



CITY OF ATLANTA

Kasim Reed
Mayor

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM, CPPC
Chief Procurement Officer
asmith@atlantaga.gov

June 15, 2016

Dear Potential Bidders:

**Re: FC-8556, CSO Various Projects, Group 1, Bid Package No. 1, Clear Creek
Chemical System Improvements and System Wide Flow Monitoring**

Attached is one (1) copy of **Addendum Number 7**, which is hereby made a part of the above-referenced project.

For additional information, please contact LaVern F. Tate, Esq., Contracting Officer, at (404) 865-8996 or by email at lftate@atlantaga.gov.

Sincerely,

Adam L. Smith

ALS/lft



**FC-8556, CSO Various Projects, Group 1, Bid
Package No. 1, Clear Creek Chemical
System Improvements and System Wide
Flow Monitoring**

Addendum No. 7

June 15, 2016

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ADDENDUM NO. 7

This Addendum No. 7 forms a part of the Invitation to Bid and modifies the original solicitation package and any prior Addenda as noted below and is issued to incorporate the following:

1. **Responses to Questions:** Attachment 1 (Total of 33 questions)
2. **OVIVO proposal Q061016, Custer Ave.- (1) Drum Screen Rebuild :**
Attachment 2
3. **Revised Data Sheet:** Replace Data Sheet 17211-86 with Attachment 3, Data Sheet 17211-86, Sheets 1 and 2 , Revision 1.

The Bid due date HAS been modified and Bids are due on Wednesday, June 22, 2016 and should be time stamped in no later than 2:00 P.M. EDT and delivered to the address listed below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM, CPPC
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S. W.
City Hall South, Suite 1900
Atlanta, Georgia 30303

****All other pertinent information is to remain unchanged****

**FC-8556, CSO Various Projects, Group 1, Bid
Package No. 1, Clear Creek Chemical
System Improvements and System Wide
Flow Monitoring**

Addendum No. 7

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Acknowledgment of Addendum No. 7

Bidders must sign below and return this form with Bid response to the Department of Procurement.

Bidders must sign below and return this form with the Bid to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgment of receipt of this Addendum.

This is to acknowledge receipt of Addendum No. 7 for **FC-8556, CSO Various Projects, Group 1, Bid Package No. 1, Clear Creek Chemical System Improvements and System Wide Flow Monitoring** on this the _____ day of _____, 20__.

Legal Company Name of Bidder

Signature of Authorized Representative

Printed Name

Title

Date

ATTACHMENT 1

Attachment 1

1. Question

At the site visit we went to the off-site dosing vault shown on contract drawing M-8.1. It was pointed out that these are the “Collins” Thermoplastic Globe-style control valves specified in section 15100-7, M of the contract specifications. The detail shown on M-8.1 indicates a gate valve per the piping/valve symbols shown on M-1. Please confirm that the valves shown on M-8.1 are in fact motorized “Collins” globe valves.

Answer

Yes.

2. Question

Please note: Specification section 16515 (Adjustable Frequency, Controlled Speed, Drive Systems) paragraph 1.5 C. (Page 4) requires the AFD to be UL508 listed. The ASDs are in a non-classified space; however the pumps these will operate are in a Class I, Division I Group D classified space. There is limited interface between the ASD and their associated pumps and motors, but this includes not just the power to the motor, but the motor thermal protection (Normally Closed Thermostats or NCTs) and in the case of the two peristaltic hose pumps (P-10 and P-13) the hose failure switch. Based on my review, the electrical connections between the ASDs and the associated motor NCTs and pump hose failure switches would have to be provided with the proper intrinsically safe isolation relays rated for the Class I Division I Group D space classification that the pumps/motors are installed in. This is interpreted by me to require the ASDs to be provided with both UL508 and UL698A listings. Please clarify the requirements for these ASDs.

Answer

The pump motors, local instrumentation and sensors must be intrinsically safe and rated for Class 1 Div 1 locations. The AFD's are located in a remote electrical room (a non-classified area) therefore do not have to be rated for Class 1 Div 1 locations. However, UL listed Class 1 div 1 explosion proof conduit seals, meeting NEC 501.15 (A)(4), need to be installed at the conduit coming from the pull boxes passing through the wall to the outside of the chemical storage room, on their way to the classified motors area. Refer to Specification Section 01600 Part 1.1 and Section 1600 Parts 1.4(A) and 2.1(C) mentioning the classified locations and code compliance requirements.

3. Questions

3a) Reference Drawing E-11.1 – Clear Creek. What is the approximate depth of the new MH at the diversion structure?

