes
Bidder has read and confirms its proposal complies with all scope-specific testing, inspections, as required by contract documents and specifications provided.	,	Yes
Bidder has read and confirms its proposal complies with the Project's Health and Safety and Environmental Plans.		Yes
If work is awarded to Bidder, Bidder agrees to enter into a mutually agreed upon Contract.		Yes
Bidder agrees to the terms and conditions on the sample Agreement provided for this scope. If answer is no, list exceptions below or include separately attached list of exceptions.		Yes
If answer was "no" above, List any exceptions to the Agreement.	We are an equipment supplie installing or performing any w	
Bidder's warranty complies with the project requirements.		Yes
Bidder has included all applicable taxes in the proposal price.	The state Opening to the state of the state	No
Bidder has included costs for all licenses and fees required to perform the Scope of Work.		No

Tres Rios WRF 7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America		
Is Bidder furnishing any permanent materials as a part of the Scope of Work?		Ye
If Bidder is furnishing permanent materials as a part of the Scope of Work, are delivery costs included and compliant with the Freight term of the Instructions to Bidders document?		Ye
RFP AMENDMENTS AND REVISIONS:		
Bidder acknowledges receipt of all Owner issued amendments (enter highest amendment sequence).	Yes	
Bidder acknowledges that bid is based on "Scope of Work" revision number (enter document revision number).	Yes	
Bidder acknowledges that bid is based on "Instructions to Bidders" revision number (enter document revision number),	Yes	
LEAD TIME, SHIPPING, AND SCHEDULE (MARK "N/A" IF NOT APPLICABLE):		
Lead Time - Drawings, include 2-weeks for drawing approval (After Received Order)	4-6 weeks	
Lead Time - 1st Delivery of Equipment/Material to the Project Site (After Received Approved Design)	9-11 weeks	
Lead Time - Last Delivery of Equipment/Material to the Project Site (After Received Approved Design)	9-11 weeks	
For permanent material, where is the material manufactured?	Louisiana USA	
For permanent material, what are the shipping origins?	Louisiana USA	
For permanent material, what are the shipping methods involved (Ship, Rail, Truck, etc.)?	Truck	
For Subcontracts, how many hours per day is Bidder's proposal based on?	N/A	
For Subcontracts, how many hours per week is Bidder's proposal based on?	N/A	
For Subcontracts, is Bidder's proposal based on Union or Non-Union labor?	N/A	
SITE-SPECIFIC REQUIREMENTS (MARK "N/A" IF NOT APPLICABLE):		
Safety Training and Orientation is included in the proposal price.	N/A	
Background checks are included in the proposal price.	N/A	
Employee drug screening costs are included in the proposal price.	N/A	
Bidder has included pricing based on the work hours and calendar restrictions shown in contract documents		Yes
INSURANCE AND QUALITY:		
Bidder has read and confirms it can comply with the Project insurance requirements stated in the Project Documents provided.		Yes
Bidder has included all additional costs necessary to comply with the Project insurance requirements.		Yes
If Bidder will incur additional costs to comply with the Project's insurance requirements, Bidder has provided that cost separately in its proposal.		Yes
Does Bidder have a written Quality Assurance program?		Yes
Does Bidder have a written Safety Program?		No

AUTHORIZED COMPANY REPRESENTATIVE SUBMITTING THIS BID:

Company Authorized Representative (Name, Title)

Matt Licknosky

By acknowledging "Yes" to this statement, Bidder represents that a duly authorized representative, capable of entering into a legally binding agreement and authorized to submit this bid, is the individual submitting this bid.

Tres Rios WRF

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

BIDDER CONTACT INFORMATION:

Bidder Company Name (Legal Name) Core-Rosion Products

Address (Street, City, State, Zip) 3300 E. 19th Street Signal Hill, CA 90755

Bidder Contact Name (for questions regarding this proposal) Matt Licknosky

Contact Email mattl@core-rosion.com

Contact Phone 303-854-4451

Bond Information

Is Bidder currently able to Bond or provide an Irrevocable Letter of Credit?

No

If unable to provide form of security or providing a form of security is not applicable to the scope of work, please explain.

We are bidding as an equipment supplier, not as an installing contractor

If Yes, Enter Bond Rate.

If Yes, Enter Bond Limit.

Certifications

Is bidder registered as Small Business Enterprise (SBE)

No

If yes, please provide the certifying agency and relevant certification #, as applicable. (Enter N/A if not applicable)

N/A

Disclaimers and Clarifications

Bid package documents (electronic) including applicable plans and technical specifications are included in this specific bid package under the FILES tab.

Additional Information

Notes

This bid includes the supply of the chemical tank only. Off-loading, installation and on-site testing are by others.

Attachments

Tres Rios Caustic Tank Quo... (191 KB)



Project Title

Tres Rios WRF

Bid Date	Bid Time	Quotation #
12/11/2024		LPP407Q

There are several items that are either discrepancies or in question, please see options quoted below. We are pleased to submit our BID DAY QUOTATION to supply the items as described below:

Spec Section	
43 41 43	8,700 gallon Crosslinked Polyethylene DOUBLE WALL Tank, 1.9 SG, 11'11"D x 14'11"H
	with 24" manway, 6" U-vent, 3" Fill Fitting, 2" Containment Drain Fitting, 4" Level
Polyethylene Storage	fitting, 3" Overflow Fitting, 3" Pump Suction fitting, FRP Platform Ladder with Bracket,
Tank	PE Stamped Restraint Calculations, 316 SS Restraints, Tank ID Label,

Pricing

Tank as Described Above, less Taxes and Freight FOB: Factory	\$74,000
Freight	\$7,800
Total Delivered Price	\$81,800
OPTIONS	
Option to change the 8,700 gallon double wall tank to 1.65 SG, which is what this chemical requires. Spec section 2.02A calls for 1.9 SG, which is overkill.	Deduct \$4,500
Option to change the double wall tank quoted above to a 9,100 gallon single wall tank. The spec or drawings to no appear to call out a double wall tank for this chemical, but the tank size (8,700 gallons) and dimensions (11'11"D x 14'11"H) are specific to a double wall tank.	
Option to change the ladder to a standard ladder without a platform (Spec 2.03K)	Deduct \$400
Option to increase the overflow to 4" (spec calls 4", drawing shows 3")	Add \$400
Option to change the containment drain to a drain for the primary tank (Adds Bellows Fitting)	Add \$3,400
Option to change Level Fitting, containment drain fitting, fill fitting and overflow fitting to bulkhead fittings. Spec calls for BOSS Fittings, but Bulkhead Fittings are the typical fittings.	
Option to change pump suction from 3" to 2" (Spec calls for 1.5", drawing shows 3", 2" is the smallest for a double wall tank)	Deduct \$500
Option to Add External Fill Line Assembly Piping to the Fill fitting, includes cam lock & external pipe support.	Add \$2,500
N	

Please note that there is NO SALES TAX included in our quotation

Notes & Exceptions

Spec Section	Comment
2.02A	If the 1.65 SG tank is chosen, the max temperature for the fluid is 120°F
1.02B	Fitting sizes in the schedule do not match fitting sizes on the drawings and the fittings on P&ID on I005 does not match M300.



BID DAY QUOTATION

1.02B	Pressure transmitter (if required) to be installed in the outlet piping or dropped down from a fitting in the top of the tank.	
1.06A Tank Warranty is 5 years from ship date and includes repair or replacement of toolly. Labor to remove and reinstall, incidentals/consequentials are not include		
2.03D Tank fittings were quoted per this section, but this causes them to cost more t needed. See options.		
2.03H	Overflow pipe and support by others	
2.031	Instruments by others	
Lead-Time	d-Time 3-4 Weeks for Submittal, Delivery is 9-11 Weeks after Submittal Approval. (If 9,1 gallon tank is chosen, lead-time is 14 weeks after drawing approval).	
Quote Validity	y 30 Days (including freight)	
General We are providing the tank FOB destination. Off-loading, installation and on-sit are by others.		
General	Anchor bolts by others	
General	Piping beyond vessel connections is not included	
Payment Terms	25% with order / balance 75% N20 after shipment	
Sales Tax	Sales tax will be billed at the rate in effect at the time of shipment	
Disclosure	Items not specifically identified within this proposal are not included	

Thank you for your consideration and good luck.

Sincerely,

Matt Licknosky

Matt Licknosky, Sales Engineer

C: 303-854-4451 | mattl@core-rosion.com

Quote Group:		5.1000 Pumps		Aw	vard Status: Comp	ete		Reviewed: Yes		Las	t Reviewed: 5	/3/2024 3:07:37 PM	Quote Last Cha	anged: 12	17/2024 4:21:09 PM
(1 of 2)			Quote Description: Awarded Total:	Plug		0.00	Detail		0.00	5.1000 Pumps - Co	ombs-Hopkins (12/16) 128,600.00	5.1000 Pumps - Phoenix	Pumps	51,200.00
)			Quoted Items Total: Special Conditions: Quoted Total: Last Update: Comparable Total: Seller: Buyer's Special Terms & Conditions: Seller's Special Terms & Conditions:			330,000.00 0.00 330,000.00 330,000.00			0.00 0.00 0.00 0.00	Coombs-Hopkins		128,600.00 0.00 128,600.00 12/17/2024 4:20:57 PM 179,800.00	LG MIT Phoenix Pumps		51,200.00 0.00 51,200.00 12/17/2024 4:21:09 PM 179,800.00
Quote Group	Code	Description	Quantity UM	C++	Unit	Total		Unit	Total	Transfer of	Unit	Total		Unit	Total
5.1000 Pumps	5.1000	Recycle Pumps	2.00 Each		75,000.00	150,000.00		32,150.00	64,300.00	百百百百	32,150.00	64,300.00		2,150.00	64,300.00
5.1000 Pumps	5.1100	Effluent Pumps	2.00 Each		75,000.00	150,000.00		32,150.00	64,300.00	囟	32,150.00	64,300.00		2,150.00	64,300.00
5.1000 Pumps	5.1500	Metering pumps	1.00 Each		30,000.00	30,000.00		51,200.00	51,200.00		51,200.00	51,200.00	5 5	1,200.00	51,200.00
Scope Item			Quote Group												
(2 of 2)			Quote Description: Awarded Total: Quoted Items Total: Special Conditions: Quoted Total: Last Update: Comparable Total: Seller: Buyer's Special Terms & Conditions: Seller's Special Terms & Conditions:	5.1000 Pumps - Coo Coombs-Hopkins ESC 5% \$7.780	12/	0.00 158,712.00 7,780.00 166,492.00 17/2024 10:17:35 AM 217,692.00									
Quote Group 5.1000 Pumps 5.1000 Pumps 5.1000 Pumps	Code 5.1000 5.1100 5.1500	Description Recycle Pumps Effluent Pumps Metering pumps	Quantify UM 2.00 Each 2.00 Each 1.00 Each		Unit 34,400.50 48,845.50 51,200.00	Total 68,801.00 97,691.00 51,200.00		Unit	Total		Unit	Total		Unit	Total
Scope Item		7.77	Quote Group				N.								



100% CONTRACT PROPOSAL

DC Frost Associates 8706 South 700 East

Suite 201 Sandy, UT 84070

Representation For The Gorman-Rupp Co. A Manufacturer Of Pumps And Engineered Pumping Systems

BASE MOUNTED SELF-PRIMING CENTRIFUGAL PUMPS

Purchaser: Kiewit

Attn:

For: Pima County Side Stream Recycle Pumps

Project No.:

Proposal No. 2024-1001JR

NOTE: Our Contract includes only the provisions set forth below and the terms & conditions on the final page hereof, including without limitation the reservation of security interest and warranty and liability limitations and price escalation clause.

EQUIPMENT: Section 43 23 16, Horizontal Centrifugal Self-Priming Pumps

DESIGN POINT: 500 GPM at 33 Feet TDH Rated Design Point

Quantity Two (2): Gorman-Rupp Model T4A3S-B **SUPER T-SERIES** pump, motor, belts, sheaves, and belt guard to be mounted on a common steel fabricated base. Motor to be mounted in the coupling configuration. Pump supplied with suction and discharge gauge kit and stainless-steel pump drain kit with drain hose. Pumps are supplied with automatic air-release valves (shipped loose for field installation by others). Will also be supplied with SS impeller shaft, seal assembly, flat HD SOC Screw and impeller washer.

MOTOR:

10 H.P., 460 volt / 3 phase, 1200 RPM, TEFC, grounding rings, Inverter Ready CLASS H (20 Weeks Lead Time)

NOTES:

- 1. No offloading, storage, taxes or installation is included in scope pricing.
- 2. Specified spare parts are included in pricing.
- 3. ONLY Standard certified factory performance testing is included in pricing.
- 4. Specified start-up service is included in pricing (one day, one trip).
- 5. Specified training is included in pricing.
- 6. Specified warranty is included in pricing.
- 7. No controls or variable frequency drives are included in this scope of supply.
- 8. No equipment or services other than those specifically listed above are being provided. Contact DC Frost for additional information or clarifications.
- 9. Freight : F.O.B., Full Freight Allowed.
- 10. Pumps are supplied with Gorman-Rupp standard coatings and procedures.
- 11. The equipment listed in this proposal is offered as the manufacturer's (Gorman-Rupp)

standard materials of construction and original design.

Estimated Submittal Time Estimated Production Time	6 to 8 Weeks (after release to production) 16 to 20 Weeks (after release to production)				
Equipment Supply Price	\$64,300.00				
ACCEPTED this day of	_, 2024 SUBMITT	ED this 25th day of November, 2024			
Name of Purchaser		DC Frost Associates Representative			
Ву:	By:				
Authorized Signature		Authorized Signature			
Title		Title			



Corporate Office:

8706 South 700 East, Suite 201 / Sandy, UT 84070

Phone: 800-964-9733 / Fax: 303-477-1981

2024 DC Frost Associates, Inc. - Standard Parts Quotation T&Cs

DEFINITION: "Seller" when used herein means DC Frost Associates, Inc. "Buyer" when used herein means person, company, or corporation to whom the quotation is addressed. "Products/Parts" means those components, articles, or supplies described herein.

ACCEPTANCE: All quotations are for acceptance within the limits established therein and beyond which are subject to change without notice. If this quotation constitutes an acceptance of an offer, such acceptance is expressly made conditional on Buyer's assent solely to the terms of this quotation. Any terms proposed in Buyer's acceptance of this quotation which add to, vary from, or conflict with the terms hereof are hereby objected to and rejected and shall not constitute any part of any contract resulting from this quotation. Any such proposed terms shall have no force or effect, and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of any contract resulting from this quotation and may be modified only by written instrument executed by the authorized representative of both parties. No order to purchase any product/part shall be binding upon Seller until written acknowledgement from Manufacturer is received by Seller. All orders by Buyer shall be subject to signed approval of these Terms and Conditions.

PRICES: All quotations provided by Seller are valid for 30-days. After 30-days all parts must be requoted. All freight charges are extra and will be added to all invoices.

TAXES: Seller quotations include applicable taxes. Taxes will be billed based on current tax rate at time of invoicing. If tax-exempt, Buyer shall supply to the Seller a valid exemption certificate. If not exempt, Buyer shall supply all other tax information required by Seller.

PAYMENT TERMS: Seller payment terms are Net-30 days after invoice date.

INDEMNIFICATION: To the fullest extent permitted by law, the Seller shall defend, indemnify and hold harmless the Buyer, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), to the proportional extent caused by any negligent acts or omissions, product defects, or violation of applicable law by the Seller, its employees, agents or any tier of its subcontractors in the performance of this Contract as it relates to the Buyer placing parts orders. Seller's duty to defend, hold harmless and indemnify the Buyer, its agents, representatives, officers, directors, officials and employees shall apply to any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or destruction of property resulting therefrom.

CERTIFICATE OF INSURANCE: Seller will not provide a Certificate of Insurance on parts orders.

SCHEDULE/SHIPPING: Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning "time is of the essence." Seller to provide Buyer with an ETA once Manufacturer advises of shipping information. Seller shall not be liable for delays due to force majeure, strikes, labor difficulties, fires, acts of government or military forces, transportation, procurement, or any other cause beyond the reasonable control of the Seller.

TITLE/RISK OF LOSS: Title and risk of loss shall pass to the Buyer upon tender of delivery <u>FOB Destination</u> unless otherwise agreed upon by the parties.

LIQUIDATED DAMAGES: No provision for liquidated damages for any cause shall apply under this order.

ASSIGNMENT: Neither party shall assign or transfer this quotation without prior written consent of the other party. As a condition of any such written consent, such assignment shall be subject to the terms and conditions herein and no greater rights or remedies shall be available to the assignee.

WARRANTY: All parts/products warranties are through the Manufacturer. Seller does not warranty any parts/products. The Seller shall not be liable for any claims, losses, labor expenses or damages, direct or consequential, resulting directly or indirectly from the use of, or inability to use, parts/products purchased, or the other consequential loss of damage of any nature arising from any cause. Seller, on behalf of Buyer, will communicate with Manufacturer regarding any warranty issues to reach a satisfactory resolution. There is not an indefinite time frame to report warranty claims. Seller will advise Buyer of Manufacturer's decision of whether to repair or replace damaged goods. (Manufacturer's warranty will be provided upon request).

CHANGES/CANCELLATION: Order changes or cancellations are subject to Manufacturer's written approval, and additional charges may apply and be passed on to Buyer. Seller and Manufacturer shall not be liable for any delays due to order changes. Manufacturer may make changes in its part/product without obligation to install or manufacture such changes in any part/product manufactured prior thereto. Manufacturer may make such changes to any ordered part/product as long as it does not, in Manufacturer's reasonable judgment, interfere with the satisfactory operation of the part/product. If Buyer cancels any order, in whole or in part, Manufacturer, at its sole discretion may charge a cancellation fee percentage of what the total price of the order (or, if applicable, the portion cancelled) would have been if not cancelled. This cancellation fee will be passed down to Buyer.

NON-CONFORMING PARTS: If the part(s)/products received by the Buyer are incorrect due to a Manufacturer error, Buyer will advise Seller of the issue. Seller will notify Manufacturer of the error. Manufacturer will provide Seller with a Return Authorization Form to send to Buyer to complete and ship part(s)/products back to Manufacturer at Seller/Manufacturer's expense. Once incorrect parts are received by Manufacturer, replacement part(s)/products will be sent to Buyer.

RETURNS: No part(s)/products may be returned for credit or otherwise without Manufacturer's written authorization. Buyer must notify Seller, in writing, the reason for returning part(s). Seller, in turn, will notify Manufacturer to receive a Return Authorization Form for the Buyer to return parts. All returned parts/products must be securely packaged in its original packing materials with completed identification and with all supporting documentation detailing of any claimed defect. All shipping and freight charges shall be prepaid by the Buyer. The returned part/product may be subject to a restocking charge from manufacturer which will be passed on to the Buyer from the Seller. The returned product must be securely packed in its original packing materials and adequately insured and protected to reach Manufacturer with no damage. All cost incurred by Manufacturer to restore equipment and/or part/product to Manufacturer's specifications will be charged to the Seller, including any handling charges which will then be passed on to the Buyer. Parts/Products manufactured according to the design or specification of the Buyer may not be returned for credit.

INSPECTION/DAMAGES: It is the sole responsibility of the Buyer to immediately inspect the shipment for any damages before signing off on the shipment. If outer boxes/crates are damaged, shipment should be rejected by Buyer, and Seller notified immediately.

If after opening boxes/crates and damages have occurred to the parts inside boxes/crates, part numbers, quantities, photos of damage must be sent to Seller within five (5) business days after delivery upon which such claim is based. Failure to comply with these requirements may result in the denial of any claims.

Manufacturer response time to damages, has an estimated timeframe of 5-10 business days from date of written notice of damages to Seller / Manufacturer to respond. This allows the Manufacturer time to review everything and respond accordingly. Should it take the Manufacturer longer, Manufacturer will advise Seller and in turn Seller will advise Buyer so they can adjust their timeline.

All claims not made in writing and received within the time specified above shall be deemed waived. Buyer expressly hereby assumes all liability for all damages and injury occurring before and after said time, if notice is not made within the required time frame. Any lawsuit or legal action whatsoever by Buyer against Seller/Manufacturer relating to any part/product purchased hereunder must be led within one (1) year following the date of delivery of such part/product, notwithstanding any statute of limitations or similar law.

The below is authorized to agree to and sign the above Terms & Conditions on behalf of Buyer:

Authorized Signature:	
Date:	
Name/Title:	
Company:	

REVISED October 2, 2024



Super-TSERISS



BASIC SELF-PRIMING CENTRIFUGAL PUMP

Model: T4A3S-B

Various Patents Apply

PUMP SPECIFICATIONS

Size	4" x 4" (101 mm x 101 mm) NPT - Female
Impeller Type	Semi-Open, Two Vane
Solids-Handling Capability	3" (76,2 mm) Spherical Diameter
Seal Type	Cartridge Type, Mechanical, Oil-Lubricated, Double Floating, Self-Aligning
Radial Bearing	Open Single Row Ball
Thrust Bearing	Open Double Row Ball
Bearing and Seal Cavity Lubrication	SAE 30 Non-Detergent Oil
Maximum Operating Pressure	86 psi (593 kPa)*
Max Temp of Liquid Pumped	160°F (71°C).*

PUMP MATERIALS

Casing	Gray Iron 30
Impeller	Ductile Iron 65-45-12
Impeller Shaft	Alloy Steel 4150
Shaft Sleeve	Alloy Steel 4130
Seal: Stationary Face Rotating Face Elastomer	Tungsten Titanium Carbide Tungsten Titanium Carbide Fluorocarbon FKM, (Viton® or Equivalent)
Replaceable Wear Plate:	Carbon Steel ASTM A36
Removable Adjustable Cover Plate	Gray Iron 30
Removable Inspection Cover Plate	Gray Iron 30 – 12 lbs. (5,4 kg.)
Flap Valve	Neoprene with Nylon and Steel Reinforc- ing
Seal Plate	Gray Iron 30
Bearing Housing	Gray Iron 30
Flanges	Gray Iron 30
Gaskets	Buna-N, with Compressed Synthetic Fiber, Vegetable Fiber, PTFE, Cork and Rubber
O-Rings	Buna-N
Hardware	Standard Plated Steel

^{*}Consult Factory for Applications Exceeding Maximum Pressure and/or Temperature Indicated.

Standard Equipment: Brass Pressure Relief Valve, Bearing and Seal Cavity Oil Level Sight Gauges.

Optional Equipment: Automatic Air Release Valve, Metal Bellows Seal, 120V/240V Casing Heater, High Pump Temperature Shutdown Kit, Drain Kit, Gauge Kit. Suction and Discharge Spool Flanges:

4" ASA (Specify Model T4A3S-B /F)

100 mm DIN 2527 - PN 16 (Specify Model T4A3S-B /FM).



Shown with Optional Suction and Discharge Spool Flanges (Available in ASA or DIN Standard Sizes).

Super T Series Features and Benefits

Easy To Service And Maintain - Pump is mounted above liquid being pumped with only the suction line down in liquid.

Dual Bearing Protection – An atmospheric barrier along with two lip seals provide additional protection of the pump bearings (not available on 2" models).

Inspection Cover – Patented, lightweight inspection cover for easy access to the impeller without removing the entire backcover plate or piping (2'' - 8'' models).

5 Year Super T Series Warranty

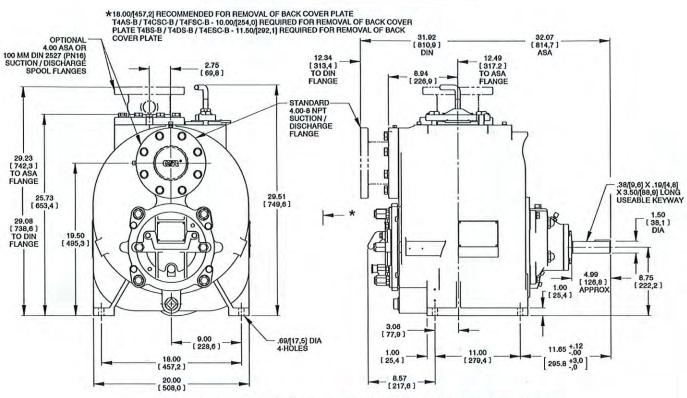
Up To 3" Diameter Spherical Solids Handling (4" – 10" models).

