

**PUBLIC WORKS MEMORANDUM**  
**#46-2022**

**DATE:** Sept. 26, 2022  
**TO:** Honorable Meredith Leighty and City Council Members  
**THROUGH:** Heather Geyer, City Manager *Hmg*  
**FROM:** Kent Kisselman, PE – Director of Public Works *KK*  
**SUBJECT:** CR-142 – WWTP Odor Mitigation CMAR

**PURPOSE**

To consider CR-142, a resolution to approve a Construction Manager at Risk (CMAR) contract for the Wastewater Treatment Plant (WWTP) Odor Mitigation project.

**BACKGROUND**

The headworks building at the WWTP has had issues with odors as well as hydrogen sulfide accumulation producing an unacceptable working environment within the building. This project was undertaken to reduce these odors and restore a safe working environment.

On May 13, 2022, the City issued RFP 2022-021 to solicit proposals from interested firms to provide CMAR services for construction of the proposed improvements, which have been designed by Providence Infrastructure Consultants. J.R. Filanc Construction Company, Inc. was selected as the best proposal received. Filanc then proceeded to complete the pre-construction work for this project and generate a Guaranteed Maximum Price (GMP) simultaneously. They were selected based on satisfactory performance in past projects and knowledge of the City's system.

The GMP to construct all proposed improvements, including contractor's contingency and pre-construction fee, is \$2,349,226.

**BUDGET/TIME IMPLICATIONS**

Funds for this project would come out of the Lift Station A and Force Main project budget in the Wastewater Fund as detailed in the table below.

Description	CMAR	Contract Number	Amount
Lift Station A	J.R. Filanc Construction Company, Inc.	2020-061	\$34,935
Lift Station A GMP including contractor's contingency and fee	J.R. Filanc Construction Company, Inc.	2020-061A	\$9,944,664
Lift Station A owner's contingency	Northglenn	2020-061A	\$215,178
Force Main A	BT Construction, Inc.	2020-062	\$39,240
Force Main A GMP including contractor's contingency and fee	BT Construction, Inc.	2020-062A	\$14,011,886
Force Main A owner's contingency	Northglenn	2020-062A	\$264,875
<i>WWTP Odor Mitigation GMP including contractor's contingency and fee</i>	<i>J.R. Filanc Construction Company, Inc.</i>	<i>2022-114</i>	<i>\$2,349,226</i>
<i>WWTP Odor Mitigation owner's contingency</i>	<i>Northglenn</i>	<i>2022-114</i>	<i>\$117,461</i>
<b>Final Project Amount</b>			<b>\$26,977,465</b>

The engineer’s cost estimate for the project in 2020 was \$2.2 million.

Project timeline:

<b>Contract Approval</b>	September 2022
<b>Notice of Award</b>	October 2022
<b>Notice to Proceed</b>	October 2022
<b>Project Completion</b>	Late 2023

**STAFF RECOMMENDATION**

Staff advises that a 5% contingency be applied to this contract. Attached is CR-142, a resolution that, if approved, would authorize the Mayor to execute a contract between the City of Northglenn and J.R. Filanc Construction Company, Inc. for the WWTP Odor Mitigation project in an amount not to exceed \$2,349,226, and authorizes the City Manager, on behalf of the City, to approve minor changes in the scope of services and execute relevant change orders up to the approved expenditure limit of \$2,466,687. Staff recommends approval of CR-142.

**STAFF REFERENCE**

If Council members have any questions, please contact Kent Kisselman, Director of Public Works, at [kkisselman@northglenn.org](mailto:kkisselman@northglenn.org) or 303.450.4005.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-142  
Series of 2022

\_\_\_\_\_  
Series of 2022

A RESOLUTION APPROVING A CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF NORTHGLENN AND J.R. FILANC CONSTRUCTION COMPANY, INC. FOR THE WASTEWATER TREATMENT PLANT ODOR MITIGATION PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO THAT:

Section 1. The Construction Manager Contract between the City of Northglenn and J.R. Filanc Construction Company, Inc., attached hereto, in an amount not to exceed \$2,349,226.00 with a five percent (5%) owner's contingency of \$117,461.00, for a total amount not to exceed \$2,466,687.00 for the Wastewater Treatment Plant Odor Mitigation Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

# CITY OF NORTHGLENN WWTP Odor Mitigation

## Contract Between Owner and Construction Manager - Cost Plus Fee with an Option for a Guaranteed Maximum Price

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This CONTRACT ("Contract") is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_, by and between the following parties, for services in connection with the Project identified below:

**OWNER:**

City of Northglenn  
11701 Community Center Drive  
Northglenn, Colorado  
Telephone: (303) 451-8326

**CONSTRUCTION MANAGER:**

J.R. Filanc Construction Company, Inc.  
455 W. 115<sup>th</sup> Avenue, Suite 3  
Northglenn, CO 80234

**PROJECT:**

Name: WWTP Odor Mitigation

RFP 2022-021

Description: WWTP Odor Mitigation

In consideration of the mutual covenants and obligations contained herein, Owner and Construction Manager agree as set forth herein.

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EXHIBIT A CMAR PROPOSAL

EXHIBIT B GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND CONSRUCTION MANAGER

## **ARTICLE 1 SCOPE OF WORK**

- 1.1** Construction Manager shall perform all management and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

## **ARTICLE 2 CONTRACT DOCUMENTS**

- 2.1** The Contract Documents are comprised of the following:
  - 2.1.1** All written modifications, amendments, minor changes, and Change Orders to this Contract issued in accordance with the General Conditions of Contract;
  - 2.1.2** The GMP Proposal, if accepted by Owner.
  - 2.1.3** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract; and

## **ARTICLE 3 INTERPRETATION AND INTENT**

- 3.1** Construction Manager and Owner, prior to execution of the Contract and again at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.1 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Construction Manager and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Contract or, if applicable, prior to Owner's acceptance of the GMP Proposal.
- 3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Contract, or if applicable, after Owner's acceptance of the GMP Proposal, Construction Manager and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.
- 3.3** Terms, words and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in this Contract and in the General Conditions of Contract.
- 3.4** If Owner's Project Criteria contain design specifications: (a) Construction Manager shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance

specifications; and (b) Construction Manager shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Construction Manager's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

- 35** The Contract Documents form the entire agreement between Owner and Construction Manager and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

## **ARTICLE 4 OWNERSHIP OF WORK PRODUCT**

- 4.1 Work Product.** All drawings, specifications and other documents and electronic data furnished by Construction Manager to Owner under this Contract ("Work Product") are deemed to be instruments of service and Construction Manager shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.
- 4.2 Owner's Limited License upon Project Completion and Payment in Full to Construction Manager.** Upon Owner's payment in full for all Work performed under the Contract Documents, Construction Manager transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Construction Manager is at Owner's sole risk and without liability or legal exposure to Construction Manager or anyone working by or through Construction Manager.
- 4.3 Owner's Limited License upon Owner's Termination for Convenience or Construction Manager's Election to Terminate.** If Owner terminates this Contract for its convenience as set forth in Article 8 hereof, or if Construction Manager elects to terminate this Contract in accordance with Section 11.4 of the General Conditions of Contract, Construction Manager shall, upon Owner's payment in full of the amounts due Construction Manager under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:
- 4.3.1** Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and
- 4.3.2** Construction Manager agrees to transfer at no cost the right to use any Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.
- 4.4 Owner's Limited License upon Construction Manager's Default.** If this Contract is terminated due to Construction Manager's default pursuant to Section 11.2 of the General Conditions of Contract, then Construction Manager grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Construction Manager was not in default, Owner shall be deemed to have terminated the Contract for convenience, and Construction Manager shall be entitled to the rights and remedies set forth in Section 4.3 above.

## ARTICLE 5 CONTRACT TIME

- 5.1 Date of Commencement.** After the Owner has accepted the GMP proposal in Accordance with Section 6.6 and when the Owner is ready for construction of the Project to begin, it shall give a written notice to proceed (“Owner’s Notice to Proceed”) to Construction Manager. The Work shall commence within ten (10) business days after the Owner’s Notice to Proceed is given, unless the parties mutually agree otherwise in writing. The date on which the Work commences shall be referred to as the Date of Commencement. The Construction Manager shall give Owner written notice of the Date of Commencement.
- 5.2 Substantial Completion and Final Completion.**
- 5.2.1** Substantial Completion of the entire Work shall be achieved no later than 365 calendar days after the Date of Commencement (“Scheduled Substantial Completion Date”). Substantial Completion is the date when all Work is complete pursuant to the definition of Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract.
- 5.2.2** Final Completion of the Work or identified portions of the Work shall be achieved no later than 395 calendar days after the Date of Commencement (“Scheduled Final Completion Date”). Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.6 of the General Conditions of Contract.
- 5.2.3** All of the dates set forth in this Article 5 (collectively the “Contract Time(s)”) shall be subject to adjustment in accordance with the General Conditions of Contract.
- 5.3 Time is of the Essence.** Owner and Construction Manager mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 5.4 Liquidated Damages.** Construction Manager understands that if Substantial and Final Completion Dates are not attained by the Scheduled Dates, Owner will suffer damages which are difficult to determine and accurately specify. Construction Manager agrees that if Substantial Completion Date is not met, the Construction Manager shall pay Owner two hundred fifty Dollars (\$250) as liquidated damages for each day that Substantial Completion extends beyond the completion date. In addition, the Construction Manager agrees that if Final Completion Date is not met, the Construction Manager shall pay Owner two hundred fifty Dollars (\$250) as liquidated damages for each day that Final Completion extends beyond the completion date. If both dates are not met simultaneously, the liquidated damages shall be additive.



## ARTICLE 6 CONTRACT PRICE

- 6.1 Contract Price.** Owner shall pay Construction Manager in accordance with Article 6 of this Contract and Article 6 of the General Conditions of Contract for Pre-Construction Services (Section 6.2 below), the Cost of the Work (Section 6.3 below), and a Construction Manager's Fee (Section 6.4 below). Payment for the Cost of the Work and Construction Manager's Fee will be subject to Owner's acceptance of the GMP established in accordance with Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract. The sum of all of the payments described in this Section 6.1 shall be referred to in this Contract as the "Contract Price."
- 6.2 Pre-Construction Services.** Construction Manager's Pre-Construction Services shall include, but are not limited to, design coordination and reviews, coordination with potential subcontractors and equipment suppliers, development of a Guaranteed Maximum Price (GMP), development of a project schedule, development of a schedule of values, and a variety of meetings with the Design Consultant and Owner. Owner shall pay the cost for Pre-Construction Services in accordance with Sections 6.3.2 and 6.3.3; and total reimbursable cost shall not exceed a maximum of four thousand nine hundred twenty-seven Dollars (\$4,927). Payment for Pre-Construction Services shall terminate on the date the GMP proposal is accepted by the Owner.
- 6.3 Cost of the Work.** The term Cost of the Work shall mean costs reasonably and actually incurred by Construction Manager in the proper performance of the Work. The Cost of the Work shall be based on the cost included in the GMP established in accordance with Section 6.6 hereof: Costs in the GMP shall include, but are not limited to, the following:
- 6.3.1** Wages of direct employees of Construction Manager performing the Work at the Site or, with Owner's agreement, at locations off the Site. Construction Labor Rates are set forth in Exhibit A of this Contract.
- 6.3.2** Wages or salaries of Construction Manager's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site. Supervisor and Administrative Labor Rates are set forth in the CMAR Proposal (Exhibit A of this Contract).
- 6.3.3** Costs incurred by Construction Manager in association with Sections 6.3.1 and 6.3.2 above shall include costs for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Construction Manager.
- 6.3.4** The reasonable cost of travel to the Project Site, accommodations and meals for Construction Manager's Supervisory or Administrative personnel necessarily and directly incurred in connection with the performance of the Work. Travel costs shall not exceed the per diem allowances and standard mileage rates as established by the United States Internal Revenue Service. Per Diem rates shall be based on the Denver Metropolitan area being the project location.
- 6.3.5** Payments properly made by Construction Manager to Subcontractors for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors. No separate mark-up is allowed for Subcontractors. However, the costs for management of the Subcontractors can be paid in accordance with the Labor Rates in Exhibit A.
- 6.3.6** Costs incurred by Construction Manager in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that the defective, damaged or nonconforming Work was caused by matters beyond the reasonable control of Construction Manager. If the costs associated with such Work are

recoverable from insurance or Subcontractors, Construction Manager shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

- 6.3.7** Costs for the procurement, transportation, inspection, testing, and storage and handling, of materials and supplies incorporated or reasonably used in completing the Work.
- 6.3.8** Costs (less salvage value) of materials, supplies, temporary facilities and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Construction Manager, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.
- 6.3.9** Costs of removal of debris and waste from the Site.
- 6.3.10** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.
- 6.3.11** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Construction Manager at the Site, whether rented from Construction Manager or others, and incurred in the performance of the Work.
- 6.3.12** Premiums for insurance and bonds required by this Contract or the performance of the Work.
- 6.3.13** All fuel and utility costs incurred in the performance of the Work.
- 6.3.14** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- 6.3.15** Costs for permits, royalties, licenses, tests and inspections incurred by Construction Manager as a requirement of the Contract Documents.
- 6.3.16** Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 6.3.17** Accounting and data processing costs related to the Work.
- 6.3.18** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- 6.4 Construction Manager's Fee.** In addition to the cost reimbursement due the Construction Manager in accordance with Sections 6.2 and 6.3, Owner shall pay Construction Manager a fixed fee ("Construction Manager's Fee"). The Construction Manager's Fee shall be calculated as follows:
  - 6.4.1** If the Work is conducted pursuant to Section 6.6.1.4.2, the Construction Manager's Fee shall be the percentage and amount as indicated in the CMAR Proposal, Exhibit A. This percentage, as stated in Exhibit A, is 9%. The Construction Manager's Fee shall be paid to Construction Manager as the Work progresses, as a part of each pay application, based on the amount of the Cost of the Work set forth in the pay application.
  - 6.4.2** If Owner accepts the GMP Proposal, pursuant to either Section 6.6.1.3 or 6.6.1.4.1, and if the final total Cost of the Work is lower than the amount of the Cost of the Work used to determine the accepted GMP (see Section 6.6.1.1.1.i), the total Construction Manager's Fee due to the Construction Manager

shall be the percentage based on the total Cost of the Work at the end of the project. If the Owner and Construction Manager mutually agree to modify the scope of the Work after the GMP is accepted and this modification results in a lower total Cost of the Work, the total Construction Manager's Fee shall be based on the lower total Cost of the Work. However, the Construction Manager shall be paid a portion of the savings based on the Shared Savings terms described in Section 6.6.2.

## **6.5 Non-Reimbursable Costs.**

**6.5.1** The following shall not be deemed to be included in determining the Cost of the Work:

- 6.5.1.1** Compensation for Construction Manager's personnel stationed at Construction Manager's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.
- 6.5.1.2** Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.
- 6.5.1.3** The cost of Construction Manager's capital used in the performance of the Work.
- 6.5.1.4** Costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.
- 6.5.1.5** Any work not specifically shown or described in the Construction Documents.

## **6.6 The Guaranteed Maximum Price ("GMP").**

**6.6.1** Established after Execution of this Contract.

**6.6.1.1 GMP Proposal.** Construction Manager shall submit a GMP Proposal to Owner during the period that pre-construction services are being completed which shall include the following, unless the parties mutually agree otherwise:

**6.6.1.1.1** The GMP shall be the sum of:

- i. The Cost of the Work as defined in Section 6.3 hereof;
- i. Construction Manager's Fee as defined in Section 6.4 hereof; and
- ii. Construction Manager's Contingency as defined in Section 6.6.1.1.4.

**6.6.1.1.2** The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria and Preliminary Construction Documents, which are set forth in detail and are attached to the GMP Proposal;

**6.6.1.1.3** A list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

**6.6.1.1.4** The Construction Managers Contingency shall be the contingency percentage and amount determined by the Construction Manager to be adequate to cover potential increases in the Cost of Work during the performance of the construction. This percentage, as stated in the CMAR proposal in Exhibit A, is 5%.

- 6.6.1.1.5 The Scheduled Substantial Completion Date established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;
  - 6.6.1.1.6 A schedule of values for all equipment to be used and work to be performed at the Site;
  - 6.6.1.1.7 Quotes from major equipment suppliers;
  - 6.6.1.1.8 Proposals from all major subcontractors;
  - 6.6.1.1.9 If applicable, a statement of additional services which may be performed but which are not included in the GMP and which, if performed with the written consent of the Owner, shall be the basis for an increase in the GMP and/or Contract Time(s); and
  - 6.6.1.1.10 The GMP Proposal must be accepted within 60 calendar days after the GMP Proposal is provided to Owner ("GMP Proposal Deadline").
- 6.6.1.2 Review and Adjustment to GMP Proposal.** Promptly after submission of the GMP Proposal, Construction Manager and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Construction Manager of such comments or findings. If appropriate, Construction Manager shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.
- 6.6.1.3 Acceptance of GMP Proposal.** If Owner accepts the GMP Proposal, as may be amended by Construction Manager, in writing on or before the GMP Proposal Deadline, the GMP and its basis shall be set forth in an amendment to this Contract.
- 6.6.1.4 Failure to Accept the GMP Proposal.** If Owner rejects the GMP Proposal, or fails to notify Construction Manager in writing on or before the GMP Proposal Deadline that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Construction Manager shall meet and confer as to how the Project will proceed, with Owner having the following options:
- 6.6.1.4.1 Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Construction Manager, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.1.3 above;
  - 6.6.1.4.2 Owner may authorize Construction Manager to continue to proceed with the Work on the basis of reimbursement as provided in Sections 6.3 and 6.4 hereof without a GMP, in which case all references in this Contract to the GMP shall not be applicable; or
  - 6.6.1.4.3 Owner may terminate this Contract for convenience in accordance with Article 8 hereof; provided, however, in this event, Construction Manager shall be entitled to the payment provided for in Section 8.1 hereof.

If Owner fails to exercise any of the above options on or before the GMP Proposal Deadline, Construction Manager shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.1.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Construction Manager shall be entitled to the payment provided for in Section 8.1 hereof.

## **6.6.2 Savings.**

- 6.6.2.1** If the sum of the actual Cost of the Work and Construction Manager's Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows: Twenty Five percent (25%) to Construction Manager and Seventy Five percent (75%) to Owner.
- 6.6.2.2** Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Construction Manager incurs costs after Final Completion which would have been payable to Construction Manager as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Construction Manager shall be paid by Owner accordingly.

## **ARTICLE 7 PROCEDURE FOR PAYMENT**

### **7.1 Progress Payments.**

- 7.1.1** Construction Manager shall submit to Owner by the first business day of each calendar month, beginning with the first month after the Date of Commencement, Construction Manager's application for payment in accordance with Article 6 of the General Conditions of Contract ("Application for Payment"). The Application for Payment shall be for the portion of the Work completed in the preceding calendar month.
- 7.1.2** Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.
- 7.1.3** The amount of Construction Manager's Fee to be included in Construction Manager's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Construction Manager's Fee.

### **7.2 Retainage on Progress Payments.**

- 7.2.1** Owner will retain five percent (5%) of each Application for Payment. Except as otherwise provided in Sections 7.2.2 and 7.3 below, the withheld amounts shall be retained by Owner until the Work is completed satisfactorily and finally accepted by Owner. Contractor may make written request of the Owner for early payment of the withheld percentage, and, if Owner finds satisfactory and substantial reasons exist for the early payment, Owner may agree to full or partial release of the withheld percentage.
- 7.2.2** If Owner finds that satisfactory progress is being made in any phase of the Work, it may, upon written request by Construction Manager, authorize final payment from the withheld amounts to the Construction Manager or its Subcontractors who have completed their work in a manner finally acceptable to Owner. Before the payment is made, Owner shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the Work.

- 7.3 Final Payment.** Construction Manager shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract, together with the information required by Section 6.7.2 of the General Conditions of Contract. Upon receipt of the Final Application for Payment and the information required by Section 6.7.2, and if Owner is satisfied that Construction Manager has achieved Final Completion of the Project and the Work, Owner shall publish a notice of final settlement as required by C.R.S. § 38-26-107. Owner shall thereafter make a final settlement and payment on Construction Manager's properly submitted and accurate Final Application for Payment promptly after the expiration of the ten day notice period set forth in C.R.S. § 38-26-107; provided, however, that if any claims are filed pursuant to this statute, Owner shall withhold funds from any amounts due to Construction Manager and pay such withheld amounts in the manner provided by C.R.S. § 38-26-107, *et seq.*
- 7.4 Record Keeping and Finance Controls.** Construction Manager acknowledges that this Contract is to be administered on an "open book" arrangement relative to Costs of the Work. Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. The Construction Manager shall submit with the Application for Progress Payment all documentation required to support the Cost of Work represented in the application. During the performance of the Work and for a period of three (3) years after Final Payment, Owner's agents, representatives and accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Construction Manager's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Construction Manager shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Construction Manager's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Construction Manager as part of this Contract are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Contract, with the composition of such multiplier or markup not being subject to audit.

## ARTICLE 8 TERMINATION FOR CONVENIENCE

- 8.1** Upon ten (10) days' written notice to Construction Manager, Owner may, for its convenience and without cause, elect to terminate this Contract. In such event, Owner shall pay Construction Manager for the following:
- 8.1.1** All Work executed and for proven loss, cost or expense in connection with the Work;
  - 8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and
  - 8.1.3** A proportional amount of the Construction Manager's Fee in accordance with the Cost of Work completed as of the termination date.
- 8.2** If Owner terminates this Contract pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof.

