CIP NO.: 278-20
PROJECT: Mason Farm WTTP Secondary Clarifier No. 4 Improvements
DATE: March 2, 2023

DOCUMENT 00 91 13

ADDENDA

ADDENDUM NUMBER 1

DATE: March 2, 2023

PROJECT: Mason Farm WWTP Secondary Clarifier No. 4 Improvements

OWASA CIP NUMBER: 278 - 20

OWNER: ORANGE WATER AND SEWER AUTHORITY

ENGINEER: Hazen and Sawyer

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated February 2023, Addendum Number 1 issued March 2, 2023, with amendments and additions noted herein below.

Acknowledge receipt of this Addendum in the space provided in the Bid form. Failure to do so may disqualify the Bidder.

This Addendum consists of 4 pages:

GENERAL ITEMS:

1. Refer to **Attachment 1** for the sign-in sheet from the mandatory pre-bid meeting.
2. Refer to **Attachment 2** for the pre-bid meeting slides and notes.
3. Clarification: A question about Note D-3 on Sheet S1 and Detail 1 on Sheet S102 regarding burning back the anchors and patching with epoxy was made. The existing trough support anchor bolts are SST and may be cut off flush with the concrete surface as indicated in Detail 1 on Sheet S102. Burning back the anchors and patching with epoxy is not required for the SST trough support anchor bolts.
4. Refer to **Attachment 3** for the AUMA proposal for the effluent gate actuator.
5. Refer to **Attachment 4** for the CITI proposal for instrumentation integration.

CHANGES TO THE SPECIFICATIONS:

1. SECTION 00 11 16, PAGE 1
   Insert “NO. 1” after “3. BID ALTERNATE”

2. SECTION 00 11 16, PAGE 1
   Insert the following after the first bid alternate description:
   "4. BID ALTERNATE NO. 2: New in-line magnetic flow meters and plug valves for isolation on the discharges of existing RAS Pump Stations for Clarifier No. 1 and Clarifier No. 5."

3. SECTION 00 11 16, PAGE 2
   Replace "430" with "550" for the required number of days for substantial completion.
   Replace "460" with "580" for the required number of days for final completion.

4. SECTION 00 21 15, PAGE 4, PARAGRAPH 4.03-D
   Insert the following sentence after the last sentence in the paragraph: "For all bidding purposes, it shall be assumed that no building permit is required for this work. After the project is awarded, the Contractor shall be responsible for determining if a building permit is required, and shall provide all measures necessary to obtain it if it is required. The Contractor shall be reimbursed the cost of the permit itself by the Owner if the permit is required. The Contractor's costs for determining if a permit is required shall be included in the lump sum bid and if no permit is required, the Contractor will not receive any additional funds."

5. SECTION 00 21 15, PAGE 12, PARAGRAPH 15.01
   Insert the following sentences after the first sentence: "Bid Proposals shall be submitted at place indicated in the Invitation to Bid prior to the time and date indicated for receipt of Bids. Bid Proposals do not have to be bound in the Project Manual. Each submitted bid package shall include all of the documentation required by the Contract Documents, and all pages of the bid package shall be bound together by a single staple or spiral binding which is not readily removable such as a paper clip or binder clip. The Owner does not wish to receive bid packages with loose pages that could be separated when removed from the sealed envelope."

6. SECTION 00 41 43, PAGE 8, BID FORM ITEM NO. 2 BID PRICE
   Insert "$9,590" in the BID PRICE column for the AUMA Gate Actuator Allowance and remove the footnote "1" in the AUMA Gate Actuator Allowance Description.

7. SECTION 00 41 43, PAGE 8, BID FORM ITEM NO. 3 BID PRICE
   Insert "$120,791" in the BID PRICE column for the CITI Integration Allowance.

8. SECTION 00 41 43, PAGE 8, BID FORM
   After the signatures, insert the following paragraphs:

   "Proposals included as attachments to Section 00 41 43 are provided for information. Bidders are free to negotiate their own terms and conditions with vendors or suppliers. Contractor shall be required to meet the performance requirements of the Contract Documents. Bidder's lump sum bid shall include the full costs of Contract performance regardless of the scope included in any manufacturer proposals.

AUMA GATE ACTUATOR ALLOWANCE
Contractor shall include in their bid on line item number 2 in the Bid Summary the specified allowance to provide the AUMA scope of supply as specified in Section 40 05 58, Section 40 06 20, and outlined in Attachment 1. The quote is provided for the convenience of the Contractor and is not guaranteed to meet all requirements of the Contract Documents. Contractor shall note all clarifications in proposal, and shall include all work required for complete and functioning system in conformance with the Contract Documents.

CITI INTEGRATION ALLOWANCE
Contractor shall include in their bid on line item number 3 in the Bid Summary the specified allowance to furnish the CITI scope of supply as specified under Division 40 and outlined in the System Integrator proposal provided as Attachment 2."

9. SECTION 00 41 43, PAGE 9, BID FORM ADDITIVE ALTERNATIVE NO. 1 AND NO. 2
Remove this sentence in both alternative descriptions in its entirety: "No additive alternate is required; Contractor may write in "NO BID" in place of name of alternate bid manufacturer below."

10. SECTION 00 41 43, PAGE 12, ARTICLE 6.01
Replace "430" with "550" for the required number of days for substantial completion.
Replace "460" with "580" for the required number of days for final completion.

11. SECTION 00 41 43, BID FORM ATTACHMENTS
Add the attached AUMA proposal as Attachment 1 to the Bid Form (Attachment 3 of this Addendum) and CITI proposal as Attachment 2 to the Bid Form (Attachment 4 of this Addendum) after Section 00 41 43.

12. SECTION 00 52 15, PAGE 2, PARAGRAPH 4.02-A
Replace "430" with "550" for the required number of days for substantial completion.
Replace "460" with "580" for the required number of days for final completion.

13. SECTION 01 20 00, PAGE 2, PARAGRAPH 1.03-C
Remove the last sentence in both alternative descriptions in its entirety: "No additive alternate is required; Contractor may write in "NO BID" in place of name of alternate bid manufacturer below."

14. SECTION 01 20 00, PAGE 2, PARAGRAPH 1.03
Insert the following as a new Paragraph in 1.03-D:
"1. Additive Alternative No. 2 – RAS DISCHARGE MODIFICATIONS FOR CLARIFIERS 1 AND 5
a. Under Alternative Bid Item No. 2, remove and replace the existing ultrasonic flow meter with a new in-line magnetic flow meter, and install a plug valve on the discharges of existing RAS Pump Stations for Clarifier No. 1 and Clarifier No. 5. Refer to DETAIL 2 and

3 on Sheet M3, Section 40 05 19, Section 40 05 62, Section 40 71 13.13, and Section 01 14 00. The Bidder shall account for any differing structural, piping, or arrangement requirements for the alternate equipment. The Bidder shall include in the Additive Alternative Item No. 2 Bid Item amount all incremental cost additions associated with the installation of the alternate equipment."