3a)Answer

The top of the diversion structure slab is at elevation 854.07. The approximate grade in this area ranges from 859 to 861. We do not have survey data for this area.

3b) Also, this manhole only calls out “see civil details and city standard details.” Please provide specific details for bidders.

3b)Answer

Refer to Specifications Attachment A and Drawing C-6 (Addendum 3).

3c) What size/diameter is the MH? Is a core required for the flow meter?

3c)Answer

Refer to drawings.

3d) Is a core required for the flow meter?

3d) Answer

Refer to drawings.

3e) What does the MH bare on?

3e) Answer

Refer to drawings.

3f) Can equipment access this area? Is this area paved or landscaped?

3f)Answer

Area is landscaped. Paved foot/light vehicle paths are nearby. Equipment access must be coordinated with Piedmont Park Conservancy.

3g) Please also address these questions for the alternate manhole in the dry weather flow chamber on same sheet.

3g) Answer

Area is paved. Proposed manhole location is within 10th Street. Equipment access must be coordinated with City of Atlanta Office of Public Works.

4. Question(s)

4a) Reference Drawing E-16.1 – Boulevard. Note 2 calls out to install new flow meters 5010A/B provided by Owner in new 36” manholes as shown. Please provide specific details for these manholes.

4a) Answer

Manholes should be 6-ft diameter per Shallow Manhole Detail on Drawing C-6.

4b) Is 36” MH diameter correct? How deep are these MH’s?

4b) Answer

Manholes should be 6-ft diameter per Shallow Manhole Detail on Drawing C-6. MH depth at this location is approximately 4 to 5-ft, to be field verified.

4c) Is a core required for the flow meter?

4c) Answer

Yes.

4d) What does the MH bare on?

4d) Answer

On existing culverts.

4e) Can equipment access this area? Is this area paved or landscaped?

4e) Answer

Yes. Area is grassed.

5. **Question**

In Addendum #3 it was noted Contractor is responsible for emptying FRP tanks, piping and pumps, including flushing systems prior to beginning work. Does the Owner has a location these chemicals and flushing water can be disposed of on-site? Or should bidders plan to haul to 3rd party chemical disposal facility?

Answer

Contractor should plan to have any residual chemicals/rinse waters disposed of off-site at an appropriate facility.

6. **Question**

At the Clear Creek Chemical roof three double T's are to be removed. The drawings do not show a concrete topping on the double T's. Unless addressed otherwise by addendum, bidders will assume no topping exists per the drawings. Please confirm.

Answer

Refer to Drawing A-2 for the existing condition.

7. **Question**

Reference M-8.1. Note 1 directs Contractors to seal existing leaks in floor, ceiling and walls. Please either provide LF of leaks to be sealed in the base bid or note this work will be paid for by the unforeseen allowance as bidders cannot accurately estimate this unknown quantity of work.

Answer

The vault contains 200 LF of leaks to be sealed. This should be included in the base bid

8. **Question**

Please advise if there is any geotechnical information for the sites that require excavations; North Avenue, Tanyard Avenue, Boulevard, Clear Creek and Custer.

Answer

No.

9. **Question (s)**

Reference Addendum #6, Question #3. Please clarify the following regarding tree removal/replacement:

9a) Please confirm whether or not any of the work that requires tree removal is emergency or consent decree work.

9a) Answer

The tree removal is not emergency or consent decree work.

9b) Please confirm all tree removal will take place on public property.

9b) Answer

Yes.

9c) We have previously been advised by COA Parks and Rec that per the City Tree Ordinance, for trees that are on public property and not associated with a consent decree project, the paying of a recompense fee is not a viable alternative. Rather the Ordinance requires inch-for-inch replacement with 2.5" caliper trees. Based on this interpretation please confirm that either the recompense fee and/or the cost of tree replacement will be paid via allowance item 2.6.

9c) Answer

Yes

10. Question

Reference Drawing M-11 note 1. Please confirm Clear Creek Chemical Room Fire Protection system will operate as required by code once removed as shown on the demo plan. Contractor will remove and cap as shown on the drawings, but is not including a temporary sprinkler system to cover this area unless noted otherwise by addendum.

Answer

There is no requirement to maintain the sprinkler system during construction. It should be reconnected as soon as practicable after the roof structure has been replaced.

11. Question

On Drawing S-2, Note 3 calls "containment area floor and walls" pump platform and pump pads to be prepped and coated with NaOCL Resistant Coating (schedule 132). How far up the walls does this coating go? We have assumed it to go the full height of the wall throughout the chemical area. Please clarify.