Removable Rotating Assembly – The entire rotating assembly can be removed without disturbing the pump volute or piping allowing the rotating assembly to be easily repaired or quickly replaced with a new ready to drop in assembly.

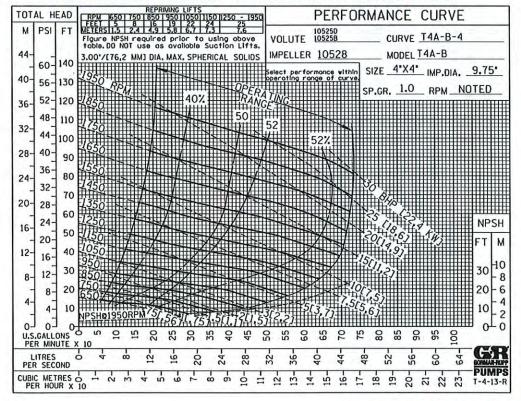
APPROXIMATE DIMENSIONS AND WEIGHTS

603 LBS. (273 KG.)*
634 LBS. (287 KG.)*
22.7 CU. FT. (0,64 CU. M.)

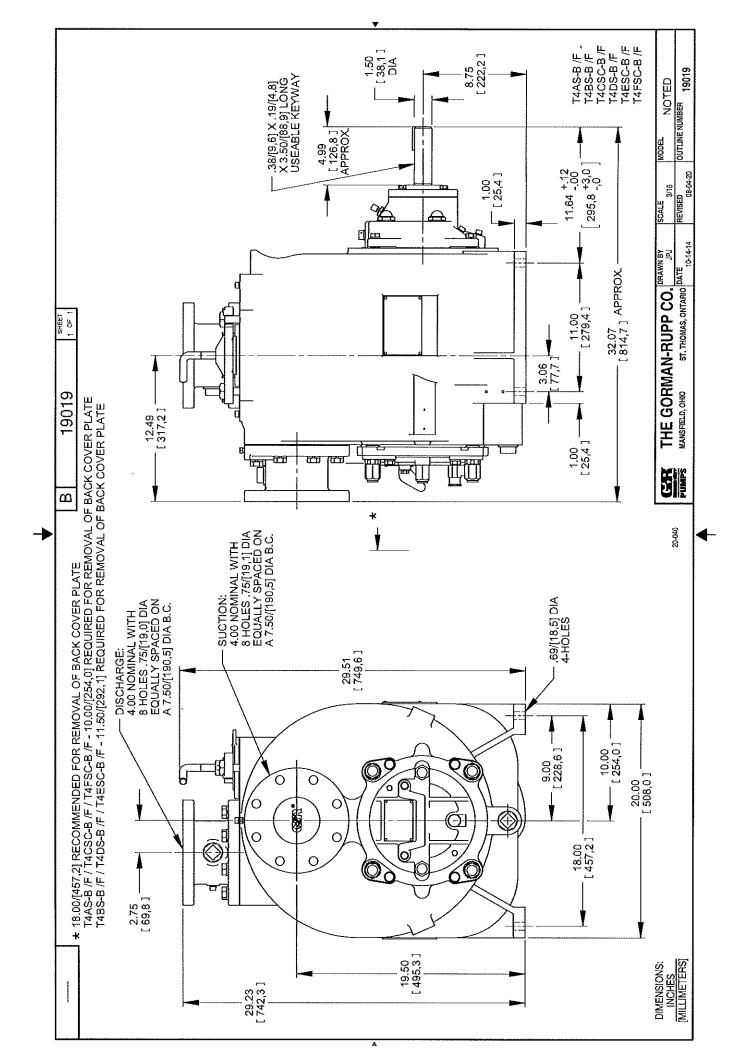
*Add 15 LBS. (6,8 KG.) w/each spool flange

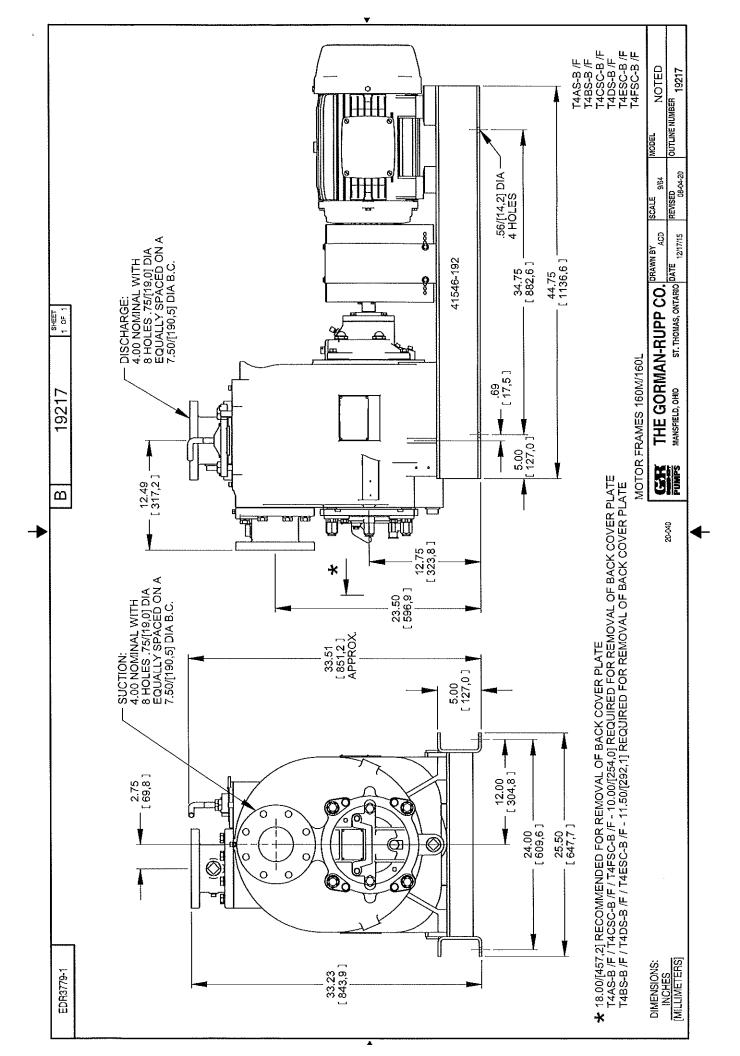


NOTE: OPTIONAL ASA OR DIN STANDARD SUCTION & DISCHARGE SPOOL FLANGES AVAILABLE











100% CONTRACT PROPOSAL

DC Frost Associates 8706 South 700 East Suite 201 Sandy, UT 84070

Representation For The Gorman-Rupp Co. A Manufacturer Of Pumps And Engineered Pumping Systems

BASE MOUNTED SELF-PRIMING CENTRIFUGAL PUMPS

Purchaser: Kiewit

Attn:

For: Pima County Side Stream Effluent Pumps

Project No.:

Proposal No. 2024-1002JR

NOTE: Our Contract includes only the provisions set forth below and the terms & conditions on the final page hereof, including without limitation the reservation of security interest and warranty and liability limitations and price escalation clause.

EQUIPMENT: Section 43 23 16, Horizontal Centrifugal Self-Priming Pumps

DESIGN POINT: 552 GPM at 28 Feet TDH Rated Design Point

Quantity Two (2): Gorman-Rupp Model T4A3S-B **SUPER T-SERIES** pump, motor, belts, sheaves, and belt guard to be mounted on a common steel fabricated base. Motor to be mounted in the horizontal belt configuration. Pump supplied with suction and discharge gauge kit and stainless-steel pump drain kit with drain hose. Pumps are supplied with automatic air-release valves (shipped loose for field installation by others). Will also be supplied with SS impeller shaft, seal assembly, flat HD SOC Screw and impeller washer.

MOTOR:

10 H.P., 460 volt / 3 phase, 1200 RPM, TEFC, grounding rings, Inverter Ready CLASS H (20 Weeks Lead Time)

NOTES:

- 1. No offloading, storage, taxes or installation is included in scope pricing.
- 2. Specified spare parts are included in pricing.
- 3. Standard certified factory performance testing is included in pricing.
- 4. Specified start-up service is included in pricing (one day, one trip).
- 5. Specified training is included in pricing.
- 6. Specified warranty is included in pricing.
- 7. No controls or variable frequency drives are included in this scope of supply.

- 8. No equipment or services other than those specifically listed above are being provided. Contact Coombs Hopkins for additional information or clarifications.
- 9. Freight :F.O.B., Full Freight Allowed.
- 10. Pumps are supplied with Gorman-Rupp standard coatings and procedures.
- 11. The equipment listed in this proposal is offered as the manufacturer's (Gorman-Rupp) standard materials of construction and original design.

Estimated Submittal Time Estimated Production Time	6 to 8 Weeks (after release to production) 16 to 20 Weeks (after release to production)			
Equipment Supply Price	\$64,300.00			
ACCEPTED this day of	, 2024	SUBMITTED this 3rd day of May, 2024		
Name of Purchaser By: Authorized Signature	F	DC Frost Associates, Inc. Representative By: Authorized Signature		
Title		Title		



Corporate Office:

8706 South 700 East, Suite 201 / Sandy, UT 84070

Phone: 800-964-9733 / Fax: 303-477-1981

2024 DC Frost Associates, Inc. - Standard Parts Quotation T&Cs

DEFINITION: "Seller" when used herein means DC Frost Associates, Inc. "Buyer" when used herein means person, company, or corporation to whom the quotation is addressed. "Products/Parts" means those components, articles, or supplies described herein.

ACCEPTANCE: All quotations are for acceptance within the limits established therein and beyond which are subject to change without notice. If this quotation constitutes an acceptance of an offer, such acceptance is expressly made conditional on Buyer's assent solely to the terms of this quotation. Any terms proposed in Buyer's acceptance of this quotation which add to, vary from, or conflict with the terms hereof are hereby objected to and rejected and shall not constitute any part of any contract resulting from this quotation. Any such proposed terms shall have no force or effect, and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of any contract resulting from this quotation and may be modified only by written instrument executed by the authorized representative of both parties. No order to purchase any product/part shall be binding upon Seller until written acknowledgement from Manufacturer is received by Seller. All orders by Buyer shall be subject to signed approval of these Terms and Conditions.

PRICES: All quotations provided by Seller are valid for 30-days. After 30-days all parts must be requoted. All freight charges are extra and will be added to all invoices.

TAXES: Seller quotations include applicable taxes. Taxes will be billed based on current tax rate at time of invoicing. If tax-exempt, Buyer shall supply to the Seller a valid exemption certificate. If not exempt, Buyer shall supply all other tax information required by Seller.

PAYMENT TERMS: Seller payment terms are Net-30 days after invoice date.

INDEMNIFICATION: To the fullest extent permitted by law, the Seller shall defend, indemnify and hold harmless the Buyer, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), to the proportional extent caused by any negligent acts or omissions, product defects, or violation of applicable law by the Seller, its employees, agents or any tier of its subcontractors in the performance of this Contract as it relates to the Buyer placing parts orders. Seller's duty to defend, hold harmless and indemnify the Buyer, its agents, representatives, officers, directors, officials and employees shall apply to any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or destruction of property resulting therefrom.

CERTIFICATE OF INSURANCE: Seller will not provide a Certificate of Insurance on parts orders.

SCHEDULE/SHIPPING: Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning "time is of the essence." Seller to provide Buyer with an ETA once Manufacturer advises of shipping information. Seller shall not be liable for delays due to force majeure, strikes, labor difficulties, fires, acts of government or military forces, transportation, procurement, or any other cause beyond the reasonable control of the Seller.

TITLE/RISK OF LOSS: Title and risk of loss shall pass to the Buyer upon tender of delivery <u>FOB Destination</u> unless otherwise agreed upon by the parties.

LIQUIDATED DAMAGES: No provision for liquidated damages for any cause shall apply under this order.

ASSIGNMENT: Neither party shall assign or transfer this quotation without prior written consent of the other party. As a condition of any such written consent, such assignment shall be subject to the terms and conditions herein and no greater rights or remedies shall be available to the assignee.

WARRANTY: All parts/products warranties are through the Manufacturer. Seller does not warranty any parts/products. The Seller shall not be liable for any claims, losses, labor expenses or damages, direct or consequential, resulting directly or indirectly from the use of, or inability to use, parts/products purchased, or the other consequential loss of damage of any nature arising from any cause. Seller, on behalf of Buyer, will communicate with Manufacturer regarding any warranty issues to reach a satisfactory resolution. There is not an indefinite time frame to report warranty claims. Seller will advise Buyer of Manufacturer's decision of whether to repair or replace damaged goods. (Manufacturer's warranty will be provided upon request).

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Manufacturer response time to damages, has an estimated timeframe of 5-10 business days from date of written notice of damages to Seller / Manufacturer to respond. This allows the Manufacturer time to review everything and respond accordingly. Should it take the Manufacturer longer, Manufacturer will advise Seller and in turn Seller will advise Buyer so they can adjust their timeline.

All claims not made in writing and received within the time specified above shall be deemed waived. Buyer expressly hereby assumes all liability for all damages and injury occurring before and after said time, if notice is not made within the required time frame. Any lawsuit or legal action whatsoever by Buyer against Seller/Manufacturer relating to any part/product purchased hereunder must be led within one (1) year following the date of delivery of such part/product, notwithstanding any statute of limitations or similar law.

The below is authorized to agree to and sign the above Terms & Conditions
on behalf of Buyer:

Authorized Signature:	
Date:	
Name/Title:	
Company:	



Super TSERISS



BASIC SELF-PRIMING CENTRIFUGAL PUMP

Model: T4A3S-B

Various Patents Apply

PUMP SPECIFICATIONS

Size	4" x 4" (101 mm x 101 mm) NPT - Female
Impeller Type	Semi-Open, Two Vane
Solids-Handling Capability	3" (76,2 mm) Spherical Diameter
Seal Type	Cartridge Type, Mechanical, Oil-Lubricated, Double Floating, Self-Aligning
Radial Bearing	Open Single Row Ball
Thrust Bearing	Open Double Row Ball
Bearing and Seal Cavity Lubrication	SAE 30 Non-Detergent Oil
Maximum Operating Pressure	86 psi (593 kPa)*
Max Temp of Liquid Pumped	160°F (71°C).*

PUMP MATERIALS

Casing	Gray Iron 30	
Impeller	Ductile Iron 65-45-12	
Impeller Shaft	Alloy Steel 4150	
Shaft Sleeve	Alloy Steel 4130	
Seal: Stationary Face Rotating Face Elastomer	Tungsten Titanium Carbide Tungsten Titanium Carbide Fluorocarbon FKM, (Viton° or Equivalent)	
Replaceable Wear Plate:	Carbon Steel ASTM A36	
Removable Adjustable Cover Plate	Gray Iron 30	
Removable Inspection Cover Plate	Gray Iron 30 – 12 lbs. (5,4 kg.)	
Flap Valve	Neoprene with Nylon and Steel Reinforcing	
Seal Plate	Gray Iron 30	
Bearing Housing	Gray Iron 30	
Flanges	Gray Iron 30	
Gaskets	Buna-N, with Compressed Synthetic Fiber, Vegetable Fiber, PTFE, Cork and Rubber	
O-Rings	Buna-N	
Hardware	Standard Plated Steel	

^{*}Consult Factory for Applications Exceeding Maximum Pressure and/or Temperature Indicated.

Standard Equipment: Brass Pressure Relief Valve, Bearing and Seal Cavity Oil Level Sight Gauges.

Optional Equipment: Automatic Air Release Valve, Metal Bellows Seal, 120V/240V Casing Heater, High Pump Temperature Shutdown Kit, Drain Kit, Gauge Kit. Suction and Discharge Spool Flanges:

4" ASA (Specify Model T4A3S-B /F) 100 mm DIN 2527 – PN 16 (Specify Model T4A3S-B /FM).



Shown with Optional Suction and Discharge Spool Flanges (Available in ASA or DIN Standard Sizes).

Super T Series Features and Benefits

Easy To Service And Maintain - Pump is mounted above liquid being pumped with only the suction line down in liquid.

Dual Bearing Protection – An atmospheric barrier along with two lip seals provide additional protection of the pump bearings (not available on 2" models).

Inspection Cover – Patented, lightweight inspection cover for easy access to the impeller without removing the entire backcover plate or piping (2" – 8" models).

5 Year Super T Series Warranty

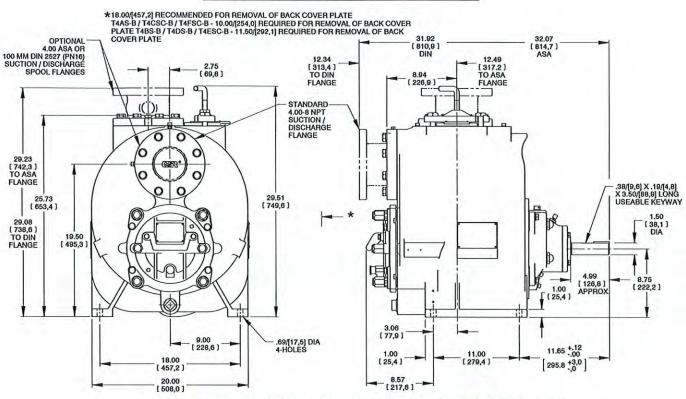
Up To 3" Diameter Spherical Solids Handling (4" – 10" models).

Removable Rotating Assembly – The entire rotating assembly can be removed without disturbing the pump volute or piping allowing the rotating assembly to be easily repaired or quickly replaced with a new ready to drop in assembly.

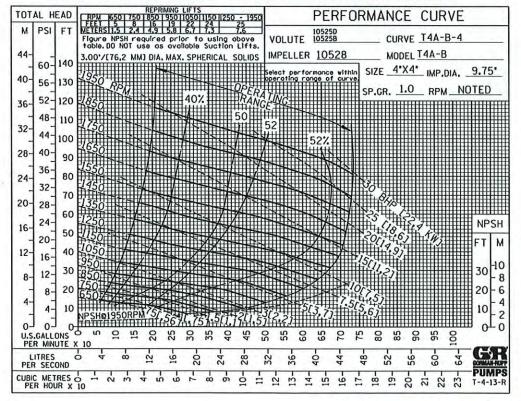
APPROXIMATE DIMENSIONS AND WEIGHTS

NET WEIGHT	603 LBS. (273 KG.)*			
SHIPPING WEIGHT	634 LBS. (287 KG.)*			
EXPORT CRATE	22.7 CU. FT. (0,64 CU. M.)			

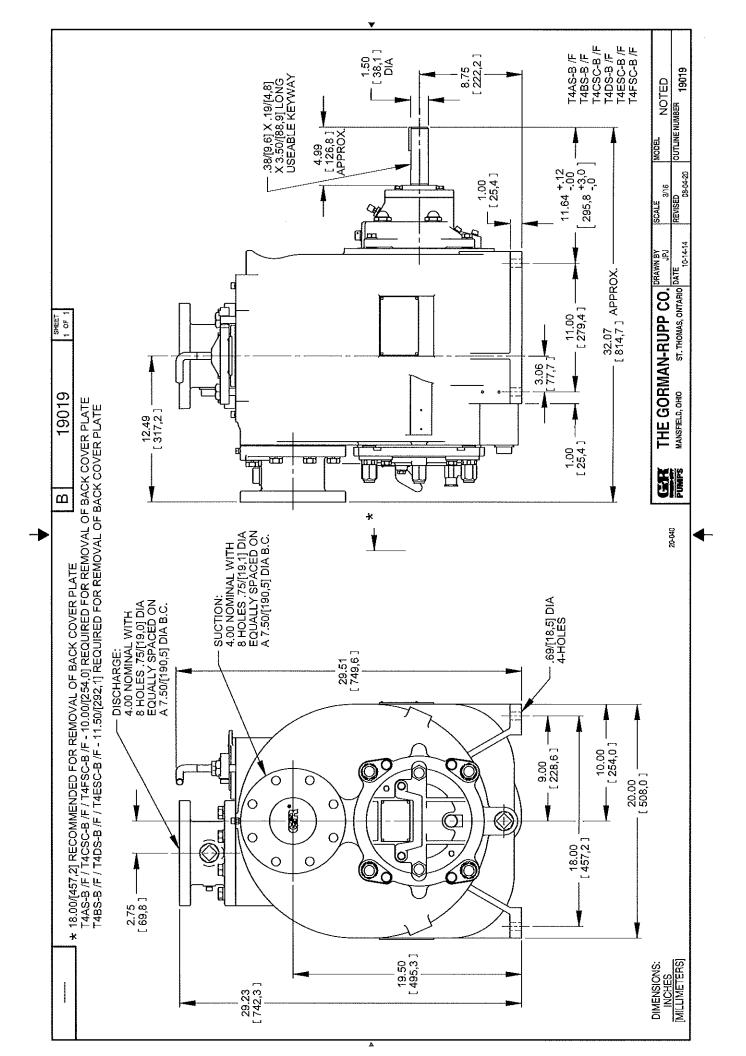
*Add 15 LBS. (6,8 KG.) w/each spool flange

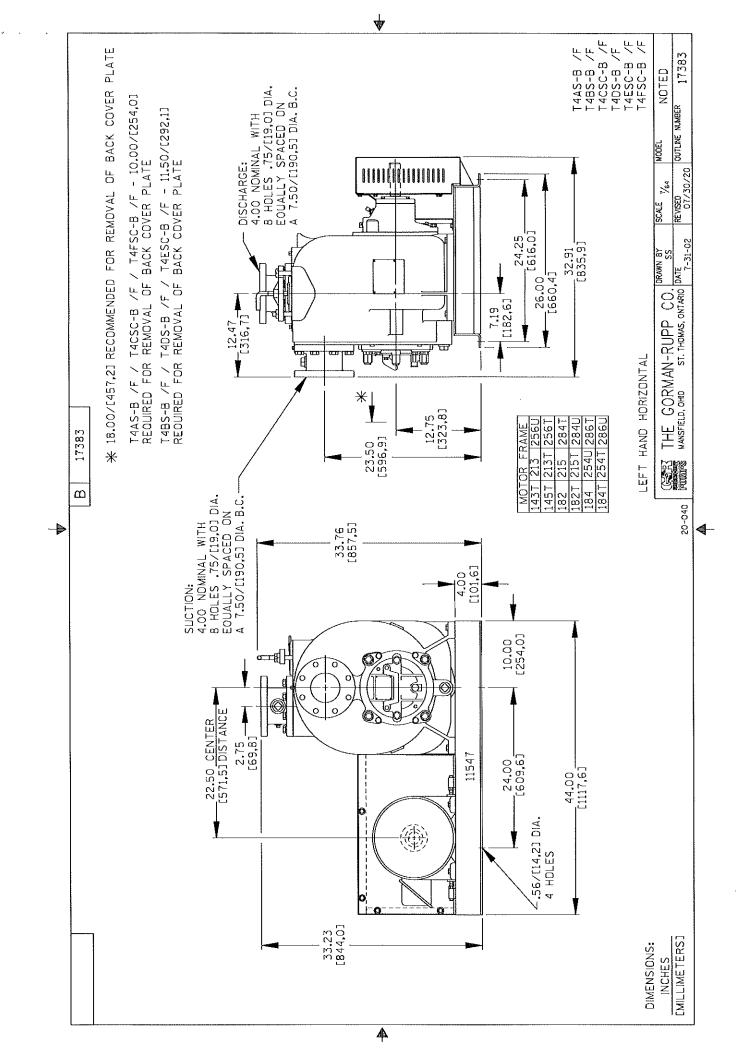


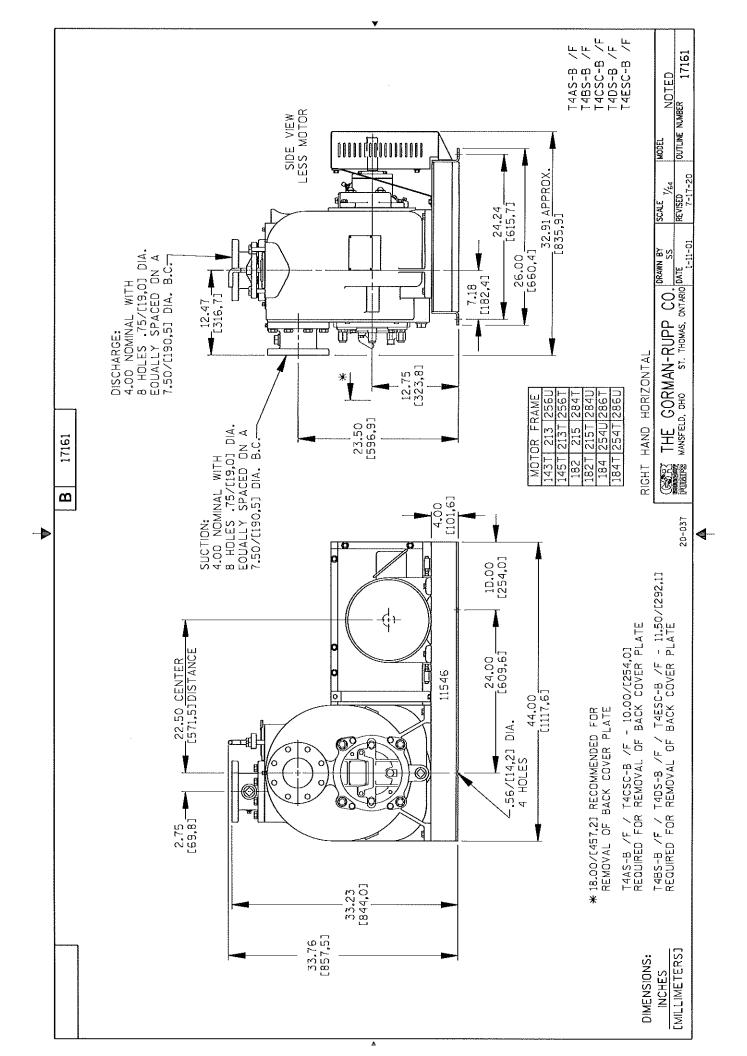
NOTE: OPTIONAL ASA OR DIN STANDARD SUCTION & DISCHARGE SPOOL FLANGES AVAILABLE













December 11th, 2024

Rev 1: Proposal Project # P13594

Jack Hanley Kiewit

RE: Pima County- Tres Rios Sidestream Anita Mox

Jack,

Phoenix Pumps is pleased to offer the following items for the above project based on the Hazen and Sawyer Plans & Specifications.