15. SECTION 06 51 00, PAGE 3, PARAGRAPH 2.04-A
Replace the first two sentences of the paragraph with the following: "Fiberglass reinforced polyester (FRP) density current baffles shall be installed where shown on the Drawings. Only the density current baffles shall be FRP; see Section 46 43 21.13 for information regarding the scum weir and baffle plates."

16. SECTION 40 05 62, PAGE 1, PARAGRAH 2.01-A
Crispin Valve is accepted as an approved supplier for the plug valves. Add ", Crispin Valve" after "GA Industries" in the first sentence of this paragraph.

17. SECTION 46 43 21.13, PAGE 5, PARAGRAH 2.02-F
Replace "1-inch" with "1/4-inch" as the minimum thickness of the Center Column.

18. SECTION 46 43 21.13, PAGE 5, PARAGRAH 2.03-A
Replace the sentence "Steel thickness of the center column shall be a minimum of 1-inch with minimum 1.25-inch thick top and bottom flanges." with the following sentence "Steel thickness of the center column shall be a minimum of 1/4-inch with minimum 3/4-inch thick top and bottom flanges."

CHANGES TO THE DRAWINGS:

1. SHEET M103
Remove the "?" callout on the left side of the overall plan of the clarifier.

2. SHEET M104
Replace "40 05 20" in Note 4 with "40 06 20."

3. SHEET S101
Remove "(WALLS AND FOUNDATION SLAB)" from Note 2 and replace with "WALLS".

4. SHEET S102.
Remove "AND SLAB" from coating callout in Section A.

5. SHEET S104
Remove "AND BOTTOM SLAB" from Note 1.

-END OF DOCUMENT-

ATTACHMENT 1:
Pre-Bid Meeting
Sign-in Sheet

SIGN-IN SHEET

Hazen

Project Name:	OWASA Mason Farm WWTP Secondary Clarifier No. 4 Improvements CIP# 278-20; SRP-W-0212
Meeting Date-Time Location:	February 22, 2023 - 2:00 PM Mason Farm Wastewater Treatment Plant 170 Old Mason Farm Rd, Chapel Hill, NC
Meeting Topic:	Pre-Bid Meeting

Name	Company/ Organization	E-mail Address	Phone
KEVIN WELCH / JIM COOPER	HEYWARD / EVOQUA	jcooper@heyward.net	704 591 1270
Jimmy Ellifritz	Turner Murphy Co.	rmurphy@turnermurphy.com	803-328-3874
SEAN STANFORD	WHARTON SMITH	envestimating@whartonsmith.com	704-525-5695
GRADY MCCLAMROCK	CROWDER	GMCCLAMROCK@CROWDERUSA.com	919-367-2000
JAMES EVERETT	HARENCCI	jwalford@harenconstruction.com	(423)453-8322
Chris Porter	CMT	chris@cmtcoatings.com	336-434-0783
AXEL ESPINOZA	CMT	axel@CMTcoating.com	336-989-7409
Arthur Martinez	Kiewit	arthur.martinezQuint@kiewit.com	~~919-886-0758~~ 919-896-0758
JOHN GILBERT III	GILBERT ENGG	jgilbert3@gilbertengmeetings.com	(704)902.0468
TYLER SUTTON	TA LOVING CO.	TSUTTON@TALOVING.COM	919-734-8400

SIGN-IN SHEET

Hazen

OWASA Mason Farm WWTP Secondary Clarifier No. 4 Improvements

Name	Company/ Organization	E-mail Address	Phone
Lance Pollock	Laughlin Sutton Const Co.	lancepollock@laughlinsutton.com	336-375-0095
Travis Beal	Charles R. Underwood	tbeal@crupumps.com	919 353 1667
Justin Shaw	Carolina Civilworks	jshaw@carolinacivilworks.com	919.548.2406
Dan'l Bruner	Carolina Civilworks	dbruner@carolinacivilworks.com	919.748-2833
Daniel Austria	CROM	daustria@cromcorp.com	919-969-3084
Grant VanHemert	CTI	grant@citi-llc.com	919-830-2543
Zach Wooten	State Utility	zwooten@sucontractors.com	704 218-1811
Lanya King	Hazen	lking@hazenandsawyer.com	540-998-9533
Eric Polli	HAZEN	epolli@hazenandsawyer.com	919.609.3017
Adam Miller	Hazen	amiller@hazenandsawyer.com	919-353-5613
DEAN KITE	DELLINGER	deank@dellinger-inc.com	(704) 989-9402

ATTACHMENT 2:
Pre-Bid Meeting Slides

Presentation slides are for Reference Only
Bid Documents and Addendum Are Binding

Hazen



Mason Farm WWTP Secondary Clarifier No. 4 Improvements – CIP # 278-20 – SRP-W-0212