**ARTICLE 9 REPRESENTATIVES OF THE PARTIES**

**9.1 Owner’s Representatives.**

**9.1.1** Owner designates Kent Kisselman (Public Works Director), as its Senior Representative (“Owner Senior Representative”), to exercise the Owner’s authority and responsibility for avoiding and resolving disputes under Section 10 of the General Conditions of Contract and Mike Roman (Sr. Civil Engineer), as its representative (“Owner Representative”) to exercise the Owner’s authority and responsibility under Section 3.4 of the General Conditions of Contract. Their contact information is as follows:

Kent Kisselman, Public Works Director  
12301 Claude Court  
Northglenn, CO 80241-3310  
Telephone: 303.450.4005  
Email: kkissleman@northglenn.org

Mike Roman, Sr. Civil Engineer  
12301 Claude Court  
Northglenn, CO 80241-3310  
Telephone: 303.450.4079  
Email: mroman@northglenn.org

**9.2 Construction Manager’s Representatives.**

**9.2.1** Construction Manager designates the individual listed below as its Senior Representative (“Construction Manager’s Senior Representative”), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10 of the General Conditions of Contract:

~~Justin Whittaker  
General Manager, Rocky Mountain Region  
J.R. Filanc Construction Company, Inc.  
455 W. 115<sup>th</sup> Avenue, Suite 3  
Northglenn, CO 80234  
jwhittaker@filanc.com  
303.513.2559 Mobile 303.376.6337 Main 303.376.6338 Fax  
www.filanc.com~~

Andrew Hunley  
General Manager, Rocky Mountain Region  
J.R. Filanc Construction Company, Inc.  
455 W.115th Avenue, Suite 3  
Northglenn, CO 80234  
ahunley@filanc.com  
720.326.1426 Mobile 303.376.6337 Main  
303.376.6338 Fax  
www.filanc.com

Construction Manager designates the individual listed below as its Construction Manager’s Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

N/A

## ARTICLE 10 BONDS AND INSURANCE

- 10.1 Insurance.** Construction Manager shall procure insurance in accordance with the requirements hereto and in accordance with Article 5 of the General Conditions of Contract.
- 10.1.1** The Construction Manager agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Construction Manager pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Construction Manager shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- 10.1.2** Construction Manager shall procure and maintain, and shall cause all Subcontractors and Sub-Subcontractors to procure and maintain insurance coverage listed in subparagraphs (a)-(c) below. Such coverage shall be procured and maintained with firms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Construction Manager pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the General Conditions of Contract.
- a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract.
  - b) General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) per job aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations,) personal injury (including coverage for contractual and employee acts,) blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.
  - c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Construction Manager's owned, hired or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.
- 10.1.3** The policies required by paragraph (b) above and by paragraph (c) above shall be endorsed to include the Owner and the Owner's officers, directors and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, directors or employees shall be excess and not contributory insurance to that provided by Construction Manager. No additional insured endorsement to the policy required by paragraph (b) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Construction Manager shall be solely responsible for any deductible losses under any policy required above.



- 10.1.4** Construction Manager shall be responsible for purchasing and maintaining Builder's Risk Insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named, the Owner, the Construction Manager, the Subcontractors and their Subcontractors and shall insure against the loss from the perils of fire and all risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, defective design, negligent workmanship or defective materials. The Construction Manager shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.
- 10.1.5** Prior to the Date of Commencement set forth in Section 5.1, Construction Manager shall provide three (3) copies of certificates of insurance, issued by the insurance companies who are providing the insurance or their authorized agents, to Owner as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificates shall identify this Contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Owner. These certificates shall also be provided for the insurance required to be carried by all Subcontractors and Sub-Subcontractors before they start to perform any work on the Project.
- 10.1.6** Failure on the part of the Construction Manager to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Contract upon which the Owner may immediately terminate this Contract or, at its discretion, the Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all moneys so paid by the Owner shall be repaid by the Construction Manager or deducted from moneys due to Construction Manager.
- 10.1.7** The Owner reserves the right to request and receive, at any time(s), a certified copy of any policy and any endorsement thereto.
- 10.1.8** The parties hereto understand and agree that the Owner is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Owner and its officers, directors and employees.
- 10.1.9** Depending on the nature and scope of the service to be provided under this Contract, additional insurance requirements may be specified by the Owner.
- 10.1.10** The Construction Manager shall not commence work under this Contract until it has obtained all insurance required by this Contract, and the several provisions hereof, nor shall the Construction Manager allow any Subcontractor or Sub-Subcontractor to commence work on the Project until all similar insurance required by the Subcontractor or Sub-Subcontractor has been so obtained and approved.
- 102 Bonds and Other Performance Security.** Construction Manager shall provide the following performance bond and labor and material payment bond or other performance security:
- Prior to the Date of Commencement set forth in Section 5.1, Construction Manager shall furnish a Performance Bond and a Payment Bond, each in an amount at equal to the Contract Price as security for the faithful performance and payment of all of Construction Manager's obligations under the Contract Documents. These Bonds shall remain in effect for the duration of the Warranty Period. Construction Manager shall also furnish other Bonds that may be required by the General Conditions

of Contract. All Bonds shall be in the substance and form prescribed by the Contract Documents, shall comply with the requirements of C.R.S. §§ 38-26-105 and 106 and other applicable Colorado law, and shall be executed by such Sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, US Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the Authority to Act. If the Surety on any Bond furnished by the Construction Manager is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, the Construction Manager shall, within five (5) days thereafter, substitute another bond and Surety, both of which shall be acceptable to the Owner.

## **ARTICLE 11 OTHER PROVISIONS**

- 11.1** The General Conditions of Contract are attached to this Contract as Exhibit B and are incorporated herein by reference. The parties intend that the General Conditions of Contract be interpreted as being consistent with and complementary to the provisions of this Contract. However, if there is an irreconcilable inconsistency between any provision of this Contract and of the General Conditions of Contract, the General Conditions of Contract shall control.
- 11.2** Pursuant to C.R.S. § 24-91-103.6, Owner represents that the amount of money appropriated by it for the Project is equal to or in excess of the Contract Price.
- 11.3** The effective date of this Contract is the last date on which it is signed by the Owner and Construction Manager.
- 11.4** If any Legal Requirements require that certain terms and provisions be included in this Contract, or requires that certain actions be taken with respect to this Contract, such terms, conditions and requirements shall be deemed to be included herein whether or not they are expressly set forth in this Contract or the other Contract Documents.

In executing this Contract, Owner and Construction Manager each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate or other approvals to execute this Contract, and perform the services described herein.

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_

Name: Meredith Leighty

Title: Mayor

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffman, City Attorney

**CONSTRUCTION MANAGER – J.R. Filanc Construction**

By:  \_\_\_\_\_

Name: Omar Rodea

Title: President

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

*See attached*

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

by \_\_\_\_\_, as \_\_\_\_\_

of \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego )

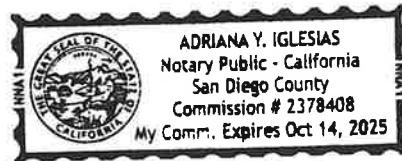
On September 19th, 2022 before me, Adriana Y. Iglesias, Notary Public  
(insert name and title of the officer)

personally appeared Omar Rodea,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 





**City of Northglenn**  
**Ferric Chloride Injection and Biofilter Project**  
**90% Design Cost Model**

8/10/2022

DIRECT COST - WORK ITEMS			Cost of Work
1	Bio Filter		\$ 1,356,198
2	Ferric Injection		\$ 543,922
Subtotal Direct Cost			\$ 1,900,120
		Insurance 1.00%	\$ 23,443
		Bond (2 Year Warranty) 1.35%	\$ 31,648
<b>Subtotal Cost of Work</b>			<b>\$ 1,955,211</b>
	Contractor Contingency	5.00%	\$ 97,761
	Material Escalation Contingency	5.00%	\$ 97,761
	Contractor Fee	9.00%	\$ 193,566
<b>Total 90% Design Cost Model</b>			<b>\$ 2,344,299</b>
	Preconstruction Phase Services		\$ 4,927.00
	<b>Total GMP</b>		<b>\$ 2,349,226</b>

Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	48,454	1,892,950	4,370	Labor Price	374,047	Labor Amount	Material Cost/Unit	Material Amount	1,037,897	Sub Cost/Unit	Sub Amount	367,352	Equip Amount	79,668	Other Amount	33,986
1	01			<b>Division 01 - General Requirements</b>																	
2	01	0		GENERAL CONDITIONS																	
3	01	0	01.000	General Conditions																	
4	01	0		Field Overhead - General Conditions Quick 1 LS -																	
5	01	0		Project Manager - Monthly Cost	3.00	Mo	73,118	519	132.50 /mh	68,768		/Mo	0	100.00 /Mo	300	2,550	1,500				
6	01	0		Asst. Project Manager - Monthly Cost	Mo.		0		132.50 /mh	0			0	/Mo.	0	0	0				
7	01	0		Scheduling Engineer - Lump Sum Cost	Hr		0		90.10 /mh	0		/Hr	0		0	0	0				
8	01	0		Startup & Commissioning Engineer - Monthly Cost	Mo.		0		94.34 /mh	0			0	/Mo.	0	0	0				
9	01	0		Project Engineer 1 - Monthly Cost	3.00	Mo.	52,262	519	94.34 /mh	48,962			0	100.00 /Mo.	300	1,500	1,500				
10	01	0		Project Engineer 2 - Monthly Cost	Mo.		0		94.34 /mh	0			0	/Mo.	0	0	0				
11	01	0		Scheduling Engineer - Monthly Cost	Mo.		0		90.10 /mh	0		/Mo.	0		0	0	0				
12	01	0		Jobsite Business Manager - Monthly Cost	Mo.		0		37.10 /mh	0			0	/Mo.	0	0	0				
13	01	0		Field Cost Accounting	1.00	Mo.	2,000		37.10 /mh	0		/Mo.	0		0	0	0				2,000
14	01	0		Purchasing Administration - Monthly Cost	Mo.		0		94.34 /mh	0		/Mo.	0		0	0	0				
15	01	0		Change Order Administration - Monthly Cost	Mo.		0		94.34 /mh	0		/Mo.	0		0	0	0				
16	01	0		Job Cost Administration - Monthly Cost	Mo.		0		37.10 /mh	0		/Mo.	0		0	0	0				
17	01	0		Safety Manager - Monthly Cost	Mo.		0		94.34 /mh	0			0	/Mo.	0	0	0				
18	01	0		General Superintendent - Monthly Cost	5.00	Mo.	106,275	865	114.48 /mh	99,025		/Mo.	0	100.00 /Mo.	500	4,250	2,500				
19	01	0		Labor Foreman - Monthly Cost	Mo.		0		90.10 /mh	0		/Mo.	0		0	0	0				
20	01	0		Field Office Trailer - Setup Costs - Lump Sum	LS		0			0		/LS	0		0	0	0				
21	01	0		Field Office Trailer for Filanc - Monthly Cost	5.00	Mo.	3,250			0		/Mo.	0	650.00 /Mo.	3,250	0	0				
22	01	0		Field Office Supplies for Filanc - Monthly Cost	8.00	Mo.	2,400			0		/Mo.	0		0	0	0				2,400
23	01	0		Move In - Lump Sum Cost	LS		0		81.43 /hr	0		/LS	0		0	0	0				
24	01	0		Yard - Setup Costs - Lump Sum	LS		0			0		/LS	0		0	0	0				
25	01	0		Move Out - Lump Sum Cost	LS		0		81.43 /hr	0		/LS	0		0	0	0				
26	01	0		Final Job Clean Up - Lump Sum Cost	LS		0		47.23 /hr	0			0		0	0	0				
27	01	0		Yard Expense (Field) - Set-Up	LS		0		47.23 /hr	0		/LS	0		0	0	0				
28	01	0		Construction Zone Fencing	1.00	LS	1,000			0		/LS	0	1,000.00 /LS	1,000	0	0				
29	01	0		Permits	1.00	LS	1,000			0		/LS	0		0	0	0				1,000
30	01	0		Licenses	LS		0			0		/LS	0		0	0	0				
31	01	0		SDBE Fees	LS		0			0		/LS	0		0	0	0				
32	01	0		Staff Vehicles - Monthly Cost	Mo.		0			0		/Mo.	0		0	0	0				
33	01	0		Fuel & Oil - Staff - Monthly Cost	Mo.		0			0		/Mo.	0		0	0	0				
34	01	0		Jobsite Vehicles - Monthly Cost	Mo.		0			0		/Mo.	0		0	0	0				
35	01	0		Vehicle Charges - Fastrack/Tolls - Monthly Cost	Mo.		0			0		/Mo.	0		0	0	0				
36	01	0		Small Tools and Hardware - Lump Sum Cost	1.00	LS	7,500			0		/LS	0		0	0	0				7,500
37	01	0		Drinking Water - Site - Monthly Cost	5.00	Mo.	1,000			0		/Mo.	0		0	0	0				1,000
38	01	0		Temp Power to Trailer	1.00	LS	2,500			0		/LS	0	2,500.00 /LS	2,500	0	0				
39	01	0		Construction Temporary Power - By Filanc - Monthly Cost	5.00	Mo.	2,500			0		/Mo.	0	500.00 /Mo.	2,500	0	0				
40	01	0		Construction Water - Lump Sum Cost	LS		0		68.67 /mh	0		/LS	0		0	0	0				
41	01	0		Construction Water - Monthly Cost	5.00	Mo.	1,250			0		/Mo.	0		0	0	1,250				
42	01	0		Sanitation - Septic Tanks - Monthly Cost	Mo.		0			0		/Mo.	0		0	0	0				
43	01	0		Sanitation - Monthly Cost	5.00	Mo.	1,750			0		/Mo.	0		0	0	1,750				
44	01	0		Dust Control - Monthly Cost	Mo.		0		68.67 /mh	0		/Mo.	0		0	0	0				
45	01	0		SWPPP Plan - Monthly Cost	Mo.		0		68.67 /mh	0		/Mo.	0		0	0	0				
46	01	0		SWPPP Plan - Sub Cost	LS		0			0		/LS	0		0	0	0				
47	01	0		Weather Protection Services	LS		0			0		/LS	0		0	0	0				
48	01	0		Rubbish - Monthly Cost	5.00	Mo.	4,217	25	68.67 /mh	1,717		/Mo.	0		0	0	0				2,500
49	01	0		Site Security - Monthly Cost	Mo.		0			0		/Mo.	0		0	0	0				
50	01	0		Sweeping Service - Monthly Cost	Mo.		0		68.67 /mh	0		/Mo.	0		0	0	0				
51	01	0		Storage Containers	8.00	Mo	2,000			0		/Mo.	0		0	0	2,000				
52	01	0		Offsite Storage / Parking - Monthly Cost	Mo.		0			0		/Mo.	0		0	0	0				
53	01	0		Sublet Testing & Inspection - Soils Compaction	0.50	LS	5,000			0		/LS	0	10,000.00 /LS	5,000	0	0				
54	01	0		Sublet Testing & Inspection - Concrete Cylinders	0.50	LS	5,000			0		/LS	0	10,000.00 /LS	5,000	0	0				
55	01	0		Engineering & Surveying - Lump Sum Cost	1.00	LS	2,000			0		/LS	0	2,000.00 /LS	2,000	0	0				
56	01	0		Startup - Power Costs	LS		0			0		/LS	0		0	0	0				
57	01	0		O&M Manuals	EA		0		37.10 /hr	0		/EA	0		0	0	0				
58	01	0		Owner/Operator Training - Monthly Cost	Mo.		0		90.10 /hr	0		/Mo.	0		0	0	0				
59	01	0		Warranty Work - 1 year inspection - Lump Sum Cost	LS		0		79.95 /mh	0		/LS	0		0	0	0				
60	20			<b>Bio Filter Site</b>																	
61	20	01.		Concrete																	
62	20	01.	03.000	Bio Filter Slab																	
63	20	01.		Bio Filter Slabs																	
64	20	01.		Fine Grade - Mat Slab	710.57	sf	976	14	68.67 /mh	976			0		0	0	0				
65	20	01.		Class II Base Bedding - Mat Foundation	13.16	cy	1,478	13	47.23 /ch	622	25.20 /cy	332	0		0	525	0				
66	20	01.		Class II Base Bedding Rollup	13.16	cy	0			0			0		0	0	0				
67	20	01.		Edge Forms for Mat Foundation - forms used 2 times or more	285.60	sf	6,428	71	79.95 /mh	5,708	2.52 /sf	720	0		0	0	0				
68	20	01.		Screeds SOG	711.00	sf	725	9	79.95 /mh	711	0.02 /sf	14	0		0	0	0				

Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	48,454	Grand Total Amount	1,892,950	Labor Hours	4,370	Labor Price	Labor Amount	374,047	Material Cost/Unit	Material Amount	1,037,897	Sub Cost/Unit	Sub Amount	367,352	Equip Amount	79,668	Other Amount	33,986
69	20	01.		Oil SOG Form	285.60	sf	37		0		79.95	/mh	26	0.04	/sf	11		0		0		0	
70	20	01.		Chamfer - Foundation & Slab Forms	228.48	lf	501		5		79.95	/mh	433	0.30	/lf	69		0		0		0	
71	20	01.		Anchor Bolt Blk Generic	24.00	ea	360						0	15.00	/ea	360		0		0		0	
72	20	01.		Slab Anchors Installed	24.00	ea	754		9		79.95	/mh	754			0		0		0		0	
73	20	01.		Slab Rebar by Subcontractor	4.21	tn	12,372						0			2,938.00	/tn	12,372		0		0	
74	20	01.		4000 psi Concrete	36.19	cy	7,201						0	199.00	/cy	7,201		0		0		0	
75	20	01.		Place Matt Foundation < 20 cyds	36.19	cy	1,193		17		68.67	/mh	1,193			0		0		0		0	
76	20	01.		Concrete Vibrator	36.19	cy	90						0			0		0		90		0	
77	20	01.		Finish- Hard Trowel - Mat Foundation	710.57	sf	744		9		55.75	/mh	521	0.20	/sf	142		0		81		0	
78	20	01.	3-	Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	285.60	sf	960		15		55.75	/mh	844	0.35	/sf	100		0		16		0	
79	20	01.		Cure - Filanc Generic - Mat Foundation	996.17	sf	675		10		55.75	/mh	555	0.12	/sf	120		0		0		0	
80	20	01.		Concrete Crane - Pouring Crane	6.70	hr	2,449		7		92.22	/hr	617			0		0		1,832		0	
81	20	01.		Concrete Pump 52 Meter (170') Boom Straight Time	36.19	cy	597						0			14.00	/cy	507		0		90	
82	20	01.		<b>Slab Concrete Rollup</b>	<b>36.19</b>	<b>cy</b>	<b>0</b>						<b>0</b>			<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>	
83	20	01.		<b>All Concrete Rollup</b>	<b>36.19</b>	<b>cy</b>	<b>0</b>						<b>0</b>			<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>	
84	20	01.		<b>Slab Horizontal Square Footage Rollup</b>	<b>710.57</b>	<b>sf</b>	<b>0</b>						<b>0</b>			<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>	
85	20	02.		<b>Below Ground Pipe</b>																			
86	20	02.	15.000	<b>FRP</b>																			
87	20	02.		<b>Pipe Bedding</b>																			
88	20	02.		AB Bedding	60.00	Tn	1,728						0	28.80	/Tn	1,728		0		0		0	
89	20	02.		<b>FRP Pipe</b>																			
90	20	02.		FRP Pipe 20"	40.00	LF	399		2		101.79	/hr	136	0		0		0		86		178	
91	20	02.		FRP Pipe 36" (Fiber Glass Systems) (Includes \$5,000.00 for Freight)	60.00	LF	54,955		3		101.79	/hr	204	905.93	/LF	54,356		0		128		267	
92	20	02.		Plastic Pipe Unload 20"	40.00	lf	14		0		94.47	/hr	12			0		0		2		0	
93	20	02.		Plastic Pipe Unload 36"	60.00	lf	28		1		94.47	/hr	24			0		0		4		0	
94	20	02.		Plastic Pipe String 20"	40.00	lf	227		4		175.90	/hr	207			0		0		17		3	
95	20	02.		Plastic Pipe String 36"	60.00	lf	235		4		94.47	/hr	202			0		0		32		1	
96	20	02.		Plastic Pipe Testing 20"	40.00	lf	123		1		162.86	/hr	122			0		0		0		2	
97	20	02.		Plastic Pipe Testing 36"	60.00	lf	357		5		210.09	/hr	353			0		0		0		4	
98	20	02.		FRP 90 20"	3.00	ea	2,624		36		223.13	/hr	2,008	0.00	/ea	0		0		616		0	
99	20	02.		FRP Red Tee 36x20"	3.00	ea	9,885		90		396.78	/hr	5,952	0.00	/ea	0		0		3,933		0	
100	20	02.		FRP Reducer 20x16"	3.00	ea	2,624		36		223.13	/hr	2,008	0.00	/ea	0		0		616		0	
101	20	02.		16" Flex Connector	3.00	ea	3,076		23		141.70	/hr	1,063	500.00	/ea	1,500		0		513		0	
102	20	02.		FRP Cap 20"	3.00	ea	2,624		36		223.13	/hr	2,008	0.00	/ea	0		0		616		0	
103	20	02.		FRP Flange 36"	1.00	ea	3,295		30		396.78	/hr	1,984	0.01	/ea	0		0		1,311		0	
104	20	02.		SS BNG Kit 20"	9.00	ea	8,313		62		175.90	/hr	3,641	500.00	/ea	4,500		0		100		72	
105	20	02.		SS BNG Kit 36"	1.00	ea	1,484		12		175.90	/hr	704	750.00	/ea	750		0		22		8	
106	20	02.		Linkseal 36"	40.00	ea	5,188		40		128.66	/hr	2,573	35.76	/ea	1,430		0		684		500	
107	20	02.	15.005	<b>Core Drill Existing</b>																			
108	20	02.		<b>Core Drilling</b>																			
109	20	02.		Core Drill 42.0" Hole	1.00	ea	3,000				47.23	/ch	0			3,000.00	/ea	3,000		0		0	
110	20	02.		<b>Core drill for 4" Drain</b>																			
111	20	02.		Core Drill 6.0" Hole	1.00	ea	150				47.23	/ch	0			150.00	/ea	150		0		0	
112	20	02.	15.010	<b>4" PVC Drain</b>																			
113	20	02.		<b>Insulate and Heat Trace Drain Line from Bio</b>																			
114	20	02.		INSulate 2" Pipe	3.00	EA	1,500						0	500.00	/EA	1,500		0		0		0	
115	20	02.		Heat Trace (w/Electrial)	3.00	EA	0						0			0.00	/EA	0		0		0	
116	20	02.		<b>2" Sch 80 CPVC</b>																			
117	20	02.		CPVC Pipe 2"	40.00	LF	350		2		128.66	/hr	147	3.00	/LF	120		0		78		5	
118	20	02.		Plastic Pipe Unload 2"	40.00	lf	9		0		94.47	/hr	7			0		0		1		0	
119	20	02.		Plastic Pipe String 2"	40.00	lf	22				94.47	/hr	18			0		0		3		0	
120	20	02.		Plastic Pipe Testing 2"	40.00	lf	98		1		128.66	/hr	96			0		0		0		2	
121	20	02.		CPVC Bend 45 2"	3.00	ea	186		1		81.43	/hr	81	30.00	/ea	90		0		15		0	
122	20	02.		CPVC Bend 90 2"	9.00	ea	559		3		81.43	/hr	244	30.00	/ea	270		0		44		0	
123	20	02.		CPVC Tee 2"	3.00	ea	186		1		81.43	/hr	81	30.00	/ea	90		0		15		0	
124	20	02.		CPVC Cleanout 2"	3.00	ea	102		1		81.43	/hr	81	2.00	/ea	6		0		15		0	
125	20	02.		Plastic Pipe Cut 2"	18.00	ea	88		1		81.43	/hr	73			0		0		13		1	
126	20	02.		Plastic Pipe Solvent Weld 2"	36.00	ea	175		2		81.43	/hr	147			0		0		27		1	
127	20	02.		<b>4" PVC Drain</b>																			
128	20	02.		4 PVC Sewer 90 Elbow Gasket X Gasket	1.00	ea	129		1		81.43	/hr	83	30.00	/ea	30		0		15		0	
129	20	02.		4 PVC Sewer 4 x 2 Reducing Tee Gasket X Gasket	3.00	ea	449		4		81.43	/hr	303	30.00	/ea	90		0		55		1	
130	20	02.		4 X 14 SDR35 PVC Gasket Joint Sewer Pipe	112.00	LF	868		6		141.70	/hr	265	4.00	/LF	448		0		128		28	
131	20	02.		Plastic Pipe Unload 6"	100.00	lf	35		1		94.47	/hr	30			0		0		5		1	
132	20	02.		Plastic Pipe String 6"	100.00	lf	76		1		94.47	/hr	64			0		0		10		2	
133	20	02.		Plastic Pipe Testing 6"	100.00	lf	308		4		162.86	/hr	304			0		0		0		4	
134	20	02.		Plastic Pipe Cut 4"	5.00	ea	87		1		175.90	/hr	59			0		0		23		6	
135	20	02.		Linkseal 6"	8.00	ea	257		2		81.43	/hr	190	6.25	/ea	50		0		7		10	
136	20	02																					

Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	48,454	1,892,950	4,370	Labor Price	374,047	Labor Amount	Material Cost/Unit	Material Amount	1,037,897	Sub Cost/Unit	Sub Amount	367,352	Equip Amount	79,668	Other Amount	33,986
137	20	02.		<b>Trenching D/L/B Pipeline</b>																	
138	20	02.		Sub Haul & Dump Fee's (SEO)	2.85	ld	855			0			0		150.00	/ld	427		0		427
139	20	02.		Pipeline Foreman	2.00	day	1,279	16	79.95	/hr	1,279	0	0		0		0		0		0
140	20	02.		D/L/B 4" Pipe	100.00	lf	14,659	144	4,274.20	/day	8,548	0	0		0		0		6,110		0
141	20	02.		Trench Spoil Haul Off Support (LE)	2.85	ld	72	0	69.34	/hr	34	0	0		0		0		39		0
142	20	02.		Squeegee	13.89	tn	471			0		33.90	/tn	471	0		0		0		0
143	20	02.		Squeegee	41.67	tn	1,413			0		33.90	/tn	1,413	0		0		0		0
144	20	02.		<b>Excavation Rollup</b>	<b>111.11</b>	<b>cy</b>	<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
145	20	02.		<b>Backfill Rollup</b>	<b>74.07</b>	<b>cy</b>	<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
146	20	02.		Pot Hole - Standard	2.00	ea	1,126	8	116.58	/hr	466	0	0		250.00	/ea	500		160		0
147	20	02.		Speed Shoring Trench Width 5' - 6'	20.00	ea	480			0		0	0		0		0		480		0
148	20	02.	15.015	<b>1" Feed Water</b>																	
149	20	02.		<b>Insulate and Heat Trace 1" Non Pot Line</b>																	
150	20	02.		INsulate 1" Pipe	90.00	LF	4,500			0		50.00	/LF	4,500	0		0		0		0
151	20	02.		Heat Trace (w/Electrical)	90.00	LF	0			0		0		0	0.00	/LF	0		0		0
152	20	02.		<b>1" Non Pot Line to Bio Filters</b>																	
153	20	02.		Copper Pipe 1"	160.00	LF	1,343	5	128.66	/hr	343	5.00	/LF	800	0		0		182		18
154	20	02.		Copper Pipe Unload 1"	160.00	lf	36	1	94.47	/hr	30	0	0		0		0		5		1
155	20	02.		Copper Pipe String 1"	160.00	lf	102	2	94.47	/hr	86	0	0		0		0		14		2
156	20	02.		Copper Pipe Testing 1"	160.00	lf	388	6	128.66	/hr	381	0	0		0		0		0		6
157	20	02.		Copper 90 1"	7.00	ea	565	5	128.66	/hr	300	15.00	/ea	105	0		0		160		0
158	20	02.		Copper Tee 1"	3.00	ea	265	2	128.66	/hr	129	22.50	/ea	68	0		0		68		0
159	20	02.		Copper Tee 2"	1.00	ea	144	1	128.66	/hr	64	45.00	/ea	45	0		0		34		0
160	20	02.		Copper Coupling 1"	8.00	ea	646	5	128.66	/hr	343	15.00	/ea	120	0		0		182		0
161	20	02.		Copper Reducing Coupling 2" x 1"	1.00	ea	129	1	128.66	/hr	64	30.00	/ea	30	0		0		34		0
162	20	02.		Copper Pipe Cut 1"	18.00	ea	122	2	128.66	/hr	113	0	0		0		0		8		2
163	20	02.		Copper Pipe Cut 2"	2.00	ea	19	0	128.66	/hr	18	0	0		0		0		1		0
164	20	02.		Copper Pipe Solder 1"	36.00	ea	1,196	12	128.66	/hr	772	0	0		0		0		410		14
165	20	02.		Copper Pipe Solder 2"	4.00	ea	1,000	3	128.66	/hr	170	0	0		0		0		826		3
166	20	02.		<b>1" Pipe on Bio Filters</b>																	
167	20	02.		Copper Pipe 1"	90.00	LF	755	3	128.66	/hr	193	5.00	/LF	450	0		0		103		10
168	20	02.		Copper Pipe Unload 1"	90.00	lf	20	0	94.47	/hr	17	0	0		0		0		3		0
169	20	02.		Copper Pipe String 1"	90.00	lf	57	1	94.47	/hr	49	0	0		0		0		8		1
170	20	02.		Copper Pipe Testing 1"	90.00	lf	218	3	128.66	/hr	214	0	0		0		0		0		4
171	20	02.		Copper 90 1"	3.00	ea	242	2	128.66	/hr	129	15.00	/ea	45	0		0		68		0
172	20	02.		Copper Coupling 1"	3.00	ea	242	2	128.66	/hr	129	15.00	/ea	45	0		0		68		0
173	20	02.		Copper Union 1"	3.00	ea	253	2	128.66	/hr	97	35.00	/ea	105	0		0		51		0
174	20	02.		Copper Pipe Cut 1"	9.00	ea	61	1	128.66	/hr	56	0	0		0		0		4		1
175	20	02.		Copper Pipe Solder 1"	18.00	ea	598	6	128.66	/hr	386	0	0		0		0		205		7
176	20	02.		<b>Trenching D/L/B Pipeline</b>																	
177	20	02.		Sub Haul & Dump Fee's (SEO)	1.22	ld	365			0			0		150.00	/ld	182		0		182
178	20	02.		Pipeline Foreman	2.00	day	1,279	16	79.95	/hr	1,279	0	0		0		0		0		0
179	20	02.		D/L/B 1" Pipe	160.00	lf	11,727	115	4,274.20	/day	6,839	0	0		0		0		4,888		0
180	20	02.		Trench Spoil Haul Off Support (LE)	1.22	ld	31	0	69.34	/hr	14	0	0		0		0		17		0
181	20	02.		Squeegee	8.89	tn	301			0		33.90	/tn	301	0		0		0		0
182	20	02.		Squeegee	14.82	tn	502			0		33.90	/tn	502	0		0		0		0
183	20	02.		<b>Excavation Rollup</b>	<b>47.41</b>	<b>cy</b>	<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
184	20	02.		<b>Backfill Rollup</b>	<b>31.61</b>	<b>cy</b>	<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
185	20	02.		Pot Hole - Standard	1.00	ea	563	4	116.58	/hr	233	0	0		250.00	/ea	250		80		0
186	20	02.		Speed Shoring Trench Width 0' - 2'	32.00	ea	416			0		0	0		0		0		416		0
187	20	02.		<b>Pipe Supports</b>																	
188	20	02.		1" Floor Mounted Unistrut SS	9.00	ea	1,047	7	93.24	/hr	503	50.00	/ea	450	0		0		80		13
189	20	02.		Anchor Bolts - Small	18.00	ea	558	5	105.05	/hr	378	10.00	/ea	180	0		0		0		0
190	20	02.	15.020	<b>Relocate 1" Water</b>																	
191	20	02.		<b>Relocate 1" Water</b>																	
192	20	02.		Copper Pipe 1"	60.00	LF	504	2	128.66	/hr	129	5.00	/LF	300	0		0		68		7
193	20	02.		Copper Pipe Unload 1"	60.00	lf	13	0	94.47	/hr	11	0	0		0		0		2		0
194	20	02.		Copper Pipe String 1"	60.00	lf	38	1	94.47	/hr	32	0	0		0		0		5		1
195	20	02.		Copper Pipe Testing 1"	60.00	lf	145	2	128.66	/hr	143	0	0		0		0		0		2
196	20	02.		Copper 90 1"	4.00	ea	323	3	128.66	/hr	172	15.00	/ea	60	0		0		91		0
197	20	02.		Copper Pipe Cut 1"	4.00	ea	27	0	128.66	/hr	25	0	0		0		0		2		0
198	20	02.		Copper Pipe Solder 1"	8.00	ea	266	3	128.66	/hr	172	0	0		0		0		91		3
199	20	02.		<b>Trenching D/L/B Pipeline</b>																	
200	20	02.		Sub Haul & Dump Fee's (SEO)	0.46	ld	137			0			0		150.00	/ld	68		0		68
201	20	02.		Pipeline Foreman	1.00	day	640	8	79.95	/hr	640	0	0		0		0		0		0
202	20	02.		D/L/B 4" Pipe	60.00	lf	5,864	58	4,274.20	/day	3,419	0	0		0		0		2,444		0
203	20	02.		Trench Spoil Haul Off Support (LE)	0.46	ld	12	0	69.34	/hr	5	0	0		0		0		6		0
204	20	02.		Squeegee	3.33	tn	113			0		33.90	/tn	113	0		0		0		0



Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	48,454	1,892,950	4,370	Labor Price	374,047	Labor Amount	Material Cost/Unit	Material Amount	1,037,897	Sub Cost/Unit	Sub Amount	367,352	Equip Amount	79,668	Other Amount	33,986
205	20	02.		Squeegee	5.56 tn		188			0		33.90 /tn	188			0		0		0	0
206	20	02.		<b>Excavation Rollup</b>	<b>17.78 cy</b>		<b>0</b>			<b>0</b>		<b>0</b>				<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
207	20	02.		<b>Backfill Rollup</b>	<b>11.85 cy</b>		<b>0</b>			<b>0</b>		<b>0</b>				<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
208	20	02.		Pot Hole - Standard	1.00 ea		563	4	116.58 /hr	233					250.00 /ea	250		80		0	0
209	20	02.	15.025	<b>Relocate 2" Gas Line</b>																	
210	20	02.		<b>Relocate Gas Line</b>																	
211	20	02.		Black T&C Pipe 2"	60.00 LF		425	2	128.66 /hr	154		3.00 /LF	180			0		82		9	9
212	20	02.		Black Pipe Unload 2"	60.00 lf		13	0	94.47 /hr	11			0			0		2		0	0
213	20	02.		Black Pipe String 2"	60.00 lf		38	1	94.47 /hr	32			0			0		5		1	1
214	20	02.		Black Pipe Testing 2"	60.00 lf		145	2	128.66 /hr	143			0			0		0		2	2
215	20	02.		Black MI 90 2"	4.00 ea		303	3	128.66 /hr	172		10.00 /ea	40			0		91		0	0
216	20	02.		Black Pipe Cut & Thread 2"	4.00 ea		913	13	128.66 /hr	841			0			0		56		16	16
217	20	02.		<b>Trenching D/L/B Pipeline</b>																	
218	20	02.		Sub Haul & Dump Fee's (SEO)	0.46 id		137			0					150.00 /id	68		0		68	68
219	20	02.		Pipeline Foreman	1.00 day		640	8	79.95 /hr	640			0			0		0		0	0
220	20	02.		D/L/B 4" Pipe	60.00 lf		5,864	58	4,274.20 /day	3,419			0			0		2,444		0	0
221	20	02.		Trench Spoil Haul Off Support (LE)	0.46 id		12	0	69.34 /hr	5			0			0		6		0	0
222	20	02.		Squeegee	3.33 tn		113			0		33.90 /tn	113			0		0		0	0
223	20	02.		Squeegee	5.56 tn		188			0		33.90 /tn	188			0		0		0	0
224	20	02.		<b>Excavation Rollup</b>	<b>17.78 cy</b>		<b>0</b>			<b>0</b>		<b>0</b>				<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
225	20	02.		<b>Backfill Rollup</b>	<b>11.85 cy</b>		<b>0</b>			<b>0</b>		<b>0</b>				<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
226	20	02.		Pot Hole - Standard	1.00 ea		563	4	116.58 /hr	233					250.00 /ea	250		80		0	0
227	20	06.		<b>Sitework</b>																	
228	20	06.	02.000	<b>Bio Filter Area</b>																	
229	20	06.		<b>Clear and Grub</b>																	
230	20	06.		Laborer #1	1.00 day		378	8	47.23 /mh	378			0			0		0		0	0
231	20	06.		Operating Engineer (backhoe) #1	1.00 day		555	8	69.35 /mh	555			0			0		0		0	0
232	20	06.		Operating Engineer (backhoe) #2	1.00 day		555	8	69.35 /mh	555			0			0		0		0	0
233	20	06.		Backhoe #1 Day	1.00 day		319			0			0			0		319		0	0
234	20	06.		Loader Cat 951 #2 Day	1.00 day		638			0			0			0		638		0	0
235	20	06.		Tools #1 Day	1.00 day		27			0			0			0		27		0	0
236	20	06.		<b>Import and Place</b>																	
237	20	06.		Laborer #1	5.00 day		1,889	40	47.23 /mh	1,889			0			0		0		0	0
238	20	06.		Operating Engineer (backhoe) #1	5.00 day		2,774	40	69.35 /mh	2,774			0			0		0		0	0
239	20	06.		Operating Engineer (backhoe) #2	5.00 day		2,774	40	69.35 /mh	2,774			0			0		0		0	0
240	20	06.		Operating Engineer (backhoe) #3	5.00 day		2,774	40	69.35 /mh	2,774			0			0		0		0	0
241	20	06.		Operating Engineer (backhoe) #4	5.00 day		2,774	40	69.35 /mh	2,774			0			0		0		0	0
242	20	06.		Operating Engineer (backhoe) #5	5.00 day		2,774	40	69.35 /mh	2,774			0			0		0		0	0
243	20	06.		Backhoe #1 Day	5.00 day		1,596			0			0			0		1,596		0	0
244	20	06.		Loader Cat 951 #1 Day	5.00 day		3,192			0			0			0		3,192		0	0
245	20	06.		Tools #1 Day	5.00 day		137			0			0			0		137		0	0
246	20	06.		48" Sheeps Foot Compactor	5.00 day		958			0			0			0		958		0	0
247	20	06.		Water Truck #1 Day	5.00 day		1,368			0			0			0		1,368		0	0
248	20	06.		Structural Fill	2,300.00 Tn		50,140			0		21.80 /Tn	50,140			0		0		0	0
249	20	06.		AB Base	200.00 Tn		5,760			0		28.80 /Tn	5,760			0		0		0	0
250	20	06.	02.005	<b>Over Ex and Place Structural Fill</b>																	
251	20	06.		<b>Over Ex and Place on site</b>																	
252	20	06.		Operating Engineer (backhoe) #1	1.00 day		555	8	69.35 /mh	555			0			0		0		0	0
253	20	06.		Operating Engineer (backhoe) #2	1.00 day		555	8	69.35 /mh	555			0			0		0		0	0
254	20	06.		Cat 345 Excavator	1.00 day		1,594	8	69.35 /hr	555			0			0		1,040		0	0
255	20	06.		Loader Cat 951 #1 Day	1.00 day		638			0			0			0		638		0	0
256	20	06.		Tools #1 Day	1.00 day		27			0			0			0		27		0	0
257	20	06.		Water Truck #1 Day	1.00 day		274			0			0			0		274		0	0
258	20	06.		Structural Fill	450.00 Tn		9,810			0		21.80 /Tn	9,810			0		0		0	0
259	20	06.	02.010	<b>Gravel around Bio Filters</b>																	
260	20	06.		<b>Gravel around Bio Filters</b>																	
261	20	06.		General Foreman	1.00 day		721	8	90.10 /mh	721			0			0		0		0	0
262	20	06.		Laborer #1	1.00 day		378	8	47.23 /mh	378			0			0		0		0	0
263	20	06.		Laborer #2	1.00 day		378	8	47.23 /mh	378			0			0		0		0	0
264	20	06.		Laborer #3	1.00 day		378	8	47.23 /mh	378			0			0		0		0	0
265	20	06.		Operating Engineer (backhoe) #1	1.00 day		555	8	69.35 /mh	555			0			0		0		0	0
266	20	06.		Backhoe #1 Day	1.00 day		319			0			0			0		319		0	0
267	20	06.		Earth Tamper/Wacker/Compactor #1 Day	1.00 day		119			0			0			0		119		0	0
268	20	06.		Earth Tamper/Wacker/Compactor #2 Day	1.00 day		119			0			0			0		119		0	0
269	20	06.		Tools #1 Day	1.00 day		27			0			0			0		27		0	0
270	20	06.		3/4" Clean Gravel	30.00 Tn		900			0		30.00 /Tn	900			0		0		0	0
271	20	06.		<b>Subcontractor #1</b>	<b>1.00 ls</b>		<b>0</b>			<b>0</b>		<b>0</b>				<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
272	20	06.		<b>Subcontractor #2</b>	<b>1.00 ls</b>		<b>0</b>			<b>0</b>		<b>0</b>				<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>

Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Equip Amount	Other Amount
273	20	09.		<b>Mechanical</b>											
274	20	09.	11.005	<b>Install System</b>											
275	20	09.		<b>Odor Control System</b>											
276	20	09.		Odor Control - Evoqua	3.00 ea	652,243			0	217,414.33 /ea	652,243		0	0	0
277	20	09.		Neoprene Rubber Sheet of 60 Durometer	800.00 SF	4,000			0	5.00 /SF	4,000		0	0	0
278	20	09.		2" Insulation Board	800.00 sf	1,600			0	2.00 /sf	1,600		0	0	0
279	20	09.		<b>Set Filters</b>											
280	20	09.		Millwright #1	3.00 day	1,919	24	79.95 /mh	1,919		0		0	0	0
281	20	09.		Laborer #1	3.00 day	1,134	24	47.23 /mh	1,134		0		0	0	0
282	20	09.		Laborer #2	3.00 day	1,134	24	47.23 /mh	1,134		0		0	0	0
283	20	09.		Laborer #3	3.00 day	1,134	24	47.23 /mh	1,134		0		0	0	0
284	20	09.		Crane 50 ton (or 40 ton) #1 Day	3.00 day	6,000			0		2,000.00 /day		6,000	0	0
285	20	09.		Loader Cat 951 #1 Day	3.00 day	1,915			0		0		0	1,915	0
286	20	09.		Tools #1 Day	3.00 day	450			0		0		0	450	0
287	20	09.		MSC. Material #2	1.00 ls	250			0	250.00 /ls	250		0	0	0
288	20	09.		<b>Insulate and Heat Trace</b>											
289	20	09.		Insulate and Heat Trace	100.00 LF	20,000			0		200.00 /LF		20,000	0	0
290	20	11.		<b>Elec. / Inst.</b>											
291	20	11.	16.000	<b>Electrical</b>											
292	20	11.		<b>Electrical Sub LS</b>											
293	20	11.		Weifield Electric	1.00 ls	137,042			0		135,350.00 /ls		135,350	0	1,692
294	20	11.		Weifield Electric Option 1	1.00 ls	7,341			0		7,250.00 /ls		7,250	0	91
294	25			<b>Ferric Injection Site</b>											
295	25	01.		<b>Concrete</b>											
296	25	01.	25.005	<b>Conc. Slabs</b>											
297	25	01.		<b>Over Ex / SGP / Structural Fill / Haul Existing - Tank Slab</b>											
298	25	01.		General Foreman	2.00 day	1,442	16	90.10 /mh	1,442		0		0	0	0
299	25	01.		Laborer #1	2.00 day	756	16	47.23 /mh	756		0		0	0	0
300	25	01.		Laborer #2	2.00 day	756	16	47.23 /mh	756		0		0	0	0
301	25	01.		Laborer #3	2.00 day	756	16	47.23 /mh	756		0		0	0	0
302	25	01.		Operating Engineer (backhoe) #1	2.00 day	1,110	16	69.35 /mh	1,110		0		0	0	0
303	25	01.		Backhoe #1 Day	2.00 day	638			0		0		0	638	0
304	25	01.		Earth Tamper/Wacker/Compactor #1 Day	2.00 day	237			0		0		0	237	0
305	25	01.		Earth Tamper/Wacker/Compactor #2 Day	2.00 day	237			0		0		0	237	0
306	25	01.		Tools #1 Day	2.00 day	55			0		0		0	55	0
307	25	01.		Water Truck #1 Day	2.00 day	547			0		0		0	547	0
308	25	01.		Select Granular Fill	100.00 Tn	3,000			0	30.00 /Tn	3,000		0	0	0
309	25	01.		Haul Existing	50.00 Cy	500			0		10.00 /Cy		500	0	0
310	25	01.		<b>Over Ex / SGP / Structural Fill / Haul Existing - Pump Housing Slab</b>											
311	25	01.		General Foreman	1.00 day	721	8	90.10 /mh	721		0		0	0	0
312	25	01.		Laborer #1	1.00 day	378	8	47.23 /mh	378		0		0	0	0
313	25	01.		Laborer #2	1.00 day	378	8	47.23 /mh	378		0		0	0	0
314	25	01.		Laborer #3	1.00 day	378	8	47.23 /mh	378		0		0	0	0
315	25	01.		Operating Engineer (backhoe) #1	1.00 day	555	8	69.35 /mh	555		0		0	0	0
316	25	01.		Backhoe #1 Day	1.00 day	319			0		0		0	319	0
317	25	01.		Earth Tamper/Wacker/Compactor #1 Day	1.00 day	119			0		0		0	119	0
318	25	01.		Earth Tamper/Wacker/Compactor #2 Day	1.00 day	119			0		0		0	119	0
319	25	01.		Tools #1 Day	1.00 day	27			0		0		0	27	0
320	25	01.		Water Truck #1 Day	1.00 day	274			0		0		0	274	0
321	25	01.		Select Granular Fill	40.00 Tn	1,200			0	30.00 /Tn	1,200		0	0	0
322	25	01.		Haul Existing	20.00 Cy	200			0		10.00 /Cy		200	0	0
323	25	01.		<b>Pump Housing Slab</b>											
324	25	01.		Fine Grade - Mat Slab	53.13 sf	73	1	68.67 /mh	73		0		0	0	0
325	25	01.		Class II Base Bedding - Mat Foundation	0.98 cy	42	0	47.23 /ch	9	25.20 /cy	25		0	8	0
326	25	01.		<b>Class II Base Bedding Rollup</b>	<b>0.98 cy</b>	<b>0</b>			<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>
327	25	01.		Edge Forms for Mat Foundation - forms used 2 times or more	34.52 sf	639	7	79.95 /mh	552	2.52 /sf	87		0	0	0
328	25	01.		Screeds SOG	54.00 sf	55	1	79.95 /mh	54	0.02 /sf	1		0	0	0
329	25	01.		Oil SOG Form	34.52 sf	5	0	79.95 /mh	3	0.04 /sf	1		0	0	0
330	25	01.		Chamfer - Foundation & Slab Forms	29.50 lf	65	1	79.95 /mh	56	0.30 /lf	9		0	0	0
331	25	01.		Anchor Bolt Blk Generic	8.00 ea	120			0	15.00 /ea	120		0	0	0
332	25	01.		Slab Anchors Installed	8.00 ea	251	3	79.95 /mh	251		0		0	0	0
333	25	01.		Slab Rebar by Subcontractor	0.30 tn	867			0		2,938.00 /tn		867	0	0
334	25	01.		4000 psi Concrete	3.00 cy	597			0	199.00 /cy	597		0	0	0
335	25	01.		Place Matt Foundation < 20 cyds	3.00 cy	99	1	68.67 /mh	99		0		0	0	0
336	25	01.		Concrete Vibrator	3.00 cy	8			0		0		0	8	0
337	25	01.		Finish- Hard Trowel - Mat Foundation	53.13 sf	56	1	55.75 /mh	39	0.20 /sf	11		0	6	0
338	25	01.		3 - Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortar	34.52 sf	116	2	55.75 /mh	102	0.35 /sf	12		0	2	0
339	25	01.		Cure - Filanc Generic - Mat Foundation	87.64 sf	24	0	55.75 /mh	14	0.12 /sf	11		0	0	0

Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	48,454	1,892,950	4,370	Labor Price	374,047	Labor Amount	Material Cost/Unit	1,037,897	Material Amount	Sub Cost/Unit	367,352	Sub Amount	Equip Amount	79,668	Other Amount	33,986
340	25	01.		<b>Slab Concrete Rollup</b>	<b>3.00 cy</b>		<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
341	25	01.		<b>All Concrete Rollup</b>	<b>3.00 cy</b>		<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
342	25	01.		<b>Slab Horizontal Square Footage Rollup</b>	<b>53.13 sf</b>		<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
343	25	01.		<b>Tank Slab</b>																	
344	25	01.		Fine Grade - Mat Slab	210.00 sf		288	4	68.67 /mh	288			0			0		0		0	0
345	25	01.		Class II Base Bedding - Mat Foundation	3.89 cy		267	2	47.23 /ch	92		25.20 /cy	98			0		78		0	0
346	25	01.		<b>Class II Base Bedding Rollup</b>	<b>3.89 cy</b>		<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
347	25	01.		Edge Forms for Mat Foundation - forms used 2 times or more	72.54 sf		1,782	20	79.95 /mh	1,599		2.52 /sf	183			0		0		0	0
348	25	01.		Screeds SOG	210.00 sf		214	3	79.95 /mh	210		0.02 /sf	4			0		0		0	0
349	25	01.		Oil SOG Form	72.54 sf		10	0	79.95 /mh	7		0.04 /sf	3			0		0		0	0
350	25	01.		Chamfer - Foundation & Slab Forms	62.00 lf		167	2	79.95 /mh	149		0.30 /lf	19			0		0		0	0
351	25	01.		Anchor Bolt Bk Generic	12.00 ea		180			0		15.00 /ea	180			0		0		0	0
352	25	01.		Slab Anchors Installed	12.00 ea		480	6	79.95 /mh	480			0			0		0		0	0
353	25	01.		Slab Rebar by Subcontractor	1.17 in		3,423			0			2,938.00 /tn			3,423		0		0	0
354	25	01.		4000 psi Concrete	10.01 cy		1,992			0		199.00 /cy	1,992			0		0		0	0
355	25	01.		Place Matt Foundation < 20 cyds	10.01 cy		330	5	68.67 /mh	330			0			0		0		0	0
356	25	01.		Concrete Vibrator	10.01 cy		25			0			0			0		25		0	0
357	25	01.		Finish- Hard Trowel - Mat Foundation	210.00 sf		220	3	55.75 /mh	154		0.20 /sf	42			0		24		0	0
358	25	01.	3 -	Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortor	72.54 sf		244	4	55.75 /mh	214		0.35 /sf	25			0		4		0	0
359	25	01.		Cure - Filanc Generic - Mat Foundation	282.54 sf		79	1	55.75 /mh	45		0.12 /sf	34			0		0		0	0
360	25	01.		<b>Slab Concrete Rollup</b>	<b>10.01 cy</b>		<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
361	25	01.		<b>All Concrete Rollup</b>	<b>10.01 cy</b>		<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
362	25	01.		<b>Slab Horizontal Square Footage Rollup</b>	<b>210.00 sf</b>		<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
363	25	01.		<b>Maintenance Pad Ferric Tanks</b>																	
364	25	01.		Edge Form > 8in - Equipment Pad	29.00 sf		278	4	63.59 /mh	240		1.31 /sf	38			0		0		0	0
365	25	01.		Oil SOG Form	29.00 sf		4	0	79.95 /mh	3		0.04 /sf	1			0		0		0	0
366	25	01.		Screeds for Concrete - Small Pads / Mechanical Pads	72.00 sf		153	2	79.95 /mh	152		0.02 /sf	1			0		0		0	0
367	25	01.		Chamfer - Foundation & Slab Forms	58.00 lf		127	1	79.95 /mh	110		0.30 /lf	17			0		0		0	0
368	25	01.		Slab Rebar by Subcontractor	0.22 in		638			0			2,938.02 /tn			638		0		0	0
369	25	01.		Drill and Epoxy Rebar	30.00 ea		1,493	15	79.95 /mh	1,199		9.50 /ea	285			0		9		0	0
370	25	01.		4000 psi Concrete	3.67 cy		730			0		199.00 /cy	730			0		0		0	0
371	25	01.		Place Slab on Grade < 20 cyds	3.67 cy		121	2	68.67 /mh	121			0			0		0		0	0
372	25	01.		Concrete Vibrator	3.67 cy		9			0			0			0		9		0	0
373	25	01.		Concrete Finish Equipment Pad Rectangle/Square Medium	180.00 sf		1,541	27	55.75 /mh	1,505		0.20 /sf	36			0		0		0	0
374	25	01.	3 -	Remove Fins, Offsets, Cure Membrane, Grind Projections Smooth. Fill Depressions 1/4 in or larger, Tie Holes w/mortor	29.00 sf		97	2	55.75 /mh	86		0.35 /sf	10			0		2		0	0
375	25	01.		Sandblasting - Slabs	180.00 sf		323	4	47.23 /mh	177		0.30 /sf	54			0		92		0	0
376	25	01.		Cure - Filanc Generic	209.00 sf		58	1	55.75 /mh	33		0.12 /sf	25			0		0		0	0
377	25	01.		<b>Slab Concrete Rollup</b>	<b>3.67 cy</b>		<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
378	25	01.		<b>All Concrete Rollup</b>	<b>3.67 cy</b>		<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
379	25	01.		<b>Slab Horizontal Square Footage Rollup</b>	<b>180.00 sf</b>		<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
380	25	02.		<b>Below Ground Pipe</b>																	
381	25	02.	25.000	<b>3/4" Water Service</b>																	
382	25	02.		<b>SWPPP</b>																	
383	25	02.		SWPPP Construction Entrance - 50' x 15' x 6" TK 3" minus	1.00 ea		2,000			0			2,000.00 /ea			2,000		0		0	0
384	25	02.		Reseed Site for Winter	22,400.00 sf		1,551	22	47.23 /ch	1,058		0.02 /sf	493			0		0		0	0
385	25	02.		Straw Wattles	500.00 LF		700			0		1.40 /LF	700			0		0		0	0
386	25	02.		SWPPP Weekly Maintenance Inspections	1.00 ea		225			0		225.00 /ea	225			0		0		0	0
387	25	02.		SWPPP Rain Event Inspection	1.00 ea		300			0		300.00 /ea	300			0		0		0	0
388	25	02.		<b>Plastic Piping</b>																	
389	25	02.		PVC Pipe 3/4"	1,120.00 LF		2,240			0		2.00 /LF	2,240			0		0		0	0
390	25	02.		Plastic Pipe Unload 3/4"	1,120.00 lf		114	2	94.47 /hr	94			0			0		15		4	4
391	25	02.		Plastic Pipe String 3/4"	1,120.00 lf		256	4	94.47 /hr	212			0			0		33		11	11
392	25	02.		Plastic Pipe Testing 3/4"	1,120.00 lf		621	9	128.66 /hr	576			0			0		0		45	45
393	25	02.		PVC Bend 45 3/4"	1.00 ea		5			0		5.00 /ea	5			0		0		0	0
394	25	02.		PVC Tee 2" x 3/4"	1.00 ea		10			0		10.00 /ea	10			0		0		0	0
395	25	02.		PVC Coupling 3/4"	10.00 ea		20			0		2.00 /ea	20			0		0		0	0
396	25	02.		Plastic Pipe Cut 3/4"	12.00 ea		1			0			0			0		0		1	1
397	25	02.		Plastic Pipe Solvent Weld 3/4"	25.00 ea		1			0			0			0		0		1	1
398	25	02.		PVC Ball Valve 2"	1.00 ea		25			0		25.00 /ea	25			0		0		0	0
399	25	02.		PVC Ball Valve 3/4"	1.00 ea		15			0		15.00 /ea	15			0		0		0	0
400	25	02.		Valve Box	2.00 ea		700		128.66 /hr	0		350.00 /ea	700			0		0		0	0
401	25	02.		<b>Trenching D/L/B Pipeline</b>																	
402	25	02.		Sub Haul & Dump Fee's (SEO)	5.00 ld		1,500			0			150.00 /ld			750		0		750	750
403	25	02.		Pipeline Foreman	2.00 day		1,279	16	79.95 /hr	1,279			0			0		0		0	0
404	25	02.		D/L/B 3/4" Pipe	1,120.00 lf		14,659	144	4,274.20 /day	8,548			0			0		6,110		0	0
405	25	02.		Trench Spoil Haul Off Support (LE)	12.76 ld		324	2	69.34 /hr	150			0			0		173		0	0
406	25	02.		Squeegee	155.56 in		5,273			0		33.90 /tn	5,273			0		0		0	0
407	25	02.		<b>Excavation Rollup</b>	<b>497.78 cy</b>		<b>0</b>			<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	48,454	Grand Total Amount	1,892,950	Labor Hours	4,370	Labor Price	Labor Amount	374,047	Material Cost/Unit	Material Amount	1,037,897	Sub Cost/Unit	Sub Amount	367,352	Equip Amount	79,668	Other Amount	33,986
408	25	02.		<b>Backfill Rollup</b>	<b>331.85 cy</b>		<b>0</b>					<b>0</b>			<b>0</b>			<b>0</b>		<b>0</b>		<b>0</b>	
409	25	02.		Pot Hole - Standard	5.00 ea		2,815		20		116.58 /hr	1,166			0	250.00 /ea		1,250		399		0	
410	25	02.		Speed Shoring Trench Width 3' - 4'	224.00 ea		3,808				/ea	0			0			0		3,808		0	
411	25	03.		<b>Above Ground Pipe</b>																			
412	25	03.	25.050	<b>Above Grade Pipe</b>																			
413	25	03.		<b>Pipe Insulation</b>																			
414	25	03.		Pipe Insulation Sub	80.00 LF		4,000					0			0	50.00 /LF		4,000		0		0	
415	25	03.		<b>Eye Wash</b>																			
416	25	03.		Pipe Fitter #1	1.00 day		651		8		81.43 /mh	651			0			0		0		0	
417	25	03.		Laborer #1	1.00 day		378		8		47.23 /mh	378			0			0		0		0	
418	25	03.		Laborer #2	1.00 day		378		8		47.23 /mh	378			0			0		0		0	
419	25	03.		Tools #1 Day	1.00 day		27					0			0			0		27		0	
420	25	03.		Eye Wash	1.00 ls		2,500					0	2,500.00 /ls		2,500			0		0		0	
421	25	03.		<b>Yard Hydrant</b>																			
422	25	03.		Pipe Fitter #1	1.00 day		651		8		81.43 /mh	651			0			0		0		0	
423	25	03.		Laborer #1	1.00 day		378		8		47.23 /mh	378			0			0		0		0	
424	25	03.		Laborer #2	1.00 day		378		8		47.23 /mh	378			0			0		0		0	
425	25	03.		Tools #1 Day	1.00 day		27					0			0			0		27		0	
426	25	03.		Yard Hydrant	1.00 ls		500					0	500.00 /ls		500			0		0		0	
427	25	03.		<b>2" Sch 80 PVC Feed Lines</b>																			
428	25	03.		PVC DBL Containment Pipe 1/2x2"	60.00 LF		2,530		6		128.66 /hr	406	35.00 /LF		2,100			0		0		24	
429	25	03.		Plastic Pipe Unload	60.00 lf		13		0		94.47 /hr	11			0			0		2		0	
430	25	03.		Plastic Pipe String	60.00 lf		32		1		94.47 /hr	28			0			0		4		1	
431	25	03.		Plastic Pipe Testing	60.00 lf		185		2		162.86 /hr	182			0			0		0		2	
432	25	03.		PVC DBL Containment 90 1/2x2"	7.00 ea		1,188		7		128.66 /hr	450	105.00 /ea		735			0		0		3	
433	25	03.		PVC DBL Containment Tee 1/2x2"	4.00 ea		593		3		128.66 /hr	172	105.00 /ea		420			0		0		2	
434	25	03.		PVC DBL Containment Cut 1/2x2"	10.00 ea		68		1		128.66 /hr	64			0			0		0		4	
435	25	03.		Check Valve, PVC 2"	1.00 ea		99		1		81.43 /hr	41	50.00 /ea		50			0		7		0	
436	25	03.		PVC True Union Ball Valve 2"	8.00 ea		588		4		81.43 /hr	326	25.00 /ea		200			0		59		3	
437	25	03.		Sleeve / Cast In 2"	1.00 ea		56		0		81.43 /hr	6	50.00 /ea		50			0		0		0	
438	25	03.		Linkseal 2"	5.00 ea		2,323		1		81.43 /hr	63	6.25 /ea		31			0		2,225		3	
439	25	03.		Back Pressure Valve	2.00 ea		90		1		81.43 /hr	81			0			0		4		5	
440	25	03.		Calibration Column	1.00 ea		45		1		81.43 /hr	41			0			0		2		3	
441	25	03.		Ultrasonic Level Sensor	4.00 ea		180		2		81.43 /hr	163			0			0		7		10	
442	25	03.		<b>2" Drain Lines Sch 80 CPVC</b>																			
443	25	03.		CPVC Pipe 2"	40.00 LF		350		2		128.66 /hr	147	3.00 /LF		120			0		78		5	
444	25	03.		Plastic Pipe Unload 2"	40.00 lf		9		0		94.47 /hr	7			0			0		1		0	
445	25	03.		Plastic Pipe String 2"	40.00 lf		22		0		94.47 /hr	18			0			0		3		0	
446	25	03.		Plastic Pipe Testing 2"	40.00 lf		98		1		128.66 /hr	96			0			0		0		2	
447	25	03.		CPVC Bend 90 2"	2.00 ea		124		1		81.43 /hr	54	30.00 /ea		60			0		10		0	
448	25	03.		CPVC Tee 2"	1.00 ea		62		0		81.43 /hr	27	30.00 /ea		30			0		5		0	
449	25	03.		CPVC Union 2"	2.00 ea		154		1		81.43 /hr	54	45.00 /ea		90			0		10		0	
450	25	03.		Plastic Pipe Cut 2"	5.00 ea		24		0		81.43 /hr	20			0			0		4		0	
451	25	03.		Plastic Pipe Solvent Weld 2"	11.00 ea		53		1		81.43 /hr	45			0			0		8		0	
452	25	03.		CPVC Ball Valve 2"	2.00 ea		247		1		81.43 /hr	81	75.00 /ea		150			0		15		1	
453	25	03.		Sleeve / Cast In 2"	1.00 ea		56		0		81.43 /hr	6	50.00 /ea		50			0		0		0	
454	25	03.		Linkseal 2"	5.00 ea		2,323		1		81.43 /hr	63	6.25 /ea		31			0		2,225		3	
455	25	03.		<b>3" Fill lines</b>																			
456	25	03.		CPVC Pipe 3"	40.00 LF		3,022		4		128.66 /hr	257	10.00 /LF		400			0		2,359		5	
457	25	03.		Plastic Pipe Unload 3"	40.00 lf		9		0		94.47 /hr	7			0			0		1		0	
458	25	03.		Plastic Pipe String 3"	40.00 lf		22		0		94.47 /hr	18			0			0		3		0	
459	25	03.		Plastic Pipe Testing 3"	40.00 lf		123		1		162.86 /hr	122			0			0		0		2	
460	25	03.		CPVC Bend 90 3"	6.00 ea		964		3		81.43 /hr	244	112.50 /ea		675			0		44		0	
461	25	03.		CPVC Coupling 3"	4.00 ea		283		2		81.43 /hr	163	22.50 /ea		90			0		30		0	
462	25	03.		CPVC Cap 3"	2.00 ea		111		1		81.43 /hr	81	7.50 /ea		15			0		15		0	
463	25	03.		CPVC Adapter 3"	2.00 ea		231		1		81.43 /hr	81	67.50 /ea		135			0		15		0	
464	25	03.		Plastic Pipe Cut 3"	14.00 ea		70		1		81.43 /hr	57			0			0		10		2	
465	25	03.		Plastic Pipe Solvent Weld 3"	24.00 ea		117		1		81.43 /hr	98			0			0		18		2	
466	25	03.		3" Female Camloc fitting	2.00 ea		197		1		81.43 /hr	81	50.00 /ea		100			0		15		1	
467	25	03.		CPVC Ball Valve 3"	2.00 ea		247		1		81.43 /hr	81	75.00 /ea		150			0		15		1	
468	25	03.		<b>FRP Pipe Supports</b>																			
469	25	03.		2" Wall Mounted Unistrut FRP	4.00 ea		1,153		8		93.24 /hr	559	125.00 /ea		500			0		89		5	
470	25	03.		2" Floor Mounted Unistrut FRP	5.00 ea		1,173		6		93.24 /hr	466	125.00 /ea		625			0		74		7	
471	25	03.		Anchor Bolts - Small	18.00 ea		558		5		105.05 /hr	378	10.00 /ea		180			0		0		0	
472	25	06.		<b>Sitework</b>																			
473	25	06.	25.055	<b>Gravel and Landscape Fabric</b>																			
474	25	06.		<b>Gravel and Landscape Fabric</b>																			
475	25	06.		Laborer #1	1.00 day		378		8		47.23 /mh	378			0			0		0		0	

Row	Bid Item	Work Code	Est. Item	Description	48,454	1,892,950	4,370	374,047	1,037,897	367,352	79,668	33,986			
Row	Bid Item	Work Code	Est. Item	Description	Takeoff Quantity	Grand Total Amount	Labor Hours	Labor Price	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Equip Amount	Other Amount
476	25	06.		Laborer #2	1.00 day	378	8	47.23 /mh	378		0		0	0	0
477	25	06.		Laborer #3	1.00 day	378	8	47.23 /mh	378		0		0	0	0
478	25	06.		Operating Engineer (backhoe) #1	1.00 day	555	8	69.35 /mh	555		0		0	0	0
479	25	06.		Backhoe #1 Day	1.00 day	319			0		0		0	319	0
480	25	06.		Earth Tamper/Wacker/Compactor #1 Day	1.00 day	119			0		0		0	119	0
481	25	06.		Earth Tamper/Wacker/Compactor #2 Day	1.00 day	119			0		0		0	119	0
482	25	06.		Tools #1 Day	1.00 day	27			0		0		0	27	0
483	25	06.		Landscape Fabric	500.00 sf	250			0	0.50 /sf	250		0	0	0
484	25	06.		Gravel at 6" Thick	17.00 Tn	510			0	30.00 /Tn	510		0	0	0
485	25	09.		<b>Mechanical</b>											
486	25	09.	25.010	<b>Equipment</b>											
487	25	09.		<b>Ferric Chloride Pump</b>											
488	25	09.		Unload / Stage - Chemical Metering Pump	2.00 ea	464	6	81.91 /hr	328		0		0	137	0
489	25	09.		MTE	2.00 ea	177,805			0	88,902.50 /ea	177805		0	0	0
490	25	09.		Concrete Base - Chemical Metering Pump	2.00 ea	1,329	18	141.12 /hr	1,129		0		0	0	200
491	25	09.		Install - Chemical Metering Pump	2.00 ea	1,530	18	144.52 /hr	1,156		0		0	274	100
492	25	09.		Grout Base - Chemical Metering Pump	2.00 ea	646	8	55.75 /hr	446		0		0	0	200
493	25	09.		Startup/Testing - Chemical Metering Pump	2.00 ea	370	4	79.95 /hr	320		0		0	0	50
494	25	09.		Buy Anchor Bolts - Medium	8.00 ea	400			0		0		0	0	400
495	25	09.		<b>Fiberglass Building</b>											
496	25	09.		Unload / Stage - FRP Tank	1.00 ea	464	6	81.91 /hr	328		0		0	137	0
497	25	09.		Tracom	1.00 ea	19,970			0	19,970.00 /ea	19,970		0	0	0
498	25	09.		Install -	1.00 ea	2,283	25	226.21 /hr	1,810		0		0	274	200
499	25	09.		Install Trim -	1.00 ea	1,880	20	194.56 /hr	1,557		0		0	274	50
500	25	09.		<b>1,000 gal Waste Storage Tank</b>											
501	25	09.		Unload / Stage - FRP Tank	1.00 ea	464	6	81.91 /hr	328		0		0	137	0
502	25	09.		<b>MTE Included Above</b>	<b>1.00 ea</b>	<b>0</b>			<b>0</b>	<b>/ea</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>
503	25	09.		Install - FRP Tank	1.00 ea	2,283	25	226.21 /hr	1,810		0		0	274	200
504	25	09.		Startup/Testing - FRP Tank	1.00 ea	420	4	79.95 /hr	320		0		0	0	100
505	25	09.		<b>Ferric Storage Tanks</b>											
506	25	09.		Unload / Stage - FRP Tank	2.00 ea	929	12	81.91 /hr	655		0		0	274	0
507	25	09.		<b>MTE Included Above</b>	<b>2.00 ea</b>	<b>0</b>			<b>0</b>	<b>/ea</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>
508	25	09.		Install - FRP Tank	2.00 ea	4,567	51	226.21 /hr	3,619		0		0	547	400
509	25	09.		Install Trim - FRP Tank	2.00 ea	3,760	40	194.56 /hr	3,113		0		0	547	100
510	25	09.		Startup/Testing - FRP Tank	2.00 ea	840	8	79.95 /hr	640		0		0	0	200
511	25	09.		Buy Anchor Bolts - Small	16.00 ea	400			0		0		0	0	400
512	25	11.		<b>Elec. / Inst.</b>											
513	25	11.	25.105	<b>Electrical Sub</b>											
514	25	11.		<b>Weifield Electric</b>											
515	25	11.		Weifield Electric	1.00 ls	140,257			0		138,525.00 /ls		138,525	0	1,732
516	25	12.		<b>Painting &amp; Coatings</b>											
517	25	12.	25.100	<b>Coating Sub</b>											
518	25	12.		<b>Coating Sub - Ferric Tank Slab</b>											
519	25	12.		Coating Subcontractor	1.00 ls	5,000			0		5,000.00 /ls		5,000	0	0

# Fiber Glass Systems |

## QUOTATION Fiberglass Reinforced Plastic (FRP) Duct & Fittings

To: <u>All Bidding Contractors</u>	FGS Proposal No: <u>210967 Rev 4</u>
Re: <u>City of Northglenn</u>	Date: <u>8/10/2022</u>
<u>Oxygen Injection &amp; Biofilter Project</u>	FCA 2020: <u>Manufacturing Facility, Belton, TX</u>
<u>Northglenn, CO</u>	Prices Firm For: <u>1 Week/s</u>
<u>FRP Ductwork</u>	Submittals: <u>6-8 weeks ARO</u>
	Delivery: <u>12-14 weeks after approved drawings</u>
	Customer Ref: _____
	D-M-6-612 <u>5</u>

FIBER GLASS SYSTEMS L.P. IS ASME RTP-1 ACCREDITED

In accordance with your subject inquiry, FGS is pleased to offer our proposal to manufacture Fiberglass Ductwork, Dampers and Fittings. Acknowledged specification has been used as a reference only. Please refer to our scope letter for items to be supplied, and exceptions to be taken, as some items in the specifications may not be included in our scope of supply.