Answer

The chemical resistant coating system should be applied to the Top of Platform elevation of 850.50. Refer to the Structural drawings provided in Addendum 3. These drawings indicate that the distance from the containment floor to the Top of the Platform varies from 3.0 to 3.5 feet.

12. Question

Reference Finish Schedule (09900-10). The finish schedule appears to be a boiler plate finish schedule covering all potential painting surfaces. We note only call outs for the following coatings on the drawings:

- o Chemical Coatings System 132 as noted
- o Pipe Supports as noted
- o Coatings at Dosing Vault as noted

Please confirm only coatings noted on the drawings are required (e.g. no note on drawings for exposed concrete ceiling system 131 = no concrete ceiling coatings required)

Answer

Please refer to Section 09900, Part 3.7 Painting Schedule.

13. Question

Reference Specification 01200-1.20-C. Contractor requests a full copy of the final Ovivo proposal provided to the City to know and understand Ovivo's scope, schedule and any unique terms and conditions.

Answer

This information is provided in Attachment 2.

14. Question

In reference to specs section 17211-86 & -87, ISA Data Sheets – Flow Meter – Magnetic Flow Tube: Please note that the spec calls for 316SS Grounding Rings. Based on specified process fluid – Sodium Hypochlorite, Mag Flow Meter Manufacturer recommendation is to use “Tantalum” electrodes and “Tantalum” grounding rings on Sodium Hypochlorite applications.

Please clarify / comment on specified specs for Grounding Rings.

Answer

As per the Materials Compatibility Chart on 17211-98, Teflon electrodes and lining shall be provided for Sodium Hypochlorite. For this application, Tantalum grounding rings shall be provided for the Mag Flow Meter. Data sheet 17211-86 (Sheets 1 and 2) will be modified through addendum.

15. Question

In reference to specs section 17211-87, ISA Data Sheets – Flow Meter – Magnetic Flow Tube: Tag No. CC_DE/FIT-109, size 4” Mag Flow Meter specified to be Submergence rated with Transmitter mounting Integral. Any Submergence Mag Flow Meter can not have an Integrally mounted Signal Converter / Transmitter.

Please clarify / comment on specified specs for Submergence rating and Integral mount Transmitter.

Answer

Magnetic Flow Meter Instrument Tag No. CC_FE/FIT-109, size 4” does not need to be submersible. The data sheet 17211-86 (Sheet 2) will be modified through addendum.

16. Question

In reference to specs section 17275-11, paragraph 2.8.J.1 – “Product and Manufacturer: Provide one licensed software package of RSLogix 5000 full Edition with RSLinx Professional, latest version, by Rockwell Automation.”

Above specified PLC software RSLogix 5000 full Edition is for Allen-Bradley: Control Logix family of PLC and on current bid scope have Allen-Bradley: SLC 500 family of PLC which will work with RSLogix 500 PLC software.

Please clarify / comment / correct specified part number for PLC software

Answer

RSLogix 5000 software will be used to program the new ControlLogix PLC being provided for Custer Avenue CP-4 which is specified in section 17275-6, paragraph 2.7. Existing PLCs that require modifications such as CP-1 at Custer and CP-2 at Boulevard shall already have the required software which is needed to implement changes. Hence, there is no need to provide a new license for RSLogix 500. The new PLCs was not specified to be SLC-500 since this PLC series is reaching the end-of-life in most of its part numbers and will soon be out of support or obsolete.

17. Question(s)

18a) In reference to specs section 17275-10, paragraph 2.7.H – “PLC Spare Parts”

On current bid scope for various sites, Clear Creek CSO, Tanyard Creek CSO and North Avenue CSO facilities have Siemens, SIMATIC 505 Series PLC and Cutler-Hammer PanelMate Power Pro HMI while Boulevard Avenue CSO and Custer Avenue CSO have Allen Bradley, SLC 500 Series PLC and Allen-Bradley PanelView 1400 HMI. Please clarify / comment on PLC Spare Parts to be provided only for the new PLC hardware to be furnished on this bid and not for existing hardware already in place.

18a) Answer

Provide spare parts only for the new PLC hardware for Custer Avenue CP-4 to be furnished under this bid.

18b) Also, above specified PLC Spare Parts to be provided for both Siemens, SIMATIC 505 Series PLC and Allen Bradley, SLC 500 Series PLC ? Please clarify / comment for PLC Spare Parts requirements.

18b) Answer

Provide spare parts only for the new PLC hardware for Custer Avenue CP-4 to be furnished under this bid.