February 22, 2023

PRESENTATION FOR REFERENCE ONLY – BID DOCUMENTS GOVERN

Welcome & Introductions

OWASA
Hazen and Sawyer

Agenda

Sign-in

Project Overview

Bidding Requirements

Schedule

Funding

Addendum 1

Questions & Walk-around



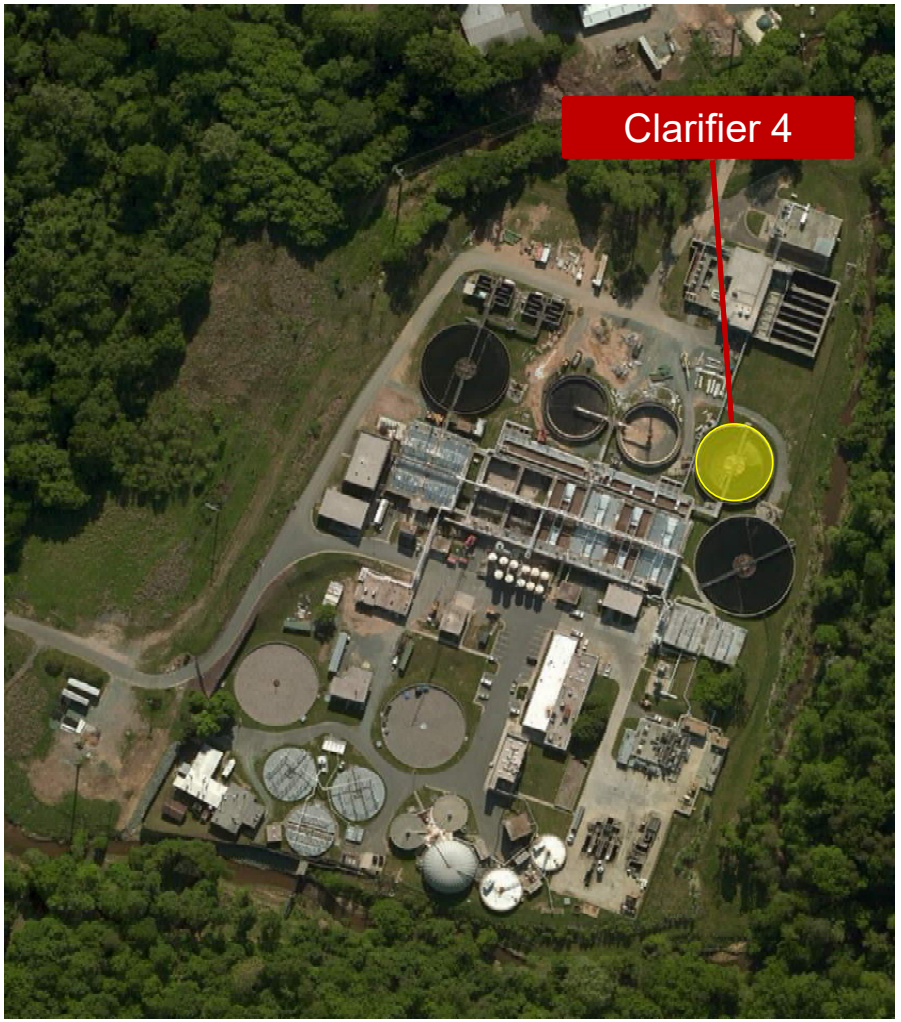
Hazen

Project Overview



Project Location





Replace Secondary Clarifier 4 Mechanism

- Items to be replaced include:
  - Center column & center cage
  - Organ pipe manifold
  - Center drive mechanism
  - Sludge collection headers
  - Walkway platform
  - Inset inboard launder
  - Weir & scum baffle plates
  - Scum skimmers and extended trough
  - Launder algae weir brush system

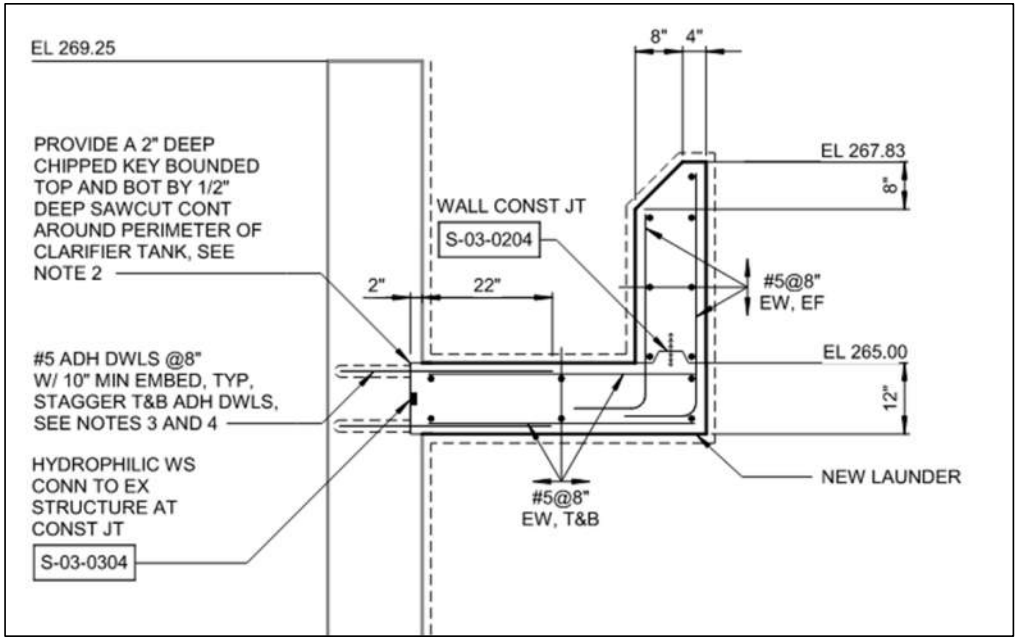


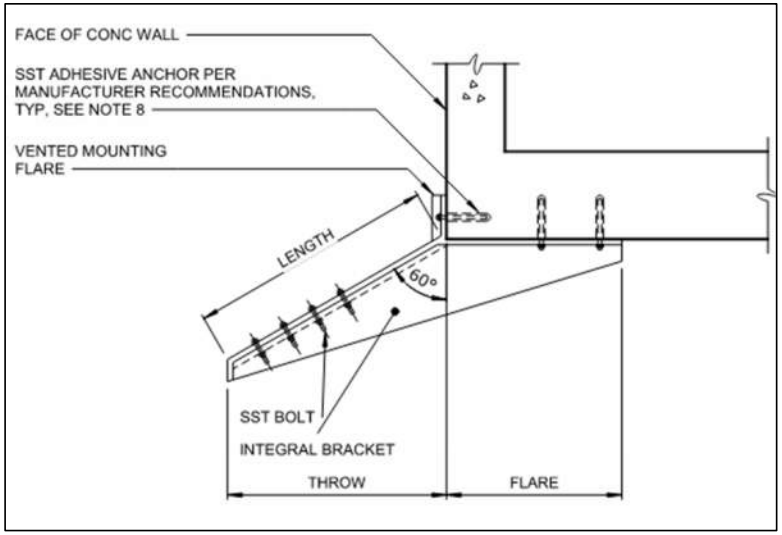
Materials of Construction (Spec Section 46 43 21.13)

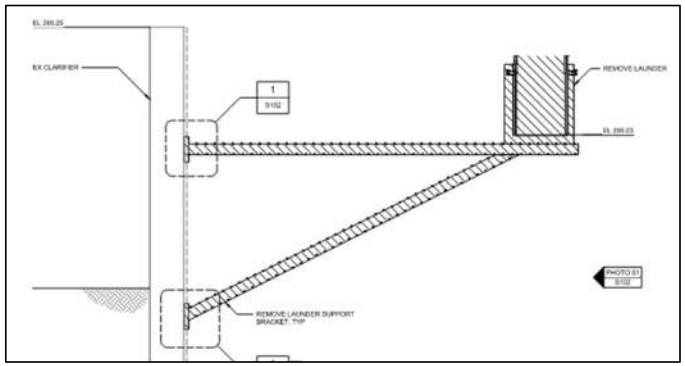
Component	Material	Minimum Thickness (if applicable)
Center Column	316 SS	1-inch
Center Cage	316 SS	Per MFR Requirement
Influent Feedwell	316 SS	1/4-inch
Energy Dissipating Inlet	316 SS	1/4-inch
Sludge Collection Header	316 SS	3/16-inch
Sludge Manifold	316 SS	3/16-inch
RAS Adapter 90 deg Elbow	316 SS	3/16-inch
Skimming Beach	316 SS	1/4-inch
Skimmer Blade	316 SS	Per MFR Requirement
Support Trusses	316 SS	1/4-inch
Weir Plate	316 SS	As shown on Drawings.
Scum Baffles	316 SS	As shown on Drawings.
Clarifier Drive Housing	Cast Iron or SS	Per MFR Requirement
Walkway, Handrail, and Drive Platform Members	304 SS	1/4-inch minimum
Walkway Grating	304 SS	Per MFR Requirement
Density Current Baffle	FRP	As shown on Drawings.