**Revision 4 reflects the updated price.**

This quote is subject to the "General Terms and Condition of Sale" set forth by Fiber Glass Systems and submitted with this quote. Limitations of use and detailed warranties are set forth in product literature. Equipment sold for specific environments must not be used for other environments before determining suitability with Fiber Glass Systems.

**Terms: Net 30.** Terms subject to credit approval with approved drawing. In the event Buyer Cancels an order after production has begun, Buyer will be subject to a 75% charge on all made to order (MTO) products and 20% charge on all standard (STD) products. Delivery charges are not subject to a cash discount. Net prices exclude taxes. If applicable, taxes are the responsibility of purchaser.

### All Terms and Conditions are to be Mutually Agreed Upon Prior to Order Acceptance

Products covered on this quotation are limited to Fiberglass Reinforced Plastic (FRP) Duct and fittings. All other materials of construction are not part of this quotation unless specifically stated in the scope of supply.

This quotation includes only the equipment listed below and does not include any additional items referred to, inferred, or assumed to be included by any specification correspondence or conversation.

Manufacturing Scope and Pricing are based on information and documents provided at time of request for quotation altogether with the utilization of Fiber Glass Systems standard components. Components are manufactured following standard FRP Industry practices.

The prices and lead times in this quotation are based on current working rates and supplier prices. In the event of any changes we reserve the right to withdraw or amend this quote.

Should an order result from this proposal, Fiber Glass Systems reserves the right to update our product pricing should "Release for Production" not be received within 90 days after execution of purchase order.

PROJECT/ REFERENCE:	<u>Northglenn Oxygen Injection &amp; Biofilter Project</u>
PROJECT LOCATION:	<u>Northglenn, CO</u>
SPECIFICATION:	<u>23 13 16</u>
DRAWINGS:	<u>C-003 to C-006 &amp; C-501</u>

Our Local Representative for your area is:

<u>Norm Klapper</u>	<u>Process Equipment Corp.</u>	<u><a href="mailto:nklapper@pecboulder.com">nklapper@pecboulder.com</a></u>	<u>(303) 449-5702</u>
<u>Our Representative is there to assist you with any questions you may have as well as any options we might offer.</u>			

FRP DUCT's DESIGN / MANUFACTURING PARAMETERS			
<b>GENERAL:</b>		<b>FLANGES:</b>	
CHEMICAL SERVICE:	Odorous Air	TYPE:	Full Flat Faced (FF)
DESIGN PRESSURE:	12" WC	DESIGN VACUUM:	-12" WC
DESIGN TEMPERATURE:	120° F	DRILLING:	ASTM D3982
WIND LOAD:	N/A	THICKNESS:	ASTM D3982
<b>PIPE COMPOSITION:</b>		<b>JOINT SYSTEM:</b>	
	<b>CORROSION BARRIER</b>	<b>STRUCTURE</b>	SHOP: <u>Butt and Wrap</u> FIELD: <u>Butt and Wrap</u>
THICKNESS:	100 mil	Meet design criteria	
VEILS:	(1) - Veils	N/A	
LAMINATE:	(2) 1-1/2" oz. Chop Rov.	Filament wound	
RESIN:	Prem. FR Vinyl Ester	Prem. FR Vinyl Ester	
CURE SYSTEM:	Co/MEKP	Co/MEKP	
FITTINGS & FLANGES:	Hand Lay Up (HLU) Construction		
RECTANGULAR DUCT:	Hand Lay Up (HLU) Construction		
FLAME SPREAD:	CLASS I	SMOKE DEVELOPMENT:	N/A
<b>LAMINATE/s PROPERTIES:</b>		<b>EXTERIOR FINISH / COLOR:</b>	
FILAMENT WOUND:	Per ASTM D2310 & ASTM D2996		OUTDOORS DUCT: <u>Gel coat w/UV Stabilizer/ Color TBA</u>
HAND LAY UP:	ASTM D3982 & ASTM C582		INDOORS DUCT: <u>Gel coat w/UV Stabilizer/ Color TBA</u>
			<b>DAMPERS (included only where noted in scope):</b>
			MODEL: <u>N/A</u> LEAKAGE: <u>N/A</u>
			OPERATORS: <u>N/A</u>
			<b>INSPECTIONS &amp; TESTING (per FGS Protocol):</b>
			DIM. VERIFICATION: <u>Included</u>
			VISUAL INSP.: <u>Included</u>
			BARCOL HARDNESS: <u>Included</u>
			ACETONE SENSITIVITY: <u>Included</u>

**Scope of Supply**

**Lot of FRP duct & fittings. Includes**

36"ø, 20"ø & 16"ø FRP duct & fittings from 36"ø duct w/blind to Existing Force Main Termination Vault & 16"ø duct at each Bio-Trickling Filter.

\*Exclusions: Fernco Flexible Coupling, Insulation (Aluminum covered insulated duct is not in Fiber Glass Systems realm manufacture), Coredrill Link Seal.

(3) 20"ø to 16"ø Reducers

(1) 36"ø Blind

**Estimated Total Field Welds Per Size (Notes 4 & 5)**

**36"      1 Ea**

**FRP Ducting Total**  
**Estimated Shipping & Handling**

<b>\$</b>	<b>47,352.00</b>
<b>\$</b>	<b>7,004.00</b>

**Shipping Terms are FCA 2020 Manufacturing Facility 2303 Taylor's Valley Rd., Belton, TX 76513 Prepaid & Add (1) Estimated Truckloads to jobsite**

**EXCLUSIONS**

- Taxes
- Non-FRP Valves or Dampers
- Zero Leak Dampers
- Electric or Pneumatic Actuators
- Bell & Spigot joints
- Bolt/ Gaskets
- Ind. Lab Testing
- Coredrill Link Seal
- Extended Warranty
- Dampers
- Insulation (Aluminum covered insulated duct is not in FGS realm of manufacture)

- Expansion Joints or Flexible connectors
- Spare Parts or tools
- Offloading at final destination
- Installation
- Pipe Supports, Hangers and/or Anchors
- Shop or Field Hydro testing
- Field-Testing or Balancing
- Field Services
- Intumescent Paint
- Wall Sleeves

The following NOTES are a very important part of this document.  
PLEASE READ COMPLETELY

### Technical Details & Clarifications

- ( 1 ) FGS will supply full submittals, fabrication drawings and Design Calculations stamped by a Professional Engineer registered in the State of Texas

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- ( 2 ) ASTM 3982 properties are applicable only to hand laid up laminates. For duct sizes equal or smaller than 24", Belco Mfg. will manufacture FW laminates per ASTM D 2996

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- ( 3 ) FGS will provide smooth, sweep radius bends in lieu of turning vanes where rectangular FRP ductwork is shown to make a turn.

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- ( 4 ) All ductwork will be provided with flanges where shown on contract drawings and/or as specified by customer at the time of this RFQ.

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- ( 5 ) All ductwork will be pre-fabricated to the maximum shippable length to reduce field wraps. Duct sections include field trim for field adjustment.

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- ( 6 ) FGS will provide the materials estimated above to be necessary for field installation. Field weld kits consist of glass, resin, catalyst and gel coat only. Tools are not included

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- ( 7 ) Exterior Gel Coat is colored gray, white or tan. Gel coat contains UV stabilizer. If alternate color is required, submit color chip and request quotation.

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- ( 8 ) As it is outside the scope of the duct manufacturer, FGS will not engage in the manufacture or design of duct supports, hangers and/or anchors.

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- ( 9 ) Delivery schedules are based upon current backlogs and subject to prior commitments. Please verify schedule at time of order placement.

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- ( 10 ) Estimated shipping & handling fee is based on today's fuel cost. Freight is subject to change due to prevailing fuel surcharges at the time of shipment; and/or changes to the number of required loads resulting from customers' delivery schedule.

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### Attachments:

*NOV\_FGS\_Standard Terms and Conditions*  
*NOV\_FGS\_24 Month Warranty*

***We trust we have interpreted your requirements correctly; and look forward to being of further service to you in the future.***

***Best regards,***

***Ashley Burnley***

(254) 933-9000 Ext 1129

[Ashley.Burnley@nov.com](mailto:Ashley.Burnley@nov.com)



**TERMS AND CONDITIONS FOR THE PROVISION OF GOODS AND/OR SERVICES BY  
FIBER GLASS SYSTEMS, L.P., NOV AUSTRALIA PTY LTD., AND/OR THEIR AFFILIATES, FOR THE DIVISIONS FIBER GLASS SYSTEMS, FIBERSPAR,  
CONTAINMENT SOLUTIONS, ERSHIGS, AND BELCO MANUFACTURING**

1. **ACCEPTANCE:** Orders or other requests, whether oral or written, for the supply of goods (the "Goods") and/or for the provision of services (the "Services") to be provided by Fiber Glass Systems, L.P., NOV Australia Pty Ltd and/or their affiliates for the divisions Fiber Glass Systems, Fiberspar, Containment Solutions, Ershigs, and/or Belco Manufacturing (each a "Seller") to its customers (each a "Buyer") (the "Order(s)") are subject to Seller's written acceptance by an authorized representative of Seller and any Orders so accepted will be governed by (a) the terms and conditions stated in these Terms and Conditions for the Provision of Goods and/or Services (the "Terms and Conditions"); (b) the written proposal submitted by Seller to Buyer (the "Proposal"); if any; (c) the written order acknowledgment issued by Seller to Buyer (the "Acknowledgment"), if any; and, (d) any change orders identified as such and agreed to in writing by Seller (the "Change Order(s)") (the Order, Terms and Conditions, Proposal, Acknowledgement, Change Orders, and any such additional terms as agreed to in writing by an authorized representative of Seller collectively referred to herein as the "Agreement"). Buyer's submission of a purchase order (or other similar document) shall be deemed to be an express acceptance of these Terms and Conditions notwithstanding language in Buyer's purchase order (or other similar document) inconsistent herewith, and any inconsistent language in Buyer's purchase order (or other similar document) is hereby rejected. Buyer's purchase order (or other similar document) is incorporated in this Agreement, only to the extent of specifying the nature and description of the Goods and/or Services and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a Proposal and an Acknowledgment, the Acknowledgment shall prevail.

2. **PRICES:** Unless Seller has issued to the Buyer or Buyer's customer a limited period of price protection, prices are subject to change without notice. The Order is based on the prices of materials, labor and transport ruling at the date of Order, and the Seller reserves the right to amend the price to meet any increase due to legislation, government orders, regulations, changes to prevailing wages and conditions in the industry, Force Majeure Event (as defined in Section 6 below) and/or any differences in exchange rates. Goods will be invoiced at the price in effect on the date the Goods are made ready for delivery at Seller's plant.

3. **TAXES:** (a) All prices are exclusive of any applicable federal, state or local sales, use, excise, VAT, GST, or other similar taxes. All such taxes shall be for Buyer's account and paid by Buyer. (b) Any taxes (including income, stamp and turnover taxes), duties, fees, charges, or assessments of any nature levied by any governmental authority in conjunction with this transaction, other than those of the U.S.A., whether levied against Buyer, against Seller or its employees, or otherwise, shall be for the Buyer's account and concern. If Seller is required by law or otherwise to pay any such taxes, duties, fees, charges or assessments, or any fines or penalties that may be assessed on account of Buyer's failure to make such payments, the amount of any payments so made by Seller shall be reimbursed by Buyer to Seller upon submission of Seller invoices. (c) If Buyer is required by any appropriate government department or agency to withhold compensation due Seller to satisfy any obligation of Seller for taxes due, Buyer shall give at least 30 days' notice to Seller that Buyer will withhold. Buyer agrees to pay on a timely basis the amounts so withheld over to the appropriate government department or agency on behalf of Seller, and to provide Seller with any tax receipts (originals, if possible) or other reliable evidence of payment issued by such government department or agency within 30 days of the date required for withholding. Buyer shall not withhold compensation due Seller if Seller produces evidence acceptable to Buyer, that Seller is not subject to the withholding of such taxes. Buyer agrees that it shall not unreasonably withhold such acceptance. Buyer shall not unreasonably withhold such acceptance. Buyer shall reimburse Seller for any taxes withheld for which receipts or other reliable evidence substantiating the remittance of taxes to the appropriate government department or agency are not provided to Seller. Buyer's obligation to deliver to Seller tax receipts or other reliable evidence issued by the taxing authority shall not apply if Buyer establishes to the reasonable satisfaction of Seller that the appropriate government department or agency does not provide such documentation. Notwithstanding the above, if Buyer is required to pay any such taxes or amount that Buyer believes is directly attributable to Seller, Buyer shall first provide notice to Seller and give Seller an opportunity to intervene to protect its interest before Buyer makes any payment.

4. **SHIPMENT:** Unless otherwise agreed to by Seller in writing, the Goods sold hereunder shall be delivered to Buyer FCA Seller's premises (as defined in Incoterms 2020 ed). In the event Seller agrees in writing to provide shipping services for Buyer, the following additional conditions shall apply: (a) Domestic: In the event Seller has agreed in writing to ship the Goods domestically, if specific instructions are not provided by Buyer (which instructions for the purposes of this paragraph shall include the name and address of Buyer's customer where Seller has agreed to ship directly thereto) on date the Goods are ready for shipment, Seller may select any reasonable method of shipment without liability by reason of such selection. Parcel post shipments may be insured at Buyer's expense. Seller will not provide a valuation on any shipment unless requested by Buyer in writing directed to Seller. (b) Export: In the event Seller has agreed in writing to ship the Goods internationally, Seller shall arrange for export shipment on behalf of Buyer. Buyer shall pay Seller for all fees and expenses incurred by Seller including, but not limited to, those covering preparation of consular documents, freight, storage and warehouse-to-warehouse (including war risk) insurance, upon submission of Seller's invoices. Seller will comply with any reasonable instruction of Buyer. Notwithstanding the foregoing, Seller shall have no liability with respect to any such export shipment or the performance of Seller related thereto. Seller will make reasonable efforts to comply with requested delivery and/or shipment dates but it cannot guarantee compliance therewith. Buyer must provide Seller all information necessary to permit Seller to proceed with work immediately and without interruption, including all information necessary to arrange for shipment of the Goods, if applicable. Seller shall not be held liable for any delay in delivery and/or shipment of the Goods. In the event Buyer requests delay of the delivery and/or shipment of the Goods beyond fifteen (15) days from the date specified in the Agreement, Seller, at its sole discretion, shall invoice Buyer for the Goods and maintain the Goods for Buyer at Seller's plant until such time that Buyer is ready for delivery and/or shipment. In the case of jointed pipe, Seller retains the right to charge Buyer reasonable storage fees for such period during which the Goods are stored by Seller for Buyer and in the case of spoolable pipe, (i) if the Goods are stored by Seller for more than three (3) months, Buyer will be charged \$750 per month for reel rental, and/or (ii) Buyer may choose to store reels at their property, at which point Buyer will be required to purchase each reel at an amount to be determined at time of purchase. Notwithstanding any delivery term agreed to by the parties to the contrary, the Goods shall be deemed delivered by Seller at such time as Seller places the Goods in storage. Buyer accepts and shall bear all risk of loss of, or damage to, the Goods while they are stored by Seller. In the case of tanks sold by Containment Solutions, and absent an express written agreement to the contrary, in the event Buyer requests that Seller hold or warehouse tanks beyond originally scheduled ship date, Seller may invoice Buyer on the original ship date, and in Seller's sole discretion, agree to store the tanks for a maximum thirty (30) days period, provided Buyer pays, within fifteen days from the date Buyer is notified that tanks are ready for delivery, the purchase price and an additional sum to include all moving and handling expenses to and from storage, dunnage and storage materials in connection with storage of tanks. If Buyer cannot take delivery after the above thirty (30) days period, Seller may, in Seller's sole discretion, provide storage for a monthly fee up to a maximum twelve (12) months. In the event that Buyer refuses to, or fails to pay such monthly storage fee, or fails to collect the tank by expiration of the maximum twelve (12) months storage period, Buyer will be presumed to have abandoned the tanks waiving all its rights, and title to the tanks shall vest in Seller free from all claims. Accordingly, Seller will dispose of the stored tanks in any manner it deems appropriate. For clarity, tank storage is solely at Seller's discretion, and failure to take delivery of tanks within the period set forth above, or failure to pay storage fees as they become due will constitute abandonment of said tank. In such event, Seller will return the purchase price, minus all deductions for costs and expenses accrued and incurred by Seller during the storage period.

5. **PAYMENT:** All Orders are subject to final approval by Seller, which may require full or partial prepayment before any Order is accepted. Full payment for the Goods delivered and/or shipped is due within thirty (30) days after delivery and/or shipment date and will be paid in U.S. Dollars. Payment for goods destined to foreign countries shall be made through an irrevocable letter of credit to be established by the Buyer at Buyer's expense including any bank confirmation charges. All letters of credit shall be in favor of, and in a form acceptable to, Seller. All letters of credit shall be maintained in sufficient amounts for the period necessary to meet all payment obligations and shall be drawn upon a bank in the United States satisfactory to Seller. All letters of credit shall be established within thirty (30) days after acceptance of any Order and shall permit

partial deliveries, acceptance of stale documents, contain the term "documents to be accepted as presented," and shall provide for pro-rata payments upon presentation of Seller's invoices and Seller's certificate of delivery of Goods to Buyer, or of delivery into storage with certification of cause therefore, and for the payment of any termination charges.

In the event Buyer Goods are placed into storage by Seller as provided for in Paragraph 4, Buyer shall make full payment within thirty (30) days of such date, except with respect to tanks sold by Containment Solutions, which shall be payable within 15 days of the originally scheduled ship date. Accounts past due shall bear interest at the lesser of: 1) the rate of one percent (1%) per month; or 2) the maximum legally permitted rate of interest of the governing law jurisdiction of the Agreement. If it is necessary to engage legal counsel or collection agent with regard to a past due account, Seller will be entitled to collect all costs, expenses and attorney's fees.

6. **DELAYS:** The date on which Seller's obligations are to be fulfilled shall be extended at least for a period equal to the time lost by reason of any delay arising directly or indirectly from a Force Majeure Event. A Force Majeure Event includes, but is not limited to (1) acts of God, unforeseeable circumstances, acts (including delay or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, strikes, labor disputes, sabotage or epidemics; (2) inability due to causes beyond Seller's reasonable control to promptly obtain instructions or information from Buyer, necessary and proper labor, materials, components, facilities, and transportation; or, (3) any other cause beyond Seller's reasonable control. The foregoing extension shall apply even though such Force Majeure Event may occur after Seller's performance of its obligations has been delayed for other causes. If delay resulting from a Force Majeure Event extends for more than ninety (90) days, and the parties have not agreed upon a revised basis for continuing the work at the end of the delay (including price adjustment), then either party, upon thirty (30) days written notice, may terminate the Order in respect to the unexecuted portion of the work, whereupon Buyer shall pay to Seller the applicable termination charges. Under no circumstances shall Seller be liable for delays in delivery or failure to manufacture due to a Force Majeure event or shop load.

7. **SHORT OR DAMAGED GOODS:** Claims for Goods delivered short or damaged (which Seller has determined are not due to the fault of the carrier) shall be filed in writing with Seller within thirty days (30) after the date of delivery and/or shipment. All claims for shortages shall detail delivery and/or shipment weights and the Buyer's method of counting the Goods received. In the event Buyer does not submit the written claim for short or damaged Goods to Seller within said thirty (30) day period, such Goods shall be deemed accepted by Buyer.