Rev 1: Phoenix Pumps will no longer be bidding on the self-priming pumps. Peristaltic metering pumps have been added to the scope.

SECTION 46 33 44 PERISTALTIC TUBE METERING PUMPS

QTY 1) Dual Verder Pump Skid with Vantage 5000 Pumps. Includes the following:

- Ashcroft Model 1279 Pressure Gauge
- Blacoh Pressure Relief Valve
- Blacoh Backpressure Valve
- Blacoh Pulsation Dampener w/ Charging Kit
- Blacoh Calibration Column
- Asahi Ball Valves
- Hayward Check Valves
- NEMA 4X Junction Box
- Weatherproof Outlet Box
- Terminals for Wiring, 4-20mA & Power
- ½" SCH80 PVC Pipe and Fittings
- Spare Tube and Rotor Assembly

Price...... \$51,200.00

Comments & Clarifications:

- Proposal is based on the specifications. Please advise if discharge Y-strainer and magnetic flow meter need to be added or if they will be provided by another party.
- A Y-strainer is not recommended to be installed before the pump suction to ensure the pump will not run dry.
- Installation is by others.
- Does not include any other items not specifically listed above.
- Includes freight to jobsite, submittal data, O&M manuals, startup services.
- Prices are based on delivery of 16-20** weeks after receipt of approved submittals.
- ** Due to current lead time variations, lead time will be reevaluated after release to production.
- Pricing is valid for 60 days.



Proposal Comments

This proposal is based on agreement to Phoenix Pumps Inc. (PPI) standard Terms & Conditions (T&C) included with this proposal as an attachment. Negotiating special T&Cs may impact sale price of this equipment. The following comments are supplemental to the attached T&Cs. Only the items listed above are included. Any applicable taxes will be added to quoted prices.

Validity. This proposal is valid for 30 days.

Delivery. Stated delivery times are estimated based on current inventories, typical transit times, and are subject to change.

Equipment Specifications. Any and all references to "contractor" in the specs do not apply to PPI and PPI assumes the role of the pump supplier only. PPI will not be responsible for any specification sections not provided at time of quote. Furthermore, PPI reserves the right to review additional specifications, change selections, their appropriate prices, etc., in order to address the complete plans and specifications for this project as they are made available. All work on installation, electrical, etc. is to be provided by others and is not included in this proposal.

Warranty. All manufacturers' standard warranties apply unless further agreements are made in writing. Warranties do not include removal or installation of the equipment. PPI is available for removal & installation of the equipment at our standard field service, travel time and per diem rates. Warranties do not include transportation charges. Warranty consideration will be initiated by a new Purchase Order from the customer before any evaluation begins. If the equipment is deemed covered under warranty, PPI will issue credit against the purchase order in an agreed upon amount.

Submittal Data. PPI will supply standard submittal data, i.e., dimensional, sectional, curve, paint spec, pump IOM, motor IOM, motor data. Additional documentation may be available for additional fee. Data sheets, drawings, and performance curves included with this proposal are not for official submittal. Final data sheets will be generated and submitted upon receipt of order.

Start-Up Services. Startup Services, if included, will require a minimum of 2 weeks' notice to schedule startup. The customer will provide written confirmation that the system is ready for startup including but not limited to witnesses, electrical supply, sufficient test liquid, completed piping system, etc. If PPI field service personnel travel to the jobsite and are not able to be started up the equipment because of lack of readiness on the customers part, rescheduled startup services will be charged at our standard field service, travel time and per diem rates and will require a new Purchase Order.

If you have any questions, please do not hesitate to contact me. On behalf of PPI, I would like to thank you for this opportunity to offer our products on this project.

Sincerely,
Nia Johnson
Phoenix Pumps, Inc.
Direct (602) 491-0960
njohnson@phoenixpumps.com



TERMS & CONDITIONS

1. Acceptance

All Phoenix Pumps, Inc. quotations are valid for thirty (30) days from the quotation date unless agreed upon by Phoenix Pumps, Inc. (hereafter referred to as PPI). Quotations are limited only to those technical portions of the Engineer's Mechanical Specifications specifically referred to herein, and to the terms and conditions of sale as outlined in the quotation. In the event of conflict between terms and conditions of this document and the terms and conditions of any other documents between Buyer and PPI, this document shall govern.

2. Terms

All invoices are due upon receipt unless extended terms are approved by PPI. Terms are subject to review by PPI's Credit Department and are subject to change upon thirty (30) day notice to Buyer. For projects and contracts, partial payments or percentage of completion invoicing may apply and will be at the consent of PPI and Buyer. The Buyer's payment to PPI will not be dependent or contingent upon receipt of payment to the Buyer or any other parties. Any balance remaining beyond the negotiated terms will be subject to a monthly finance charge of 1.5% of the remaining balance until receipt of payment in full. Payment is not deemed complete and paid, until funds have been verified by PPI. Returned checks are subject to a \$35.00 collection fee. If Buyer fails to pay an invoice, PPI reserves the right to engage an attorney or collection agency to collect the balance due and to include collections and attorney's fees where applicable.

3. Taxes & Other Charges

Unless otherwise indicated, Sales and Use Tax, Retailer's Occupation, Service Occupation, Service Use, or similar taxes or charges, have <u>not</u> been included in the quotation price. Any taxes or charges which are applicable will be assessed at the time of invoicing and will be the responsibility of the Buyer. If the purchase is tax exempt, the Buyer is responsible to supply PPI all legally signed and completed documentation supporting exemption status. Buyer is responsible for obtaining permits and licenses relating to the sale or installation of the equipment.

4. Warranty

Manufacturers' Warranty:

All new parts and equipment supplied by PPI carry specific manufactures' warranty and will be covered by their respective terms. In the event there is a warranty claim, PPI will assist in working with the manufacturer or supplier to handle any warranty concerns.

Service Warranty:

PPI warrants all repairs and installation services (workmanship only) for a period not to exceed one (1) year from the date of repair/installation.

Exclusions

PPI will not be liable for any loss incurred including but not limited to downtime, transportation and installations cost, consequential damages of any kind, items damaged by standard wear, neglect or abuse, items that have been altered or tampered with, and items which have not been operated or maintained in accordance with manufacturer specifications. All claims are subject to evaluation and approval by PPI.

5. Security Interest

Until all amounts due have been paid in full, PPI retains a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to PPI at a place reasonably convenient to both parties. At PPI's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

6. Changes & Delay-Cost

If Buyer makes a change, delays or interrupts the progress of the delivery of pumps, parts or service, Buyer will reimburse PPI for any additional expense incurred. PPI reserves the right to ship and bill for goods/material when ready for shipment in accordance with agreed upon shipment or delivery terms as indicated within the quotation.

7. Delays

PPI shall not be liable for delay in delivery caused by any reason beyond PPI's control, including but not limited to the Buyer's delay in promptly submitting all information and/or documentation, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation, supply difficulties, any interruption of the seller's facilities, or any of the governmental authorities. In the event of such conditions, PPI is entitled to cancel the order or to extend the time for delivery.

8. <u>Claims</u>

Buyer shall immediately inspect the equipment upon receipt. PPI is not obligated to consider any claim for shortages or non-conformance unless notified by Buyer within 24 hours after Buyer's receipt of equipment. Modifications to the equipment furnished by PPI to meet OSHA or local safety codes will not be the responsibility of PPI unless specifically requested and agreed upon. PPI will supply only the safety devices, if any, described in the order. PPI assumes no responsibility for any costs, direct or indirect resulting from disapproval of our tender by the owner.

9. Transportation Expense

Unless otherwise noted, the prices listed in the quotation do not include freight. Freight charges will be determined at time of shipment. In the event, that freight (Prepaid and Allowed) is included within the proposal, PPI reserves the right to use the lowest available freight rates on a common carrier of our choice. If the Buyer requires PPI to ship another carrier, the Buyer will bear any additional expense. All freight is sbipped

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F.O.B. factory, unless otherwise noted, and becomes the responsibility of the Buyer once shipped. For PPI to ensure delivery, it is agreed by the Buyer to provide all necessary access to specified location, which would include standard vehicle/truck accessibility. The responsibility for the protection of the equipment will be the Buyers after it is delivered to the specified location. Damage to the equipment after delivery which is caused by vandalism, the elements or otherwise, will be the responsibility of the Buyer.

10. Indemnity

It is expressly understood that PPI's liability for products is limited to the furnishing of replacement parts. PPI will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, relating to the resale or use of the equipment or products for any purpose except as provided.

11. Liquidated Damages

PPI will diligently execute the engineering and fabrication of the proposed equipment; however, we are unable to accept any liquidated damages or penalty clauses for failure to complete shipment as designated in this proposal.

12. Installation Representative

At the Buyer's request, and subject to PPI's option and availability of personnel at time of requirement, PPI can provide a service representative to advise the Buyer, concerning the installation and use of purchased equipment. These services are not supervisory but are advisory only, and are offered subject to the express understanding that PPI's function and responsibility is limited to interpretation of assembly drawings and identification of materials for their proper location in the equipment or system layouts. This PPI service is offered on a "no risk" basis and at the current service hourly rate.

13. Cancellation

Cancellation or suspension of a contract will be accepted only upon terms that will indemnify PPI against loss. PPI deems the right to cancel any orders prior to or at the time of receiving the final approved drawings. In this event, the Buyer will be refunded any deposits made to PPI.

14. Contract

Buyer agrees that this contract contains the complete and final agreement between PPI and the Buyer and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or any other way, except where made in writing and signed by the Buyer and a PPI authorized officer.

15. Arbitration

Any dispute or claim arising out of or relating to this transaction shall be settled by arbitration in accordance with Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitration may be entered in any court having jurisdiction hereof.

16. Confidential Information

All information and data herein furnished to Buyer hereunder, relating to price, size, type and design is submitted with the understanding that it is for the Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without PPI's written consent.

17. Venue

Any litigation arising out of, or related to credit extended by PPI or to products purchased by Buyer shall take place in Maricopa County, Arizona.

18. Pre-lien's

Upon request from PPI, Buyer agrees to provide in a timely manner, all pertinent information regarding specific jobs for filing pre-lien notices.

19. Validity

Should an individual section of these conditions - regardless of reason - be invalid, this will not affect the validity of the remainder of this document.

20. Export Sales

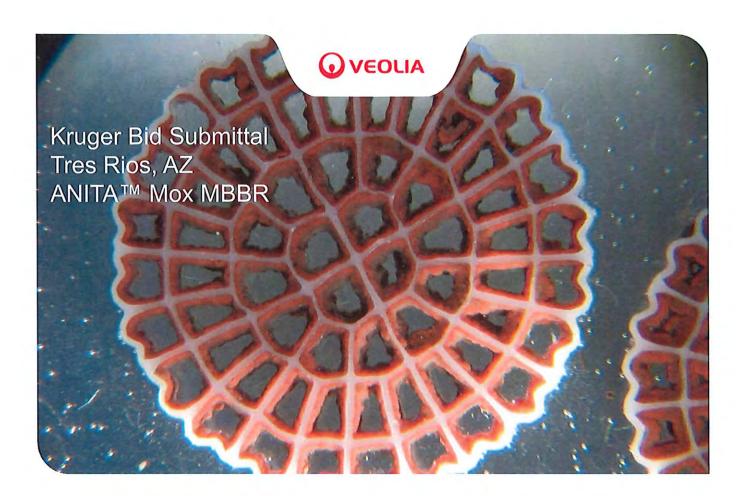
Buyer agrees that it will not divert, use, export or re-export the products contrary to the United States Law. Buyer expressly acknowledges and agrees that it will not export, re-export, or provide the products to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargos may change from time to time but currently includes: Cuba, Iran, Sudan and Syria. Buyer also expressly acknowledges and agrees that it will not export, re-export or provide the products to entities and persons that are incligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Departments Denied Persons List, Entity List or Univerified List.

21. Will-Call

Purchases which are requested to be held at will-call are stored for a maximum of 14 days. Any purchases that exceed 14 days will be shipped to Buyer. All freight costs associated with the shipment of will-call purchases will be the responsibility of the Buyer.

Quote Group:	5.2000 Kruger Packages Units		Award Status: Complete	te		Reviewed: Yes			Last Reviewed: 5/8/202	24 11:50:24 AM	Quote Last Changed:	12/17/2024 1:12:02 PM
(1 of 1)		0.0000000000000000000000000000000000000										
		Quote Description:	Plug		Detail			5.2000 Kruger	Packages Units - Coombs	s-Hopkins (12/16)	5.2000 Kruger Packages Units - 0	Coombs-Hopkins (5/3)
		Awarded Total:		0.00			0.00			2,932,420.04		0.00
)		Quoted Items Total:		2,190,000.00			0.00			2,882,420.04		2,809,692.00
		Special Conditions:		0.00			0.00			50,000.00		137,730.00
		Quoted Total:		2,190,000.00			0.00			2,932,420.04		2,947,422.00
		Last Update:							12/	/17/2024 1:12:02 PM	L.	12/17/2024 11:15:08 AM
		Comparable Total:		2,190,000.00			2,932,420.04	Maria Sala		2,932,420.04		2,947,422.00
		Seller:						Coombs Hopk	ins		Veolia/Kruger	
		Buyer's Special Terms & Conditions:						27.15	AZ LANDANO		m	
		Seller's Special Terms & Conditions:						Risk: Demurra Risk: Compac Risk: Missing Risk: Missing Risk: Tank Ba Risk: Concret Risk: Shop In Risk: Drawing	uffles: \$5000 e Wall Mockup: \$5000 spections: \$5000 s/Resubmittal: \$10000 3olts and Supports: \$5000		ESC (5%) \$137,730	
Quote Group Code	Description	Quantity UM	Unit	Total		Unit	Total		Unit	Total	Unit	
5.2000 Kruger Packages 5.1200 Units	Kruger Package (Reactor, Diffuser, Probes)	1.00 PLS	2,190,000.00	2,190,000.00		2,932,420.04	2,932,420.04	Š	2,932,420.04	2,932,420.04	2,947,422.00	2,947,422.00
Scope Item		Quote Group										
.,												

Quote Group:		5.3000 Screens		Award Status: Complete	Reviewed: Yes	Last Reviewed: 12/17/2024 1:14:58 PM	Quote Last Changed: 12/17/2024 1:13:47 PM
(1 of 1)							
			Quote Description:	Plug	Detail	5.3000 Screens - Coombs-Hopkins (12/16)	
			Awarded Total:	0.00	0.00	0.02	
/			Quoted Items Total:	576,300.00	0.00	0.02	
			Special Conditions:	0.00	0.00	0.00	
			Quoted Total:	576,300.00	0.00		
			Last Update:			12/17/2024 1:13:47 PM	
			Comparable Total:	576,300.00	0.02	0.02 : Coombs Hopkins	
			Seller: Buyer's Special Terms & Conditions:			Coombs nopxilis	
			Seller's Special Terms & Conditions:				
Quote Group	Code	Description	Quantity UM	Unit Total			Unit Total
5.3000 Screens	5.1400	Effluent Screen	2.00 Ea	288,150.00 576,300.00	0.01 0.02	0.01 0.02	
Scope Item			Quote Group				



PIMA COUNTY REGIONAL WASTEWATER RECLAMATION

Section 46 90 20: Sidestream Deammonification System

Veolia Project No. 5700103603

Bid Submittal Date: December 16, 2024

This document is confidential and may contain proprietary information.

It is not to be disclosed to a third party without the written consent of Veolia Water Technologies.

Water Technologies

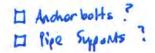


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1. PRICING TERMS AND SCHEDULE

1.1. DESCRIPTION OF WORK

Veolia, an equipment supplier, proposes and agrees to furnish all labor services, materials, equipment, and all other items and facilities necessary to supply and deliver the equipment items as specified in these Proposal Documents and conditions stated herein.

1.2. PROPOSAL PRICE

Price includes ANITA Mox equipment, as well as instrumentation and controls as detailed herein. Veolia Water Technologies, Inc.'s Bid Submittal, is expressly conditioned on the parties reaching mutually acceptable terms and conditions for the contract post-award. Veolia's Bid Submittal, including pricing, is provided per the scope of work as detailed in this Bid Submittal, including Comments to 100% CMAR Documents and all terms and conditions stated therein.

The price excludes sales and/or use taxes. Buyer agrees to provide the necessary tax-exempt certification or Reseller documentation for sales taxes exemption within thirty (30) days after receipt of a purchase agreement executed by all parties. Furthermore, Buyer accepts responsibility for all applicable state and local sales taxes.

Veolia shall furnish and deliver (DDP Jobsite; Freight Estimated) ANITA Mox Equipment as well as instrumentation and controls, including submittals, start-up and other services, in conformance to the requirements set forth in this document for the Lump Sum price of:

TO BE PROVIDED BY LOCAL REPRESENTATIVE. \$2,825,902



The price is valid for 30 days from the date of this Price Proposal and is based on release to fabricate on or before June 2025 and acceptance of delivery on or before December 2025 for all Veolia scope items. The proposed goods may be affected by the ongoing market fluctuations impacting material, tariff and shipping costs. Veolia reserves the right to re-evaluate the Proposal price prior to order acceptance.

The price above includes \$70,000 as an estimate for shipping and freight costs. Please note that shipping will be billed based on actual price at time of delivery.

RISK PRICE

1.3. LIQUIDATED DAMAGES

Veolia shall not accept liquidated damages from Buyer, unless otherwise agreed to in writing between Buyer and Supplier. In any event, Veolia shall not be liable for liquidated damages imposed on an installing general contractor by the Owner.

DE-RISK CLARIFY

1.4. TERMS OF PAYMENT AND CONDITION OF SALE

The terms of payment are 10% upon receipt of fully executed contract, 15% upon delivery of Submittals of shop drawings, and 75% upon delivery of equipment to destination.

- Propose alternate
- Need startup, Obm, warranty \$\$

Veolia Water Technologies, Inc. (dba Veolia) 4001 Weston Parkway • Cary, NC 27513 USA Tel: 919-677-8310 • Fax: 919-677-0082 www.veoliawatertech.com





Payment shall not be contingent upon receipt of funds by the CONTRACTOR from the OWNER and there shall be no retention in payments due to Veolia. All payment terms are net 30 days from date of invoice. Final payment shall not exceed 120 days from delivery of equipment. All other payment terms are as defined in Veolia's Standard Terms of Sale.

1.5. BONDS

Pricing does <u>not</u> include bonds. If bonds are required, Veolia shall provide a quotation as an adder that will be based upon a quotation from our surety.

1.6. DELIVERY SCHEDULE

The following delivery schedule is estimated based on current availability of materials and market conditions. Actual equipment delivery lead times may vary at time of order. Veolia will work with the Buyer to update lead times at time or order.

Deliverables	Estimated Delivery
Submittal of Approval Drawings	6 – 8 weeks *
Delivery of Mechanical Equipment	18 – 26 weeks **
Delivery of MBBR Carrier Media	18 – 26 weeks **
Delivery of Instrumentation	18 – 26 weeks **
Delivery of Installation Manuals	Upon delivery of equipment
Delivery of Operation and Maintenance Manuals	90 days**

- Aeration system, media, and screens will be shipped via exclusive/dedicated freight.
- If Veolia is able to ship equipment sooner than the above schedule, contractor must accept deliveries and provide adequate storage on-site for such equipment.
- * after receipt of a fully executed purchase order
- ** after receipt of written approval of submittal drawings and release to manufacturer

1.7. CONTACT INFORMATION

This 100% CMAR proposal is respectfully submitted by:

	Veolia Contact	Local Representative
Name	Rodrigo Lara	Lisa Snyders
Company	Veolia / Veolia	Coombs-Hopkins Company
Address	4001 Weston Parkway Cary, NC 27613	8950 S. 52nd Street, Suite 103 Tempe, AZ 85284
Mobile	503-380-3995	602-339-8070
Email	rodrigo.lara@veolia.com	lisa@chcwater.com





1.8. PROPRIETARY INFORMATION

The information or data contained in this proposal is proprietary to Veolia and should not be copied, reproduced, duplicated, or disclosed to any third party, in whole or part, without the prior written consent of Veolia. This restriction will not apply to any information or data that is available to the public generally.

1.9. STATEMENT REGARDING COVID-19

Veolia shall not be held liable in the event of a non-compliance with its obligations set forth herein to the extent such non-compliance is due to the consequences of the Covid-19 pandemic including without limitation (i) obligation to comply with the legislation enacted or measures taken by the authorities to address the Covid-19 pandemic (including mandatory closures, requisitions, transport limitations, social distancing requirements), (ii) observance of hygiene and security rules and recommendations resulting from the Covid-19 pandemic, (iii) inability to supply or distribute to relevant personnel appropriate personal protective equipment for the tasks to be performed, as a result of shortages of supply resulting from the Covid-19 pandemic, (iv) inability of a Veolia subcontractor or supplier to comply with its obligations for the reasons mentioned above; and to the extent the resulting impediments cannot be reasonably overcome.