New Attached Inboard Launder

- Existing inset inboard launder to be demolished and replaced with new concrete attached inboard launder.







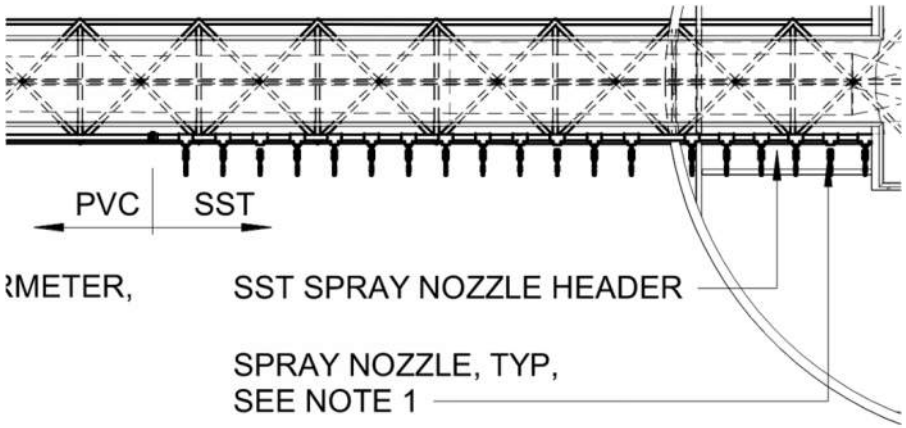
Spray Nozzle System

- To be installed at least 18” above the normal water surface elevation
- Shall include 19 Stainless Steel nozzles installed at 45-degree angles from the horizontal
- Nozzle header and associated piping shall be supported off the walkways
- Shall include all valves and fittings necessary to provide automatic draining (Detail 7/M103)



Section View of Header

Nozzle at 45 degrees



Coordination with Owner's Operations (MOPO) & Staging Area

Section 01 14 00

- See Sheet M1 for contractor laydown areas and overall site plan
- Contractor shall not impact Owner's ability to access existing facilities
- Contractor shall provide all labor, equipment, and materials for restoration of project site
- All existing plant processes must remain operational during entire construction period
- All shutdowns shall be coordinated with and scheduled at times suitable to the Owner
- Treatment plant personnel shall have access to all areas which remain in operation throughout the construction period



Coordination with Owner's Operations (MOPO)

Section 01 14 00

- Contractor shall have the weirs surveyed by a licensed surveyor (See Note 1 on M105)
- **Specific Operational Constraints can be found in Paragraph 1.06.C of Section 01 14 00**
- Contractor shall provide a min of two weeks' notice before performing work in the clarifiers.
- Contractor shall provide a minimum 30 days notice prior to a proposed shutdown.
- Only one secondary clarifier may be out of service at any given time for completion of this work.
- Demolition in Clarifier No. 4 cannot begin until the new secondary clarifier mechanism has arrived at the WWTP



Coordination with Owner's Operations (MOPO)

Section 01 14 00

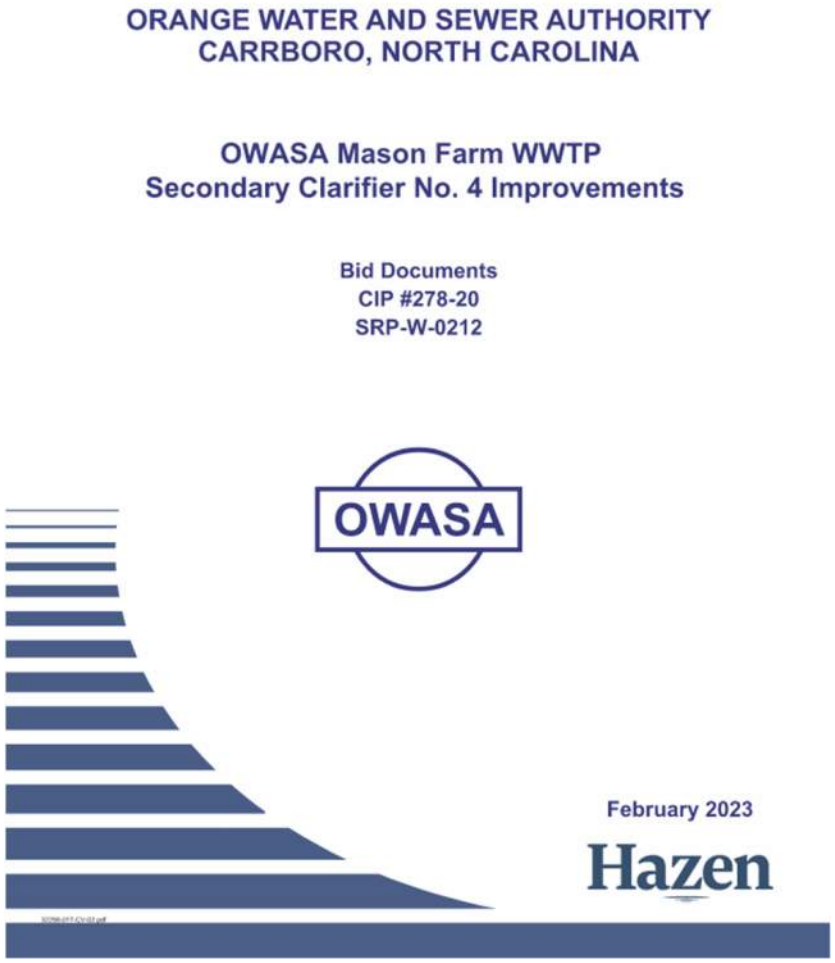
- After work in Secondary Clarifier No. 4 is complete, it shall be tested, accepted by the Owner and Engineer, placed into service, and be successfully operational for a period of 30 calendar days.
- The installation of the RAS isolation valve for Secondary Clarifier No. 4 shall occur while the WWTP RAS pumping system is out of service. **The duration of this shutdown shall be no longer than 6 hours**. This work shall be coordinated with the Owner such that it occurs during the WWTP's periods of lowest flow (i.e. 12 am to 6 am). During this work, Clarifiers 1, 4, and 5 will be out of service and Clarifiers 2 and 3 will be in service.
- The addition of clarifier mechanism E-stops and installation of ultrasonic level meters in the cutthroat flumes shall occur while the respective clarifier is out of service. Clarifiers shall be taken out of service, one at a time, for a duration of not to exceed seven (7) calendar days each.
- The NPW system shall not be interrupted for more than periods of two (2) hours for the Clarifier 4 spray water tie-in, flow meter installation, and NPW valve installations.