18. Question

In reference to Division 17 – Instrumentation and Controls, “Under current bid for existing PLC, HMI and control panel component scope for various sites, any hardware such as PLC I/O module, HMI and other control component which is not in working condition to be replaced/repared by City of Atlanta and not under System Integrator’s scope”. Please confirm / comment on this statement.

Answer

This statement is correct. Any existing PLC, HMI and control panel component that is not working properly shall be replaced or repaired by City of Atlanta.

19. Question

Reference Drum Screen Allowance Item 2.4. 01200-1.6 notes Contractors costs associated with allowance work shall be determined as prescribed in GC-41.2.4, Force Account Work. Typically Force Account Work is for incidental extra work that may arise during a project. However, for this contract, should the City elect to proceed with the allowance work, Contractor would be required to subcontract with OVIVO for approximately \$1,000,000 and be limited to a \$5,000 fee (0.5%) on OVIVO’s work (GC-

41.2.4.7), which is not equitable. Request removing the language “but not to exceed \$5,000” from 41.2.4.7.

Answer

If Proponent wishes to take exception to any provisions in the Agreement, such should be included in the submittal.

ATTACHMENT 2



PREPARED FOR

**City of Atlanta
Bureau of Operations
Atlanta G.A**

**Attn: Uche Chioke P. G.
Project Manager
City of Atlanta DWM/OES/DCPM
72 Marietta Street NW
Atlanta,GA 30303**

AREA REPRESENTATIVE

**Eshelman Co.
141 Village Parkway
Building 5A, Suite C
Steve Osburne.
Tel: 770-933-0013
E-mail: steve@eshelco.com**

PROJECT

Custer Ave. – (1) Drum Screen rebuild – Original Project No. J05-285

PREPARED BY

**Ovivo USA, LLC
4246 Riverboat Road. – Suite 300
Salt Lake City, Utah 84123
Aby Varghese
aby.varghese@ovivowater.com**

PROPOSAL

OVIVO
Bringing water to life



EIMCO Water Technologies, LLC (EWT) is pleased to announce, effective September 13, 2010, it has changed its name.

The new name is: Ovivo USA, LLC.

www.ovivowater.com

PROPOSAL

Ovivo USA, LLC
4246 Riverboat Road. • Suite 300 • Salt Lake City, Utah 84123-2583 USA
Tel: (801) 931-3000 • Fax: (801) 931-3080
www.ovivowater.com

DRUM SCREEN REBUILD

Ovivo USA, LLC. (formerly EIMCO Water Technologies – EWT) proposes to provide parts and labor to rebuild One (1) existing Brackett-Green 28’- 0”dia x 18’-0” wide Drum Screen, original serial number J05-285. This work will be performed at the Custer Avenue facility.

This proposal is based on the condition of the unit as described in the report submitted by OVIVO U.S.A. to ARCADIS U.S. Inc. dated September 24th 2014.

PLEASE NOTE: This document supersedes all previous proposals regarding rebuilding this unit.

ITEMS INCLUDED:

- Site visit for review and design of two (2) new bearing pedestal supports.
- Fabrication and delivery of two (2) new bearing pedestal support stands.
- Fabrication of one (1) new Jacking Beam D-J05-285-202. (see Note 1.)
- Mobilize tools and equipment to jobsite.
- Temporarily remove upper catwalk and spray header assembly.
- Remove pinion support stand and grout.
- Remove all screen panels.

PRIORITIZED PLAN OF COMPLETE DRUM STRUCTURE:

- Install new screen panels and clamp strips using NY-LOC nuts.
- Install main drum screen end seal assemblies.
- Reset and grout pinion base assembly with a new design.
- Fit new pinion and hub assembly.
- Adjust pinion to outer ring gear.
- Install and prime new bearings grease lines.
- Reinstall upper catwalk.
- Run and checkout drum screen components.
- Demobilize job site.

ITEMS NOT INCLUDED (But not limited to the following):

Any items not specifically included above, such as:

- Draining and cleaning of the inlet and outlet channels.
- Isolation of influent flow to the screen.
- Civil work.

PROPOSAL

- Electrical installation or alteration to the existing supply.
 - Disposal of old equipment.
 - Finish or touch up painting.
 - No additional repairs to existing mechanism.
- Concrete repairs or modifications to accommodate the new pinion base assembly.