In the event such consequences of the Covid-19 pandemic render Veolia's performance hereunder more onerous than could have been anticipated at the date hereof the parties shall negotiate alternative contractual terms, including for delivery/performance dates or service levels, which reasonably allow for the impact of the consequences of the Covid-19 pandemic referred to here above.

1.11 CONTRACT PRICE

Veolia shall be entitled to an adjustment of the Contract Price and/or time of performance in connection with exceptional circumstances beyond Veolia's control such as, without limitation, raw materials shortages, sudden fluctuations of raw material pricing, extension, suspension or delay of the the project schedule, sudden disruption on production of Goods and/or spare parts required for the Project, delay of carriers, which may affect the execution of Veolia's timely performance of the Work or affect it financially. Veolia shall notify the Owner accordingly within ten (10) days from the actual knowledge of such circumstances. Following submission of such notice, Veolia shall provide relevant justification reasonably satisfactory to the Owner to proceed to the necessary adjustments to the Contract Price and/or time of performance under the Contract.





2. VEOLIA - TERMS OF SALE

- Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's
 purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an
 acceptance by Seller, such offer or acceptance is 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 provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. 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.
- 3. <u>Delivery.</u> Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are DDP Jobsite.
- 4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information disclosed by Seller or prepared solely by Seller or Buyer or jointly by Seller and Buyer in connection with this Agreement, and all intellectual property rights therein, shall be and remain the confidential and proprietary property of Seller, whether or not patented by Seller ('Work Product'). Buyer hereby irrevocably assigns all rights in any Work Product to Seller. Seller grants Buyer a non-exclusive, non-transferable (except to a successor-in interest to the ownership of the Equipment), paid-up license to use the Work Product solely in connection with Buyer's use, operation, repair and maintenance of the Equipment at the Jobsite defined in this Agreement. Buyer may not disclose, share, transfer, or sell any such Work Product to third parties without Seller's prior written consent and such consent may be arbitrarily withheld. Buyer agrees not to resell, transfer or give any of the biologically colonized media or bacteria from the system to any party other than Seller or any of Seller's affiliates without the prior written consent of Seller for a period of fifteen (15) years from the effective date of this Agreement. Buyer shall not cultivate bacteria or use biomass carriers retrieved from the ANITA Mox system for any research or non-research purposes without prior written consent of the Seller. Any new developments, discoveries or inventions resulting from the operation of the ANITA Mox system in which the ANITA Mox process is a component or is in any way incorporated in whole or in part shall be owned solely by the Seller.
- 5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
- 6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment 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. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from beneficial use, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. 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 Equipment 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 damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 7. 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.
- 8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
- Cancellation, If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to
 cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
- 10. <u>LIMITATION OF LIABILITY.</u> 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 EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- 11. Miscellaneous, If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement 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. 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. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.





3. DESIGN SUMMARY

3.1. DESIGN CRITERIA

The ANITA Mox equipment is designed per the following design summary:

Table 1: ANITA Mox Influent Design Basis

Parameter	Units	Flow	
Flow, Design	mgd	0.455	
Maximum Hydraulic Flow	mgd	0.546 🖍	
cBOD₅	mg/L	< 325 🖊	
COD	mg/L	< 1,170 🖊	
TSS	mg/L	< 500 ₹	
TKN	mg/L	1,482 🗸	
NH ₃ -N	mg/L	1,300 🖍	
Alkalinity*	mg/L	3,523	ranid
Required Alkalinity Estimate	mg/L	> 3,900	I system liquid
Design/Max Temperature	-°C	30/35	17.
Elevation	ft	2,200 ✓	

^{*}This alkalinity concentration is not sufficient to sustain the target system performance.

Table 2: Effluent Objectives

Parameter	Units	30-Day Average
Ammonia-N removal	%	≥75% V
Total Inorganic Nitrogen (TIN) removal	%	≥ 65% 🗸

Table 3: ANITA Mox Design Summary

Parameter	Units	Values
Number of ANITA Mox Reactors	-	1 V
Dimensions (Each)	ft	70 Dia. ×19 SWD 📝
Volume (Each Reactor)	gal	73,120
Available Freeboard	ft	2-3
Media Type	- I	AnoxK [™] 5
Fill of Biofilm Carriers	%	~50
Total Media Volume	ft ³	36,518 36560
Aeration System Type		Medium Bubble 🗸
Residual DO, Max. Month	mg/L	1.0-1.5
Total Average Process Air Requirement ¹	SCFM	3,640 3710
Total Peak Process Air Requirement ¹	SCFM	4,560
Pressure At Top of Drop Pipe	psig	(8.1) 9.3
Notes:		

Process air modified from previous proposal. Average value based on AOR for NH3-N load. Peak value based on AOR for TNK load with aeration safety factor.



^{**}The design assumes that the sidestream entering into the proposed ANITA Mox system contains no toxic compounds.



EQUIPMENT SCOPE OF SUPPLY

4.1. **GENERAL**

Veolia will provide the equipment and field services as described in the 100% CMAR specification and as detailed herein.

Veolia will supply the following equipment as described below:

11 Drain screen P

- 1. ANITA Mox
 - a. Biofilm Carrier Elements
 - b. Media retention screens

 - e. Air flow control valves and isolation valves v
- 2. System Instrumentation and Controls

MBBR ANITA MOX SYSTEM EQUIPMENT 4.2.

Mechanical Equipment Items	Qty	Description
AnoxKaldnes K5 Media (ft³)	36,518	 Carrier elements are made of virgin HDPE. The total media quantity will include a small volume of seeded media sufficient for startup. Carrier elements will be delivered DDP jobsite with Freight included. Media (including seed media) will be delivered in fifteen (15) closed top trailers. If alternate shipping methods are requested by the Owner, additional charges may apply. For reference, Contractors at other projects have typically installed three (3) trailers per day. The fastest installation rate observed was five (5) trucks per day. Each bag is approximately 3.5 ft x 3.5 ft x 3.0 ft, or 35 ft3 per bag (1.0 m3) and has at least two (2) handles on the top side, which can be used to install the bags. Bags weigh approximately 270 lbs each. The bags will require removal from trailers and field placement or storage by the Contractor. The Contractor will have 2 hours to unload each container, after it arrives on site, before demurrage charges are assessed. The Contractor shall be responsible for any demurrage charges. Storage: The media bags with virgin media can be stored outside for long periods; however, they need to be covered to minimize any degradation of the bag itself due to UV light, such as sunlight. Seeded media bags require installation upon arrival. The media bags cannot be stacked more than three (3) bags on a pallet. UV-reflective tarps can be used to cover the bags of media until such time they are loaded into the reactor. The Contractor shall be responsible for supply, installation, maintenance, and repair of UV-reflective tarps or covers
Cylindrical Screen Assemblies	2	 Two (2) per reactor for one (1) train. 5 ft L x 23" dia. each 304L SS. Perforated plate pipes terminated in custom flanges for mounting directly to the tank wall.





Medium Bubble Aeration system	8 /	 Eight (8) medium bubble aeration grids for one (1) train. 304L SS including header, lateral piping, and hardware. Each grid's drop pipe will also be supplied with a Straub Coupling for the Contractor to connect Veolia-supplied piping with yard piping.
Top Entry Mechanical Mixer*	1	 One (1) specially designed, top-entering mechanical mixer for the one (1) train, 40.2HP, VFD, vapor seal, ITP documentation (unwitnessed), bearing life calculation, and weather hood included. One (1) spare gear drive, one spare (1) shaft clamp. Desiccant breather not provided.
Modulating Air Control Valve	1	 One (1)10" diameter modulating airflow control valve, – for a total of one (1) per train.
Air Grid Isolation Valves	8	 One (1) 6" diameter manual isolation valve per air drop pipe – v for a total of eight (8) per train.
Drain Screen	1	 23" diameter x 24" tall 304L SS perforated plate

^{*}Tank baffles are recommended by the mixer manufacturer and shall be provided by the Contractor.

4.3. INSTRUMENTATION & CONTROLS

Veolia shall supply the following equipment as described below.

PLC Based Control Panel

One (1) PLC Based Control panel will be supplied, as specified below, to control the MBBR process based on Operator setpoints. All field wiring and field terminations are by others. The Control Panel will be completely assembled, tested, and programmed for the required functionality. U. L. labeled Panel will be comprised of the following:

MBBR Control Panel				
Description	Manufacturer	Quantity		
NEMA 4X Free Standing Enclosure 72"H x 36"W x 18"D	Saginaw	1		
PanelView Plus 7 Standard 10" Color Touchscreen Operator Interface w/Ethernet	Allen Bradley	1		
Compact Logix PLC Processor w/ IO	Allen Bradley	1		
eWON Flexy for Remote Access	eWON	1		
120 VAC Surge Protector SFP1-20/120AC	Phoenix Contact	1		
Circuit Breakers	Square D	AR		
24VDC 5A Power Supply	Phoenix Contact	1		
4-20mA Analog Surge Arrestor	Phoenix Contact	AR		
4-20mA Analog 4-20mA/4-20mA Isolator	Phoenix Contact	AR		
Interposing Relay w/Base for Digital Outputs	Allen Bradley	AR		
Ethernet Switch 4-RJ45 10/100, 2 SC Fiber Ports	Phoenix Contact	1		
Fiber Patch Panel (WCH-04P)	Corning	1		
850VA Din Rail Mounted UPS (SDU850)	Sola	1		
30mm Push Buttons	Square D	2		
Misc. Wire and Wire Duct		AR		
Completed Panel Shop Tested and UL Labeled	Veolia	1		

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PLC and Operator Interface Programming	Veolia	1
PLC site Start-Up and Testing	Veolia	1

NOTE: AR means "As Required". The quantity of these items will be determined at the time of panel construction.

Additional notes:

- Each PLC Control Panel will include the necessary input/output plus twenty percent (20%) "Live" spare wired signals for future or additional signal interface.
- All PLC and Operator Interface programming is based on Veolia's standards. Any
 requests or requirements that would deviate from this standard will result in additional
 costs. Veolia shall provide the PLC/Operator Interface programming for the Veolia
 supplied PLC Control Panel.
- The PLC Program and Operator Interface Program and its associated Graphic screens developed by Veolia are for use on the Veolia supplied PLC and Operator Interface.
- Veolia shall use Allen Bradley development software for PLC Programming and Operator Interface Programming; the development software is licensed to Veolia and shall not be provided as part of this scope. Veolia shall not provide any PLC, Network, Operator Interface, SCADA, or Alarm Notification software.
- Veolia shall supply copies of the completed PLC and Operator Interface programs at job completion. Prior to supplying completed PLC and Operator Interface programs, Veolia requests that a non-disclosure agreement be signed and returned.
- Factory testing of the Veolia PLC Control Panel shall be conducted by Veolia personnel
 at a Veolia selected Panel Facility. Veolia has an established Panel testing criteria and
 will conduct all Panel and Software testing. When said Panel/Software testing is
 complete a Test Report shall be generated. Other parties are welcome to witness panel
 testing at their expense.
- No other Instruments, Control Panel Components (PLC or other components) will be supplied unless they are explicitly listed in this Scope of Supply. Field wiring and field terminations by others.

Mixer Local Control Panel		
Description	Manufacturer	Quantity
NEMA 4X 304 Stainless Steel Enclosure 24"H x 24"W x 12"D	Saginaw	1
Altivar 630 40HP VFD for Mixer Control	Square D	1
30mm 3-Postion Hand-Off-Auto Switch	Square D	1
30mm Pushbutton – Start, Stop	Square D	2
30mm Speed Potentiometer	Square D	1
Misc. Wire and Panduit	Veolia	1
Completed Panel Shop Tested and UL Labeled	Veolia	1





MBBR Field Instruments and Special Controls		
Description	Manufacturer	Quantity
Dissolved Oxygen Sensor w/ SC4500 Transmitter (LDO-2 Sensor, SC4500 Transmitter) Reactor AE/AIT-650	Hach	1 1
an-ISE Ammonia/Nitrate Probe w/ SC1000 Controller (AN-ISE) Reactor Effluent Channel Recycle Storage Tank (EQ Tank)	Hach	2
pH Probe (DPD1P1) Reactor *Probe to share SC4500 controller with DO sensor	Hach	1
Magnetic Flowmeter w/ Integral Display (ProMag 400W) *Magnetic Flowmeters require five (5) Pipe ID's unobstructed straight run upstream and two (2) Pipe ID's downstream. Reactor Influent	Endress+Hauser	1
Thermal Mass Flowmeter w/Transmitter I 300 *Requires twenty (20) pipe ID's upstream and ten (10) pipe ID's downstream Reactor Process Air Piping **TE/FIT- 550 I	Endress+Hauser	1
Non Contact Radar Level Transmitter FMR20 Reactor LE/LIT-5501	Endress+Hauser	1
Level Float Switch ECO-Float GSI-20-NONC Reactor	Anchor Scientific	1
pH-Based Aeration Control Option. To be incorporated into the PLC programming as an additional aeration control option.	Veolia	1

Veolia will start up and check the operation of instruments supplied by Veolia.

FE/FIT-5508? } DILUTION WATER?





5. SCOPE OF WORK

Veolia is responsible for process design and equipment procurement required for the ANITA Mox process. Veolia scope of work does not include any equipment, materials or other services not specifically defined in this proposal. The equipment scope of supply shall include the equipment as shown in the attached Equipment Scope of Supply.

5.1. PROCESS DESIGN AND SUPPORT

Veolia will provide process and design support in accordance with the applicable national codes, standards, and/or regulations (except where otherwise noted) in effect at the time of this proposal. Additionally, Veolia will provide all necessary design, installation, and operating information for equipment within its stated scope of supply. Veolia is not responsible for the design, selection, installation, operation, or maintenance of any material, equipment, or services provided by others.

Veolia will provide process engineering and design support for the system as follows:

- 1. Technical instruction for operation and start-up of the system
- 2. Equipment layout drawings
- 3. Equipment installation instructions
- O&M manuals

5.2. FIELD SERVICE

Veolia shall supply the following services of one (1) system-trained representative as detailed herein:

- Forty (40) days, in not more than ten (10) trips to assist with mechanical equipment check-out, start-up, and operator training, and performance testing.
- Sixteen (16) days, in not more than four (4) trips to assist with I&C equipment check out, startup, testing and operator training.
- Extended services shown in Section 5.3

NOTES:

- Man-days are eight hour days Monday through Friday that include travel time.
- Man-days and/or trips required beyond those indicated above will be billed at Veolia's published standard rates at time of service, plus travel and lodging costs. Such additional days could become necessary for correction of improperly installed equipment or instrumentation, prolonged construction time, or Contractor's failure to properly coordinate start-up and training.





5.3 HUBGRADE OPTIMIZED START-UP SUPPORT

Veolia's ANITA Mox system includes the Hubgrade Wastewater Plant Performance ANITA Mox Start-up kit as a standard. Hubgrade is an innovative, comprehensive solution designed to optimize the operation and efficiency of wastewater treatment facilities. This cutting-edge platform combines advanced data analytics, real-time monitoring, and expert support to provide plant operators with actionable insights and recommendations.

The Hubgrade Wastewater Plant Performance Start-up Kit for ANITA Mox is a specialized package designed to streamline the launch of your deammonification facility while significantly reducing laboratory sampling time and manpower requirements. By automating much of the monitoring process and optimizing DO and feed rate set-points in real time, the Start-up Kit allows your team to focus on critical tasks and decision-making rather than time-consuming laboratory work and manual set-point adjustments.

The effectiveness of the Hubgrade Performance Plant Start-up Kit has been demonstrated in successful applications, such as at the Sjölunda biofarm in Sweden. At Sjölunda, the implementation of the Start-up Kit resulted in a 60% reduction in laboratory sampling time and a 40% decrease in required manpower during the critical initial phases of operation. This not only led to significant cost savings but also allowed for a faster and more stable start-up of the ANITA Mox process. By incorporating this Start-up Kit into your project, you can expect similar benefits: accelerated commissioning times, optimized resource allocation, and the ability to achieve full treatment capacity more quickly. The kit's data-driven approach also provides valuable insights for long-term process optimization, setting the foundation for sustained high performance of your ANITA Mox system.

The start-up kit includes software implementation and expert assistance during the start-up period. Specifically, Veolia will:

- Provide the temporary use of one (1) Hach EZ Series nitrite analyzer
- Deliver the communication software package OPC Bridge (UA client to client) software along with all functional specifications for proper implementation with the PLC/SCADA, including Watchdog interaction for safe communication
- Work with the client's systems integrator to complete implementation of the software package and verify communication to/from the Hubgrade Performance cloud server
- Implement, configure, tune and test of the Hubgrade Performance Plant features
- Provide remote expert review of system operation via the Hubgrade Performance Plant cloud platform throughout the start-up phase and completion of effluent performance tests

Refer to the attached Hubgrade Service Contract for details of the service included.





6. ITEMS NOT INCLUDED

6.1. SCOPE OF SUPPLY BY OTHERS

Unless otherwise indicated in this Scope of Supply document, the Contractor shall furnish the following items. The Contractors scope is not necessarily limited to this list:

- Others shall provide access to the basins and facilities for Veolia field personnel to inspect the installed Veolia equipment. This access shall include, but not be limited to, the following:
 - a. Safe ingress and egress at the basins.
 - b. Equipment, personnel, assistance, training and permitting for confined space entry, if applicable.
 - c. Tank dewatering and sludge removal, if necessary.
 - d. Provisions, such as scaffolding or lifting devices, to allow the Veolia inspector to gain close access to installed equipment for a complete and proper inspection.
 - e. Sufficient lighting for safety and inspection visibility purposes.
 - f. Provisions for atmospheric monitoring and ventilation, if necessary.
 - g. Personnel available to provide remedy for items that can be corrected during or just after the inspection.
- 2. Receiving (preparation of receiving reports), unloading, storage, maintenance preservation and protection of all equipment, and materials provided by Veolia.
- 3. Installation of all equipment and materials provided by Veolia.
- 4. Supply, fabrication, installation, cleaning, pickling, and/or passivation of all stainless steel piping components not provided by Veolia.
- 5. Supply and installation of all flange gaskets and bolts for all piping components not supplied by Veolia.
- 6. Supply and installation of all pipe supports not supplied by Veolia.
- 7. Provide all motor control centers, motor starters, panels, transformers, and VFD's other than supplied by Veolia.
- 8. Install and terminate all motor control centers, motor starters, panels, transformers, and VFD's.
- 9. Supply and install all electrical power and control wiring and conduit to the equipment served plus interconnection between Veolia's furnished equipment as required, including wire, cable, junction boxes, fittings, conduit, etc.
- 10. Provide all anchor bolts and mounting hardware not provided by Veolia.
- 11. Provide and install all piping required to interconnect to the Supplier's equipment.
- 12. Provide all nameplates, safety signs and labels.
- 13. The Contractor shall coordinate the installation and timing of interface points such as piping and electrical with the Supplier.
- 14. Video recording of any training activities.
- Supply and install all sunshields and/or additional enclosures as needed when installing equipment and instrumentation outdoors.
- 16. Collecting of samples from the process (including necessary labor, composite samplers, etc.) during the project, including startup, performance testing, and operation of the system.





- 17. Laboratory testing of process samples during the project, including startup, performance testing, and operation of the system.
- 18. Tank preparation, including but not limited to closing off of walls, openings; inspection and refurbishment of tank walls, etc.
- 19. Provisions for heating reactor(s) during startup, if required to maintain reactor temperatures.
- 20. Good, quality workmanship on concrete work for the process reactors to eliminate large holes, excessive form marks, large pockets, and excessively rough areas. Particular attention must be paid to eliminate the potential for annular space around media retention screens.
- 21. Bridges for supporting top entry mixers, if any.
- 22. PE Stamps, for any calculations that are provided by Veolia.
- 23. Blowers and VFDs
- 24. PH based Aeration Control Logic.
- 25. Installation, testing, and operation of level detection and level communication systems in the process reactors prior to the filling of process tanks with water and media.
- 26. All other equipment, materials, chemicals, PE stamps, certifications, spares, calculations, controls, equipment or performance testing (factory or field, witnessed or unwitnessed), and services (field or others) not otherwise listed as specifically supplied by Veolia.





7. COMMENTS TO 100% CMAR DOCUMENTS

Veolia reviewed the specifications and drawings pertaining to the equipment to be supplied as detailed herein. Please note the Veolia clarifications and exceptions to the specifications and drawings identified as follows:

ltem	Comment Number	Specification Section or Drawing Number	Referenced Documentation	Comment Verbiage	
1	S-06.1	46 90 20 1.03, A, Clauses 2, 3 & 4	Clauses in entirety	Veolia takes exception to Section 1.03.A, Clauses 2, 3, and 4 in their entirety. All these topics are already covered in the Appendix A: Process Performance Specification included in the Bid Specification. Some of the items are identical. Others address the same topic with different languages. Please remove these items from the Specification and refer to Appendix A.	
2	S-23	Instructions to Bidders	Material Sourcing and Traceability: Bidder shall not source material from a foreign mill, foundry, or fabricator without contractor approval. Bidder shall notify contractor of process or fabricator changes prior to use of same. Bidder shall ensure material traceability to the original source, as required.	Please note Veolia assumes since this is not a BABA or a federally funded project the material sourcing restrictions do not apply. Therefore, Veolia has provided its standard equipment and materials.	
3	PR-33	46 90 20 Annex B Process Guarantee	Notes v The 7-day average applied loads shall not exceed the design loadings by more than 10%.	Veolia's process guarantee is based on the system being operated at or under the specified design loading based on 0.455 MGD centrate flow and the concentrations in Table 1.02.C of the referenced specification. While some fluctuations may be unavoidable, the test average load should be at or below the design.	
4	PR-35	General Process Flow Diagram G004	Table of Centrate Loading Parameters	Please note that based on instruction from the Engineer in response to previous questions regarding the drawings, the ANITA Mox system is sized and guaranteed to meet the specified performance requirements at the Design Average condition (0.455 MGD and 1300 mg/L ammonia-N). As a clarification, it is not guaranteed to meet the performance requirements at the Design Max loadings shown in Drawing G004.	
5	PR-40	46 41 27.22 1.01	(No verbiage currently included for this question.)	With the transition from a square to a circular reactor, the mixer manufacturer now recommends 3 tank baffles be mounted around the perimeter of the reactor in vertical orientation. The recommended dimensions are 200" tall x 70" wide. Veolia currently has not included these baffles in its scope and the Contractor would need to provide them, possibly as concrete construction. Further details regarding these baffles can be discussed after contract award.	