Bidding Requirements

Bidding Requirements

- Attend pre-bid meeting
- Bid Opening
  - **March 9th, 2023 at 2:00 PM**
  - **OWASA Administration Offices, 400 Jones Ferry Road, Carrboro, North Carolina**
- Bid Form
  - **Page 8 of Section 00 41 43 Proposal**
  - **All Work, AUMA gate actuator allowance, CITI integration allowance**
- Additive Alternate No. 1 – Density Current Baffles in Clarifiers 2 & 3
- Additive Alternate No. 2 – RAS Discharge Modification for Clarifiers 1 & 5
- Include all items from Article 7 on Page 12 of Section 00 41 43



Bidding Requirements

- Bidder's Checklist in Section 00 43 93
- Section 00 21 15 Instructions to Bidders
- Contract documents acquired through online link provided by MasonFarmWWTP-SC4@hazenandsawyer.com
- Site visits by request to Andre Miller, OWASA
- Bid Security required
- Sales and Use Tax
  - **See Article 22 in Section 00 21 15**
  - **Bidders shall include North Carolina Sales and Use Tax in the bid**
- Email all questions to MasonFarmWWTP-SC4@hazenandsawyer.com
- Deadline for questions 5 days prior to bid opening:
  - **March 4th, 2023**

SECTION 00 43 93

Bidder's Checklist

This checklist shall be included as the first page of the submitted bidding documents. As outlined in Section 00 41 43 Article 7.01 of the Proposal the following items shall be included with the fully executed Section 00 41 43 Proposal:

		BID FORMS, including:
	A.	Executed Bid Form
	B.	Certified List of Equipment/Material Manufacturers and Subcontractors/Suppliers
	C.	Certification Affidavit
	D.	Bid Certification
	E.	Contractor Experience
	F.	Qualifications of Bidders
	G.	Appropriate Bid Form Signature Page
	H.	Bid Security or Bid Bond and Power of Attorney
	I.	Proposal Signature Page
	J.	Contractor's Affidavit of Organization and Authority
	K.	Non-Collusion Affidavit of Bidder *
	L.	Equal Employment Opportunity Certification
	M.	Acknowledgement for Equal Employment Opportunity Certification
	N.	Bidder's North Carolina General Contractor's License
		M/WBE Forms, including:
	O.	Identification of Minority Business Participation
	P.	Affidavit A or B **

Construction Schedule

Construction Schedule

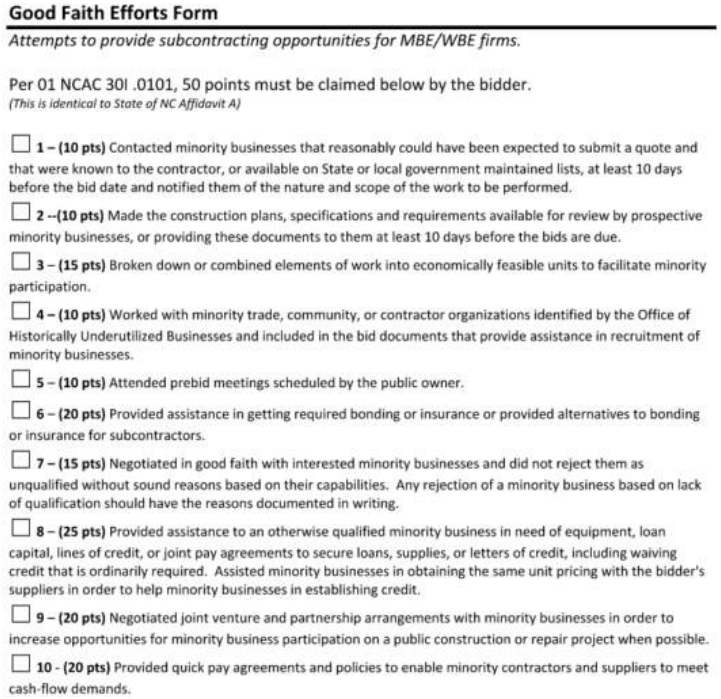
- Article 4 in Section 00 52 15 Agreement
- Bid Opening March 9th, 2:00 PM EST
- **430 consecutive days** for Substantial Completion
- **460 consecutive days** for Final Completion

- Liquidated Damages
  - **$1,000/day Final and Substantial Completion**

Funding

Funding

- Project is being financed by a State Reserve Loan (SRP) loan from the Water Infrastructure Fund
- Bidder shall make positive efforts to use small and minority-owned businesses and comply with NC Division of Water Infrastructure MBE/WBE requirements and GS 143-128.
- Subject to all additional provisions required by the US EPA and the NC Division of Water Infrastructure.
- SRF Special Conditions are listed below and can be found at the end of the front end of the specifications
  - **NC Division of Water Infrastructure MBE / WBE (DBE) Compliance Supplement**
  - **Good Faith Efforts Form**
  - **Table A**
  - **Table B**



Good Faith Efforts Form

Attempts to provide subcontracting opportunities for MBE/WBE firms.

Per 01 NCAC 30I .0101, 50 points must be claimed below by the bidder.
(This is identical to State of NC Affidavit A)

☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.

☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.

☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.

☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.

☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

MBE / WBE (DBE) Compliance Supplemental Instructions

Item	What to do with it
Good Faith Efforts Form	Provided by all bidders to be responsive Only low bidder's form is submitted to the State
Table A (Summary of firms on job)	Provided by all bidders to be responsive Only low bidder's form is submitted to the State
Table B (per item being subbed)	Provided by low bidder if SRF project or SRP/SEL* that obtains less than 10% M/WBE utilization (see page 2)
Provide documentation of anything you did that is mentioned later in this supplement	- Proof of trade paper advertisement - Printouts of DBE sources used - Solicitation emails and/or letters

Questions & Walk-Around

MEETING MINUTES

Project Name:	CIP # 278-20 Mason Farm WWTP Secondary Clarifier No. 4 Improvements
Meeting Date-Time Location:	February 22, 2023 - 2:00 PM Mason Farm WWTP 170 Old Mason Farm Rd, Chapel Hill, NC
Meeting Topic:	Pre-Bid Meeting Minutes

Note:

Pre-bid meeting minutes are provided for information only. Bid documents and addenda are binding.

Attendees:

Refer to attached sheet for list of meeting attendees.

Meeting Minutes:

- The engineer welcomed attendees.
- Hazen and Sawyer and Orange Water and Sewer Authority (OWASA) staff gave introductions.
- Hazen and Sawyer reviewed the following items:
    - Project Overview & Maintenance of Plant Operations
    - Bidding Requirements
    - Project schedule
    - Funding

Notes, Questions, and Answers:

1. It was noted the designated laydown area is in a flood zone and has flooded before during previous hurricane level large storms. OWASA requested that the gravel path in between the road and the stairs to the Clarifier 2/3 walkway be maintained throughout construction.