NOTES AND CLARIFICATIONS:

NOTES:

1. Ovivo will supply jacking beam for the duration of this project. We assume there is one Jacking beam already present at the site.
2. Improved grease filled main shaft bearings and housings to be incorporated in this rebuild.
3. The influent flow to the screen must be diverted for the whole duration of the rebuild, this is the responsibility of the city and is a condition of this proposal. Ovivo will be operating with two crews each working 12 hour shifts in order to minimize disruption to the facility.
4. Any age related, corrosion, wear or usage related issues, is not the responsibility of Ovivo.
5. Ovivo is not responsible for remedying the condition of the existing screen other than expressed in the "Scope of Supply" or covered by a "Change Order" signed by an authorized city representative.
6. Project delays due to facility operations will be billed at an additional \$700.00 per day. Per field mechanic.

CLARIFICATIONS:

1. Ovivo will supply all labor and supervision to complete the project as outlined in the scope of supply.
2. Ovivo will require a named point of contact with the City for the duration of the project.
Ovivo will nominate a Project Manager (s) as points of contact with the City for the duration of the project. All communication between the City and Ovivo are to be between the nominated contacts.
3. Ovivo will require the use of the existing overhead crane to remove the upper catwalk.

PROPOSAL

4. Ovivo will require unlimited 24hr access to the facility from the start of the project to its completion.
5. Ovivo will provide: Scaffolding, temporary lighting, sump pump, all fasteners and bolt-up hardware required for screen panels, bearings, panel clamps, seals and wipers, pinion and hub assembly.
6. At the time of rebuild, if it is found that structural members require to be replaced, a cost adder will be determined and submitted to the city for approval.

PRICING. For supply of parts, Technical Labor and Engineering to complete the rebuild as described above.....**\$1,097,105.00.**

OVIVO will require access to the Custer Avenue site the channel will need to be drained and isolated for a minimum of 6 hour inspection period in order to provide a clear assessment of the change in scope and price per the provision provided under specification in Section 01200 Measurement and Payment-Page 9, B under 1.20 ITEM NO. 2.4 – OVIVO DRUM SCREEN REBUILD AND REPAIRS AT CUSTER AVENUE.

PROPOSAL

DELIVERY

Ovivo intends to ship all Products as indicated above after receipt of approved purchase order from Purchaser. However, the date of shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PRICING TERMS

All prices quoted are in US Dollars. Prices are good for 90 days. After expiration of the pricing effective period, prices will be subject to review and adjustment. Prices quoted are FOB point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by December 31st 2016.

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of customer action, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by the customer.

In addition, due to fluctuating material costs, the prices quoted in this proposal may be adjusted at the time of delivery. **Only additional unit material costs will be transferred to the purchaser.**

PROPOSAL

PAYMENT TERMS

Twenty Five percent (25%) of the purchase price is to be paid upon receipt of PO, with progress payments due 30 days after date of the respective invoices.

One hundred percent (100%) payment due within thirty (30) days after Purchaser's receipt of invoice. Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

PROPOSAL

PURCHASE ORDER SUBMISSION

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Ovivo USA, LLC
4246 Riverboat Road, Suite 300,
Salt Lake City, Utah 84123

Fax #: 801-931-3080
Tel. #: 801-931-3000

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Contractor not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service

PROPOSAL

preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

PROPOSAL

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale, QFORMEWT 0115-02031 is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

COMMUNICATION WITH OWNER

In order to provide the speed and efficiency necessary to perform all duties and responsibilities described herein, Ovivo shall maintain full and unfettered communication and access to the Owner at all times in conjunction with all matters related to this Proposal and any subsequent Agreements and transactions which are related to this Proposal or the description of goods, services, terms, and conditions herein in any way. Ovivo shall be carbon-copied on all communication sent by Purchaser to the Owner which relates in any way to Ovivo or Ovivo's duties as described in this Proposal and any subsequent Agreements which relate to the contents of this Proposal, including but not limited to project planning meetings between Purchaser and Owner, phone conferences between Purchaser and Owner, and all emails between Purchaser and Owner.

CONFIDENTIALITY

The contents of this proposal are confidential and shall be used by Purchaser and/or Owner only for the purpose of evaluating Ovivo's offer of goods and services in connection with the Project. Purchaser/Owner shall not disclose the contents of this proposal to any third party without the prior written consent of Ovivo.