10	M-23	46 90 20:2.03.D.3.b.1 Dwg M103	of the drop pipe isolation valve. Drain Screen	the isolation valve, along with the required supports. Veolia is providing a Ø23" x 24"LG drain screen to be mounted directly to the floor. The drain screen shall have rubber gasket at the top that can be cut around the drain pipe to prevent media migration. The Contractor shall supply the drain pipe and all necessary supports. No load can be transferred to the drain screen.
9	M-22		A 304/304L stainless steel drop pipe(s) shall be provided for the aeration grid(s) to a point approximately 1' above the SWD. The drop pipe shall be schedule 10 pipe and connect to the Contractor supplied out-of-reactor pipe. Supplier scope ends immediately downstream	Please note this specification contradicts itself. Veolia's scope of supply terminates 1' above SWD with a plain end pipe and a flexible coupling. The Contractor scope will include a spool piece from the flexible coupling to
8	M-21	46 90 20:2.03.D.2	Stainless Steel Piping	Veolia to provide our standard drop pipe construction which consists of sch 10, 304SS pipe and 125#, ANSI, flat faced flanges for the connection to the aeration grids. Flexible couplings will be provided for connecting Veolia's drop pipes to the contractor piping at a level approximately 1' above the SWD.
7	M-20	46 90 20:2.03.C.2 Dwg M100	Cylindrical Screen Installation	Per 46 90 20:2.03.C.2 the cylindrical screens will be mounted directly to the concrete wall. Please note, the Contractor must provide a flat surface on the wall for mounting the cylindrical screens.
6	PR-41	46 90 20 Appendix A, Annex A, Process Guarantee, Section 1 Compliant Parameters	The Equipment is designed to treat centrate generated from the PONDUS and anaerobic digestion process operated at the water reclamation facility of the Purchaser.	Veolia's process design and guarantee are contingent on certification from the Purchaser that the combination of the PONDUS sludge pretreatment (THP) with anaerobic digestion will not create constituents in the water that will result in inhibition of the biological process in the ANITA Mox reactor. Other THP processes have been conclusively demonstrated to create such compounds and require a different deammonification design strategy than has been implemented for the Pima County Tres Rios project. Veolia will provide the specified performance guarantee - as adjusted for comments/exceptions in this proposal - upon certification from the Purchaser that use of the PONDUS system will not impede biological activity in the ANITA Mox system, defined by nitrogen specific removal rate (g/m^2/d). Alternatively, the ANITA Mox performance testing can be completed prior to the PONDUS system being started and contributing to the centrate characteristics. If the Purchaser would like Veolia to participate in testing to confirm removal rates and/or presence of inhibitory compounds, Veolia can provide an additional cost for that scope of work.





11	M-24		Reactor concrete condition	Concrete must meet the following specification: CONCRETE FINISH SPECIFICATIONS: 1. CONCRETE TO ADHERE TO REQUIREMENTS OF ACI 301 (2011) FOR FORM FACING MATERIALS AND AS-CAST FINISHES (a) 2.2.1.1 FORM-FACING MATERIALSUNLESS OTHERWISE SPECIFIED OR PERMITTED, FORM FACE MATERIAL IN CONTACT WITH CONCRETE SHALL BE LUMBER, PLYWOOD, TEMPERED CONCRETE-FORM-GRADE HARDBOARD, METAL, PLASTIC, OR PAPER THAT CREATES SPECIFIED APPEARANCE AND TEXTURE OF CONCRETE SURFACE. (b) 5.3.3.3 AS-CAST FINISHESUSE FORM FACING MATERIALS MEETING THE REQUIREMENTS OF 2.2.1.1. PRODUCE AS-CAST FORMED FINISHES IN ACCORDANCE WITH CONTRACT DOCUMENTS AND 5.3.3.3.c 5.3.3.3.c SURFACE FINISH-3.0 (SF-3.0) PATCH VOIDS LARGER THAN 3/4" WIDE OR 1/2" DEEP; REMOVE PROJECTIONS LARGER THAN 1/8"; PATCH TIE HOLES; SURFACE TOLERANCE CLASS A AS SPECIFIED IN ACI 117; AND PROVIDE MOCKUP OF CONCRETE SURFACE APPEARANCE AND TEXTURE.
12	V-10	40 05 57	valve operators and electric valve actuators	Please note that according to Rotork as this section is currently written it is impossible for Rotork to meet. Therefore, we have quoted according to the specification sent previously.





8. SAMPLE CERTIFICATION OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POL BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOUT REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be end if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement is certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER SUBROGATION IS WAIVED, subject to the certificate holder in lieu of such endorsement(s). PROPUER MASS USA Inc. SHOW Mations Steel Charge, It 6561 Atm Veola CertRequest@marsh.com Fax 212-918-5053 MISURER B: Everse National Insurance Company 16345 ACM Veola Water Technologies Inc. 4001 Weston Perhany Cary, NO 77513 MISURER B: Everse National Insurance Company 16345 MISURER D: Berishire Halbanary Specially Insurance 20079 MISURER D: Berishire Halbanary Specially Insurance Company 16345 MISURER D: HALBANARY Specially Insurance Company 16345 MISURER D: HALBANARY Specially Insurance Company
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D E&O - S/R \$5,000,000 42-CNP-313450-03 01/01/2023 01/01/2024 Per Claim/Aggrogate
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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Veolia Water Technologies, Inc. (dba Veolia) 4001 Weston Parkway • Cary, NC 27513 USA Tel: 919-677-8310 • Fax: 919-677-0082 www.veoliawatertech.com

ACORD 25 (2016/03)

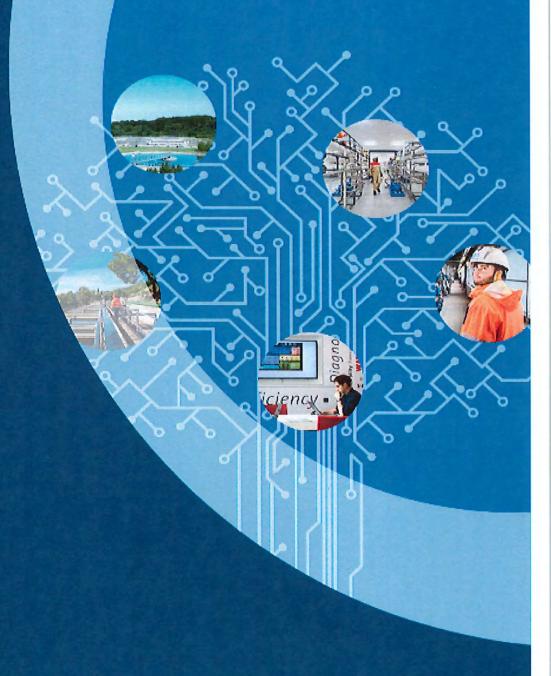




9. HUBGRADE SERVICE CONTRACT & BROCHURE



Hubgrade







HUBGRADE SERVICE CONTRACT

Facility: Pima County Tres Rios WRF

Systems/Equipment Covered: VWT ANITA™ Mox Process

PIMA COUNTY

Plant Address: 7101 N Casa Grande Hwy

Tucson, AZ 85743

Contract End Date: TBD

1. INTRODUCTION

As treatment systems become ever more advanced, Owners are seeing increasing value in keeping technology providers "on the team" following system handover. Even the best designed treatment system will only deliver its full potential if successfully operated; and even the best training program is unable to transfer all the process knowledge and application experience Veolia has accumulated over many years of implementing several treatment processes.

Veolia is the global market leader in supplying high performance drinking and wastewater treatment systems with over 1000 equipment installed in North America. Veolia also operates many treatment systems as part of our wider contract operations activities, providing direct O&M experience. This combination of process and operation expertise is provided to Owners under our Hubgrade™ range of digitally enabled support services. Choosing Hubgrade™ keeps us close at hand, flattening the learning curve for your Operations team, and ensuring unfamiliar (and sometimes unexpected) challenges are tackled.

2. HUBGRADE DIGITAL SUPPORT SERVICES

Hubgrade, the digital service designed by Veolia, is the combination of digital tools and the expertise of Veolia employees at the service of operational and environmental efficiency. Its specificity: capitalizing on human competency and digital power to process data in order to provide our customers with a continuous supply of optimized solutions adapted to their priorities. Hubgrade can be implemented for a single technology, a range of equipment or for a complete industrial or municipal water or wastewater treatment plant, for Veolia and non-Veolia equipment.

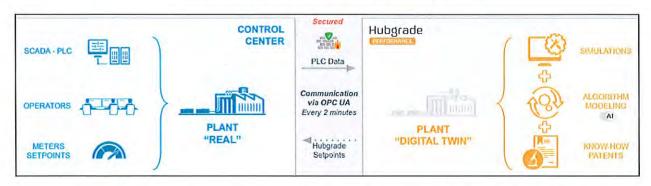




2.1 HUBGRADE™ WASTEWATER PLANT PERFORMANCE: REAL-TIME DIGITAL TWIN OPTIMIZATION

Hubgrade Wastewater Plant Performance is an innovative, comprehensive solution designed to optimize the operation and efficiency of wastewater treatment facilities. This cutting-edge platform combines advanced data analytics, real-time monitoring, and expert support to provide plant operators with actionable insights and recommendations. By leveraging the power of digital technology and Veolia's extensive experience in water treatment, Hubgrade enables facilities to reduce energy consumption, minimize chemical usage, and improve overall treatment performance. The system continuously analyzes plant data, identifies optimization opportunities, and helps operators make informed decisions to enhance process stability, ensure regulatory compliance, and reduce operational costs. With its user-friendly interface and customizable features, Hubgrade Wastewater Plant Performance empowers treatment facilities of all sizes to achieve sustainable, efficient operations while meeting the evolving challenges of wastewater management.

When Hubgrade Wastewater Plant Performance is bundled with a Veolia equipment sale, we provide all necessary hardware and software, including a mini-PC OPC-UA server to facilitate the use of an OPC-bridge communication software package. This package routinely provides the necessary data to Veolia's cloud servers (housed on AWS) and retrieves any new set-points determined by the Hubgrade system.



The Hubgrade Wastewater Plant Performance Start-up Kit for ANITA Mox is a specialized package designed to streamline the launch of your deammonification facility while significantly reducing laboratory sampling time and manpower requirements. By automating much of the monitoring process and optimizing DO and feed rate set-points, the Start-up Kit allows your team to focus on critical tasks and decision-making rather than time-consuming laboratory work and manual set-point adjustments. The kit also includes detailed protocols and expert guidance tailored specifically to the ANITA Mox process, ensuring that your staff can efficiently manage the start-up phase with minimal additional training.

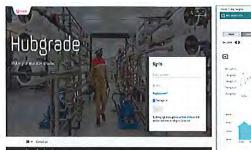
The effectiveness of the Hubgrade Performance Plant Start-up Kit has been demonstrated in successful applications, such as at the Sjölunda biofarm in Sweden. At Sjölunda, the implementation of the Start-up Kit resulted in a 60% reduction in laboratory sampling time and a 40% decrease in required manpower during the critical initial phases of operation. This not only led to significant cost savings but also allowed for a faster and more stable start-up of the ANITA Mox process. By incorporating this Start-up Kit into your project, you can expect similar benefits: accelerated commissioning times, optimized resource allocation, and the ability to achieve full treatment capacity more quickly. The kit's data-driven approach also provides valuable insights for long-term process optimization, setting the foundation for sustained high performance of your ANITA Mox system.



2.2 HUBGRADETM ESSENTIAL: VEOLIA'S SECURE DIGITAL PLATFORM

Hubgrade Essential is a monitoring-only platform that collects and displays process data from the treatment plant, making it available 24/7 from any location on the customer portal. Essential runs on today's most secure, state-of-the-art cloud-based system. Cybersecurity is fully integrated at every level, from data acquisition and transfer to data aggregation, analysis and reporting. Hubgrade Essential typically includes:

- Dedicated web portal, accessible 24/7 from any device
- Acquisition, aggregation and cloud storage of data
- Remote monitoring of critical operating parameters
- Process Data Trends and Critical alerts (E-mail and SMS)
- Ability to enter data manually, upload Excel files (such as laboratory analysis results) and trend







The gateway to Hubgrade is a private and secure customizable and mobile friendly user interface. This customer web portal is designed to maximize transparency, control and increase operational efficiency of your water treatment system. It seamlessly consolidates your water and wastewater treatment equipment performance data and service interactions into a robust dashboard that can be accessed from any location, anytime, from any device.

When Hubgrade Essential is bundled with a Veolia equipment sale, we provide all necessary hardware and software, including SIM module/card for cellular data connection. As cellular service can be unreliable in some locations, this connection method may require the use of external antennas or other means to establish a reliable signal. If a hardwired connection through the Owner's internet is available, this is always preferred.

2.3 HUBGRADE™ ASSIST : DEDICATED ACCESS TO VEOLIA'S EXPERTS

At the heart of your Hubgrade contract is the ongoing engagement and support of our people. Regular evaluations of your VWT provided treatment system and its operation are important to assure optimum performance and a long service life. Routine monitoring of system parameters by our qualified staff can also help recognize trends that indicate potential trouble in system performance. Hubgrade Assist offers access to VWT's long-term experience and expertise in water treatment through a proactive, data-driven service and remote support plan that includes troubleshooting and long term drifts resolution.

Participating in the Hubgrade Assist program assures the Client timely and effective assistance in the event of a process-related problem or an upset. In such instances it is important that VWT's technologists have complete and up-to-date information about the system's performance characteristics in order to quickly recommend a course of action for recovery. Hubgrade Essential will enhance the support by making historic data and trending for your system immediately available to our technologists in such an event. This type of information is vital to identifying causes of problems and quickly defining corrective actions needed.



3. HUBGRADE SUPPORT SERVICES

3.1 Hubgrade Support Service Summary

Service contract details	Hubgrade Service Contract BASE OFFER Start-up Support	Hubgrade Service Contract UPGRADE/RENEWAL OPTION Continued Hubgrade Support
Contract End Date	TBD (Included through Performance Test Completion)	TBD (2 yr min. Contract Recommended)
Hubgrade Wastewater Plant Performance - ANITA™ Mox Start-up Al-driven real-time start-up optimization	Included	Included
Hubgrade Wastewater Plant Performance - ANITA™ Mox Advanced Al-driven real time Feed Rate and DO set-point optimization	Not Included	Included
Hubgrade Essential Web Portal Secure Cloud-Based Data and Analytics, Typically not provided where Hubgrade Performance is in use	Not Included	Not Included
Hubgrade Assist - Process Data Review Routine reviews with proactive outbound conference call - wellness check	Included	Included
Hubgrade Assist - Process Performance Reporting Scheduled data review with issued report of observations and key recommendations	Not Included	Biannual Report
Hubgrade Assist - Remote Support Bank Time Bank of Expert Support Time - Inbound calls for As-needed troubleshooting, consultation and other remote support	12 hours	12 hours/yr
Hubgrade Assist - Min. Charge per Call	30 minutes	30 minutes
Hubgrade Assist - Remote Service hours Process Support	8 AM-5 PM EST, (weekdays)	8 AM-5 PM EST, (weekdays)
Hubgrade Assist - Onsite Support Trips Equipment Inspection and Refresher O&M Training	Not Included	1 trip / 3 days onsite (contract total)
Additional Price	NA - Included in Offer	\$32,000/yr (est.)



3.2 Service Contract Clarifications

- This contract only applies to equipment provided by VWT.
- The recommendations made by Veolia under a service contract are offered for information purposes only and cannot make Veolia responsible for the operation of the equipment or for any performance objectives.
- The performance of Hubgrade[™] Assist services is not dependent upon the connection to Hubgrade[™] Essential. If Hubgrade[™] Essential is not included, or if it is included but the Owner opts not to connect or at any time during the contract the Owner opts to disconnect an active Hubgrade[™] Essential connection, all stated Hubgrade[™] Assist services will be delivered. In this case a Veolia expert will coordinate directly with Owner's plant staff for receipt of emailed spreadsheets or other data as may be required.
- If onsite services are included, all equipment and instruments must be functional prior to on-site visits by Veolia personnel.
- Site visits must be scheduled a minimum of two weeks in advance.
- Veolia must be informed at least 72 hours in advance of any program changes to site visits.
- A copy of the maintenance manual must be on site for consultation.
- Work carried during weekdays but outside of normal working hours may be invoiced at 1.5 times the normal base rate.
- Work carried out during weekends or statutory holidays will be invoiced at 2 times the normal base rate.
- Hours of work include waiting times and travel time. Waiting times include, but are not limited to, those caused by mechanical problems, pumping or lack of water.
- Training and certification requirements such as security training required by the client are not included in the costs and will be considered billable time.
- Veolia grants Customer a license to use the Hubgrade[™] service for the purposes described in this contract. Such license to use Hubgrade[™] is subject to any and all terms of use of the Hubgrade[™] portal referenced herein and all terms of use which an authorized user of Customer shall accept during its first log-in to the portal.
- Veolia shall remain the exclusive owner of all intellectual property rights relating to Hubgrade™.
- The suggested renewal price is an estimate and subject to revision at any time. Prior to expiration of the original contract term, Veolia will engage the Owner in contract renewal discussions.

3.3 Service Contract Terms & Conditions

This contract is expressly and without limitation subject to all applicable Veolia Water Technologies, Inc. and Hubgrade™ Terms & Conditions, incorporated herein by reference and available online at:

- Hubgrade General Terms & Conditions
- Hubgrade Performance Plant Terms & Conditions



Hubgrade



Where digital and AI meet human expertise





0000 0001 11 01 1 110 01 11101 **Hubgrade is Veolia's unique range of digital services** that provides data analytics, supervision, optimization and predictive systems for water, waste, energy and other environmental resources.

Using the power of data and the most advanced AI technologies trained with our worldwide operational expertise, we tailor solutions for your specific ecological transformation journey, whether it's decarbonization, depollution, or resource saving and regeneration.

Our experts collaborate with you remotely or from the Veolia Hubgrade Centers. Their expertise are augmented with digital services and Al to enhance, every day, your operations and to co-create innovation that fulfill your specific needs.

In today's world, our customers face immense environmental challenges and often have to make rapid decisions on complex issues. Veolia Hubgrade, our new range of digital services combined with the global expertise of our environmental specialists, offers a unique response adapted to their challenges to accelerate their ecological transformation.



Join the

Hubgrade transformation

Are you ready to change the way you manage environmental resources?

With Hubgrade, innovation is your ally. Data and expertise converge to create solutions that inspire growth and sustainability.

Join us in shaping a world where environmental resource management is not just a necessity, it is a choice of performance and environmental protection.



10,000+

sites connected for municipalities, industry and commercial institutions

Hubgrade Centers in 20 countries

3000+

completed GHG emission studies

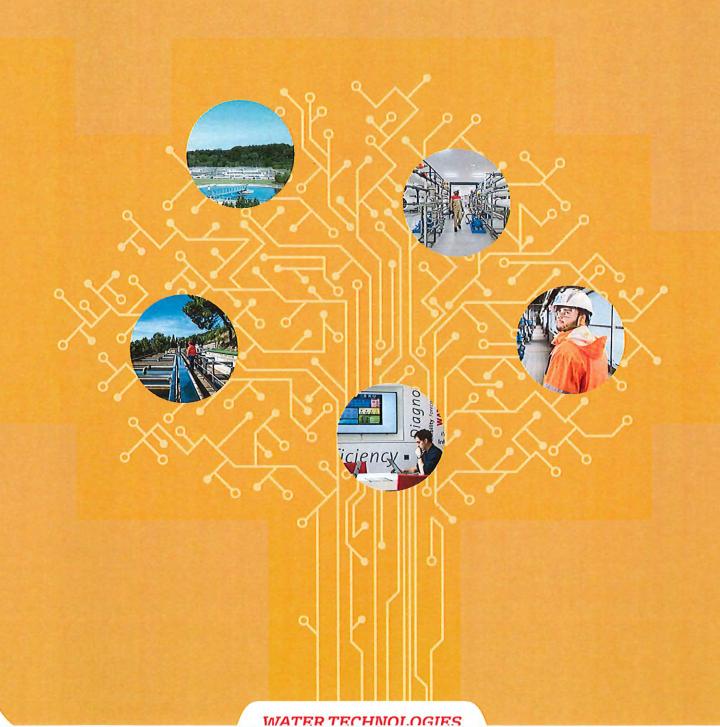
More than

experts and data scientists





Hubgrade





Hubgrade makes your resources smarter!

Hubgrade Performance aggregates real-time data and applies analytics and algorithms, developed and based on Veolia's experience in designing and operating water and wastewater treatment plants worldwide, to continuously benchmark and optimize your plant's performance.

The Plant module of Hubgrade Performance is an online digital twin of the wastewater treatment plant and/or sewer network. It creates a digital representation of the customers' assets which

uses predictive analysis in real-time to provide optimized setpoints to the PLC control and deliver insight to the operators, process engineers and management.

The Plant module is an intelligent software, with a suite of powerful algorithms and holistic solutions offering state-of-the-art automated real-time performance optimization and capacity enhancement.



Hubgrade Powered by O VEOLIA











Safe solution by cloud

Connect to Hubgrade's Plant module service in the cloud

- Forward to the cloud your choice of data for optimized setpoint calculation
- Pick from more than 60 standard features for real-time optimization, overview and forecasting
- Program your own optimizations and features in the add-on Lab function

High priority on resources and biogas

- ✓ Enhance your biogas production
- Benefit the handling of industrial resources
- ✓ Stable and robust performance

Intelligence for sewer system operation

- Minimize number of CSOs (combined sewer overflows)
- → Balance filling capacity of storage volumes
- Integrated optimization of sewage pumping and wastewater treatment plant capacity









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encryption

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Focus on

- ✓ Operational savings
- Hydraulic capacity
- ✓ Biological capacity
- Compliance through stable operation

For more information, please refer to the specific fact sheets

User interface

operational targets

- ✓ User interface supports different user demands
- ✓ Administration of login support roles and access
- Notifications from intelligent data handling when all is normal, no disturbances
- View automatically calculated KPIs from process and operations.







The Plant module is already installed at over 100 wastewater treatment plants and installations worldwide. The results experienced on those plants show up to:

- 40% higher biological capacity;
- √ 100% increase in hydraulic capacity;
- √ 25% energy reduction for aeration;
- 75% energy reduction for grit chamber aeration;
- √ 75% reduction in energy use for internal nitrate recirculation;
- √ 100% reduction in chemicals for denitrification and for phosphorus precipitation;
- √ 20-30% in overall OPEX savings.

"Hubgrade Performance boosts our performance by increasing the hydraulic capacity during wet weather. It is a smart solution with a high effect."

Andrea Aliscioni, COO Milan Water Service

USA-FORM, Inc. /PO Box 375/St. Charles, IL 60174

MINSANG LIM KIEWIT INFRASTRUCTURE WEST CO 3888 E BROADWAY ROAD PHOENIX, AZ 85040

> REVISION 3 NOVEMBER 22, 2024 PIMA COUNTY WASTEWATER RECLAM. TRES RIOS ANITA MOX GMP SIDESTREAM TRATMENT REACTOR TUCSON, AZ

DEAR: MINSANG

HERE ARE A FEW BENEFITS TO USING THE FORMS:

FIXED LABOR FOR PRE-ASSEMBLED FORMWORK. PANELS ARE CUT AND ASSEMBLED OFF-SITE BY USA-FORM. IN ADDITION TO THIS SAVING, THERE IS A SAVINGS AT THE PROJECT'S END. THE PANELS AND MATERIAL ARE SIMPLY LOADED ONTO A TRUCK AND RETURNED. NO CHARGE FOR DISASSEMBLY.

REDUCE ON-SITE ASSEMBLY COSTS AS THE PANEL SYSTEM IS DESIGNED AND CUT TO LENGTH FOR FIELD USE. THE ENGINEERED LABOR-SAVING BRACES, WALKWAY BRACKETS AND OTHER VALUABLE LABOR-SAVING DEVICES ARRIVE ON THE JOBSITE READY TO USE.

GOOD WORKING DETAILS AND FORMWORK DESIGN. YOU HAVE A GROUP OF DEDICATED FORMWORK PEOPLE ON YOUR SIDE. THE SOLUTION TO FORMWORK PROBLEMS ARE DETAILED ON THE FORM ERECTION DRAWINGS FOR THE FIELD PERSONNEL. WE WORK TO RESOLVE THE PROBLEMS ON PAPER BEFORE THEY GET TO THE FIELD. TOO, WE COME TO THE FIELD TO GET YOUR CREWS OFF ON THE RIGHT FOOT. THE PRODUCTS ARE WELL ENGINEERED SO YOU GET THE MOST FOR YOUR RENTAL DOLLARS.

MINIMIZE LABOR POURING CONCRETE BECAUSE THE FORMWORK IS DESIGNED FOR A POUR PRESSURE TO REDUCE POUR TIME. THIS MEANS YOUR CREW WILL FINISH POURING CONCRETE SOONER AND IMPROVE THE FORMED CONCRETE SURFACE. THIS DIRECTLY REDUCES THE TIME REQUIRED FOR POURING SINCE THIS HIGHER POUR RATE IS UP TO TWICE THAT OF MOST SYSTEMS.