2. What types of permits are required for the project and who is responsible for the cost of the permits?

   Answer: There are no building or electrical permits, and no ATC is required since this project is not an expansion.

3. What are the requirements for progress meetings for this project?

   Answer: One (1) progress meeting per month is required and described in Spec Section 01 31 19, Paragraph 1.01.A.2.

4. What was the engineer's cost estimate for the project?

   Answer: The engineer's cost estimate is $2,110,000.

5. Funding through the State Reserve Loan was discussed. Davis-Bacon and AIS Provisions are not required for this project.

Meeting attendees proceeded to the site visit at the Mason Farm WWTP.

ATTACHMENT 3:
AUMA Proposal

BID FORM - ATTACHMENT 1: AUMA PROPOSAL

The Perkinson Company

P.O. BOX 241428, CHARLOTTE, NC 28224 Tel: (704) 525-8191 Fax: (704) 527-6232 E-mail:Mail@PerkinsonUSA.com

auma®
Solutions for a world in motion







AUMA Certified
Sales and Service

Quotation For:
HAZEN & SAWYER
HAZEN & SAWYER

Quote Number 22728
Quote Date Feb 24, 2023
Page: 1

Phone: 704-940-8914 Fax: 704-357-3152

Customer ID	Expiration Date	Payment Terms	Sales Rep
HAZEN & SAWYER	3/26/23	Net 30 Days	Dylan L. Culler

Qty.	Item	Description	Unit Price	Extension
1.00		Auma SA14.6/AM02.1 480V/3PH/60Hz Open/Close Electric Actuator Price includes UV resistant stem tube cover, machined A-drive to match existing valve stem, and startup assistance.	9,290.00	9,290.00
1.00		Shipping	300.00	300.00
		Note: Install by contractor Project: Owasa Clarifier 4 Effluent Lamya King: lking@hazenandsawyer.com Eric Polli: epolli@hazenandsawyer.com Perkinson Sales Rep: Dylan Culler - 704-287-1864, dc@perkinsonusa.com		

FOB SHIPPING POINT/PREPAY ADD
SEE WWW.PERKINSONUSA.COM FOR TERMS AND CONDITIONS
ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% SURCHARGE

Subtotal	9,590.00
Sales Tax	
Total	9,590.00

ATTACHMENT 4:
CITI Proposal

BID FORM - ATTACHMENT 2: CITI PROPOSAL

CITI INC SYSTEMS INTEGRATOR
4030 Yancey Road, Charlotte, NC 28217
P.O. Box 33758, Charlotte, NC 28233
PHONE 704.969.2484 FAX 704.969.2480

CITI SCOPE PROPOSAL C21312R2

Date: March 1, 2023

To: Bidding Contractors

Project: OWASA MFWWTP
Secondary Clarifier #4 Improvements

Reference: Division 40 Process Interconnections Sections 40 61 13 - 40 79 00, and Drawings E1-ED1

CITI Inc, an equipment supplier, offers to furnish the following described materials and services as our scope under Division 40, in accordance with the attached "Conditions of Sale" and other provisions that are referenced herein.

Please note that CITI Inc is a N.C. Dept. of Administration HUB certified Hispanic owned business.

General Descriptions:

This proposal is in regards to instrumentation and controls associated with the Secondary Clarifier #4, RAS pump stations, associated flumes, and other locations as detailed in the contract documents. We are providing several small control panels, instruments, and a range of services. Our materials and services are defined below.

Materials

Qty		Description
5		NEMA 4X 316 Stainless Steel Local Control Station in compliance with E74.[A] (See Note A)

Designation	Description
LCS-SC-1	Local Control Station for Clarifier 1
LCS-SC-2	Local Control Station for Clarifier 2
LCS-SC-3	Local Control Station for Clarifier 3
LCS-SC-4	Local Control Station for Clarifier 4
LCS-SC-5	Local Control Station for Clarifier 5

Note A: Drawing E-72 shows a 20 conductor cable between each clarifier's starter and the starters respective LCS-SC-X. Please note, that one of these wires will need to be connected to 120VAC hot for the push to test pilot lights in the LCS-SC-X box.

1		Modification of PLC-31 to accept I/O mentioned in 40 61 93. This includes • Addition of 1 Quantum 16 Point Digital Input Card • Quantum of 1 Point Relay Output Card • Relays, surge suppressors, and terminal blocks.
3		Non submersible magnetic flow meters with remote mount transmitters, grounding rings, 5 meters of cable, surge suppressor and sun shield in compliance with 40 71 13.13 and 40 61 91[B]

Tag	Description	Span	Size
FE/FIT-5425	Secondary Clarifier No. 4 RAS Flow	1100-4200 GPM	12"
FE/FIT-5125[C]	Secondary Clarifier No. 1 RAS Flow	600-2800 GPM	10"
FE/FIT-5525[C]	Secondary Clarifier No. 5 RAS Flow	1100-4200 GPM	12"

Materials

Qty		Description
		Note B: Length of cable assumes that contractor will mount transmitter also close as possible to the flow tube but at a height where the operator can read the display without the use of a ladder. Note C: Add Alternate 2 item.
3		Ultrasonic Level Transmitter, with 0-26 foot range Class 1 Div 1 transducer with 10 meters of cable, Temperature sensor, surge suppressor and transducer submergence shield.

Tag	Description	Span	Flow
LE/FIT-5011	ML Flow Through Existing Cutthroat Flume to Clarifier No. 1	0-3 Feet	0.25 – 52.00 MGD
LE/FIT-5021	ML Flow Through Existing Cutthroat Flume to Clarifier No. 2	0-3 Feet	0.12 – 25.50 MGD
LE/FIT-5031	ML Flow Through Existing Cutthroat Flume to Clarifier No. 3	0-3 Feet	0.12 – 25.50 MGD
LE/FIT-5041	ML Flow Through Existing Cutthroat Flume to Clarifier No. 4	0-3 Feet	0.25 – 52.00 MGD
LE/FIT-5051	ML Flow Through Existing Cutthroat Flume to Clarifier No. 5	0-3 Feet	0.39 – 78.00 MGD

Services

Qty		Description
1		Project Management
1		Control and Information System submittals per specification section 40 61 15 as electronic documents • Existing Conditions submittal • Combined control panel and field instrumentation submittal • Software configuration submittal • Operation and Maintenance manuals for equipment in this scope (electronic and printed) • Final documentation for PLC and SCADA programming applications
1		Control and Information System on-site training per specification section 17040 • Operations training - one half-day course • Instrument training - one half day course
1		Control system testing plans per specification section 40 61 21
1		SCADA and PLC application software programming per 40 61 96
1		Field acceptance testing per specification sections 40 61 21.72 • Field instrumentation setup and testing for all devices in this scope • Final control element/loop checkout for all I/O in this scope • Loop check of SCADA interface with new I/O to PLC-31 • Control strategy testing for all application software developed under this scope • Control system startup and demonstration testing for all controls in this scope
1		Preventive hardware maintenance per specification paragraph 40 61 24-1.05.B
1		Corrective hardware and software maintenance per specification paragraph 40 61 24-1.05.C
1		Service Agreement Proposal per specification paragraph 40 61 24-1.05.D

