CIP NO.: 378-06
PROJECT: Digester Control Building 2 HVAC Improvement
DATE: October 3, 2025

ADDENDA

ADDENDUM NUMBER 2

DATE: October 3, 2025

PROJECT: Digester Control Building 2 HVAC Improvements Re-Bid

OWASA CIP NUMBER: 378-06

OWNER: ORANGE WATER AND SEWER AUTHORITY

ENGINEER: Wiley|Wilson

TO: Interested Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated June 27, 2025, and Addendum Number 1 issued September 19, 2025, with Addendum Number 2 dated October 3, 2025, 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 5 pages:

CHANGES TO THE DRAWINGS:

1. MODIFY Keynote #3 on sheet M-402 to read as follows: "Provide 42" high OSHA compliant (Section 1910.29(b)) galvanized steel or aluminum guard rail. Coordinate with Owner to match existing guardrail assemblies currently in use on-site."

2. MODIFY General Note #11 on sheet EP102 to read as follows: "Provide conduits on roof for cables feeding new exhaust fans, makeup air unit, and duct smoke detectors. Provide exterior rated cables for use in existing cable tray."

RFI RESPONSES:

1. Please confirm that AHU-8991 will need all new conduit.
   a. Keynote 1 on ED-101 states to remove feeder (wire & conduit) to source. Therefore, new conduit will be needed for AHU-8991. General note #11 on EP102 will be updated to include makeup air unit AHU-8991.

2. How do you plan to access the stairwell, can we utilize the same access points?
   a. Coordinate with OWASA Safety Manager on means of accessing the stairwell roof (ladders, scaffolding, etc.). Stairwell doors for access into each stairwell be unlocked for construction personnel.

3. Please provide CITI's Scope of Work.
   a. CITI's Proposal & Scope of Work is attached to this addendum.

4. Please confirm the control cable from exhaust fans cannot utilize the existing cable tray.
   a. No exceptions taken to control and line voltage conductors sharing raceway as long as all the conductors have insulation ratings equal to the highest voltage within the raceway. Class 2 or Class 3 circuits are not permitted to share line voltage or Class 1 raceways. Installation must meet all NEC requirements. Refer to Specification Section 26 00 10-1.2-A-17 for additional information on voltage class.

ATTACHMENTS

1. CITI Scope Proposal C25117

-END OF DOCUMENT-

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

CITI SCOPE PROPOSAL C25117

Date: July 25, 2025

To: Simon Lobdell

Reference: Mason Farm WWTP
170 Old Mason Farm Rd
Chapel Hill, NC

Project: Digester HVAC Improvements Smoke Detectors

Dear Mr. Lobdell

CITI, Inc. offers to furnish the following described materials and services as per our scope in accordance with the attached "Conditions of Sale" and other provisions that are referenced herein. This proposal shall remain in effect for 90 days.

This proposal is to provide duct smoke detectors and PLC and SCADA programming and PLC panel mods to TIO-45 PLC.

GENERAL DESCRIPTIONS

CITI Scope Summary

Materials

Qty		Description
5		Det-Tronics U5105 Explosion Proof Smoke Detector
5		Det-Tronics Q5106 Duct Mount Accessory with 1' inlet tube
1		Modicon BMXDAI1604 16 Inputs
1		LOT materials for panel mods

General descriptions

Services

Qty		Description
32		SCADA/PLC Development and Programming
8		Panel Mods
4		Update As Builds for TIO-45
8		Smoke Detector Testing
4		Project Management

CITI Pricing Summary

Pricing for CITI scope of materials and services	***Materials Subtotal =***	***$ 56,738.00***
	Field Services Subtotal =	***$ 9,968.00***
	Taxes =	***$ 5,092.00***
	Total Including taxes =	***$ 71,708.00***

CITI Clarifications:

1. The scope of this proposal is detailed above, anything not mentioned is excluded. For clarity some excluded items are:
   - Installation services or electrical services;
   - Field termination services;
   - Software Licenses;
   - Materials and services not specifically listed herein.
2. 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.
3. 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.
4. 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.
5. This proposal is valid for 30 days. Due to supply chain cost volatility, CITI Inc reserves the right to escalate selling price prior to receipt of an executed purchase order and authorization for release materials 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.
6. CITI Inc will not provide any materials or services for this project prior receipt of an executed purchase order.
7. 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.
8. 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.

CITI, INC

Gavin Bostian
Service 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.