THE FORMWORK IN THIS PROPOSAL IS BASED ON INFORMATION E-MAILED ON 3/14/23. USA-FORM WILL SHIP ALL PANELS IN LARGEST POSSIBLE SIZES AND TALLEST POSSIBLE HEIGHT. THIS IS AN ESTIMATE FOR DRAWINGS PROVIDED TO DATE, FORM ERECTION DRAWINGS WILL DETERMINE FINAL QUANTITIES.

THE FORMWORK FOR WALLS BELOW INCLUDES THE FOLLOWING:

INCLUDES:

- 1) 3/4" NEW ALL MDO PLYWOOD
- 2) MICRO-LAMINATED DOUG FIR BEAMS CUT TO NOMINAL LENGTH
- 3) STEEL WALERS NOMINAL SPACING
- 4) SCREW ADJUSTABLE TELESCOPING PIPE BRACES
- 5) SHE-BOLTS (TO FORM WALLS UP TO 2'-6" THICK) WITH PLATE WASHERS AND WING NUTS
- 6) CONNECTING HARDWARE
- 7) LABOR FOR ASSEMBLY
- 8) LABOR FOR PANEL DIS-ASSEMBLY
- 9) DISPOSAL OF PLYWOOD
- 10) FORM ERECTION DRAWINGS

SIDESTREAM TREATMENT REACTOR RADIUS WALLS

ITEM No. #1 FOUR (4) CLOSED 25-0" LF x 22'-0" HEIGHT WALL FORMS (APPROX. 4,400 SF NEW MDO PLYWOOD) @ \$13.50 SF FOR 2 MO.

	MONTH (56 DAYS) MINIMUM RENT FOB WEST CHICAGO, IL\$ ACH MONTH (28 DAYS) THEREAFTER\$	59,400.00 4,400.00
ITEM No. #2	PURCHASE B12 1" HIGH TENSILE COIL ROD FOR WALL TIES APPROXIMATELY 270 FOR 14" WALLS + DRY TIES.	
COST TO PH	RCHASE FOR WEST CHICAGO II.	1 464 00

ENGINEERING

ITEM No. #3 ILLINOIS STRUCTURAL ENGINEERS OR PE STAMP, IF REQUIRED

INCLUDES STAMPED DRAWINGS/CALCULATIONS. VISITS TO JOBSITE FOR INSPECTION OF FORMWORK/FALSEWORK BY ENGINEER OF RECORD, WILL BE PAID BY CONTRACTOR.

COST FOR STAMPED DRAWINGS & CALCULATIONS......\$ 4,500.00

ITEM No. #4 ARIZONA STRUCTURAL ENGINEERS OR PE STAMP, IF REQUIRED

INCLUDES STAMPED DRAWINGS/CALCULATIONS. VISITS TO JOBSITE FOR INSPECTION OF FORMWORK/FALSEWORK BY ENGINEER OF RECORD, WILL BE PAID BY CONTRACTOR.

COST FOR STAMPED DRAWINGS & CALCULATIONS.....\$ 6,800.00

ITEM No. #5 PRE-FABRICATED PANELS

USA-FORM WILL FURNISH OFF-SITE LABOR, FACILITIES, TOOLS AND SUPPLIES TO ASSEMBLE THE ABOVE WALES, MICRO-LAMS AND CONNECTING HARDWARE, IF ANY, WITH BUYER FURNISHED AND DELIVERED PLYWOOD AND SCREWS OR NAILS UNLESS PURCHASED FROM USA-FORM. PANELS WILL BE FABRICATED BY USA-FORM INTO SIZES AS SPECIFIED BY THE FINAL ERECTION DRAWINGS WHICH WILL BE JOINED AND ERECTED INTO LARGER GANGS ON THE JOBSITE WITH THE BUYER SUPPLIED LABOR. RENTAL COSTS WILL BE BASED UPON FINAL MEASURED PLYWOOD SURFACE DIMENSIONS OF THE FORMS PROVIDED. THE BUYER WILL RETURN ALL MATERIALS TO USA-FORM'S YARD IN WEST CHICAGO FOR DISASSEMBLY BY USA-FORM. NO PLYWOOD WILL BE RETURNED TO THE BUYER.

COST TO PURCHASE FOB WEST CHICAGO......INCLUDED

ITEM No. #6 NEW MDO PLYWOOD ATTACHED TO GANG-FORMWORK

COST TO PURCHASE FOB WEST CHICAGO......INCLUDED

- ITEM No. #7 ESTIMATED FREIGHT COST AS OF 11/22/2024 TO JOBSITE, BASED ON SHIPPING ALL MATERIAL AT THE SAME TIME. ACTUAL COST WILL BE QUOTED PRIOR TO SHIPPING.
- (2) TWO FULL SEMI LOADS WEST CHICAGO TO JOBSITE.....\$9,500.00

NOTE:

- 1) THE ABOVE INCLUDES FORMWORK DRAWINGS AS NORMALLY FURNISHED BY USA-FORM FOR ASSEMBLY OF THE FORMWORK SUPPLIED BY USA-FORM. FORMWORK DRAWINGS WILL BE SCHEDULED ON ACCEPTANCE OF THIS OFFER AND GC APPROVAL OF GEOMETRY DRAWINGS.
- 2) THIS OFFER DOES NOT INCLUDE JOBSITE VISITS FOR INSPECTIONS BY ENGINEER OF RECORD. THE COST FOR ANY SITE INSPECTION OF FORMWORK WILL BE QUOTED FOR THE PROJECT.
- 3) IN THE EVENT THAT QUANTITIES ARE CHANGED, THIS PROPOSAL MAY BE ADJUSTED BASED UPON THOSE QUANTITIES.

- 4) ON THE EVENT THAT THIS PROPOSAL IS NOT ACCEPTED WITHIN 30 DAYS, THE COSTS MAY BE SUBJECT TO CHANGE.
- 5) CONCRETE MIX DESIGN AND POUR RATE MAY DETERMINE THE FINAL FORM DESIGN AND COST FOR QUOTED ITEMS. THOSE WILL BE CONFIRMED AT THE TIME OF ORDER.
- 6) COMPLETION OF FORM ERECTION DRAWINGS WILL DETERMINE THE LENGTH OF FORM TO BE SUPPLIED.
- CONTRACTOR IS RESPONSIBLE TO FOLLOW CONTRACT SPECIFICATION RELATED TO CURING AND STRIPPING PROCEDURE.
- 8) THE ABOVE ITEMS EXCLUDES PLYWOOD FORM SURFACES, WALKWAY PLANK OR RAILING, BULKHEADS, WOOD PACKING FOR OFFSETS, ANGLES OR RADIUS BLOCKOUT, LINERS, CHAMFERS, CAMBER, RUSTICATIONS, MISCELLANEOUS HANDSET AS MAY BE REQUIRED FOR NON-TYPICAL FITTING OF CORNERS.
- 9) INSURANCE: ANY INSURANCE REQUIREMENTS BY THE BUYER FOR THE PROJECT IS NOT PART OF THIS PROPOSAL, UNLESS SPECIFICALLY REQUESTED BY THE BUYER. WHILE USA-FORM, INC. CARRIES LIMITED LIABILITY AND WORKMAN'S COMPENSATION, THE COVERAGE FOR SPECIFIC PROJECT OR BUYER REQUIREMENTS MAY NOT BE COVERED. IN THE EVENT THAT THE BUYER'S INSURANCE REQUIREMENTS ARE IN EXCESS TO THE USA-FORM INSURANCE, THE BUYER WILL REQUEST A PROPOSAL FOR ANY ADDITIONAL COST
- 10) BUYER INSURANCE REQUIREMENTS SUBMITTED AFTER ACCEPTANCE OF THIS PROPOSAL BY USA-FORM WILL BE REVIEWED AND QUOTED FOR ADDITIONAL COSTS, IF ANY.
- 11) THIS PROPOSAL IS COMPLETED WITH ESTIMATED COSTS FOR THIS DATE. COSTS ARE NOT GUARANTEED FOR FUTURE DELIVERY DATES AFTER 30 DAYS.
- 12) ALL OF THE <u>GENERAL TERMS AND CONDITIONS</u> ARE PART OF ANY OFFER, PROPOSAL OR AGREEMENT FOR THE PROJECT.

GENERAL TERMS AND CONDITIONS

- 1. PRICES QUOTED ARE SUBJECT TO ANY APPLICABLE SALES OR USE TAXES.
- 2. A. AGREEMENT ACCEPTANCE: THIS AGREEMENT MUST BE ACCEPTED BY THE LESSEE (BUYER) AND LESSOR WITHIN TEN (10) DAYS OF THE DATE HEREIN AT WHICH TIME IT EXPIRES, UNLESS EXTENDED IN WRITING BY USA-FORM, INC.
 - B. AGREEMENT EXPIRATION: IN THE EVENT THAT THE FINAL SHIPMENT IS NOT COMPLETED WITHIN 60 DAYS OF THE ORIGINAL AGREED DATE OF SHIPMENT, THIS AGREEMENT CAN BE TERMINATED IN ITS ENTIRETY BY USA-FORM WITH NO LIABILITY TO USA-FORM. ANY COSTS INCURRED BY USA-FORM AS (BUT NOT LIMITED TO) ENGINEERING, COMPLETE OR INCOMPLETE LABOR, MATERIAL EXPENSES AND MINIMUM RENTALS ARE DUE AND PAYABLE BY THE LESSEE (BUYER) UPON DEMAND BY USA-FORM UPON THIS EXPIRATION DATE.
 - C. AGREEMENT EXTENSION: IN THE EVENT THAT THE AGREEMENT IS EXTENDED BY USAFORM, USA-FORM RESERVES THE RIGHT TO SUBMIT A NEW AGREEMENT TO THE LESSEE (BUYER) WITH NEW UNIT PRICES AND NEW DELIVERY DATES AS DETERMINED BY USAFORM. IF THESE CHANGES ARE NOT ACCEPTED BY THE LESSEE (BUYER), THIS AGREEMENT WILL NOT BE EXTENDED AND WILL BE TERMINATED EFFECTIVE UPON ABOVE EXPIRATION DATE.
 - D. AGREEMENT MATERIAL USAGE: THE ENGINEERING, MATERIALS AND SERVICES PROVIDED UNDER THIS AGREEMENT IS EXCLUSIVELY FOR THE NAMED PROJECT(S) AND / OR THE NAME SPECIFIC STRUCTURE(S) WITHIN THE AGREEMENT. NO MATERIALS OR SERVICES MAY BE TRANSFERRED TO AND /OR USED FOR ANY OTHER PROJECT OR STRUCTURES WITHOUT THE WRITTEN CONSENT OF USA-FORM. THE LESSEE AGREES TO PAYMENT FOR ANY UNAUTHORIZED TRANSFER OR UNAUTHORIZED USAGE AT A COST EQUAL TO THOSE STATED WITHIN THIS AGREEMENT.

3. PAYMENT TERMS:

A. LEASED MATERIALS: THE FIRST MINIMUM RENTAL PERIOD IS AS STATED FOR EACH ITEM ABOVE, UNLESS NOTED OTHERWISE, AND IS PAYABLE IN ONE (1) LUMP SUM IN ADVANCE. THEREAFTER, RENTAL WILL BE PRORATED. RENT BEGINS ON THE DATE OF SHIPMENT AND CONTINUES THRU THE DATE OF RETURN: RENTALS ARE DUE AND PAYABLE WITHIN 15 DAYS OF SHIPMENT. NOTE: IN THE EVENT THAT THE LESSEE DOES NOT OR CANNOT ACCEPT DELIVERY WITHIN 21 DAYS AFTER THE AGREED DELIVERY DATE SHOWN ABOVE, THE LESSEE AGREES TO PAY A DAILY RENTAL RATE EQUAL TO 1/28TH OF THE MONTHLY RENTAL RATE UNTIL THE DATE OF DELIVERY AT WHICH TIME THE RENTAL TERMS OF THIS AGREEMENT ARE EFFECTIVE.

B. PURCHASES AND LABOR: THESE ITEMS WILL BE INVOICED ON THE DATE OF SHIPMENT. IN THE EVENT THE LESSEE/BUYER DOES NOT OR CANNOT ACCEPT DELIVERY ON THE AGREED DATES (ITEM NO. 7) FOR COMPLETED PURCHASES, MATERIALS AND LABOR, USA-FORM RESERVES THE RIGHT TO INVOICE THE AMOUNT DUE FOR PAYMENT. C. CUSTOM OR NON-CONFORMING PURCHASES REQUIRE:

- a. 30% DEPOSIT WITH ACCEPTANCE OF ORDER.
- b. 30% DEPOSIT WITH APPROVAL OF FORM DRAWINGS.
- c. 40% PAYABLE UPON DELIVERY OR COMPLETION OF FABRICATION SHOULD THE BUYER BE UNABLE TO ACCEPT SHIPMENT.
- d. BALANCE DUE IS PAYABLE WITH 15 DAYS OF SHIPMENT.
- 4. **INVOICES NET 15 DAYS FROM SHIPPING DATE**. 2% MONTHLY SERVICE CHARGE ON ALL PAST DUE INVOICES.
- 5. THE LESSEE AGREES THAT USA-FORM, INC.'S <u>TERMS AND CONDITIONS</u> FOR SALE AND LEASE ARE THE ONLY ACCEPTABLE TERMS AND CONDITIONS TO ALL SHIPMENTS. ANY DELIVERY TO THE LESSEE OF ANY EQUIPMENT OR MATERIALS IN ACCORDANCE WITH THIS PROPOSAL CONSTITUTES AN ACCEPTANCE OF ALL THE <u>TERMS AND CONDITIONS</u> OF THIS ORDER.
- 6. THIS AGREEMENT EXCLUDES LABOR FOR ASSEMBLY AND/OR ERECTION OF ANY MATERIALS, LIFTING BEAMS, WALKWAY PLANKS AND RAILS, VOIDS OR BLOCK OUTS, CHAMFERS, CAMBERS, RUSTICATIONS, ANCHORS, EMBEDDED PLATES OR BOLTS, AND WOOD FOR ANY PURPOSE UNLESS SPECIFICALLY MENTIONED ABOVE.
- 7. THIS AGREEMENT EXCLUDES ANY AND ALL LESSEE, BUYER, SUB-CONTRACTOR INSURANCE, OSHA, STATE OR LOCAL SAFETY REQUIREMENTS SUCH AS BUT NOT LIMITED TO MATERIALS, EQUIPMENT, MANUALS, OR INSTRUCTIONS FOR ANY PURPOSE. THE LESSEE OR BUYER AGREES TO FURNISH ANY AND ALL SUCH SAFETY ITEMS REQUIRED TO COMPLY WITH ALL LAWS, RULES AND NEEDS OF ALL PERSONNEL ASSOCIATED WITH FURNISHED PRODUCTS. PURCHASER AGREES TO INDEMNIFY USA-FORM, INC. AGAINST ANY AND ALL LOSS, DAMAGE AND EXPENSE, WHETHER GROUNDLESS OR OTHERWISE, TO WHICH USA-FORM MAY BE MADE A PARTY ON ACCOUNT OF PERSONAL INJURY OR DAMAGE TO PROPERTY OCCASIONED BY NEGLIGENCE ON THE PART OF THE LESSEE OR BUYER AND THEIR PERSONNEL OR SUB-CONTRACTORS.
- 8. **DELIVERY:** THIS LEASE AND/OR SALE AGREEMENT IS BASED UPON A SHIPPING DATE <u>SIX WEEKS</u> FROM THE DATE OF THIS AGREEMENT'S ACCEPTANCE IN WRITING BY USA-FROM. FABRICATED FORM MATERIAL FOR THE PROJECT WILL BE AVAILABLE FOR LESSEE'S PICK-UP AT THE USA-FORM'S WEST CHICAGO YARD, UNLESS NOTED OTHERWISE. IN THE EVENT THAT DRAWING APPROVALS ARE REQUIRED, THE TIME FOR APPROVAL WILL BE ADDED TO THE DELIVERY DATE.

9. **LIMITED WARRANTY:** USA-FORM, INC., WARRANTS THAT THE EQUIPMENT FURNISHED WILL BE FREE OF MANUFACTURING DEFECTS AND AGREES TO REPAIR OR REPLACE ANY ITEM SHOWN TO BE DEFECTIVE. USA-FORM, INC., MUST BE NOTIFIED IN WRITING WITHIN THREE (3) DAYS OF RECEIPT OF ALL THE ALLEGED DEFECTIVE MATERIAL. NO OTHER LIABILITY, INCLUDING CONSEQUENTIAL DAMAGES AND FITNESS FOR A PARTICULAR PURPOSE IS ASSUMED BY USA-FORM.

10. RETURNS

- A. ALL LEASED EQUIPMENT OR MATERIALS ARE TO BE RETURNED (FREIGHT PAID BY LESSEE) IN GOOD, CLEAN CONDITION BY THE LESSEE TO USA-FORM, INC., AFTER FINAL USE.
- B. FORMWORK ITEMS, MATERIALS, PARTS AND/OR ACCESSORIES ARE TO BE RETURNED WITH THE FORMWORK PANELS. ANY ITEMS NOT RETURNED, WHEN 85% OR MORE OF THE FORMWORK PANELS AND/OR PRIMARY LEASED FORMWORK MATERIALS HAVE BEEN RETURNED, WILL BE CHARGED A DAILY RENTAL RATE OF .42% OF THE CURRENT LIST PRICE THRU THE DATE OF FINAL RETURN OR THE DATE THAT THE LESSEE PURCHASES THE MATERIAL.
- C. THE LESSEE WILL FURNISH USA-FORM A WRITTEN COUNT OF RETURNED EQUIPMENT OF MATERIALS WITH EACH RETURN SHIPMENT. IN THE EVENT THAT THE WRITTEN COUNT IS NOT INCLUDED WITH THE SHIPMENT, USA-FORM'S EQUIPMENT OR MATERIAL COUNT WILL BE ACCEPTED BY THE LESSEE AS FINAL.
- D. THE LESSEE AGREES THAT ANY <u>UNRETURNED EQUIPMENT</u> OR MATERIALS WILL BE CONSIDERED A PURCHASE BY THE LESSEE AND WILL BE PAID BY THE LESSEE UPON RECEIPT OF AN INVOICE BY USA-FORM.
- E. LOST AND/OR DAMAGED EQUIPMENT WILL BE CHARGED AT THE LIST PRICE CURRENT AT THE TIME OF THE RETURN. WITHIN TEN (10) WORKING DAYS OF USA-FORM'S RECEIPT OF THE RETURNED EQUIPMENT OR MATERIALS, USA-FORM WILL ADVISE THE LESSEE OF ANY CHARGEABLE DAMAGE(S).

 THE LESSEE HAS THE RIGHT TO INSPECT THE DAMAGED EQUIPMENT OR MATERIALS WITHIN FIVE (5) WORKING DAYS OF ADVICE OF DAMAGE, IF ANY. IN THE EVENT THAT THE LESSEE DOES NOT INSPECT ANY DAMAGED EQUIPMENT OR MATERIAL WITHIN THAT TIME, THE LESSEE WAIVES ANY RIGHTS TO INSPECTION AND ACCEPTS USA-FORM'S INVOICE CHARGES, IF ANY; AND WILL PAY THOSE CHARGES UPON RECEIPT OF THE INVOICE. ANY DAMAGED EQUIPMENT OR MATERIALS WILL REMAIN THE PROPERTY OF USA-FORM FOR DISPOSITION, UNLESS AGREED TO OTHERWISE IN WRITING BY USA-FORM, INC.
- F. IN THE EVENT THAT THE LESSEE RETURNS FORMS WITH ATTACHED OR LOOSE FOREIGN MATERIALS SUCH AS EXTRA PLYWOOD, INSULATION AS FOAM OR FOAM BOARD, BATTENS OF ANY TYPE, LINERS OF ANY TYPE, SCREWS, BOLTS OR NAILS AND WOOD OF ANY SIZE; USA-FORM WILL REMOVE AND DISPOSE OF THOSE MATERIALS AT A COST OF \$40.00 PER MAN-HOUR WHICH WILL BE PAID BY THE LESSEE WITHIN THE PAYMENT TERMS OF THIS AGREEMENT. ANY MATERIALS WHICH MAY BE ENVIRONMENTALLY UNSAFE WILL BE HANDLED BY USA-FORM AND CHARGED AT AN ADDITIONAL COST FOR HANDLING AND DISPOSAL AT THE ACTUAL COST PLUS 15% BY USA-FORM.

11. RECOVERY RIGHTS:

- A. ALL LEASED MATERIALS WITHIN THIS AGREEMENT OR SHIPPED AT THE REQUEST OF THE LESSEE WILL REMAIN THE PROPERTY OF USA-FORM, INC. UNLESS AGREED TO OTHERWISE IN WRITING BY USA-FORM.
- B. ALL PURCHASED MATERIALS WITHIN THIS AGREEMENT OR SHIPPED AT THE REQUEST OF THE LESSEE (BUYER) WILL REMAIN THE PROPERTY OF USA-FORM, INC. UNTIL FULLY PAID BY THE LESSEE (BUYER).

- C. USA-FORM AS THE SOLE OWNER OF EITHER LEASED OR UNPAID PURCHASED MATERIALS RESERVES ALL RIGHTS AND ACCESS TO ALL MATERIALS AT ANY PROPERTY OR LOCATION WHERE THEY MAY BE USED OR STORED.
- D. IN THE EVENT THAT THE LESSEE (BUYER) TAKES DELIVERY OF ANY MATERIALS AND DOES NOT COMPLETE THE TERMS AND/OR PAYMENTS OF THIS AGREEMENT USA-FORM MAY AT ANY TIME IT DEEMS NECESSARY TAKE THE EXPRESS LEGAL RIGHT TO ACCESS ANY PROPERTY WHERE MATERIALS ARE LOCATED AND MAY REMOVE THOSE MATERIALS FROM THAT LOCATION; OR REMOVE SAID MATERIALS FROM ANY POSSESSIVE THIRD PARTY WITHOUT CONSENT OR OBJECTION, LEGAL OR OTHERWISE, BY THE LESSEE (BUYER).
- E. ANY RECOVERY COSTS OF ANY TYPE INCLUDING LEGAL, LABOR, EQUIPMENT OR MATERIAL FOR HANDLING AND TRANSPORTING WHICH IS INCURRED BY USA-FORM OR ITS DESIGNATED RECOVERY CONTRACTOR, WILL BE THE RESPONSIBILITY OF THE LESSEE (BUYER) WHO HEREBY WAIVES ALL AND ANY RIGHTS OF POSSESSION OR OWNERSHIP TO THOSE UNPAID MATERIALS.
- F. IN THE EVENT THAT USA-FORM TAKES RECOVERY ACTION, ALL COSTS DUE WITHIN THIS AGREEMENT WILL BECOME IMMEDIATELY DUE AND PAYABLE UPON DEMAND.
- 12. AGREEMENT CANCELLATION:

IN THE EVENT THAT THE TERMS OF THIS AGREEMENT ARE NOT FULFILLED BY THE LESSEE (BUYER) IN ITS ENTIRETY AS DETERMINED BY USA-FORM, USA-FORM RESERVES THE RIGHT AT ANY TIME TO CANCEL THIS AGREEMENT IN ITS ENTIRETY WITH NO OTHER LIABILITY INCLUDING CONSEQUENTIAL DAMAGES, IF ANY, TO THE LESSEE (BUYER). ANY COSTS INCURRED BY USA-FORM, INCLUDING BUT NOT LIMITED TO ENGINEERING, COMPLETE OR INCOMPLETE LABOR, MATERIAL EXPENSES, MINIMUM RENTALS AND ANY LEGAL EXPENSES, WILL BECOME IMMEDIATELY DUE UPON DEMAND AND PAYABLE BY THE LESSEE (BUYER).