Attachments:

Ovivo USA, LLC General Terms and Conditions, QFORMEWT 0115-02031 Rev H
Ovivo USA 2014 North American Field Service Rate Schedule

PROPOSAL

1. **ACCEPTANCE.** The proposal of **OVIVO USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.
2. **DELIVERY.** Any statements relating to the date of shipment of the Products (as defined below) represent SELLER'S best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER'S proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER'S acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.
3. **TITLE AND RISK OF LOSS.** SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER'S interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.
4. **PAYMENT TERMS.** SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER.
5. **TAXES.** Unless otherwise specifically provided in SELLER'S quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER'S account.
6. **MECHANICAL WARRANTY.** Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER'S job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER'S negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER'S prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER'S design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.
7. **CONFIDENTIAL INFORMATION.** All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER'S prior written consent.
8. **PAINTING.** The Products shall be painted in accordance with SELLER'S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.
9. **DRAWINGS AND TECHNICAL DOCUMENTATION.** When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in *pdf, jpg or tif* format only.
10. **SET OFF.** This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license

PROPOSAL

Ovivo USA, LLC
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Tel: (801) 931-3000 • Fax: (801) 931-3080
www.ovivowater.com

**NORTH AMERICAN
FIELD SERVICE RATE SHEET**

Effective January 2015 to December 2015 inclusive

Standard (Travel)	Daily Rate (8 hour day)	\$ 1200.00
Hourly Rate (4 hour minimum)		\$ 150.00
Standard (Labor)		\$ 1200.00
Hourly Rate (4 hour minimum)		\$ 150.00
Saturday	Daily Rate (8 hour day)	\$ 1,800.00
Hourly Rate (4 hour minimum)		\$ 225.00
Sundays/Holidays *	Daily Rate (8 hour day)	\$ 2400.00
Hourly Rate (4 hour minimum)		\$ 300.00
Overtime **	Hourly Rate - Standard Day	\$ 225.00
Hourly Rate - Weekends & Holidays		\$ 300.00

** For all hours worked over eight (8) hours per day.

UNLESS OTHERWISE ARRANGED; EXPENSES ARE CHARGED AT ACTUAL COST PLUS 10%

Please Note:

- All of the rates provided are portal to portal. In addition, travel and living expenses will be invoiced at actual cost PLUS 10 % and documentation will be provided for these expenses. ***If a fixed Per Diem rate is required, it will be charged at \$250.00 per day (lodging and meals) with the exception of the east coast where the price will be \$300.00.*** Travel on Saturday, Sunday or Holidays, and after 8 hours per day will be billed at the overtime rate.
- Use of **Ovivo USA** Fleet vehicles for travel will be charged at the rate of \$0.56 per mile.