CITI Pricing Summary

Pricing for CITI Base scope of materials and services	***Materials Subtotal =*** ***Services Subtotal =*** ***Total excluding taxes =***	***$63,174.00*** ***$57,617.00*** ***$120,791.00***
Pricing for CITI Add Alternate #2 scope of materials and services	***Materials Subtotal =*** ***Services Subtotal =*** ***Total excluding taxes =***	***$12,030.00*** ***$1,105.00*** ***$13,135.00***
Pricing for CITI total scope of materials and services	***Materials Subtotal =*** ***Services Subtotal =*** ***Total excluding taxes =***	***$75,204.00*** ***$58,722.00*** ***$133,926.00***

CITI Clarifications:

1. Addenda 0 through 0 are acknowledged.
2. The scope of this proposal is detailed above. Anything not listed is excluded regardless of the specification responsibility statements. For clarity some excluded items are listed below:
   - Equipment mounting racks and stands, sensor support brackets, instrument and panel sunshades, support anchors and hardware, flange fitting accessory kits, pipe taps, isolation valves, sample pumps, sample piping, impulse piping, grounding wire and rods, stilling wells, etc. as may be required or shown on the contract drawings, unless specifically listed in CITI Inc's materials scope;
   - Rewiring of starter buckets.
   - Ultrasonic level transmitter sunshields;
   - Field wiring materials, power disconnect switches, conduits, junction boxes, and pull boxes;
   - Surge protection for field components and instruments supplied by others;
   - Nametags for field components and instruments supplied by others;
   - PLC program development software licenses;
   - Building or work permits;
   - Demolition or relocation of existing instrumentation and controls equipment;
   - Onsite supervision of equipment installation;
   - Installation of panels and field process components/instruments, field wiring and network cabling;
   - Field wiring terminations of power and control wiring at panels, field instruments, and process components;
   - PLC programming and OIS programming of panels supplied by others;
   - Component inspections and startup for field process components/instruments and panels supplied by others.
3. All instruments and panels furnished under the scope of this proposal will be provided with the manufacturers' standard finish.
4. Materials will be released for manufacture and shipment to the job site upon receipt of the approved submittal and your authorization. After your authorization to release, you must accept deliveries when equipment is available. You must assume custody upon delivery and provide suitable facilities in accordance with the specifications for on-site storage until materials are installed and powered. CITI Inc's hardware submittals will be available within 12 weeks after receipt of an executed order. Materials should be fully deliverable in accordance with an agreed upon schedule within 20 weeks after approval of the submittal; however, delivery schedules are non-binding, and CITI Inc maintains the right to partial delivery of as materials become available. If the delivery of materials is delayed as a result of manufacturer supply chain issues

or other factors beyond our control, CITI Inc shall not be liable for any additional costs or damages associated with such delays.

5. After your completion of equipment installation and field wiring terminations, CITI Inc will begin the field services for commissioning our panels and field instruments. You will need to have qualified staff present during this testing to assist in verifying that each external connection to the equipment is correctly wired and to operate the interconnected field process equipment and panels furnished by others.
6. All materials are warranted for 18 months after delivery, 12 months after completion of their respective acceptance testing, or 12 months after the original project completion date, whichever occurs first. We will be responsible for shipping and repair costs for non-conforming or defective items during the warranty period. You will be responsible for removal, return shipment, receipt, and re-installation of any equipment items which you originally installed.
7. CITI Inc's insurance coverage is: general liability - $1,000,000/$2,000,000; auto liability - $1,000,000; excess liability - $1,000,000; and workers compensation - $1,000,000. If any additional coverage or endorsements are required, the charges for additions to CITI Inc's policy will be charged to you as an extra expense at actual cost times a multiplier of 1.15.
8. CITI Inc will retain all rights to Intellectual Property developed under this project and will grant the end user non-transferable rights to its use and modification. A copy of CITI Inc's privacy statement is available at www.CITI-INC.com.
9. This proposal is based on costs available to us on date of this proposal and is valid for 60 days. Due to supply chain cost volatility, CITI Inc reserves the right to escalate selling price prior to receipt of authorization for release for manufacture and delivery. Shipping is FOB factory, freight cost allowed. Unless stated elsewhere in this proposal, destination of all shipments will be the designated project site. Payment terms for this project are net 30 days, contingent upon approved credit, after the date of each invoice. Payment to CITI Inc shall not be dependent on you being paid by any third parties. Materials that are delivered or approved for storage in CITI Inc's facility will be billed complete at time of delivery/storage in accordance with a pre-submitted schedule of values. Services will be billed on a percentage completed against this schedule of values.
10. CITI Inc will accept retainage being withheld from progress payments due to CITI if the Owner is applying retainage against the prime contract. Five percent retainage may be withheld until CITI Inc's work is 50% complete by approved billings, after which 0% may be withheld. Partial and full retainage releases must be made within the earlier of: seven days of Owner's payment of retainage to you; or 60 days from the completion of CITI Inc's scope of work.
11. CITI Inc will not provide any materials or services for this project prior receipt of an executed purchase order.
12. CITI Inc will accept a purchase order for this scope of supply subject to these clarifications and the attached CITI Inc "Conditions of Sale". A subcontract will not be accepted. The order will need to incorporate this proposal or specifically include within its body the listing of materials, services, and clarifications from this proposal so as to define CITI Inc's scope of supply and terms. Flow down clauses will not be accepted. All terms of CITI Inc's agreement must be specifically listed in the order. Assignment of order is subject to CITI Inc's written consent.
13. CITI Inc will apply taxes to all invoices for labor and materials as applicable. If a tax exemption is being claimed, all relevant exemption forms must be provided to CITI at the time the purchase order is issued. A completed NCDOR E-589CI Affidavit of Capital Improvement is needed if the work is to be taxed as a real property contract with respect a capital improvement to real property.

If you have any questions about this scope of supply, please call us. Thank you for your consideration.

Sincerely,

CITI Inc



Grant Van Hemert PMP, PE
Project Manager

Attachment: CITI Inc Conditions of Sale

CITI, INC CONDITIONS OF SALE

1. **GENERAL**: Sales by CITI, INC, (herein CITI) are made solely under the conditions expressly set forth herein. Any proposed changes or exceptions to these conditions, or additional terms and conditions, included or referenced in Purchaser's order or acceptance of this offer, are hereby rejected by CITI, and shall be of no force or effect upon CITI unless expressly accepted in writing by CITI.