SINCERELY, USA-FORM, INC.	
MARK GAMBLE	
ACCEPTED BY:	_DATE:
FOR:	
ACCEPTED BY:	DATE:

Cost Items
Quote Group:

7.6150 Prestressed Conc Tank

Award Status: Incomplete

Reviewed: No

Last Reviewed:

Quote Last Changed: 12/17/2024 2:50:32 PM

(1 of 1)											
)		Quote Description: Awarded Total:	Plug	0.00	Detail		882,767.67	7.6150 Prestressed Conc Tank - DN Tank	s 0.00		
		Quoted Items Total: Special Conditions: Quoted Total:		0.00 0.00 0.00			882,767.67 0.00 882,767.67		1,203,679.00 (176,757.00) 1,026,922.00		
		Last Update: Comparable Total: Seller: Buyer's Special Terms & Conditions: Seller's Special Terms & Conditions:		882,767.67			882,767.67	DN Tanks Outside Tank Coating included (\$13.1k) Safety & Craft Service Credit 4,199 MH x (\$11,757) Watertruck Hydro Test Credit (\$7,000) Craft Sub Credit (\$25,000) Labor ESC Credit (\$13,000)	7/2024 2:50:32 PM 1,026,922.00		
								Equipment ESC Credit (\$5,000) Supervision Credit 27 MWk x \$106/Mh x 4 (\$115,000) Total (\$176,757)	10 Hr/Wk =		
Quote Group Code	Description	Quantity UM	Unit	Total		Unit	Total	Unit	Total	Unit	Total
7.6150 Prestressed Conc 1.3.2.4.3.1 Tank	Temp Utilities (Non-Electrical) - Potable Water - Tank	547.00 MGal	4.79	2,620.13	\bigcirc	4.79	2,620.13	→ FREE-	-FREE-		
7.6150 Prestressed Conc 1.5.1 Tank	KIE TSCD (2 Engineers x 3 Wks) - Tank	120.00 MH	185.00	22,200.00	Š	185.00	22,200.00	∂ -FREE-	-FREE-		- 10
7.6150 Prestressed Conc 2.1.5.3.1	SOG - Joint Prep	99.00 SF	2.19	216.81	Ň	2.19	216.81		-FREE-		41
Tank 7.6150 Prestressed Conc 2.1.5.3.2	SOG - Fab Forms	255.00 SF	7.47	1,905.58	Ø	7.47	1,905.58	∂ -FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.3.3	SOG - Erect & Strip Forms	311.00 SF	18.68	5,810.16	Ø	18.68	5,810.16	∂ -FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.3.4 Tank	SOG - Erect & Strip Bulkheads	99.00 SF	31.14	3,082.56	(A)	31.14	3,082.56	∂ -FREE-	-FREE-		
7.6150 Prestressed Conc 2.1.5.3.5	SOG - Place / Finish / Cure	214.00 CY	35.08	7,507.36	卤	35.08	7,507.36		-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.3.6	SOG - Dry Finish	311.00 SF	1.90	591.56	囟	1.90	591.56	→FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.5.1	Wall - Joint Prep	413.00 SF	2.19	904.47	(Z)	2.19	904.47	→FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.5.2	Wall - Fab Forms	3,377.00 SF	9.34	31,544.86	Ø	9.34	31,544.86	♣ -FREE-	-FREE-		Û
Tank 7.6150 Prestressed Conc 2.1.5.5.3	Wall - Erect & Strip Blockout	21.00 SF	21.80	457.71	囟	21.80	457.71	→FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.5.4	Wall - Erect & Strip Forms	9,614.00 SF	10.59	101,779.25	(Z)	10.59	101,779.25	√ -FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.5.5	Wall - Erect & Strip Bulkheads	151.00 SF	31.14	4,701.68	Ø	31.14	4,701.68	→FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.5.6	Wall - Place / Finish / Cure	209.00 CY	41.68	8,710.53	囟	41.68	8,710.53	∂ -FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.5.7	Wall - Dry Finish	9,636.00 SF	1.90	18,328.84	囟	1.90	18,328.84	₽ -FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.9.1	Install Waterstop - Tank	493.00 LF	8.76	4,318.67	囟	8.76	4,318.67	<i>₽</i> -FREE-	-FREE-		11
Tank 7.6150 Prestressed Conc 2.1.5.9.5	Install Damp Proofing - Sheet - Tank	4,945.00 SF	1.31	6,497.71	囟	1.31	6,497.71	₽ -FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.9.7	Conc Structure Leak/Hydro Test - Tank	1.00 Ea	6,947.54	6,947.54	囟	6,947.54	6,947.54	∂ -FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.10.2	Anchor Bolts - Pre-Placement - Tank	16.00 Ea	65.70	1,051.20	囟	65.70	1,051.20	∂ -FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.10.6	Embedded Item - Pipe Penetration (8"-	2.00 Ea	438.00	876.00	Ø	438.00	876.00	♂ -FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.11	24" Diameter) - Tank Rebar Sub Support - Tank	42.00 Ton	231.83	9,736.99	囟	231.83	9,736.99	∂ -FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.13.3	Ready Mix Concrete 4,500 psi (Class A1) - 8% Waste - Tank	423.00 CY	252.73	106,902.89	Ø	252.73	106,902.89	∂ -FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.13.5	Waterstop - 6"x3/8" Flat Ribbed - Tank	493.00 LF	9.34	4,606.34	Ø	9.34	4,606.34	∂ -FREE-	-FREE-		
Tank 7.6150 Prestressed Conc 2.1.5.13.11 Tank	Felt Sheet - 30#/sy - Tank	4,945.00 SF	0.30	1,491.24	囟	0.30	1,491.24		-FREE-		
			•	Charles 2 67 95	* 1	-1.0		•			

ope Item	Que	ote Group		14						
ank	rai naiiulaiis - Lalik	224.00 LF	410.20	93,070.00	4	410,20	93,070.00	G.	-TINEE-	-I NEC-
ank .6150 Prestressed Conc. 2.1.6.5.3	F&I Handrails - Tank	224.00 LF	418.20	93,676.80	\bar{\bar{\bar{\bar{\bar{\bar{\bar{	418.20	93,676.80		-FREE-	-FREE-
ank .6150 Prestressed Conc. 2.1.5.18	Concrete Man-hour ST&S - Tank	4,199.00 DMH	7.50	31,492.50		7,50	31,492.50		-FREE-	-FREE-
ank '.6150 Prestressed Conc 2.1.5.16.7	Oiler	8.00 Wk	3,003.21	24,025.65	(Z)	3,003.21	24,025.65		-FREE-	-FREE-
ank :6150 Prestressed Conc 2.1.5.16.6	48 - 10,000# Forklift	10.00 Wk	2,896.91	28,969.13	Ø	2,896.91	28,969.13	8	-FREE-	-FREE-
.6150 Prestressed Conc 2.1.5.16.5	42 - 40' Manlift	8.00 Wk	1,886.91	15,095.30	(Z)	1,886.91	15,095.30	0	-FREE-	-FREE-
.6150 Prestressed Conc 2.1.5.16.4	22 - 1-24 kW Generator	10.00 Wk	745.84	7,458.39	(Z)	745.84	7,458.39	0	-FREE-	-FREE-
.6150 Prestressed Conc 2.1.5.16.3	20 - 185 CFM Air Compressor	10.00 Wk	1,041.91	10,419.13	(A)	1,041.91	10,419.13	8	-FREE-	-FREE-
.6150 Prestressed Conc 2.1.5.16.2 ank	15 - 130 Ton Crawler Crane	8.00 Wk	7,756.33	62,050.61	(À)	7,756.33	62,050.61	0	-FREE-	-FREE-
.6150 Prestressed Conc 2.1.5.16.1 ank	02 - 3/4 Ton Pickups	10.00 Wk	1,016.07	10,160.74	Š	1,016.07	10,160.74	8	-FREE-	-FREE-
.6150 Prestressed Conc 2.1.5.15.5 ank	Prestressed Concrete Tank Sub	1.00 PLS	0.01	0.01	Š	0.01	0.01	8	1,026,922.00	1,026,922.00
ank								1.50		
ank .6150 Prestressed Conc 2.1.5.15.3	Rebar F&I Sub - Tank	42.00 Ton	2,368.01	99,456.63	₩.	2,368.01	99,456.63	P	-FREE-	-FREE-
ank .6150 Prestressed Conc 2.1.5.15.1	Concrete Pumping Sub - Tank	423.00 CY	38.35	16,222.05	(Z)	38.35	16,222.05	0	-FREE-	-FREE-
.6150 Prestressed Conc 2.1.5.14.13	Misc. Conc Direct Est ST&S - Tank	423.00 CY	5.00	2,115.00	(A)	5.00	2,115.00	0	-FREE-	-FREE-
.6150 Prestressed Conc 2.1.5.14.9	Concrete Crack Injection (\$4/sf per Apache Water Campus) - Tank	4,640.00 SF	4.00	18,560.00	(Z)	4.00	18,560.00	0	-FREE-	-FREE-
.6150 Prestressed Conc 2.1.5.14.6 ank	Concrete Formwork Rental ST&S - Walls - Tank	9,614.00 SF	11.20	107,676.80	Š	11.20	107,676.80	©	-FREE-	-FREE-
6150 Prestressed Conc 2.1.5.14.4 ank	Concrete Formwork Material ST&S - Walls - Tank	172.00 SF	4.18	719.22	Š	4.18	719.22	17	-FREE-	-FREE-
6150 Prestressed Conc 2.1.5.14.2 ank	Concrete Formwork Material ST&S - SOG - Tank	410.00 SF	4.58	1,879.65	(Z)	4.58	1,879.65		-FREE-	-FREE-

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

Sent proposal: \$1,142,900

Submitted Dec 11, 2024 at 9:55 AM MST

DN Tanks

351 Cypress Lane, El Cajon, CA 92020 US

Valerie Milbourne I Sales & Estimating Administrator I +1 619-270-4525 I valerie.milbourne@dntanks.com

Line Items

Description	Quantity Unit Cost	Total Cost
Engineering and Design including all Technical Submittals		\$119,300
Furnish and install cast-in-place concrete slab-on-grade		\$238,600
Furnish and install concrete core wall		\$427,100
Prestressing wire, shotcrete, leak test, and completion of prestressed tank		\$357,900
Base Bid		\$1,142,900
Alternates		
Furnish and install handrail on top of tank		\$40,500
Furnish and install coatings on outside of tank		\$13,100
Inclusions		
Prestressed Concrete Tank and Foundation		Yes
Piping Penetrations		Yes
Fig. a.		

Scope-Specific Clarifications

Handrail mounted on top of tank

Tank leak testing

PAYMENT:

Bidder shall receive payment according to terms in the Agreement based on a mutually-agreed Schedule of Values.

Installation of piping spools and/or embedded items cast into the slab or walls to be furnished by Contractor.

Subcontractor shall receive inspection and approval from Contractor prior to casting in place.

EXCLUSIONS:

Price shall NOT include access ladders

Bidder specifically excludes all Effluent Structures

Engineering and design per technical specifications

Structural design and elements to fully support the structural steel bridge

Bidder specifically excludes all Air piping or bubbler piping

Bidder specifically excludes all Effluent screens

Permanent Materials: Excludes Sales Tax

Yes

Yes

Yes

Yes

Yes

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

Bidder specifically excludes all Steel bridge Structure

Bidder specifically excludes all Chemical piping, centrate piping, service water piping, and effluent piping

Bidder specifically excludes all Subgrade or lean concrete fill underneath tank

Bidder specifically excludes all Engineered fill outside of prestressed concrete tank

General Acknowledgments

PORPOSAL VALIDITY:

Bidder's proposal is valid for 90 days from the submission date.

Yes

ESCALATION:

Bidder has included all material and labor escalations through completion of scope of work. (If "NO" enter annual escalation rate below)

Yes

What is Bidder's annual material and/or labor escalation rate. (Mark "N/A" if answer above is "YES")

N/A

GENERAL BIDDER ACKNOWLEDGEMENTS:

Bidder is currently licensed to perform work in the State of Arizona in compliance with the Arizona Administrative Code?

Yes

Bidder is aware of site access conditions, including wait times and delays as described in the contract, and has included these costs in their quotation.

Yes

Bidder has read and confirms its proposal complies with the Instructions to Bidders.

Yes

Bidder has read and confirms its proposal complies with the Scope of Work.

Yes

Bidder has read and confirms its proposal complies with the Project's Plans and Specifications provided.

Yes

Bidder has read and confirms its proposal complies with all scope-specific testing, inspections, as required by contract documents and specifications provided.

Yes

Yes

Bidder has read and confirms its proposal complies with the Project's Health and Safety and Environmental Plans.

Yes

If work is awarded to Bidder, Bidder agrees to enter into a mutually agreed upon Contract.

, ---

Bidder agrees to the terms and conditions on the sample Agreement provided for this scope. If answer is no, list exceptions below or include separately attached list of exceptions.

No

If answer was "no" above, List any exceptions to the Agreement.

We reserve the right to negotiate all final terms and conditions of any Agreement prior to the final contract, through direct negotiations upon award.

Bidder's warranty complies with the project requirements.

Yes

Bidder has included all applicable taxes in the proposal price.

Yes

Bidder has included costs for all licenses and fees required to perform the Scope of Work.

Yes

Is Bidder furnishing any permanent materials as a part of the Scope of Work?

Yes

If Bidder is furnishing permanent materials as a part of the Scope of Work, are delivery costs included and compliant with the Freight term of the Instructions to Bidders document?

Yes

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

RFP AMENDMENTS AND REVISIONS:

Bidder acknowledges receipt of all Owner issued amendments (enter highest amendment sequence).

Bidder acknowledges that bid is based on "Scope of Work" revision number (enter document revision number).

1) Amendment 2 not RFP Revision 0 indicated.

Bidder acknowledges that bid is based on "Instructions to Bidders" revision number (enter document revision RFP Revision 0 number).

Lead Time - Drawings, include 2-weeks for drawing approval (After Received Order)	14 weeks	12 weeks	+2	7
Lead Time - 1st Delivery of Equipment/Material to the Project Site (After Received Approved Design)	6 weeks			
Lead Time - Last Delivery of Equipment/Material to the Project Site (After Received Approved Design)	N/A			
For permanent material, where is the material manufactured?	United States			
For permanent material, what are the shipping origins?	TBD			
For permanent material, what are the shipping methods involved (Ship, Rail, Truck, etc.)?	Truck			
For Subcontracts, how many hours per day is Bidder's proposal based on?	8 hours			
For Subcontracts, how many hours per week is Bidder's proposal based on?	40 hours			
For Subcontracts, is Bidder's proposal based on Union or Non-Union labor?	Union			
TE-SPECIFIC REQUIREMENTS (MARK *N/A" IF NOT APPLICABLE):				
Safety Training and Orientation is included in the proposal price.	Yes			
Background checks are included in the proposal price.	E-Verify includ	led		
Employee drug screening costs are included in the proposal price.	Yes			
Bidder has included pricing based on the work hours and calendar restrictions shown in contract documents				Yes
SURANCE AND QUALITY:				
Bidder has read and confirms it can comply with the Project insurance requirements stated in the Project Documents provided.				Yes
Bidder has included all additional costs necessary to comply with the Project insurance requirements.				Yes
If Bidder will incur additional costs to comply with the Project's insurance requirements, Bidder has provided that cost separately in its proposal.				No
Does Bidder have a written Quality Assurance program?				Yes
Does Bidder have a written Safety Program?				Yes
UTHORIZED COMPANY REPRESENTATIVE SUBMITTING THIS BID:				
Company Authorized Representative (Name, Title)	Matt Ford, Ass	sistant Secretary		
By acknowledging "Yes" to this statement, Bidder represents that a duly authorized representative, capable of entering into a legally binding agreement and authorized to submit this bid, is the individual submitting this bid.				Yes

BIDDER CONTACT INFORMATION: Bidder Company Name (Legal Name)

DN Tanks of Arizona, LLC

7101 North Casa Grande Highway, Tucson, AZ 85743, United States of America

Address (Street, City, State, Zip)

351 Cypress Lane, El Cajon, CA 92020

Bidder Contact Name (for questions regarding this proposal)

Sean Sudol

Contact Email

sean.sudol@dntanks.com

Contact Phone

619-820-5327

Bond Information

Is Bidder currently able to Bond or provide an Irrevocable Letter of Credit?

Yes

If unable to provide form of security or providing a form of security is not applicable to the scope of work, please explain.

If Yes, Enter Bond Rate.

0.60

If Yes, Enter Bond Limit.

\$200,000,000

Certifications

Is bidder registered as Small Business Enterprise (SBE)

No

If yes, please provide the certifying agency and relevant certification #, as applicable. (Enter N/A if not applicable)

N/A

Disclaimers and Clarifications

Bid package documents (electronic) including applicable plans and technical specifications are included in this specific bid package under the FILES tab.

Additional Information

Notes

Please find attached the proposal from DN Tanks for the Tres Rios WRF project.

Attachments

DN Tanks Prestressed Tank... (754 KB)



December 11, 2024

Mr. Gabriel Gaytan Kiewit

RE: Tres Rios WRF Sidestream Anitamox Process (3ANMOX) – D110 Type III Storage Tank

Mr. Gaytan,

DN Tanks is pleased to submit our proposal to Kiewit Construction for the turn-key design and construction of the D110 Type III prestressed concrete wastewater storage tank as part of the Tres Rios WRF Sidestream Anitamox project in conjunction with Pima County and Hazen & Sawyer. We have a long history of successful execution on similar projects throughout the Country and are the most experienced prestressed concrete tank contractor in the State of Arizona. We have successfully worked on time-sensitive projects similar to the Tres Rios WRF project and we are excited for the opportunity to support in the execution of this project for your client. DN Tanks is strictly focused on the construction of the most reliable, efficient, and durable concrete storage tanks in the industry, adhering to the AWWA D110 standard.

- Proven Premium Product The D110 Advantage <u>DN Tanks is widely considered the industry leader in the design and construction of prestressed concrete tanks</u>, and has the skills and expertise to guarantee this project will be a success. DN's vast track record of experience is the result of a proven quality tanks designed for long term durability and exposure to the harsh climate conditions of the Southwest. We are happy to provide client references at your request. In addition to the various benefits of working with DN described below, D110 tanks provide the following superior technical advantages that you won't see in other concrete tanks:
 - Full Continuous External Prestressing: The D110 tank is wrapped in multiple layers of high strength steel wire external to the concrete corewall placing the entire wall into compression. This wrapping is continuous around the circumference and full height of the tank.
 - Secondary Assurance of Water Tightness: The D110 Type III tank has an integral embedded steel diaphragm external to the corewall for secondary assurance of water tightness and to support with differential temperature and dryness.
 - Built in Ductility, Anchored Flexible Base: The D110 wall sits on a bearing pad to allow for expansion contraction of the corewall to allow for ductility in operational loading.
 - Seismic Base Restraint Cables: Base restraint cables are standard in D110 tanks spanning from the footing to corewall, leading to "exceptional" performance in seismic events.
 - Enhances Wall and Concrete Quality Control: Horizontal precast wall panel construction at ground level provides superior quality control. All wall concrete is inspected and tested before panels are put in place.
 - No Horizontal Wall Joints: All wall panels will have continuous pours the full vertical height with no cold joints.
- Company Experience Over the last 90 years, DN Tanks has successfully constructed over 3,500 prestressed concrete tanks not only throughout the Country, but around the World. This includes over 2,200 Type III tanks as a full turn-key tank constructor. We are intimately familiar with the processes, protocols, safety requirements, and high expectations of quality that make a project successful.

Arizona Experience – Not only does DN Tanks have a
diverse portfolio of successful installations around the
Country, we also have <u>constructed over 65</u> D110
prestressed concrete tanks locally in the State of Arizona.
Additionally, DN Tanks has worked on several D110
prestressed concrete tank projects with Kiewit around the
Country. We have worked with several clients in Pima
County including the County, Tucson Water, Metro Water,
and Oro Valley to name a few. <u>We know the local market</u>
<u>and construction environment, have experienced crews</u>
<u>available, and are best positioned to deliver this project on
time and within budget.</u>



8.9 MG MBR and 5.1 MG chlorine contact chamber D110 prestressed concrete tanks constructed for Pima County

- Local Presence <u>DN Tanks is the only prestressed concrete</u>
 <u>tank contractor with a permanent local presence in Arizona</u>. In addition to the numerous travelling tank
 builders currently constructing tanks in the State, DN also has a local preconstruction manager based out of
 Phoenix dedicated to ensuring support services are provided from bid day, through the commissioning of
 the storage tank, and long into the future!
- Schedule Because of our extensive experience in Arizona and the Western United States, <u>DN Tanks is uniquely positioned to deliver a successful project in an expedited, realistic, and accurate timeframe</u>. We track and utilize delivery data from hundreds of projects around the West with similar capacities, dimensions, conditions, and constraints to ensure the successful completion of the storage tank within the owner and developer's expectations. We know what it takes to build in Pima County and have the trained and experienced field personnel to ensure timely delivery.

Availability & Mobilization – <u>Our prestressed concrete tank will not require materials with long fabrication</u>
 <u>lead times</u> which allows the DN Tanks construction crews to mobilize shortly after notice to proceed and submittals are approved.



6.0 MG AWWA D110 Type III prestressed concrete tank recently completed for the City of Prescott by DN Tanks. We have built over 65 tanks in Arizonal

- Watertight Construction <u>Our prestressed concrete tanks are built watertight</u>. The quality assurance of the concrete placement horizontally at-grade in casting beds, permanently compressed concrete corewall with embedded steel diaphragm, the high strength prestressing wire, <u>along with the anchored flexible base with continuous waterstop and seismic cables at the wall/floor joint ensure that this tank will be watertight and reliable long into the future.</u>
- Quality & Safety At DN Tanks, our construction employees are trained in both Quality Assurance (QA) and Safety. Our commitment to both QA and Safety results in projects that are built with a goal of no loss time accidents, and tanks that are built right the first time.
- Support At our Western Operations HQ in El Cajon, CA, <u>DN Tanks employs 18 Professional Engineers</u>
 <u>registered in the Southwest including Arizona, 6 EITs, and 4 CAD designers</u> who are available to support
 throughout the design, construction, and inspection activities. Having local engineering resources available
 at any time allows our Engineering staff to complete the tank design and shop drawings quickly and

efficiently. The engineering team assigned to your project will be led by our Engineering Manager who has over 20 years of design and construction experience in the Southwest.

We trust that our team's extensive design and construction experience will lead to an excellent project for all parties. Please contact me should you have any questions or require any clarification regarding our proposal. We look forward to working with you!

Respectfully submitted,

Sean Sudol, PE

Preconstruction Services Manager – Arizona 819 N College, Tempe, AZ 85288

(619) 820-5327

Sean.Sudol@DNTanks.com





CONSTRUCTION CONTRACT PROPOSAL

AWWA D110-13 Type III Tank/Reservoir

Date: December 11, 2024

Reference: Tres Rios WRF Sidestream Anitamox Process (3ANMOX)

Tucson, AZ Pima County

Bid Date: December 11, 2024

To: Gabe Gaytan

Kiewit

gabriel.gaytan@kiewit.com

DN TANKS offers to do the following work, in accordance with the Owner's Drawings and Specifications prepared by Hazen & Sawyer, (hereinafter "Contract Documents"). DN TANKS' contract price is based on the conditions outlined hereunder. In arriving at DN TANKS' cost DN TANKS assumed an uninterrupted operation starting with the day CONTRACTOR requests DN TANKS to mobilize. In preparing this pricing, DN Tanks has utilized the available Contract Documents and design information available.