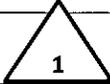
PROPOSAL

ATTACHMENT 3

DATA SHEETS - PRIMARY SENSORS AND FIELD INSTRUMENTS

PRODUCT		Flow Meter - Magnetic Flow Tube		SHEET 1 OF 2
PROJECT		CLEAR CREEK CHEMICAL SYSTEM IMPROVEMENTS AND SYSTEM WIDE FLOW MONITORING		SPEC. NO. 17211-3.03.29 ADDENDUM/C.O. ADD. 7
TAG NO.		CC FE/FIT-5-4-1	CC FE/FIT-5-5-1	CC FE/FIT-5-7-1
Ref. Dwg. No.:	1	I-3	I-3	I-3
PROCESS				
Location:	2	Chemical Room	Chemical Room	Chemical Room
Service:	3	Effluent Disinfection Pump #10	Effluent Disinfection Pump #9	Bypass Disinfection Pump #13
Vessel / Line No.:	4			
Fluid:	5	Sodium Hypochlorite	Sodium Hypochlorite	Sodium Hypochlorite
Temp. Min/Max:	6	32/60 degrees F.	32/60 degrees F.	32/60 degrees F.
Flow Min/Max:	7	0 / 25 GPM	0 / 150 GPM	0 / 25 GPM
PERFORMANCE				
Range:	8	0 - 25 GPM	0 - 150 GPM	0 - 25 GPM
Accuracy:	9	±0.5% of flow rate over 1-31 fps range; ±0.005 fps for flows below 1 fps.	±0.5% of flow rate over 1-31 fps range; ±0.005 fps for flows below 1 fps.	±0.5% of flow rate over 1-31 fps range; ±0.005 fps for flows below 1 fps.
Temperature:	10	0 to 140 degrees F.	0 to 140 degrees F.	0 to 140 degrees F.
Repeatability:	11	±0.2% of range.	±0.2% of range.	±0.2% of range.
Fluid Conductivity:	12	Minimum Limit: 5 µS/cm.	Minimum Limit: 5 µS/cm.	Minimum Limit: 5 µS/cm.
Impedance:	13	Minimum Pre-amp Input: 1012 ohms.	Minimum Pre-amp Input: 1012 ohms.	Minimum Pre-amp Input: 1012 ohms.
Drift:	14	Complete zero stability.	Complete zero stability.	Complete zero stability.
FLOW TUBE				
Type:	15	Lined Metal Flow Tube.	Lined Metal Flow Tube.	Lined Metal Flow Tube.
Element:	16	Conical or Elliptical Shaped Electrode.	Conical or Elliptical Shaped Electrode.	Conical or Elliptical Shaped Electrode.
Electrode/Liner:	17	Tantalum (Electrode)/Teflon (Liner)	Tantalum (Electrode)/Teflon (Liner)	Tantalum (Electrode)/Teflon (Liner)
Line Size:	18	1"	2"	1"
Enclosure/Housing:	19	Die-cast, Low-copper Aluminum Alloy; Epoxy paint finish.	Die-cast, Low-copper Aluminum Alloy; Epoxy paint finish.	Die-cast, Low-copper Aluminum Alloy; Epoxy paint finish.
Mounting:	19	316 S.S. Flange End Connections.	316 S.S. Flange End Connections.	316 S.S. Flange End Connections.
ANSI Class:	20	150 #	150 #	150 #
Additional Features:	21	316 S.S.-Tantalum Grounding Rings/Straps.	316 S.S.-Tantalum Grounding Rings/Straps.	316 S.S.-Tantalum Grounding Rings/Straps.
TRANSMITTER				
Type:	22	Pulsed DC Magnetic Flow Transmitter.	Pulsed DC Magnetic Flow Transmitter.	Pulsed DC Magnetic Flow Transmitter.
Output:	23	4-20 mA DC direct-acting, galvanically isolated; into 0-1000 ohms.	4-20 mA DC direct-acting, galvanically isolated; into 0-1000 ohms.	4-20 mA DC direct-acting, galvanically isolated; into 0-1000 ohms.
Power Supply:	24	120 VAC ±10%, 60 Hz ±3 Hz.	120 VAC ±10%, 60 Hz ±3 Hz.	120 VAC ±10%, 60 Hz ±3 Hz.
Indication / Display:	25	Local LCD; Display Flow in Engineering Units; Provide Totalizer (See Notes, Line 39).	Local LCD; Display Flow in Engineering Units; Provide Totalizer (See Notes, Line 39).	Local LCD; Display Flow in Engineering Units; Provide Totalizer (See Notes, Line 39).
Enclosure/Housing:	26	NEMA 4X; Die-cast, Low-copper Aluminum Alloy	NEMA 4X; Die-cast, Low-copper Aluminum Alloy	NEMA 4X; Die-cast, Low-copper Aluminum Alloy
Mounting:	27	Remote, Wall	Remote, Wall	Remote, Wall
Connections:	28	Electrical Conn.: 3/4 inch NPT.	Electrical Conn.: 3/4 inch NPT.	Electrical Conn.: 3/4 inch NPT.
Commun. Cable:	29	Not Applicable	Not Applicable	Not Applicable
Area Classification:	30	Not Applicable	Not Applicable	Not Applicable
Additional Features:	31	Automatic zeroing.	Automatic zeroing.	Automatic zeroing.
NOTES				
Function:	32	System shall monitor liquid flows, display monitored flow value, and output a signal proportional to monitored flow.		
Installation:	33	Refer to Contract Drawing Installation Details and manufacturer's recommendations for installation.		
Calibration:	34	Provide ISO Factory Calibration Certificate. Provide one calibrator suitable to calibrate all flow tubes provided.		
Accuracy:	35	Accuracy shall be: - Unaffected by changes in fluid velocity, density, pressure, temp. or conductivity (above min. conductivity limits). - Verified by flow test curves. Submit flow test curves for furnished meters with a minimum of 10 equally spaced flow points, using water and a weight or volume tank. A "master meter" used as a reference standard is not acceptable. A test setup shall be submitted and approved prior to testing.		
Span Adjustment:	36	Unit shall have pre-calibrated continuous span adjustment over entire range. Provide direct reading thumbwheel switch or potentiometer for 1-31 ft/sec.		
Signal Conditioning:	37	Adjustable signal conditioning damping circuit with response times of 1-25 seconds minimum.		
Low Flow Cutoff:	38	Automatic low flow cutoff circuitry shall stop pulse output and local totalization when flow drops below 0.5% ±0.2% of calibrated upper range value.		
Totalizer:	39	Totalizer shall be: - 7-digit electromechanical or 8-digit electronic LCD unit, with reset and lithium battery backup. - Driven by high accuracy, field adjustable scaled pulse output (0.1-10 Hz or greater). - Integral with transmitter and visible through viewing window, or externally mounted adjacent to transmitter in a separate NEMA 4X enclosure or conduit with viewing window.		
Spool Piece:	40	Provide a replacement spool piece for each size flow tube where no bypass piping is provided.		
	41			
MANUFACTURE				
Manufacturer:	42	Endress & Hauser	Krohne America, Inc.	ABB