This Contract shall bind and inure to the benefit of Purchaser and CITI, as well as their respective successors and assigns; however, neither party may assign this Contract without prior written consent of the other.

Neither party shall be deemed to have waived its rights by failing to enforce any particular provision of this Contract.

If a court invalidates any portion of this Contract, the rest of this Contract shall remain valid and be construed as if not containing the invalidated provision.

North Carolina law shall govern the rights and obligations of the parties.
Either party may pursue any legal means available to resolve disputes or claims arising out of or relating to this Contract. Both parties agree to the jurisdiction for resolution of disputes under this order as Mecklenburg County, North Carolina. Each party shall be responsible for their own legal fees in any matter related to this agreement.

2. **CREDIT APPROVAL**: If at any time information available on Purchaser's financial condition or credit history, in CITI's judgment, does not justify the terms of payment specified herein, CITI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to the terms of payment.

3. **PROPRIETARY INFORMATION**: All information, data, drawings, instruction and operation manuals furnished by CITI with this Contract are proprietary to CITI, submitted in strict confidence, and are to be used by Purchaser solely for the purposes of this Contract, and shall not be reproduced, transmitted, disclosed or used in any other manner without CITI's written authorization.

4. **RISK OF LOSS**: Risk of loss or damage to the Products, or any part thereof, shall pass to Purchaser at the f.o.b. ship point stated herein.

5. **EXCUSABLE DELAY**: CITI shall not be liable for failure to perform or for delay in performance due to fire, flood, or any other act of God; strike or other labor difficulty, including the bankruptcy of any suppliers to CITI, act of any civil or military authority or of Purchaser; riot; embargo; delay in or shortage of transportation facilities; or any other delay beyond CITI's reasonable control. In the event CITI's performance is delayed by any such cause, CITI's schedule for performance shall be extended accordingly. If Purchaser's actions delay CITI's performance, Purchaser shall pay CITI any additional costs incurred by CITI resulting from such delay. If Purchaser delays shipment of Products, or any part thereof, in addition to paying CITI for additional costs incurred, Purchaser shall also pay for the Products or the parts on the date CITI is prepared to make shipment.

6. **TAXES AND LICENSES**: The Purchase Price does not include any licenses or State or local taxes of any kind applicable to the sale, use or delivery of the Products or services covered under this Contract. Purchaser shall pay direct or reimburse CITI for any such license fees or taxes that CITI or CITI's subcontractors or suppliers are required to pay. CITI will apply taxes to all invoices for labor and materials as applicable to the State where the work is sold. If a tax exemption is being claimed, all relevant exemption forms must be provided to CITI at the time of execution of this Contract.

7. **INSPECTION BY PURCHASER**: Purchaser may inspect the Products at Purchaser's expense at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with CITI's or the manufacturer's operations. Purchaser's inspection of the Products and release for shipment shall constitute Purchaser's acceptance of the Products as conforming to the requirements of this Contract.

8. **WARRANTY**: CITI warrants the Products from defects in material and workmanship for a period of one (1) year from date the Products are initially placed in operation, or eighteen (18) months from date the Products are shipped, whichever occurs first, provided that the Products are stored, installed, maintained and operated in accordance to the manufacturers recommendations and are protected from harm or damage including but not limited to fire, water, physical damage, exposure to inclement weather, extreme temperatures, and not subjected to misuse, neglect or accident. Upon prompt written notice of and determination that such defect is covered under the foregoing warranty, CITI's responsibility is limited to correction of the defect by, at CITI's option, repair or replacement of the defective part or parts, f.o.b. factory. CITI will not accept responsibility for incidental or consequential damages. Unless stated elsewhere herein, CITI provides no warranty of product performance or process results. The foregoing warranties are exclusive and in lieu of all other warranties of any kind, including any implied warranty of merchantability or fitness for a particular purpose.

Any products repaired or replaced under this warranty will be warranted for the remainder of the original warranty period. CITI shall have no responsibility for the condition of primed or finish painted surfaces after the Products leave their point of manufacture.

Field touch-up of shop primed or painted surfaces is normal and shall be at Purchaser's expense. Any touch-up or repainting required to shop primed or painted surfaces, for reasons other than improper or incorrect application in the shop, shall be Purchaser's responsibility.

Purchaser shall be responsible for unpacking and inspecting all shipped Products and noting any damage on the shipper's bill of lading. Any damage must be reported to CITI within 48 hours of receipt of shipment by Purchaser.

9. **PAYMENT TERMS.** CITI's payment terms are Net 30 days from date of CITI invoice. If Purchaser is late in paying the Purchase Price or any partial payment due under this Contract, or otherwise breaches this Contract, CITI shall be entitled to interest at 1½% per month on the overdue amount, and on its damages, calculated from the date of default in payment or other breach, plus court costs, reasonable attorneys' fees and other expenses incurred in any effort to collect.

No retainage on the equipment, products, services, or any part thereof, is allowed unless prior approved by CITI. Full retainage release must be made within the earlier of: seven days after purchaser receives payment of retainage, 60 days from the completion of CITI's scope of work, or 180 days after delivery, whichever occurs first.

10. **BACKCHARGES**: CITI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without CITI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

11. **LIMITATION OF LIABILITY:** CITI shall not be liable to purchaser for any special, indirect, incidental or consequential damages arising from CITI's obligations under this contract, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In any event, CITI's liability to purchaser shall not exceed the purchase price of the products or parts of the products on which such liability is based.

12. **CANCELLATION BY PURCHASER**: If Purchaser cancels this Contract or refuses to accept delivery of the Products, Purchaser shall be liable to CITI for reasonable cancellation charges, including loss of anticipated profits, administrative costs, commissions to sales representatives, costs incurred by CITI for all work performed or in process up to the time of cancellation or refusal to accept delivery, cancellation charges from CITI's suppliers or subcontractors, and any other expenses incurred by CITI in connection with Purchaser's cancellation or refusal to accept delivery.

13. **DEFAULT BY PURCHASER**: Without incurring any liability or waiving any claim for damages CITI may have against Purchaser, CITI may refuse to make or delay making delivery, and/or withhold any service, and/or ship C.O.D., and/or apply payments to open balances at CITI discretion, if:

(a) Purchaser breaches this or any contract with CITI, or; (b) CITI fails to receive payment within 30 days from date of invoice, or; (c) CITI becomes aware of facts which, in its judgment, render Purchaser's financial condition unsatisfactory or cast doubt on Purchaser's willingness or ability to pay for the Products and/or services, or; (d) Purchaser engages in or consents to liquidation, commission of any act of insolvency, appointment of a receiver of assets or assignment for the benefit of creditors, or if Purchaser becomes the subject of any bankruptcy or insolvency proceeding.