8. **CANCELLATION OR CHANGE ORDER CHARGES:** Buyer shall not cancel this Order, except with the written consent of Seller and payment to Seller of all reasonable costs arising therefrom. In the event the Buyer is permitted by Seller to cancel an Order after production has begun, Buyer will be subject to a 75% cancellation charge. In the event the Buyer is permitted by Seller to cancel an Order issued to Containment Solutions before production has begun, Buyer will be subject to a \$825.00 cancellation fee to cover expenses associated with processing the order and cancellation, and Buyer will also be subject to any special materials costs for special made-to-order (MTO) projects. No changes shall become effective until made in writing and signed by Buyer and Seller specifying the changes in the scope of the work, adjustment of delivery date and change in the purchase price or terms of payment. Provided, however, if Seller makes any changes requested by Buyer, its agents or inspectors prior to execution of a written change order, Seller shall nevertheless be entitled to an equitable adjustment to the delivery date, purchase price, and terms of payment prior to shipment or completion.

9. **RETURNABLE GOODS:** Seller is under no obligation to approve return of Goods. In the event that Seller provides such approval, the Buyer may return Goods to Seller's premises for credit. Credit will be issued, less any required inspection and repair charges, in accordance with the provisions of Seller's return policy as published from time to time in Seller's catalog and the following provisions: (a) Buyer must receive written approval from Seller for authorization to return Goods. Buyer must prepay freight on all goods returned to Seller's premises. (b) Seller has the right to inspect and reject any Goods returned that are not in salable condition or cannot be reconditioned to a salable condition. (c) Goods must be returned within six (6) months of the invoiced date. (d) All Goods designed and manufactured to Buyer's or Buyer's customer's specifications and/or all specialty fabrication Goods are not subject to return. Seller's return policy may specifically limit the percentage of the Order that may be returned by Buyer for credit, and may reflect restocking charges applicable to items eligible for return credit.

10. **GAUGES AND TOLERANCES:** Unless otherwise specifically agreed to by Seller in writing, all Goods will be manufactured to standard commercial tolerances in effect at date of manufacture. Orders for special gauges, tolerances, or nonstandard fixtures are subject to additional charges, and Seller reserves the right to request payment from Buyer in advance of Seller's commencement of manufacture.

11. **SAMPLES:** Upon Buyer's request, Seller may submit samples of nonstandard Goods being manufactured for a specific purchase order. However, Seller reserves the right to make changes in any Goods for which samples have been submitted without notice at any time and without any requirement that the changed Goods conform to any samples provided.

12. **TRADEMARKS:** Nothing herein, nor implied by the sale of the Goods to Buyer or Buyer's customers, shall be interpreted as granting Buyer or Buyer's customers a license to utilize any trademark, service mark, or other proprietary mark of Seller.

13. **RESTRICTION ON ASSIGNMENT:** Neither Buyer nor Buyer's customer shall assign any right or delegate any duty hereunder without the prior written consent of Seller. Any assignment or delegation effected in contravention of the provisions of this paragraph shall be null and void.

14. **FAIR LABOR STANDARDS ACT:** Seller represents that all goods supplied by Seller hereunder were, or will be, supplied in compliance with the applicable requirements of the Fair Labor Standards Act of 1938 as amended.

15. **RISK OF LOSS AND TITLE:** Title and risk of loss to the Goods shall pass to Buyer upon the earlier of (a) Seller's delivery of the Goods, or (b) invoicing by Seller for the Goods where Buyer is unable to accept delivery and/or shipment on the scheduled date. Seller retains a security interest in the Goods until the purchase price has been paid, and Buyer agrees to perform upon request all acts required to secure Seller's interest. The Buyer agrees to protect and maintain the Goods by all reasonable means and not to sell any part of the Goods or any interest of the Buyer in the Goods, except with the prior written consent of Seller and upon full payment made. If Buyer defaults, Seller may exercise all rights and remedies as secured party for Seller under the Uniform Commercial Code, provided, however, provisions herein shall in no way limit any other rights of Seller in the event of Buyer's default or failure to make payment. Seller shall retain all lien rights against Buyer and the project. Seller accepts no responsibility for any damage, shortage or loss in transit. Seller will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but Seller does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Buyer on the carrier.

16. **REGULATORY COMPLIANCE:** Seller and Buyer shall conduct its operations in accordance with all applicable laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over the parties, the Goods and/or the worksite where the work in connection with the Agreement and the relevant Order is being performed, including but not limited to the United States Foreign Corrupt Practices Act 1977, the United Kingdom Bribery Act 2010, and such other similar anti-corruption laws as may apply; provided that nothing in the Agreement is intended or should be construed to require Seller or Buyer to act or fail to act if such action or failure to act would be inconsistent with or penalized by (i) the laws and regulations of Seller's or Buyer's country of incorporation and/or (ii) the laws and regulations of the country of incorporation of any direct, indirect or ultimate parent company of Seller or Buyer. By acceptance of delivery of the Goods or performance of services under this Agreement, Buyer warrants and certifies that the Goods acquired from and/or Goods serviced by Seller will not be sold, exported, reexported, transferred, consigned, leased, rented, diverted or otherwise disposed of in violation of: (i) the U.S. Export Administration Regulations; (ii) the U.S. International Traffic in Arms Regulations (ITAR); (iii) the provisions of the Chemical Weapons Convention; (iv) applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury; or

(v) any other applicable laws and regulations. Buyer further warrants and certifies that it shall not directly or indirectly sell, export, reexport, transfer, consign, lease, rent, divert or otherwise dispose of the products to, via, or for the use by or benefit of any person, entity, country or countries (including any territory of such countries, territorial waters or other areas over which such countries assert jurisdiction or economic rights), or for any activity or use prohibited by or subject to sanctions under the laws or regulations of the United States or other applicable jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. In the event of a conflict of laws, please contact Seller Corporate Compliance. If Seller believes in good faith that Buyer has breached any provision of this Section 16, Seller shall have the right to immediately terminate this Agreement and any Order upon notice to the Buyer. Buyer shall indemnify, defend and hold Seller harmless from and against any claim incurred in connection with Buyer's breach of any of the provisions of this Section 16.

17. **WARRANTY: THIS SECTION 17 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S EXCLUSIVE OBLIGATION WITH REGARD TO NON-CONFORMING GOODS AND/OR SERVICES PERFORMED BY SELLER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS SECTION, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**Limited Goods Warranty:** Seller warrants that Goods manufactured by Seller and supplied hereunder when properly installed, used, and maintained shall be free from defects in material and workmanship. As used herein, proper installation shall mean installation of the Goods by Seller or in accordance with Seller's applicable installation procedures. In addition, proper installation of all Goods involving piping shall mean installation by a Seller certified pipe jointer in accordance with applicable installation and bonding instructions specified by Seller. Seller's responsibility under this warranty should the Goods of its own manufacture be found to be defective shall be limited to the repair or replacement of the Goods, at Seller's option, that prove defective in material or workmanship within one (1) year from the date of delivery by Seller, provided that Buyer and/or Buyer's customer gives Seller prompt notice of any such defect and satisfactory proof thereof. All defective Goods must be returned to Seller's factory or other repair facility as designated by Seller. Seller will provide repaired Goods or replacement Goods to Buyer and/or Buyer's customer freight prepaid to the delivery point provided for in the original Order. Goods returned to Seller for which Seller provides replacement under this warranty shall become the property of the Seller. No costs will be reimbursed to Buyer and/or Buyer's customer for any repairs not authorized in writing or carried out by Seller. Defective Goods repaired or replaced by Seller hereunder shall be warranted only for the remaining period of the original warranty. Goods manufactured by others are sold "as is" except to the extent the manufacturer honors any applicable warranty made by the manufacturer. Any such third party warranties provided on Goods not manufactured by Seller are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable. With respect to Goods sold by Containment Solutions, the foregoing warranty does not apply to consumable parts, including but not limited to gaskets and o-rings. In the case of Goods having a special written warranty, that particular warranty shall apply. Please refer to the Containment Solutions website <http://containmentsolutions.com/limitedwarranties> for the warranty applicable to products purchased from this division.

**Sole Goods Remedy:** Buyer and/or Buyer's customer's sole remedy under the warranty provided above for Goods manufactured and supplied by Seller hereunder shall be the replacement or repair, at Seller's sole option, of any Goods that Seller shall determine to be defective. Buyer's and/or Buyer's customer's sole remedy under the warranty provided above for Goods manufactured by others which are found to be defective shall be limited to the applicable warranty made and honored by the manufacturer. Replacement tanks provided by Containment Solutions pursuant to this warranty will be either new or recertified. All recertified tanks have been tested to ensure that they are functionally equivalent to a new tank.

**Limited Services Warranty:** Seller warrants that Services performed by Seller shall be performed in a good and workmanlike manner, in accordance with Seller's applicable installation and bonding procedures and in accordance with generally accepted industry practice. In the event the Services performed by Seller fail to conform with such warranty and Buyer notifies Seller of such non-conformance prior to Seller's departure from the worksite, Seller shall re-perform that part of the non-conforming Services. BUYER IS SOLELY RESPONSIBLE FOR CHOOSING A THIRD PARTY INSTALLER. SELLER DOES NOT WARRANT THE INSTALLATION OF THE GOODS PERFORMED BY THIRD PARTIES (INCLUDING BUYER OR BUYER'S CUSTOMER, AND WHETHER OR NOT TRAINED OR RECOMMENDED BY SELLER) NOR SHALL SELLER BE RESPONSIBLE FOR THE PERFORMANCE OR WORKMANSHIP OF ANY PERSON OR ENTITY (INCLUDING BUYER OR BUYER'S CUSTOMER, AND WHETHER OR NOT TRAINED OR RECOMMENDED BY SELLER) OTHER THAN SELLER, ENGAGED IN INSTALLATION OF THE GOODS OR INSTALLATION SUPERVISION.

**Misuse or Improper Testing – Warranty Void:** THE EXPRESS WARRANTY PROVIDED ABOVE SHALL BE VOID AND OF NO FURTHER EFFECT IF: (1) THE GOODS ARE ALTERED OR REPAIRED BY BUYER AND/OR BUYER'S CUSTOMER WITHOUT THE PRIOR WRITTEN APPROVAL OF SELLER; (2) THE GOODS HAVE BEEN SUBJECT TO ANY ACCIDENT, FAULTY INSTALLATION, MISAPPLICATION, ABUSE OR MISUSE, OR IN THE CASE OF TANKS, IF THEY ARE USED TO STORE FLUIDS NOT INCLUDED IN THE MATERIAL SPECIFICATIONS; (3) BUYER AND/OR BUYER'S CUSTOMER HAVE USED THE GOODS WITHOUT SELLER'S PRIOR WRITTEN CONSENT AFTER DISCOVERY OF A DEFECT; (4) BUYER AND/OR BUYER'S CUSTOMER REFUSE TO PERMIT SELLER TO EXAMINE THE GOODS TO ASCERTAIN THE NATURE OF THE DEFECT; OR, (5) BUYER AND/OR BUYER'S CUSTOMER OR THEIR AGENTS, REPRESENTATIVES, CONTRACTORS, OR EMPLOYEES EFFECT ANY TEST OF THE GOODS USING COMPRESSED AIR OR GAS WITHOUT FOLLOWING SELLER'S REQUIRED TESTING PROCEDURES FOR THE GOODS.

18. **TESTING – CAUTION:** BUYER AND/OR BUYER'S CUSTOMER ACKNOWLEDGE AND RECOGNIZE THE POTENTIAL HAZARDS INHERENT IN TESTING THE INSTALLATION OF THE GOODS WITH COMPRESSED AIR OR GAS. BUYER AND/OR BUYER'S CUSTOMER AND THEIR INSTALLATION PERSONNEL ASSUME ALL RISK OF DAMAGE AND INJURY IF SELLER'S INSTALLATION PROCEDURES ARE NOT FOLLOWED. BUYER AND/OR BUYER'S CUSTOMER SHALL INDEMNIFY SELLER FROM AND SELLER SHALL NOT BE LIABLE IN TORT OR IN CONTRACT FOR ANY LOSS OR INJURY SUSTAINED BY BUYER AND/OR BUYER'S CUSTOMER, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS, OR ANY INSTALLATION PERSONNEL ON ACCOUNT OF TESTING THE GOODS AND/OR INSTALLATION OF THE GOODS.

19. **LIABILITIES, RELEASES AND INDEMNIFICATION:** For purpose of this Article19, the following definitions shall apply:

"Seller Group" shall mean (i) Seller, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Buyer Group" shall mean (i) Buyer, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies. (iii) Buyer's customer; and (iv) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Claims" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society.

(a) Seller shall release, indemnify, defend and hold Buyer Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Seller

Group or Seller Group's subcontractors or their employees, agents or invitees.

(b) Buyer shall release, indemnify, defend and hold Seller Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees.

(c) Each party covenants and agrees to support the mutual indemnity obligations contained in Paragraphs (a) and (b) above, by carrying equal amounts of insurance (or qualified self insurance) in an amount not less than U.S. \$5,000,000.00. Upon written request, each party shall furnish to the other party certificates of insurance evidencing the fact that the adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereunder, each party agrees that all such insurance policies shall, (a) be primary to the other party's insurance; (b) include the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and, (c) be endorsed to waive subrogation against the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents. (d) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND EACH PARTY RELEASES THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE AT THE DATE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFIT, LOST BUSINESS OR BUSINESS OPPORTUNITIES. (e)

Seller's total liability for all claims, damages, causes of action, demands, judgments, fines, penalties, awards, losses, costs and expenses (including attorney's fees and cost of litigation) shall be limited to and shall not exceed the value of the Goods and/or Services purchased under the Agreement. No liability shall attach to Seller until the Goods and/or Services that give rise to the Claim have been paid for in full. (f) THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN PARAGRAPHS A. THROUGH E. OF THIS SECTION 19 SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OF RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE. (g) Redress under the indemnity provisions set forth in this Section 19 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

20. **INTELLECTUAL PROPERTY RIGHTS.** Drawings and specifications developed by Seller shall remain the property of Seller. Buyer may retain copies of drawings and specifications for use in connection with goods purchased under this Agreement. Buyer shall not use the drawings and specifications for any other use including duplication of Goods, and shall not disclose the drawings or specifications to any third party without the written permission of Seller. The Goods, including all applicable ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Goods, all future upgrades and all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing are the proprietary and intellectual property rights and trade secrets of Seller, having significant commercial value to Seller. Except with respect to the sale of Goods, title to all Goods shall be and remain exclusively with Seller. Seller may freely use any suggestions or recommendations for improvements or modifications to the Goods made by or on behalf of Buyer without attribution except to the extent necessary to register Seller's intellectual property rights under US law or other applicable law, or the need for Seller or any third party to pay Buyer or any third party any royalties or other fees of any kind. No intellectual property or other ownership rights to any Goods are transferred to Buyer by virtue of these Terms. All rights not expressly granted herein are reserved to Seller.

21. **BACKCHARGES:** Any repairs, or other work ordered by the Buyer without consulting Seller shall be at the Buyer's own expense and the warranty shall be null and void. No claim or back charges will be honored by Seller for any reason if Seller was not given the opportunity to 1) determine that the work needed to be done, 2) conduct the work by Seller's personnel or 3) make arrangements for suitable personnel to conduct the work.

22. **GOVERNING LAW:**

a. Except as provided in Article 22 (b) below, the Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, excluding conflicts and choice of law principles. Except as provided for in Articles 19, the parties agree that The Contracts (Rights of Third Parties) Act 1999 as amended shall not apply to the Agreement. Any dispute arising out of or in connection with the Agreement, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Article 22. The number of arbitrators shall be three unless the Claim does not exceed an amount of ONE MILLION U.S. DOLLARS (\$1,000,000.00 USD), in which case the number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England and shall be conducted in the English language. Judgment upon any award may be entered in any court having jurisdiction thereof. Except as may be required by law, neither party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other party.

b. For Goods or Services provided, or to be provided, or where an Order is accepted or fulfilled, by a NOV entity registered in North or South America (the "Americas"), the Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, excluding conflicts and choice of law principles. Any dispute, action or proceeding arising out of or relating to the Agreement must be brought in a state or federal court sitting in Montgomery County, Texas, and each of the parties hereby agrees to irrevocably submit itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum.

23. **GENERAL:** It is expressly understood that Seller is an independent contractor, and that neither Seller nor its principle, partners, employees or subcontractors are servants, agents or employees of Buyer. In all cases where Seller's employees (defined to include Seller's and its subcontractors, direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act. La. R.S. 23:102 et seq., Seller and Buyer agree that all Goods and/or Services provided by Seller and Seller's employees pursuant to this Agreement are an integral part of and are essential to the ability of Buyer to generate Buyer's goods, products, and services for the purpose of La. R.S. 23:106(A) (1). Furthermore, Seller and Buyer agree that Buyer is the statutory employer of all of Seller's employees for the purpose of La. R.S. 23:106(A) (3). Failure of Buyer or Seller to enforce any of these terms and conditions shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provisions of these terms and conditions, or portion thereof, be unenforceable or in conflict with applicable governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and these terms and conditions shall be construed as if such provision superseded all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in these terms and conditions. These terms and conditions shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by an authorized representative of each party.

## FIBER GLASS SYSTEMS L.P., TWENTY-FOUR MONTH WARRANTY

**Limitation:**

*This warranty is limited to new products manufactured and sold by warrantor.*

**The Warrantor:**

*FGS, P.O. Box 210, Belton, TX 76513-0210, Ph. (254) 933-9000*

**Duration:**

*TWENTY-FOUR (24) MONTHS from the date of shipment of this product.*

*The warrantor warrants its Fiberglass products to be free from defects in manufacture, materials or workmanship, under normal and designated use and service to the original purchaser or user. All specifications and materials are approximate, and may vary slightly due to manufacturing techniques by either the warrantor or by suppliers, furnishing raw materials for the manufacturing process.*

*Specifically in regards to Fiberglass tanks, the normal use and service requires:*

- a. That the tanks be installed according to manufacturer's recommendation and according to the nature of its originally intended purpose.*
- b. That chemicals stored therein must be of the nature and percentage of solution designated on the tank and temperatures remain within limitations of those designated in the tank specification.*
- c. That excessive weight due to valves, heavy pipes or strainers, etc. must not be carried by fittings and must be independently supported.*

*Normal use and service EXCLUDES damage due to breakage during shipment, vandalism, flood, fire or other acts of*

*God. Any noncompliance with the above mentioned requirements shall cause this warranty to become VOID.*

*Warrantor's liability shall not exceed the purchase price of the products sold individually; F.O.B. point of delivery; and at the option of the warrantor, repair or replacement may be initiated or an allowance of credit may be granted the buyer.*

*In the event remedy is sought for defect, notification in writing must be given the WARRANTOR within twenty-four (24) months after the date of shipment in order for warranty to be valid. Reasonable time must be allowed for replacement or repair of any product.*

*Products of a nature that can be easily transported must be shipped prepaid to Manufacturer. Any repair to warranted products must be performed by authorized personnel of WARRANTOR or by an authorized representative thereof.*

*This warranty is expressly in lieu of any other warranty expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose.*

*The WARRANTOR SHALL NOT BE liable for any direct, special or consequential damages of any kind, including, but not limited to, materials lost, labor or installed cost, injury, or property damage caused by any defect in any product sold by it. There are no warranties, which extend beyond the description on the face hereof.*

# FIRM PROPOSAL

## CITY OF NORTHGLENN, CO NORTHGLENN WWTP

Quotation No: M21-030 – 08/09/22

Rev. 03

Questions related to this Proposal should be directed to Evoqua's area sales representative:

### SALES REPRESENTATIVE

Scott Marshall

MISCOWater Intermountain

651 Corporate Circle, Golden, CO 80401

Phone: +1 (303) 601-5215

Email: [smarshall@miscowater.com](mailto:smarshall@miscowater.com)



Picture of ZABOCS® Model ZB-6000. Actual product offering may vary.



**RE: ONE (1) HYBRID BIOLOGICAL ODOR CONTROL SYSTEM FOR CITY OF NORTHGLENN**

Thank you for your interest in Evoqua's odor control system. Please find enclosed Evoqua Water Technologies' proposal for providing one (3) ZABOCS<sup>®</sup>, Model ZB-7025, Odor Control Systems. Each system is based on the design criteria listed below in Table 1.

**TABLE 1: DESIGN PARAMETERS**

<b>Model</b>	<b>ZB-7025</b>
Air Flow Rate	4,000 cfm
Average Inlet H <sub>2</sub> S Concentration	40 ppm
Peak Inlet H <sub>2</sub> S Concentration	100 ppm
H <sub>2</sub> S Removal Efficiency	99% or less than 0.5 ppm, whichever is greater.
Water Flow Rate	18 gal/min @ 30 psig
Water Consumption*	1,483 gal/day

\* Estimated water consumption is based on average H<sub>2</sub>S loading condition.

The ZABOCS<sup>®</sup> is a fully assembled, pre-packaged, hybrid biological odor control system fabricated from premium fiber reinforced plastic (FRP) for maximum strength and corrosion resistance. The system uses an inert inorganic media which is used extensively for biological odor treatment and is especially suited for treatment of wastewater odors such as hydrogen sulfide (H<sub>2</sub>S). The system is effective at treating a wide range of odors common to wastewater systems and can provide 99% H<sub>2</sub>S removal at significantly higher air flow rates and smaller footprint compared to conventional biofilter systems. The biological media is followed by a second stage of activated carbon. This second stage is helpful to assure no odors during the biological acclimation period.

We hope to work with you on this project. If you have questions or would like any additional information, please do not hesitate to contact Scott Marshall or myself.

Sincerely,

Jack Euclide  
 Technical Sales Engineer  
 Evoqua Water Technologies

cc: Scott Marshall, MISCOWater Intermountain

## 1. SUMMARY

Evoqua Water Technologies LLC (Evoqua) proposes to furnish the equipment specified in this Quotation in accordance with the scope of supply described in this quotation and subject to the Clarifications/Exceptions and Standard Terms of Sale stated herein.

The information in this quotation is confidential and/or proprietary and has been prepared solely for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without Evoqua's prior written consent.

ITEM & DESCRIPTION	PRICE
ZABOCS® Odor Control System, Model ZB-7025, Qty (3)	\$652,243 USD

Evoqua's price includes only the specific items detailed in this quotation. Items not specifically identified herein are to be furnished by others. Please refer to the excluded items in Section 4 of this quotation for a list of items to be furnished by others.

**A. FREIGHT:** Pricing is FCA shipping point with standard freight allowed to the job site. Our price does not include any costs for unloading, transporting on the site, phased shipments or storage.

**B. QUOTATION VALIDITY:** This quotation is valid for a period of thirty (30) days unless extended in writing by Evoqua. Due to current raw material price fluctuation, Evoqua reserves the right to re-quote the equipment proposed herein after that time.