DATA SHEETS - PRIMARY SENSORS AND FIELD INSTRUMENTS

PRODUCT		Flow Meter - Magnetic Flow Tube		SHEET	2	OF	2
PROJECT		CLEAR CREEK CHEMICAL SYSTEM IMPROVEMENTS AND SYSTEM WIDE FLOW MONITORING		SPEC. NO.	17211 - 3.03.29	ADDENDUM/C.O.	ADD. 7
TAG NO.		CC_FE/FIT-5-8-1	CC_FE/FIT-109				
Ref. Dwg. No.:	1	I-3	I-5				
PROCESS							
Location:	2	Chemical Room	Disinfection Vault				
Service:	3	Bypass Disinfection Pump #11 & #12	Sodium Hypochlorite diffuser				
Vessel / Line No.:	4						
Fluid:	5	Sodium Hypochlorite	Sodium Hypochlorite				
Temp. Min/Max:	6	32/60 degrees F.	32/60 degrees F.				
Flow Min/Max:	7	0 / 450 GPM	0 / 300 GPM				
PERFORMANCE							
Range:	8	0 - 450 GPM	0 - 300 GPM				
Accuracy:	9	±0.5% of flow rate over 1-31 fps range; ±0.005 fps for flows below 1 fps.	±0.5% of flow rate over 1-31 fps range; ±0.005 fps for flows below 1 fps.				
Temperature:	10	0 to 140 degrees F.	0 to 140 degrees F.				
Repeatability:	11	±0.2% of range.	±0.2% of range.				
Fluid Conductivity:	12	Minimum Limit: 5 µS/cm.	Minimum Limit: 5 µS/cm.				
Impedance:	13	Minimum Pre-amp Input: 1012 ohms.	Minimum Pre-amp Input: 1012 ohms.				
Drift:	14	Complete zero stability.	Complete zero stability.				
FLOW TUBE							
Type:	15	Lined Metal Flow Tube.	Lined Metal Flow Tube.				
Element:	16	Conical or Elliptical Shaped Electrode.	Conical or Elliptical Shaped Electrode.				
Electrode/Liner:	17	Tantalum (Electrode)/Teflon (Liner)	Tantalum (Electrode)/Teflon (Liner)				
Line Size:	18	3"	4"				
Enclosure/Housing:	19	Die-cast, Low-copper Aluminum Alloy; Epoxy paint finish.	Die-cast, Low-copper Aluminum Alloy; Submersible in 30-foot water for 48-hours; Epoxy paint finish.				
Mounting:	19	316 S.S. Flange End Connections.	316 S.S. Flange End Connections.				
ANSI Class:	20	150 #	150 #				
Additional Features:	21	316 S.S. Tantalum Grounding Rings/Straps.	316 S.S. Tantalum Grounding Rings/Straps.				
TRANSMITTER							
Type:	22	Pulsed DC Magnetic Flow Transmitter.	Pulsed DC Magnetic Flow Transmitter.				
Output:	23	4-20 mA DC direct-acting, galvanically isolated; into 0-1000 ohms.	4-20 mA DC direct-acting, galvanically isolated; into 0-1000 ohms.				
Power Supply:	24	120 VAC ±10%, 60 Hz ±3 Hz.	120 VAC ±10%, 60 Hz ±3 Hz.				
Indication / Display:	25	Local LCD; Display Flow in Engineering Units; Provide Totalizer (See Notes, Line 39).	Local LCD; Display Flow in Engineering Units; Provide Totalizer (See Notes, Line 39).				
Enclosure/Housing:	26	NEMA 4X; Die-cast, Low-copper Aluminum Alloy	NEMA 4X; Die-cast, Low-copper Aluminum Alloy				
Mounting:	27	Remote, Wall	Integral				
Connections:	28	Electrical Conn.: 3/4 inch NPT.	Electrical Conn.: 3/4 inch NPT.				
Commun. Cable:	29	Not Applicable	Not Applicable				
Area Classification:	30	Not Applicable	Not Applicable				
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Spool Piece:	40	Provide a replacement spool piece for each size flow tube where no bypass piping is provided.					
	41						
MANUFACTURE							
Manufacturer:	42	Provide products of one of the following, Or Equal:					
		Endress & Hauser	Krohne America, Inc.			ABB	