Contract Documents Include:

- Project Plans prepared by Hazen & Sawyer dated November 2024
- Project Technical Specification prepared by Hazen & Sawyer dated November 2024
- Project Geotechnical Report prepared by Ninvo & Moore dated May 1, 2024

The term "CONTRACTOR" shall refer to Kiewit acting as the Prime Contractor. All work to be performed onsite by the CONTRACTOR shall be executed by Kiewit or a Subcontractor hired by Kiewit under separate contract. All references to CONTRACTOR in section IV (Price and Payment Conditions) and Section V (Acceptance) of this proposal shall solely refer to Kiewit.

I. OUTLINE OF SERVICES FURNISHED BY DN TANKS:

A. <u>Design Calculations and Drawings</u>: Design calculations and drawings for the 0.5 MG precast, prestressed concrete water storage tank by a registered Professional Engineer in the State of Arizona, in accordance with AWWA D110-13, Type III. The tank dimensions are 70-feet inside diameter (ID), 19-feet side water depth (SWD), 21.5-feet wall height, and a finish floor elevation of 2175.50. Drawings, calculations and material data sheets will

be submitted a minimum of eight (8) weeks prior to DN Tank's mobilization to the site.

- B. <u>Labor, Materials, Supervision and Expenses:</u> Labor, materials, supervision, and expenses for casting, installing, and prestressing of the above-referenced **Open-Top** tank footing, floor and walls only, in accordance with AWWA D110-13, Type III and referenced in the Contract Documents in Section 33 16 33 of the Project Specifications and shown on various sheets of the Project Drawings. Provide a **8-inch thick** cast-in-place reinforced concrete structural floor, complete including 6 mil poly vapor barrier. The floor is NOT designed to resist hydrostatic uplift.
- C. <u>Tank Appurtenances</u>: Appurtenances in the tank to be furnished and installed by DN TANKS:
 - 1. Approx. two hundred and twenty (220) lineal feet of aluminum roof handrail located around the top of the wall.
- D. <u>Concrete and Shotcrete Testing:</u> All concrete and shotcrete testing (only) under DN TANKS' scope of work shall be by an independent testing laboratory <u>paid for by CONTRACTOR</u>. NSF compliance and testing is excluded from DN TANKS work.
- E. <u>Exterior Decorative Coating:</u> DN TANKS shall furnish and install a decorative coating system to the above ground exterior wall surfaces (approximately 3 feet of top of wall and wall cap above ground) using two coats of a non-cementitious, high build, 100 percent acrylic resin polymer such as "Tammscoat Smooth" textured protective coating or equal.

The CONTRACTOR shall cover any existing structures as required to protect them from overspray when applying the decorative coating.

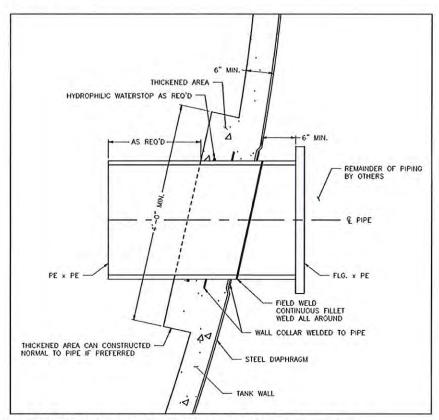
Exterior below grade coatings, if required, shall be furnished and installed by the CONTRACTOR.

F. <u>Crane:</u> DN TANKS shall provide its own support crane for lowering equipment and materials down into the excavation for tank construction. DN TANKS crane shall be allowed to stage on the existing plant road adjacent to the existing open top tank as needed during tank construction. CONTRACTOR shall provide any traffic control measures, flaggers, etc. as needed while DN TANKS crane is staged on the plant road.

G. Tank Piping:

CONTRACTOR shall furnish and install all tank piping in and around tank structure. DN TANKS shall cast in two (2) -24" wall sleeves, furnished by CONTRACTOR into the precast wall panels. DN TANKS shall be

responsible for the field weld shown below at the wall face for the two wall penetrations for the prestressed tank. All other connection of piping shall by CONTRACTOR.



II. WORK TO BE PERFORMED BY THE CONTRACTOR:

- A. <u>Layout and Survey:</u> All layout and survey work required to locate the center of the tank, tank piping locations, elevations, base control lines and grades as required for the tank's construction, and benchmark of elevation, center point and north reference point for the tank construction staking. Also verify and match existing tank dimensions and elevations, as required.
- B. <u>Erosion Control Measures:</u> Installing, maintaining, and removal of the erosion control measures. The CONTRACTOR shall prepare and administer the storm water pollution prevention measures as required by the project specification.
- C. <u>Tank Excavation</u>: Clearing, grubbing, stripping, and excavation (including rock) required to create the reservoir site as shown on the Contract Documents and attached Sketch EX-1 (DN TANKS' tank construction layout and section views). The subgrade shall be scarified, moisture conditioned, processed, tested, and inspected as required by the Contract Documents and Geotechnical Report. DN TANKS shall not be held

responsible for subgrade inspection or handling of unsuitable soils, if encountered.

Additional work is required beyond the tank foundation for a 12-foot wide all-weather level wire winding track around the perimeter of the tank, with a finish grade of approximately 2175.25 (6-inches below the finish floor elevation of 2175.50). The all-weather, level track shall be stable and sloped away from the tank for drainage. Additional work will be required to complete the track after the tank floor is poured and the forms are stripped. Perform the excavation and preparation of the precast areas, crane positions, and work road/area as shown on the attached sketch EX-1. Provide all weather access roads and access ramps to the tank for access by concrete trucks, crane, and other heavy construction equipment.

All work shall comply with all OSHA Safety Requirements and all OSHA Excavation Requirements per 29 CFR 1926. CONTRACTOR shall be responsible for maintaining, protecting, and repairing the integrity of the slopes for the duration of the project. All work shall be in accordance and comply with all Local, State, and Federal Regulations.

- D. <u>Dewatering:</u> If required, a dewatering system shall be furnished, installed, inspected, maintained, and continuously operated by CONTRACTOR for the duration of tank construction to provide a dry and stable working area. The site shall be graded and top of slopes bermed to divert storm water around the tank excavation.
- E. Preparation of Winding Track, Access Ramp, Work Areas and Crane Areas: Furnish, install, compact, grade and maintain (through the duration of tank construction) suitable granular all-weather access for heavy equipment to the job site and adequate working and storage areas for our materials and equipment. It is essential that the roadways, track, and work road/areas shall be stable and passable at all times under all weather conditions. The track, crane positions, ramp, and work road areas shall consist of a minimum 6-inch layer of granular all-weather road base material over geotextile filter fabric Mirafi 500X or equal as shown on the EXdrawings. Additional grading will be required to complete the winding track after the tank floor is poured and the forms are stripped. All work shall be in accordance and comply with all Local, State, and Federal regulations. The precasting areas shall only have the native soil rolled to a hard level surface.
- F. <u>Tank Piping:</u> CONTRACTOR shall furnish and install all tank piping in and around tank structure except as noted in Section I.F.
- G. Compacted Structural Fill: Furnish, install, and compact all approved imported structural in accordance with the Geotechnical Report and the

Contract Documents from the approved subgrade to the underside of the granular leveling base material as required.

H. Crushed Stone Leveling Base material: Furnish, install, compact and fine grade (0 to $-\frac{1}{2}$ ") all necessary imported leveling base material. This item includes providing a minimum 6-inch layer of leveling base material under the tank floor, footing, thickened wall brace areas and pipe pits beneath the floor (refer to EX drawings). The leveling base material shall consist of a well-graded crushed stone and shall meet the specification indicated below. If crushed stone is used for the leveling base material, compaction performance criteria shall be used to gauge the degree of compaction. Crushed stone shall be placed in layers not exceeding 9 inches and compacted with at least two passes in each direction with vibratory compaction equipment. Compaction shall be inspected, and verification of compaction effort shall be documented by an approved testing laboratory. All work shall be in accordance with the Geotechnical Engineer's requirements. The surface elevation of the leveling base shall be fine graded to a tolerance of plus 0 inches to minus 1/2 inch over the entire foundation area. Fine grading tolerances for floor pipe encasements shall be plus 0 inches to minus 6 inches. The Geotechnical Engineer shall evaluate the tank subgrade prior to the placement of the leveling base material. CONTRACTOR shall coordinate the excavation of the pipe pits with DN TANKS.

The crushed stone material shall consist of clean, hard, durable, crushed particles or fragments of stone or ledge rock of uniform quality reasonably free of thin or elongated pieces. The materials shall be free from ice, snow, rubbish, sods, roots and other deleterious or organic materials and shall conform to the following gradation requirements meeting ASTM C 33 stone size No. 67.

Sieve Size	Percent Passing by Weight				
1 inch	100%				
3/4 inch	90% - 100%				
3/8 inch	20% - 55%				
No. 4	0% - 10%				
No. 8	0% - 5%				

I. <u>Soils Testing / Design Criteria:</u> CONTRACTOR shall provide all soils testing including verification of suitable subgrade conditions by a Geotechnical Engineer. CONTRACTOR shall provide all correspondence relating to soil testing and subgrade inspection beneath the tank confirming that the design criteria stated below has been achieved prior to DN TANKS' mobilization.

This proposal is based on the following minimum foundation design criteria requirements for the Wire-Wound, Prestressed Concrete Tank.

Allowable Bearing Capacity: 3,000 psf
Maximum Total Settlement: 1-inch or less
Maximum Differential Settlement: 1/2-inch or less
PVR: 1-inch or less

 Groundwater is assumed to be below the finish floor elevation. The tank has not been designed to resist hydrostatic uplift.

CONTRACTOR shall be responsible for the excavation of unsuitable soils including additional structural fill, compaction, fine grading, and verification suitable subgrade has been achieved by a Geotechnical Engineer.

- J. Site Access Road, Storage Areas, Traffic Control, and Parking: CONTRACTOR shall provide suitable all-weather access for heavy equipment to the job site and adequate working and storage areas for our materials and equipment. Such roads shall be suitable DN TANKS to drive its material trucks and 53' trailers up and down and positioned to allow access to the tank site. CONTRACTOR shall provide traffic control plans and flagmen if required for DN TANKS' material and equipment deliveries. Adequate parking spaces shall be provided for DN TANKS' construction personnel.
- K. <u>Yard Piping:</u> Furnish and install all required yard piping to the limits shown on the contract drawings. CONTRACTOR shall provide all required piping, fittings, valves, flexible couplings, flexible expansion joints, appurtenances, all related structures, hydrostatic testing, and connections to existing lines. If required, a perimeter underdrain system shall be included as specified in the Contract Documents. This shall include all cathodic protection for all piping.
- L. <u>Backfill and Restoration</u>: CONTRACTOR shall furnish and install all required backfill. There shall not be any heavy equipment allowed next to the tank structure and all backfill within three (3) feet of the tank shall be hand-compacted. All backfill within 12-feet horizontally of the tank shall be performed utilizing lightweight equipment (15,600 lbs maximum). CONTRACTOR shall perform any paving, site work, and landscaping around the tank upon completion of DN TANKS' operations. This shall include furnishing and installing the concrete overflow catch basin.
- M. <u>Electrical and Instrumentation Work:</u> CONTRACTOR shall be responsible for all electrical and instrumentation work and will coordinate its electrical and instrumentation conduit and box fastening details, to the tank walls with DN TANKS. A maximum anchor depth of ¾-inch is allowable on the tank.

- N. <u>Shotcrete and Concrete Debris:</u> CONTRACTOR shall be responsible for removing approximately 25 cubic yards of concrete rubble from the on-site panel casting beds and shotcrete rebound. DN TANKS shall be responsible for cleanup and trash removal, to a location on site, resulting from our work.
- O. <u>Stair Tower for Tank Access:</u> CONTRACTOR shall provide personnel stair tower for use by DN TANKS crew for access down to the tank floor inside of the existing open top tank. CONTRACTOR shall leave stair tower in place for entire duration of DN TANKS work. CONTRACTOR shall move stair tower if it impacts DN TANKS prestressing operations at the request of DN TANKS.

III. GENERAL CONDITIONS:

- A. <u>Licenses and Permits:</u> CONTRACTOR shall procure and pay for all building permits, licenses other than contractor's and business, and inspections required by any Local, County, State, and/or Federal authority for any part of the work under this Agreement and shall furnish any bonds or security of deposits required by such authority to permit performance of the work.
- B. <u>Safety and Security Fencing:</u> CONTRACTOR shall furnish any safety fencing that may be required by DN TANKS, OSHA, and/or the Owner, around the excavated site. CONTRACTOR shall be responsible for site security, including security guards. CONTRACTOR shall be responsible for the security and well-being of DN TANKS' equipment, tools, and materials stored at the project site and shall reimburse DN TANKS all direct costs associated with damage or loss of equipment, tools, and materials resulting from vandalism or theft.
- C. <u>Security Clearance Requirements</u>: CONTRACTOR shall provide and administer the security clearance requirements for DN TANKS' personnel and DN TANKS' subcontractor personnel in accordance with project specifications.
- D. <u>Temporary Facilities</u>: DN TANKS shall have the use of any or all of the CONTRACTOR's facilities at no cost (i.e., electricity, water, sanitary facilities, etc.).
- E. <u>Shop Drawings:</u> CONTRACTOR shall furnish DN TANKS copies of shop drawings of any items to be cast in or around the floors, wall-footings, walls, and roof (before proceeding with the installation of such items) for DN TANKS to review and approve in order that DN TANKS may be assured that there will be no interferences with the operation of DN TANKS' machinery or forming.

- F. <u>Tank Testing and Inspection Expenses:</u> CONTRACTOR shall provide test water, fill, and test the tank, including plugging of all openings, if required, pipe sleeves, piping, etc; transporting and/or pumping of water into the tank; disposal of leakage test water, if required, including all incidental costs related to the testing of the tank, if required. DN TANKS will observe the tank's leakage test after the tank is filled, if required. CONTRACTOR shall provide any expenses or damages including the cost of inspection or field assistance by city employees, agencies, or inspectors arising from overtime operations.
- G. <u>Construction Water:</u> Potable construction water shall be provided by the CONTRACTOR at no cost to DN TANKS. CONTRACTOR shall maintain a minimum of 6-inches of water covering the concrete floor until the tank is put into service.

During the tank construction, CONTRACTOR shall provide within 25' of the tank (at no charge to DN TANKS) potable water for the tank construction and curing or, alternatively, keep DN TANKS' on-site water reservoir filled at all times. Within 3 days after completion of DN TANKS' construction operations, CONTRACTOR shall furnish (at no charge to DN TANKS), sufficient water to fill and test the 0.5MG reservoir. CONTRACTOR shall be responsible for filling the tank with water. Water shall be furnished under sufficient volume and pressure to fill the tank in a one week time period. If the water (i.e. chlorinated or non-chlorinated) needs to be dechlorinated and disposed of, such costs shall be paid by the CONTRACTOR. Any and all expenses, including any Owner's assessed liquidated damages, incurred by DN TANKS or CONTRACTOR resulting from more than one week's time to fill the tank shall be paid for by CONTRACTOR. Temporary piping and backflow preventer shall be provided, installed, and removed by CONTRACTOR if necessary to fill the tank.

- H. <u>Disinfection</u>: DN TANKS shall at the completion of its scope, deliver the tank interior in "broom clean" condition, free of all construction debris. If required, CONTRACTOR shall perform reservoir disinfection concurrent with ancillary piping. In addition, CONTRACTOR shall provide, install, and remove plugs for all pipe spools and pipes, if necessary, to allow the tank to be filled. If required, CONTRACTOR shall be responsible for bacteriological testing upon completion of tank disinfection.
- I. <u>Tank Schedule:</u> CONTRACTOR agrees to provide the completed site work (tank floor base, track, and work road/area complete). DN TANKS anticipates a Notice to Proceed being issued on or about January 8, 2025. Our price is contingent upon DN TANKS being able to commence work no earlier than March 1, 2025 and no later than August 1, 2025. It is anticipated that the construction of the 0.50 MG tank shall be accomplished in approximately 12 weeks based on a 5-day work week. This schedule is contingent on the casting areas and floor base being 100% prepared at the

time of DN TANKS' mobilization. DN TANKS' schedule does not make any allowances for delays due to services CONTRACTOR has not provided, bad weather, and/or other unforeseeable conditions.

- J. <u>Supervision</u>: If required by the Contract Documents, DN TANKS will provide supervision of the exposed subgrade, placement of structural fill, and installation of all tank underslab piping for an <u>Additive</u> cost of \$4,500 per week. CONTRACTOR shall determine the number of weeks required for DN TANKS supervision based on the CONTRACTOR's duration to perform this work and include this cost in the CONTRACTOR's bid.
- K. Wire Winding Process and Shotcrete Protection: During the wire winding process the area near the tank shall not be occupied by construction personnel. During the shotcrete process the CONTRACTOR shall protect his work that may be subject to over spray damage.
- L. Standby Time, Delays, Construction Time and Continuous Operation: No other construction activities can be accomplished in the tank area without the approval of DN TANKS. DN TANKS realizes that some construction for other work at the tank area will be in progress, but our proposal requires that no work shall be accomplished in the tank area without DN TANKS' approval.

In the event that CONTRACTOR has not completed the services it is to provide under this Agreement by the date that DN TANKS has been requested to start work by CONTRACTOR or if the tank is filled in more than one week's time, resulting in standby time for DN TANKS' personnel, the cost for such standby time will be charged for each day that DN TANKS' key personnel are required to wait. It is further agreed that DN TANKS shall be permitted to execute its work without delay or interruptions. If delayed, DN TANKS reserves the right to seek reimbursement or compensation from the party causing the delay. DN TANKS will assist Contractor in formulating a construction schedule.

- M. <u>Liquidated Damages:</u> DN TANKS will not be liable for penalties or liquidated damages as a result of others' work and/or time delays.
- N. <u>M/D/WBE Participation:</u> DN TANKS is a specialty design-build company with singular responsibility of the design and construction of the tank and cannot offer any M/D/WBE participation, if required by the Contract Documents.
- O. <u>Value Engineering:</u> If any value engineering between CONTRACTOR and the Owner is to take place DN TANKS will be fully compensated and receive the full value engineering payment made to CONTRACTOR from the Owner for DN TANKS' portion of the work. This would include those portions outlined in this proposal (concrete floors, wall footings, walls, columns, roof,

- seismic cables, prestressing, and shotcrete). Any other credits derived from the value engineering will go to the CONTRACTOR.
- P. <u>Insurance</u>: DN TANKS will supply insurance certificates for the amounts and coverage as shown on the Sample Certificate of Insurance in the Contract Documents, <u>excluding</u> Builder's Risk Insurance and Owner's and Contractor's Protective Insurance. If CONTRACTOR includes DN TANKS as an additional insured on the CONTRACTOR's insurance policy, all applicable deductibles shall be paid for by the CONTRACTOR. DN TANKS shall be named as additional named insured on the CONTRACTOR's "Builder's Risk" insurance policy to the Owner, a waiver of subrogation will be provided in favor of DN TANKS, coverage will be primary and noncontributory, and all applicable deductibles shall be paid for by CONTRACTOR, unless DN TANKS is reimbursed for acquiring its own policy.
- Q. <u>Indemnification</u>: CONTRACTOR agrees to indemnify and hold harmless DN TANKS against all claims, damages, bodily injury, and property damage arising out of the CONTRACTOR's work and caused by any act or omission of his agents and/or his employees and/or other contractors and/or subcontractors. DN TANKS will only agree to a Type III indemnity clause.
- R. <u>Disputes:</u> In the event that a dispute has to be settled by the Courts or through Arbitration, the losing party shall pay all attorney, court and arbitration expenses incurred by the prevailing party, within 10 calendar days from each date of settlement, or within 10 calendar days from date of each invoice. Payments shall not be withheld should the verdict be appealed.
- S. <u>Guarantee:</u> DN TANKS will guarantee the tanks(s) as required by the Contract Documents.
- T. <u>Equal Opportunity Employer:</u> DN TANKS is bidding this project as an equal opportunity contractor.
- U. <u>Complete Agreement:</u> This document contains all covenants, stipulations, and provisions agreed to by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- V. Onsite Safety Manager and Quality Control Manager: DN TANKS onsite Superintendent shall act as DN TANKS onsite Safety Manager and onsite Quality Control Manager. In the event either of these roles is required to be performed by a dedicated person, DN TANKS pricing is subject to change.

IV. PRICE AND PAYMENT CONDITIONS FOR MATERIALS FURNISHED AND WORK PERFORMED:

- A. <u>Progress Payments</u>: Progress payments shall be made monthly and in accordance with DN TANKS' Progress Payment Schedule and reach DN TANKS by the tenth (10th) of the month for materials furnished and/or work completed in the previous month. CONTRACTOR shall withhold no greater than 5% retention and, if less, will not withhold retention any greater than the percentage withheld by the Owner on DN TANKS' portion of the work. Alternately, CONTRACTOR shall assist DN TANKS in establishing a "substitute security" account with the Owner as substitution for retention.
- B. <u>Final Payment:</u> Final payment in full shall reach DN TANKS within thirty-five (35) days from the date that DN TANKS has physically completed its work under this Agreement. CONTRACTOR shall obtain the Owner's representative verbal or written approval of DN TANKS' work before DN TANKS leaves the site, in order to satisfy and insure itself that the work has been done to everyone's satisfaction. No final payment shall be delayed because of delays in water testing. Payment in full shall not relieve DN TANKS from correcting faulty materials and workmanship within the specified Guarantee Period, as listed in Section III above.
- C. <u>Payment:</u> All payments made by CONTRACTOR pursuant to this contract shall be made to DN TANKS at 11 Teal Road, Wakefield, MA 01880 and to no other party, Contractor, or supply house, unless specifically directed by DN TANKS in writing. All such payments shall be received by DN TANKS by the tenth (10th) day of the month immediately following the work period for which billing was made.
- D. <u>Interest:</u> Overdue payments shall bear interest of 0.05% per calendar day (18.25% per annum) on all overdue amounts, in dispute or otherwise, until paid.
- E. <u>Back Charges:</u> There shall be no back charge of any sort by either party unless and until an authorized representative of each party has agreed to in writing the reason for and the extent of such back charge prior to such services being rendered by or for one of the parties under this Agreement.
- F. <u>Performance/Payment Bonds:</u> The performance and payment bond is <u>not</u> included. If CONTRACTOR desires DN TANKS to furnish a performance/payment bond the charge for such bonds shall be paid by CONTRACTOR at the rate of 0.60% of DN TANKS' subcontract amount.

- G. <u>Sales Tax:</u> Sales tax for <u>Permanent Materials is Excluded</u>. Sales tax for consumable materials is included in our price.
- H. <u>Changes in Scope:</u> Any additions, deletions, or changes to this proposal will subject our proposal price to change.
- V. **ACCEPTANCE:** Since it is imperative to DN TANKS that it is able to place its material orders (such as for prestressing material) before price escalations occur, this proposal is hereby offered for acceptance for a period of up to sixty (60) days. DN TANKS reserves the right, after this period, to amend its bid and to reflect any changing construction schedules and material and labor rate changes. The return to DN TANKS of an accepted, endorsed copy of this proposal, within the above referenced time period will constitute a contract between DN TANKS and CONTRACTOR. DN TANKS reserves the right to void this proposal and any contract with the CONTRACTOR if CONTRACTOR or any related party fails to make any payments as required by law on another contract with DN TANKS. This Proposal shall be made a part of any subcontract agreement or purchase order. In the event of a dispute or discrepancy between this proposal and CONTRACTOR's subcontract agreement/purchase order, this proposal shall govern. DN TANKS reserves the right to negotiate or reject any or all terms of any subcontract agreement or purchase order utilized by the CONTRACTOR.

Sincerely,

DN TANKS

Matthew Ford

Matthew Ford, P.E. Estimating Manager

Direct: (619) 936-2648 | Email: matt.ford@dntanks.com

Attachments:

Drawing EX-1