**C. FIELD SERVICES:** Evoqua's pricing includes the services of a factory field service technician for checking the installed equipment and instruction of Owner's personnel; all of which shall be performed over a total of **one (1) trip with four (4) days on site.**

**D. SERVICE MANUALS:** Our pricing includes an electronic version of the operation and maintenance (O&M) manual as an Adobe PDF file format only. If requested, Evoqua will supply hard copies of the service manual at the customers expense. Drawings will be supplied in an unchangeable TIF, bitmap, or PDF file format only. The rights to the content of Evoqua O&M manuals and drawings belong solely to Evoqua and Evoqua reserves the right to make changes to content at any time.

**E. PAYMENT AND PRICE TERMS:** The terms of payment are net 30 in accordance with the following milestones:

- 10% on drawing submittal delivery;
- 85% on shipment of equipment, or offer to ship;
- 5% on startup of equipment or 120 days from final delivery, whichever occurs first.

**F. CANCELLATION POLICY:** If Evoqua is issued an order and the Buyer cancels or suspends its order for any reason other than Evoqua's breach, the Buyer shall promptly pay Evoqua for work performed

prior to cancellation or suspension and any other costs incurred by Evoqua as a result of such cancellation or suspension. At a minimum, cancellation after executed contract will result in a cancellation fee of 10% of the total order value.

#### **G. MATERIAL ESCALATION:**

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 340.46 for June 2022. If the MMPI exceeds 347.27 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 347.27.

Further Evoqua's price does not account for increased costs, delays and inefficiencies associated with current regulations and guidelines concerning COVID-19. Should these, or any additional, restrictions be implemented by any governing body, the CDC, or the customer or user of the Equipment to address COVID-19, Evoqua reserves the right to request a change order to the extent its costs or time for performance are increased by additional restrictions

**Evoqua's prices are exclusive of any taxes. If this project is not subject to sales or use tax, please issue a Tax-Exempt Certificate with any ensuing purchase order (P.O.). If applicable, please provide a copy of payment bond information with the P.O. With no exemption or if this project is subject to sales or use tax, the Purchaser will be invoiced for taxes at the then-current rate of sales, use or other tax for the jobsite location.**

## **2. DRAWING AND SHIPPING INFORMATION**

Evoqua will furnish shop drawing submittals and equipment per the following project schedule:

- Submittal Drawings: Within six (6) weeks from the date of final agreement by both parties.
- Submittal Drawing Reviews/Approvals: Within four (4) weeks from Evoqua's delivery of Submittal Drawings.
- Shipment of Equipment: System No. 1: Within (20) to (22) weeks after approval of Submittal Drawings. System No. 2: Within (26) to (28) weeks after approval of Submittal Drawings. System No. 3: Within (32) to (34) weeks after approval of Submittal Drawings.

Evoqua has provided typical standard times and shipment dates. Actual times will be provided upon receipt of a Purchase Order based upon current backlog. Evoqua will work closely with the General Contractor and/or Engineer to provide delivery dates to meet the overall project schedule as possible.

If Submittal Drawing Reviews/Approvals are not received by Evoqua in accordance with the project schedule noted above, Evoqua shall be entitled to a reasonable extension of the *Shipment of Equipment* times and/or a reasonable increase in the contract price to cover costs incurred because of Submittal Drawing Review/Approval delays unless the delay is the fault of Evoqua.

### 3. EQUIPMENT SCOPE

The following equipment and services are included in Evoqua’s scope of work. Evoqua Water Technologies’ ZABOCS® system is pre-assembled, packaged, wired to the greatest extent possible, and factory tested. The system is suitable for outdoor installation in a non-hazardous duty location.

**TABLE 2: ZABOCS® ODOR CONTROL SYSTEM, MODEL ZB-7025, EQUIPMENT SCOPE**

No.	Description	Quantity
1.	Evoqua ZB-7025 premium FRP, multi-stage, odor control module, including: <ul style="list-style-type: none"> <li>• Bioglas media for treatment of inorganic odors (H<sub>2</sub>S).</li> <li>• VOCarb 36C media for treatment of inorganic and organic odors.</li> <li>• Vessel Sidewall Insulation.</li> <li>• Humidification/irrigation system including nozzle and internal piping.</li> <li>• Integral nutrient reservoir with heat cable/insulation.</li> <li>• Air exhaust fan with motor.</li> <li>• Relay based NEMA 3R FRP control panel with fan switch, freeze protection, Allen Bradley PowerFlex 525 variable frequency drive (VFD), water valve switch, and water valve timer relay.</li> <li>• Insulated FRP enclosed water control cabinet with irrigation solenoid, rotameter, nutrient feed pump, nutrient injection point, control valves, water pressure control valve, and pressure gauge.</li> <li>• Access manway, ports, drain, and removable top.</li> </ul>	3
2.	Neoprene pad, ¼” thick, 60 durometer.	Included
3.	Initial Fill of Nutrient.	Included
4.	Anchor bolts.	Included
5.	FCA Jobsite.	Included
6.	Field services as noted above.	Included
7.	2-Year Mechanical Warranty	Included

Note that minor field assembly of some sub-assemblies may be required. For shipping purposes some sub-assemblies are disassembled and will need to be re-assembled in the field. Nuts and bolt assemblies are typical of what may be required.



#### 4. EXCLUDED ITEMS

The price from Evoqua includes only those items listed in this Quotation. The items listed below are excluded:

1. Equipment offloading, storage, and installation.
2. Site preparation work, demolition, civil works, foundation design including anchorage calculations, concrete, grout, mastic, sealing compounds, shims, and any structural calculations.
3. Design and supply of insulation board to be installed between the concrete pad and underneath the FRP vessels for vessel base freeze protection.
4. Loading of lower Bioglas media layer into vessel
5. Loading of top carbon bed layer after acclimation.
6. Modifications to existing equipment or structures.
7. Design, supply, and installation of all odor extract ducts including ductwork, dampers, flexible connectors, transitions, fasteners, gaskets, duct supports and flashing, up to the fan inlet slip type connection.
8. Design, supply, and installation of heat tracing and insulation of all exposed piping for water and drain, including piping located on the hybrid biological odor control system water and nutrient feed system. This includes any required heat tracing for exhaust fan drain, if required.
9. Sound enclosure for fan and motor assembly. Noise attenuation for sound requirements, if required.
10. Vibration testing and sound level confirmation tests.
11. Any customization required to install the system in a hazardous location.
12. Mounting of electrical control panel in a non-hazardous location and all electrical materials and their installation from control panel to remote located equipment and instruments such as a fan and remote-located instrumentation.
13. Electrical field wiring, materials, and their installation from the electrical control panel to any remote instruments. Any programmable logic controller (PLC) based electrical control panel. Any programming to interface the biofilter electrical control panel with a plant PLC. Note: Evoqua's electrical control panel will include dry contacts for remote monitoring.
14. Air flow balancing.
15. Utility connections:
  - a. 460 VAC, 3 ph, 60 Hz power to the electrical control panel, including surge protection of inlet power supply and grounding.
  - b. Drain piping to match the drain fitting on the ZABOCS® unit. Note: the system drain is to be equipped with a 7" (minimum) barometric P-trap to prevent odor leakage out of the drain. Provisions need to be made in the drain piping for sample access to check the pH of the drain water.
  - c. Incoming water piping to match the ANSI B16.5 flange connection at the water piping system inlet. Note: a minimum of 30 psig water supply pressure is required.
16. Any temporary odor control system or temporary odor control measures.
17. Monitoring the odor control system operation and collecting/reporting data to Evoqua (or any other party) during the acclimation period.
18. Supervisory services; laboratory, shop, or field testing, unless specifically listed in Evoqua's scope.
19. Any additional services for installation, start-up, or testing other than included in Evoqua's scope.
20. Videotaping at the job site, including videotaping of operator training.
21. Any painting or surface preparation. All equipment is factory finish only.

22. Wiring of motors or controls, control panels, or panel supports.
23. Underwriters Laboratory inspection of electrical controls.
24. Electrical, hydraulic, or pneumatic controls.
25. Piping, valves, wall sleeves, gates, drains, weirs, baffles.
26. Floor grating, stairways, ladders, platforms, handrailing.
27. Lubricants, grease piping, grease gun.
28. Machinery or bearing supports, shims.
29. Tools or spare parts, unless specifically listed in Evoqua's quotation.
30. Safety equipment.
31. Detail shop fabrication drawings.
32. Any warranty of carbon media.
33. Any sales, federal, state, local user, excise, or other similar taxes.
34. All licenses and permits.
35. Any items not explicitly listed under Evoqua's scope of supply.

## 5. CLARIFICATIONS/EXCEPTIONS

The equipment specified herein shall conform to the specification sections referenced in Section 1 of Evoqua's Quotation to the extent they are technically applicable to Evoqua's scope of supply as described in this Quotation and subject to the following clarifications:

Article, Section	Clarifications/Proposed Modifications
General Terms and Conditions	Evoqua will negotiate an acceptable set of terms and conditions at time of order placement. If the parties fail to reach a mutual agreement, then neither Evoqua nor Buyer will have any liability to the other for such failure.
General Terms and Conditions	Please note that: "It is understood that Evoqua's obligations regarding the performance of the equipment are contingent upon Buyer meeting the specified influent requirements and that Evoqua's obligations regarding performance of the equipment are satisfied once Evoqua successfully completes the one-time performance test. In the event Evoqua cannot meet the functional requirements after having three (3) opportunities to do so, Evoqua will, at Evoqua's sole option, either: (a) repair, replace or modify the equipment to enable it to pass the performance test; or (b) pay, in the form of liquidated damages, an amount equal to 20% of the total contract value. The remedies set forth in the preceding sentence are Evoqua's exclusive remedies for failure to successfully complete the performance test and shall be limited to 20% of the total contract value. The limitation on remedies for failure to successfully complete the performance test are subset of the total Limitation of Liability contained in Evoqua's Standard Terms of Sale."

**Evoqua's standard terms and conditions, including without limitation Evoqua's warranty obligations in Article 7 govern the purchase and sale of equipment, products, and related services, referred to in Evoqua's proposal. Evoqua's offer or acceptance is expressly conditioned on Buyer's assent to these terms. Evoqua rejects all additional or different terms in any of Buyer's forms or documents.**

**The influent and effluent criteria listed in the Bid Documents was used as the basis of design for equipment selection. Evoqua makes no express or implied performance warranty by offering equipment under this specification, unless specifically included in Evoqua's proposal. System performance may be impacted by factors outside of Evoqua's control. These factors may include but are not limited to site conditions including variation in flows and loadings, operator inputs, temperature, pH, toxic or inhibitory substances, and failure or limitations of other unit processes.**

## 6. ADDITIONAL FIELD SERVICES

Should the Purchaser feel that additional services will be required, they can be purchased from Evoqua. Additional services may be purchased at the per diem rate stated below.

Evoqua's price does not include service of a factory field service technician during the time of installation of the equipment items.

In the event Purchaser wishes to videotape the Evoqua field service personnel during start-up and/or field service, Purchaser must execute Evoqua's standard "Videotape Agreement" in which the Purchaser shall expressly waive any claim against Evoqua, for injury or damage caused by inaccuracies or errors in such videotape(s), and acknowledge that such videotaping is done by Purchaser at its sole risk.

**TERMS GOVERNING FIELD SERVICES:** Services of a factory field service technician to inspect installation and/or first operation of the products specified in the quotation can be furnished by Evoqua at the following rates:

- A.** Supervision or consultation of a process service technician within the continental limits of the United States: \$1,400 per eight (8) hour day, Monday through Friday inclusive.
- B.** Supervision or inspection of a field service technician within the continental limits of the United States: \$1,200 per eight (8) hour day, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday will be charged double time; time worked on U.S. Holidays will be charged triple time.
- C.** Traveling, living and incidental expenses at cost, including shipping charges on tools and other equipment which the factory field service technician has shipped to the construction site.
- D.** Travel time will be charged to and from Purchaser's construction site, and weekend or holiday travel request or required by Purchaser will be charged at the overtime rates.
- E.** Rescheduling or cancellation of a field service trip once booked will incur the greater of either a \$1,500 cancellation or re-scheduling charge, or actual costs.

Rates shown above apply only to additional services performed within twelve (12) months from the date of Quotation. Additional services performed after twelve (12) months from the date of Quotation shall be subject to Evoqua's current rates at the time such service is provided. Except for the direct acts or omissions of the factory field service technician, the responsibility for the installation and/or first operation shall be Purchaser's. Evoqua will assume responsibility for workmen's compensation coverage of Evoqua employees only and will provide umbrella liability coverage during installation. All other insurance coverage and necessary materials to accomplish installation shall be provided by Purchaser.

**QUOTATION SUBMITTED BY EVOQUA WATER TECHNOLOGIES LLC**

Signature below indicates acceptance of this quotation including the Standard Terms of Sale attached hereto and will act as the purchase order document between Evoqua Water Technologies LLC, the Seller, and the Buyer. The Standard terms of Sale shall form the complete and only set of terms for this order.

**Accepted by Buyer:**

**Acknowledged by Seller:**

\_\_\_\_\_  
Company

Evoqua Water Technologies LLC  
\_\_\_\_\_

Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Billing Address

Evoqua Water Technologies LLC  
12310 World Trade Drive, Suite 108  
San Diego, CA 92128  
\_\_\_\_\_

Address

\_\_\_\_\_  
Shipping Address

**Please submit the signed proposal to [TWEL@evoqua.com](mailto:TWEL@evoqua.com) along with the Billing Address, Shipping Address, Tax-Exempt Certificate, and a Copy of Payment Bond. It is clarified that the purchase order price does not include sales tax and that sales tax is to be added to the sale price unless the Seller receives a Tax-Exempt Certificate or Resale Certificate.**

## **EVOQUA WATER TECHNOLOGIES LLC**

### **STANDARD TERMS OF SALE**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
  
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
  
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are Ex Works Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
  
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
  
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
  
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
  
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured

or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) thirty (30) months from delivery of the Work or (ii) twenty-four (24) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then **any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators** who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. **The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision** of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

May 2015



## EQUIPMENT PROPOSAL

**DATE:** 8/5/2022

**Project:** Northglenn Odor Control

**TO:** All Contractors

**FOB:** Shipping Point

**EQUIPMENT:** Chemical Feed and Tanks

**TERMS:** Net 30 Days

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2ea – 4,050-gal Ferric Tanks (FCT-1/2)

- Assmann Double Wall XLPE Tank, 1.9 x 1.5 SG, 96"D x 177"
- 1" Titanium Outlet/Drain with Flex Connection and 2" x 1/2" Red Bushing
- 3" Bulkhead Inlet
- 6" Mushroom Vent w/PE Screen
- 3" Bulkhead Overflow
- (2) 1" PVC/EPDM Ball Valves (Outlet/Drain)
- Leak Detection
- 2" Insulation
- Heat Trace 80 degree delta
- Seismic Restraints with Calcs
- E+H Ultrasonic Level Transmitter, 2-wire (ULI-1/2)

1ea – 1,000-gal Waste Storage (WST-1)

- Palmer Double Wall, Horizontal Fiberglass Tank, 48"D x 13'L
- 3-ft Bury
- (2) 24" Manways
- 1" Flg Inlet
- 2" Flg Outlet with Down Pipe and Blind Flg
- 3" Vent with PVC Screen
- Manual Leak Inspection Port

1ea – Dual Pump Ferric Feed System

- (2) Blue-White M3 Metering Pump, 33gph @ 40psi (FCP-1/2)
- Dual Pump Chemical Feed Panel, Wall Mounted
  - 1/2" PVC Pipe & Fittings Mounted on 3/4" x 60"W x 48"H PP Sheet
  - Clic Pipe Supports with SS Hardware
  - (8) 1/2" PVC/EPDM Isolation Ball Valve
  - (2) 1/2" PVC/EPDM Check Valve
  - (1) 2,000ml Calibration Column (CC-1)
  - (1) 1/2" Clear PVC Y-Strainer, T.U.
  - (2) 1/2" Pressure Relief Valve
  - (1) Pressure Gauge w/Diaphragm Seal
- 3/4" x 1" x 10" PVC/EPDM Insertion Quill w/Isolation Valve

Budget Price: \$177,805.00

**Note:** The above pricing, unless specifically stated otherwise, does not include installation, pipe, valves, fittings, flange or MJ accessories, anchors, gauges, conduit, wiring, motor starters, controls, extension stems, valve boxes, floor stands, position indicators or other accessories that may be required for installation. Pricing does include, if required, one(1ea) electronic copy of engineering submittals for approval, and two (2ea) hard copies of O&M manuals. Start-up service, if required, should be added at the cost of \$750.00 per day, plus all travel and related expenses from our Golden office. No deviation from the attached terms and conditions will be accepted, unless agreed to in writing by an officer of MTE



770.664.6513 Voice

[www.tracomfrp.com](http://www.tracomfrp.com)

[sales@tracomfrp.com](mailto:sales@tracomfrp.com)

6575-A Industrial Way, Alpharetta, Georgia, 30004, USA

Quotation #080922A00B00			
TO:	J.R. Filanc Construction Company, Inc.	SHIP TO:	TBD
	455 W 115 <sup>th</sup> Ave, Suite 3	DATE:	2022.08.09
	Northglenn, CO 80234	PROJECT:	Northglenn Metering Pump Station
ATTN:	Justin Whittaker	PREPARED BY:	Andrew Helbling

QUOTE BASED UPON:	Proposal # 21-1120-81
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ITEM	QTY.	PART #	DESCRIPTION	PRICE
A	1	S-6X08	One-Piece Fiberglass Shelter, with: -Outside dimensions: 6'-0" W x 8'-0" D x 7'-6" H (peak) -Resin, Isophthalic polyester -Foam core, polyisocyanurate, 1" thick (R~7) -Gel coat with U.V. inhibitors, grey cloud, textured finish -Mounting flange, internal, with neoprene rubber gasket -Lifting eyes, steel, removable -Single door assembly, with: -36" W x 78" H -Strap door hinges, (2), 304 S.S. -Door lever, key-locked/classroom style, S.S. -Door stop, overhead, compression spring cushioned, S.S. -Door sweep, aluminum flange, neoprene seal -Threshold, heavy-duty vinyl, glue-on -Drip cap, molded, fiberglass -Pre-wired (12 gauge THHN in Sch. 40 PVC conduit)	\$19,970
	1	PWR-WIRE	-Load Center, NEMA 3R, 125A, Main Lug, 120/240 VAC, 1 phase, 8 branch	
	1	PWR-LC-ML-3-125-8-I	-Circuit Breakers, 15A/20A, 1P (for provided electrical only)	
	1	PWR-GFCI-ODOOR-I	-Duplex outlet, commercial grade, 15 A, GFCI, weatherproof cover	
	1	PWR-SWITCH-SNGL-I	-Switch, weatherproof, single toggle (light & fan on same switch)	
	1	LT-JELLY-NEMA4X	-Light Fixture, Jelly Jar type, NEMA 4X, A21 bulb accepted, 150W maximum	
	1	HVAC-FAN-10-I	-Fan, exhaust, 10" 524 CFM, shutter-mounted	
	1	HVAC-H-SS-PAW-I	-Heater, 1,500 watt, 304 stainless steel, surface mount, 95 CFM, thermostat	
	1	HVAC-V-10X10-I	-Shutter, FRP, gravity operated, 304 S.S. insect screen, 10" x 10"	
	1	FAB-MNT-42X48	-Mounting panel, marine-grade plywood, embedded in-wall, 42" x 48" x 3/4" T	
	2	FAB-HOOD-S	-(2) Hoods, Small, fiberglass, 14" W x 7" D x 14" H (for fan and shutter)	
Estimated Freight (valid for 30 days), PP&A, to: Colorado				\$1,850
<b>TOTAL PRICE</b>				<b>\$21,820</b>



**NOTES AND EXCEPTIONS**

Notes

**Address all purchase orders to:**

Tracom, Inc.  
6575-A Industrial Way  
Alpharetta, Georgia 30004

**Price Terms:** F.O.B. Factory, Freight Prepaid and Add, and Valid Only in the Quantities Shown. Prices in US dollars.

**Lead-time Terms:** Average lead time is 15-20 weeks. Actual lead-times may be longer or shorter without notice. This document is not a guarantee of lead time. All lead times are ARO of approved submittals.

**Proposal Terms:** Valid for thirty (30) days from the date of quotation and only with the FULL, UNALTERED ACCEPTANCE of Tracom terms and conditions.

**General Terms:**

- Orders above \$50,000: 50% payment (less freight) required at submittal release and NET 30 from date of shipment to approved Buyers.
- Orders less than \$50,000: Net 30 payment required from date of shipment to approved Buyers.
- Buyers with un-approved credit are required to make 100% payment at booking of shipment.
- Retainage is not allowed.
- Failure to pay within the terms will suspend the warranty and require a warranty reactivation fee.
- Prices quoted are net to you, and do not include freight, installation, start-up assistance, taxes, or any items, goods or services not specifically listed, regardless of specification.
- Freight, if quoted, is an estimate only, actual freight charges will apply.
- Orders canceled after release to production shall incur a minimum, non-refundable cancellation fee of 10% (\$500 minimum).
- This quote was assembled per **QUOTE BASED UPON:** (see top of page 1) and NOTHING ELSE.
- If a product or sub-product is not listed in this quote's **DESCRIPTION**, then it is not included in Tracom's quoted scope-of-supply.
- If a service is not listed in this quote's **DESCRIPTION**, then it is not included in Tracom's quoted scope-of-supply.
- If a certification or report not listed in this quote's **DESCRIPTION**, then it is not included in Tracom's quoted scope-of-supply.
- If an engineering stamp/calculation/report is not listed in this quote's **DESCRIPTION**, then it is not included in Tracom's quoted scope-of-supply.
- It is the responsibility of the Buyer to obtain local / state / federal permits and approvals to place this product into service.
- Tracom does not provide hard copies of any document.
- Tracom does not provide / assemble Operation and Maintenance manuals. Tracom's O&M is a (1-2 page) document referring only to the fiberglass products manufactured in-house. Operations and Maintenance information for components is included in the Tracom Product Submittal and will not be reassembled into a new document.

**Project Specific Exceptions:**

-

## TERMS AND CONDITIONS OF SALE

1. **BUYER'S TERMS AND CONDITIONS:** The Seller's (Tracom) terms and conditions are in lieu of and exclude all other Terms & Conditions, both expressed and implied. Buyer's terms and conditions in direct conflict with this document must be resolved by editing this document and signed execution by both Buyer and Seller.
2. **GOVERNING LAW, VENUE, AND JURISDICTION:** All purchase agreements shall be governed by and construed under the Uniform Commercial Code as adopted by the State of Georgia as effective and in force on the date of order acceptance. Both the Seller and the Buyer shall agree to the sole jurisdiction of the courts of the State of Georgia for any suit brought by either party.
3. **ACCEPTANCE OF PURCHASE ORDER:** No purchase order is considered to be valid unless accepted by the Seller's authorized representative. The Seller may accept or decline purchase orders at its convenience, without recourse by the Buyer.
4. **FREIGHT:** All prices are in U.S. dollars, F.O.B. FACTORY with transportation charges prepaid and added, and valid only in the quantities quoted, unless expressly agreed to in writing at the time of quotation by an authorized employee of the Seller. The Buyer agrees that freight estimates given by the Seller are estimates only and that the Buyer is solely responsible for the payment of said freight charges. The Buyer shall reimburse the Seller for all freight cost forthwith upon demand.
5. **TIME OF SHIPMENT:** The Seller provides estimated delivery dates only for the convenience of the Buyer. The Seller shall not be liable for any delay or failure to produce, process, ship, or deliver occasioned by Force Majeure to include all circumstance or actions beyond the Seller's direct and immediate control. The Seller is not relieved from making shipment or the Buyer from accepting delivery at the agreed upon price when the cause interfering with delivery is removed. If shipment of completed equipment or any completed part is delayed due to the Buyer's request, the Buyer is expected to make payment of all periodic or partial invoices. Risk of loss shall pass to the Buyer upon delivery to the carrier on shipments made F.O.B. Factory.
6. **BANKRUPTCY:** In the event that (a) the Buyer files a voluntary petition initiating any proceedings under the United States Bankruptcy Court with respect to itself; (b) Any involuntary petition initiating a proceeding under the United States Bankruptcy Court is filed against the Buyer and such petition is not dismissed within thirty (30) calendar days; (c) The Buyer is adjudicated as bankrupt; (d) The Buyer makes an assignment for the benefit of its creditors or takes the benefits of any insolvency laws; (e) A receiver is appointed for the Buyer or for a substantial part of its property and such appointment is not discharged within sixty (60) calendar days; (f) The Buyer shall admit in writing its inability to pay its debts generally as they come due; (g) Any governmental body or agency condemns or requisitions any significant asset of the Buyer; (h) The Buyer fails to post security requested by the Seller within fifteen (15) calendar days after the request; or (i) the Buyer commits any breach of contract and fails to remedy such breach within seven (7) calendar days after giving notice to thereof to the Seller, then in any and all such cases the Seller may by notice to the Buyer in writing, fax, or electronic mail cancel any existing or resulting contract so far as any future performance by the Seller is concerned but without prejudice to the rights and remedies provided by the State of Georgia to either party arising of any antecedent performance or breach.
7. **EXCLUSION OF CONSEQUENTIAL DAMAGES:** The Buyer specifically understands and agrees that under no circumstances shall the Seller be held liable for economic, special, incidental, or consequential damages or losses of any kind whatsoever, including but not limited to, loss of anticipated profits and any other loss caused by reason of the non-operation or late arrival of the goods or services. This exclusion is applicable to claims for breach of warranty, tortious conduct, or any other cause of action against the Seller.
8. **TORT LIABILITY:** The Buyer specifically understands and agrees that the Seller and its officers, agents, and employees shall not be liable in tort (whether based on negligence, strict liability, or any other theory of tort liability) for any action or failure to act in respect to the manufacturer, preparation for sale, sale, delivery, or servicing of the product(s). It is the Buyer's intent to absolve and protect the Seller and Seller's officers, agents, and employees from any and all tort liability.
9. **PRICES:** The price of goods and services shall be valid only as long as the term expressly stated on the quotation. In the event that the period of validity is not expressly stated in the quotation, the quotation shall be assumed to be in effect for thirty (30) calendar days from the date of the offering.
10. **CANCELLATION:** The Buyer may cancel their order by written notice at any time, provided that the Buyer pays cancellation charges based on the percentage of work completed. Orders cancelled after release to production shall incur a minimum non-refundable cancellation fee of 10% (\$500 minimum).
11. **RETURNS:** The products provided by the Seller are of a custom nature and are not returnable. Those items deemed by the Seller to be have sufficient potential for resale may be considered for a buy-back by the Seller. As such, price paid by the Seller to buy-back a product shall be determined solely by the Seller. No items shall be returned by the Buyer without the express written consent of the Seller.
12. **THE EXTENSION OF CREDIT:** Credit shall be provided to the Buyer solely at the discretion of the Seller.
13. **CREDIT, NON WAIVER:** If the Buyer fails to fulfill the terms of payment in every respect, the Seller is not obligated to make delivery and may resort to the remedies provided under the law or herein. The Seller reserves the right, prior to making delivery, to require from the Buyer satisfactory security performance of the Buyer's obligations.
14. **ORDER DISCREPANCY:** In the event that the Buyer finds that goods are damaged; the Buyer agrees to notify the Seller in writing within twenty-four (24) hours of receipt. The Buyer shall be solely responsible for contacting and making arrangements with the freight company for inspection of the goods, and if necessary, filing a claim for damage. The Buyer further agrees to notify the Seller within ten (10) calendar days of receipt of any shortage or inaccuracy in the order. In the event that the Buyer does not notify the Seller within the ten (10) day period, any repair, replacement, or correction of the delivered goods shall be at the discretion of the Seller. The Buyer understands and agrees that the Seller is not responsible for the correction of order discrepancies brought to the Seller's attention after the ten (10) calendar day notification period has passed. The Buyer shall be liable, after the notification period, for any and all freight charges to the Seller's facility in the event that the Seller allows repair, replacement, or correction. Damage during transit to the point of delivery must be claimed within the time frame and in the manner expressed in the Order Discrepancy Form provided with the packing list. The Seller's warranty document provided in the executed Product Submittal shall govern warranty repair or replacement of merchandise.
15. **INVOICING AND BILLING:** for purposes of invoicing and billing, each shipment hereunder shall be treated as a separate and independent contract. The invoice due date shall be calculated from the date the product is transferred to the freight carrier (or the date of completion if the Buyer is to arrange pick-up). No other timeframe shall apply. Postdated, unsigned, or incorrect payments shall not be acceptable. Payment must be received at Seller's office by the due date of the invoice. Payment must be correct, complete, and unencumbered. Interest penalties shall accrue until the payment is correct, complete, and unencumbered.
16. **RETAINAGE:** The Seller does not accept retainage on any order issued by the Buyer. In the event that the Seller accepts retainage, acceptance must be in writing and accompanied by a definite and mutually agreed upon method of execution to be considered to be in effect.
17. **LATE PAYMENT AND COLLECTION:** The Buyer agrees to pay in full any and all late charges as outlined below. Should the Buyer not remit payment to Seller for the complete sale price (including freight) within the payment terms, the Buyer's outstanding debt will accrue late charges of 2% per month (or portion thereof). All delinquent accounts shall be forwarded to **Dun and Bradstreet Receivables Management Service** for collection. The Buyer shall be solely responsible for any and all outstanding invoice amount plus any and all reasonable collection charges. Minimum late charge is \$500. In the event that attorney intervention is required in the collection of the account, expenses incurred will qualify as collection charges.
18. **WARRANTY:** Seller warrants equipment per the Seller's Statement of Warranty Form in effect at the time of order. Failure to file claims within the time frame and in the manner expressed in the Order Discrepancy Form may result in claims being waived. Damage due to improper storage, subsequent reshipment, transportation, or movement of the product shall not be warranted. Failure to pay within the payment terms extended by the Seller will suspend the warranty and shall result in the notification of all affected parties. Should payment become greater than 28 days past due, reestablishment of the warranty shall require a warranty reactivation fee of \$500.



770.664.6513 Voice  
[www.tracomfrp.com](http://www.tracomfrp.com)  
[sales@tracomfrp.com](mailto:sales@tracomfrp.com)  
6575-A Industrial Way, Alpharetta, Georgia, 30004, USA

**August 10, 2022**

**WGC# ICO13310-07**

Attention: Mr. Justin Whittaker  
J.R. Filanc Construction Company, Inc.  
455 West 115<sup>th</sup> Avenue  
Northglenn, CO 80234

Reference: City of Northglenn  
Force Main Odor Control Facilities

Subject: **Revised Electrical Scope of Work & Final GMP Pricing**

Weifield Group Contracting Inc. is pleased to provide our Budgetary proposal on the referenced project. Our pricing and scope of work is based on the following:

- 100% Design (Issued for Review) Drawings dated June 17, 2022
- Site Visit conducted on January 31, 2022
- BioFilter & Ferric Injection I/O List dated February 7, 2022

**We Acknowledge the following Contract Amendments:**

No Formal Addendums were issued

**The following Inclusions, Exclusions and Clarifications are an integral part of this proposal:**

**General Inclusions:**

1. Daily cleanup of identifiable debris to dumpsters provided by others.
2. Electrical Permit Fees.
3. All safety equipment and tools required for our scope of work.
4. Mobilization of electrical equipment and supplies to the jobsite.
5. Core Drilling for new raceways,
6. Conduit sleeves and fire caulking for all new electrical penetrations.
- 7. Provide Two Year Warranty.**
8. Provide Trenching, Backfill, Compaction and Sand Encasement for all new underground electrical raceways.
9. Provide all PLC Programming for a complete and operable system.

10. Provide all required Testing and Startup Services.
11. Provide four hours of on-site owner training.

**Ferric Chloride System:**

1. Provide and install two (2) new 20Amp, 120V, 1-Pole Circuit Breakers for the existing Vault Panelboard.
2. Provide and install one (1) new Process Control Panel complete with PLC Processor and Ethernet Switch.
3. Provide and install one (1) 20Amp, 120V circuit from the power panel to the PLC Cabinet.
4. Provide and install one (1) 20Amp, 120V circuit from the power panel to the Chemical Feed Pumps.
5. Provide and install one (1) 20Amp, 120V circuit from the existing Power Panel to the Pump Building for general lighting.
6. Provide and install one (1) 20Amp, 120V circuit from the existing Power Panel to the Pump Building for general purpose GFCI Receptacles.
7. Provide and install Control Wiring from the Chemical Feed Panel to the PLC Cabinet.
8. Provide and install one (1) new 4' LED Light Fixture and (1) new Single Pole Switch for general lighting in the Pump House.
9. Provide and install one (1) new general purpose Duplex Receptacle in the Pump House.
10. Install one (1) new Ultrasonic Level Transmitter on each Ferric Chloride Storage Tank.
11. Provide and install Instrumentation Wiring from each Level Transmitter to the PLC Enclosure.
12. Provide and install 240V 1-Phase Heat Trace System for the two (2) 4000 Gallon Storage Tanks and all above ground process piping.
13. Provide and install one (1) new Water On Floor Switch in the existing vault.
14. Provide and install one (1) new Water On Floor Switch at the new Pump Building.
15. Provide and install one (1) new Door Intrusion Switch at the Ferric Pump House.
16. Provide and install one (1) new Hatch Intrusion Switch at the existing vault.
17. Provide and install one (1) new 12" x 12" x 6" Nema-4X Stainless Steel Junction Box complete with Terminal Blocks inside the existing Injection Vault.
18. Provide and install one (1) new 12" x 12" x 6" Nema-4X Stainless Steel Junction Box complete with Terminal Blocks on the Pump Building exterior wall.
19. Provide and install one (1) new Ubiquity Radio System complete with Radio, Antenna, GRC Conduit Mast, Cable and Terminations.
20. Provide and install one (1) new 240V, 1-Phase Electric Unit Heater complete with integral thermostat for Pump Building.
21. Provide and install new #4/0AWG Bare Copper Ground Loop around the Tank & Pump Building Area. Provide Ground Rods, Test Well and Cadweld Connections per drawing E-104.
22. Provide Arc Flash / Device Coordination Study and all required Equipment Labels.
23. Provide PVC Coated Expansion / Deflection Fittings on all vertical conduit stub-ups.

**BioFilter Site:**

1. Provide and install one (1) new 2" RGS Conduit with (12) #10AWG XHHW Conductors from existing Panelboard PPHW to the north exterior wall of the Mechanical Room. Terminate conduit and conductors in a new 18" x 18" x 6" Deep Nema-4X Stainless Steel Terminal Box.

2. Provide and install one (1) new 2" RGS Conduit with (24) #14AWG XHHW Conductors from existing Panel PLC-HW to the north exterior wall of the Mechanical Room. Terminate conduit and conductors in a new 18" x 18" x 6" Deep Nema-4X Stainless Steel Terminal Box.
3. Provide and install one (1) new 2" RGS Conduit with Nylon Pullstring from the existing Electrical Room to the north exterior wall of the Mechanical Room. Terminate conduit in a new 18" x 18" x 6" Deep Nema-4X Stainless Steel Terminal Box.
4. Provide and install one (1) new 18" x 18" x 6" Deep Nema-4X Stainless Steel Terminal Box on the north exterior wall of the Mechanical Room.
5. Provide and install three (3) new 2" Sch-40 PVC Conduits from the Terminal Box located on the north wall of the Mechanical Room to the BioFilter Pad.
6. Provide and install one (1) 30Amp, 480V, 3-Phase feeder to each of the new BioFilter Units (Typical of 3).
7. Provide and install one (1) new Ubiquity Radio System complete with Radio, Antenna, GRC Conduit Mast, Cable and Terminations.
8. Provide and install new Control Wiring from the BioFilter Units to an existing PLC Cabinet Located in the Headworks Building.
9. Provide and install one (1) new PLC Card and one (1) new Ethernet Switch at the existing PLC Cabinet located in the Headworks Building.
10. Provide and install 240V 1-Phase Heat Trace System for the Non-Potable Water Line.
11. Provide and install new #4/0AWG Bare Copper Ground Loop around the BioFilter Pad. Provide Ground Rods, Test Well and Cadweld Connections per drawing E-103.
12. Provide an updated Arc Flash / Device Coordination Study and all required Equipment Labels.
13. Provide PVC Coated Expansion / Deflection Fittings on all vertical conduit stub-ups.
14. Utilize (3) existing 30Amp, 480V, 3-Pole Circuit Breakers in Panelboard PPHW to feed the new BioFilter Units.
15. Provide and install one (1) new 1" RGS Conduit with (6) #10AWG XHHW Conductors from existing Panel LPHW to the north exterior wall of the Mechanical Room. Terminate conduit and conductors in a new 18" x 18" x 6" Deep Nema-4X Stainless Steel Terminal Box.
16. Provide and install one (1) new 1" Sch-40 PVC Conduit with (6) #10AWG XHHW conductors from the Terminal Box located on the north wall of the Mechanical Room to the BioFilter Pad.
17. Provide and install one (1) new Pole Mounted LED Area Light at the BioFilter Pad. Provide one (1) new 20Amp 120V Weatherproof GFCI Receptacle on the pole.

**GENERAL CLARIFICATIONS:**

1. Cancellation charges incurred by Weifield shall be the responsibility of the customer along with associated freight charges.
2. Weifield shall not be liable for errors, omissions, inadequacies of materials, or equipment specified or supplied by others.
3. We assume all equipment furnished and installed by others will be delivered complete and installed in a timely manner to allow timely completion of our portion of the work.
4. All new underground conduit and fittings installed at both sites will be Sch-40 PVC w/ PVC Coated GRC Vertical Stub-ups.
5. All new above grade conduit and fittings installed at both sites will be PVC Coated GRC.
6. Filanc Construction will need to remove & replace one section of concrete sidewalk on the north side of the Headworks Building to allow installation of new power & control conduits.



**EXCLUSIONS:**

1. All Design & Engineering Fees.
2. All Federal, State, Local, County, RTD and Use Taxes (We are assuming the project is Tax Exempt).
3. Payment & Performance Bond.
4. Bid Bond.
5. All Utility Company Engineering and Construction Costs associated with both Temporary and Permanent Power Development.
6. All costs associated with delays and/or extension of the project schedule.
7. Builders Risk Insurance.
8. All Surveying required for electrical work.
9. Formed concrete housekeeping pads, transformer pads, pole bases and electrical equipment pads.
10. Cut, patch, and replacement of concrete, asphalt, or landscaping.
11. Repair of fireproofing on structure or decks.
12. All painting of conduits and enclosures.
13. Providing any spare Electrical, PLC or Instrumentation Spare Parts.
14. Increased costs associated with any future tariffs.
15. All Lightning Protection System Work.
16. All Cathodic Protection System work.

**Pricing:**

<b>Ferric Chloride Site</b>	<b>\$ 138,525.00</b>
<b>BioFilter Pad</b>	<b>\$ 135,350.00</b>
<b>Total Revised GMP Pricing</b>	<b>\$ 273,875.00</b>

<b>Option #01: Provide Pole Mounted LED Area Light and 20Amp Weatherproof GFCI Receptacle @ BioFilter Pad</b>	<b>ADD \$ 7,250.00</b>
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**Payment & Performance Bond Add 1.25%**

We thank you for the opportunity to provide a proposal on this project and we look forward to working with you. If you have any questions, please feel free to contact the undersigned.

**WEIFIELD GROUP CONTRACTING INC.**  
**Marty Sandersen**  
Sr. Preconstruction Manager  
303.990.0811

**CITY OF NORTHGLENN  
2022-114 WWTP Water Mitigation**

**EXHIBIT B**

**General Conditions of Contract between Owner and Construction Manager**

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## ARTICLE 1 GENERAL

### 1.1 Mutual Obligations

- 1.1.1 Owner and Construction Manager commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

### 1.2 Basic Definitions

- 1.2.1 **Contract** refers to the executed Contract between Owner and Construction Manager - Cost Plus Fixed Fee with an Option for a Guaranteed Maximum Price.
- 1.2.2 **Basis of Design Documents** are those documents specifically listed in the GMP Proposal as being the "Basis of Design Documents."
- 1.2.3 **Construction Documents** are the documents, consisting of drawings and specifications, prepared or assembled by the Owner's Design Consultant consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Construction Manager, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.
- 1.2.4 **Day or Days** shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- 1.2.5 **Design Consultant** is a qualified, licensed design professional who is not an employee of Construction Manager and is retained by the Owner to furnish design services required to support the Owner and the Construction Manager in completing the Work.
- 1.2.6 **Final Completion** is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the Punch List prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2 of the General Conditions of Contract.
- 1.2.7 **Force Majeure Events** are those events that are beyond the control of both Construction Manager and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.
- 1.2.8 **General Conditions of Contract** refers to this General Conditions of Contract between Owner and Construction Manager.
- 1.2.9 **GMP Exhibit** means that amendment attached to the Contract, which will have been agreed upon by Owner and Construction Manager after the execution of the Contract pursuant to Section 6.6 of the Contract.
- 1.2.10 **GMP Proposal** means that proposal developed by Construction Manager in accordance with Section 6.6 of the Contract.
- 1.2.11 **Hazardous Conditions** are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

- 1.2.12 Legal Requirements** are all applicable statutes, laws, codes, ordinances, rules, regulations, orders and decrees of any federal, state, or local government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any of the Work.
- 1.2.13 Owner's Project Criteria** are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Construction Manager's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.
- 1.2.14 Project** means the project identified on Page 1 of the Contract.
- 1.2.15 Site or Project Site** is the land or premises on which the Project is located.
- 1.2.16 Subcontractor** is any person or entity retained by Construction Manager as an independent contractor to perform a portion of the Work and shall include material men and suppliers.
- 1.2.17 Sub-Subcontractor** is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include material men and suppliers.
- 1.2.18 Substantial Completion or Substantially Complete** means the date on which the Work, as modified by any Change Orders agreed to by Owner and Construction Manager, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.
- 1.2.19 Work** is comprised of all Construction Manager's reviews, support, management, construction and other services required by the Contract Documents for the management and construction of the Project, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.
- 1.2.20 Preliminary Construction Documents** are preliminary drawings and technical specifications provided to the Construction Manager with sufficient detail about the project's design and construction objectives as well as material and equipment requirements. These drawings and specifications are to be used by the Construction Manager in developing the project's guaranteed maximum price and a schedule of values.
- 1.2.21 Work Products** are all drawings, specifications, and other documents and electronic data furnished by Construction Manager to Owner under this Contract.

## ARTICLE 2 CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

### 2.1 General Services.

- 2.1.1** Construction Manager's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the proper performance of the Work. Construction Manager's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Construction Manager. Construction Manager's Representative may be replaced only with the mutual agreement of Owner and Construction Manager.

- 2.1.2** Construction Manager shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Construction Manager's ability to complete the Work for the Contract Price and within the Contract Time(s).
- 2.1.3** Unless a schedule for the execution of the Work has been attached to the Contract as an exhibit at the time the Contract is executed, Construction Manager shall prepare and submit, a schedule for the execution of the Work for Owner's review and response with the GMP Exhibit or Proposal. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Construction Manager to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Construction Manager of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Construction Manager of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
- 2.1.4** The parties will meet within seven (7) days after execution of the Contract to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

## **2.2 Design Professional Services.**

- 2.2.1** Owner shall, consistent with applicable state licensing laws, provide through qualified and licensed design professionals the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Construction Manager to complete the Work consistent with the Contract Documents.

## **2.3 Standard of Care for Design Professional Services.**

- 2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

## **2.4 Design Development Services.**

- 2.4.1** Construction Manager and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that are needed to complete the Work, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Construction Manager and Owner shall meet and confer about the needed submissions, with Construction Manager identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1,

shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, discussion, documentation, will be maintained by Construction Manager and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the needed interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Construction Manager's schedule.

**2.4.2** Owner shall submit to Construction Manager Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting's minutes. The design review meeting shall include representatives of the Owner, Construction Manager, Design Consultant, and Construction Manager's primary Subcontractors. The parties shall have a design review meeting to discuss, and Construction Manager shall review the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Construction Manager shall proceed with construction in accordance with the approved Construction Documents and shall receive one set of approved Construction Documents prior to commencement of construction.

**2.4.3** Owner and Construction Manager shall review and approve interim design submissions, meeting minutes, and the Construction Documents for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Construction Manager's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Owner to Construction Manager.

**2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Owner through the Design Consultant may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

## **2.5 Legal Requirements.**

**2.5.1** Construction Manager shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

**2.5.2** The Contract Price and/or Contract Time(s) shall be adjusted to compensate Construction Manager for the effects of any changes in the Legal Requirements enacted after the date of the Contract affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Contract, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions required to be made to the Construction Documents because of changes in Legal Requirements.

## **2.6 Government Approvals and Permits.**

**2.6.1** Construction Manager shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6.2** Construction Manager shall provide reasonable assistance to Owner in obtaining any permits, approvals and licenses that are Owner's responsibility.

## **2.7 Construction Manager's Construction Phase Services.**

- 2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Construction Manager shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Construction Manager to complete construction of the Project consistent with the Contract Documents.
- 2.7.2** Construction Manager shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Construction Manager shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 2.7.3** Construction Manager shall employ only personnel or Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Construction Manager shall give Owner ten days written notice prior to entering into a contract with a Subcontractor. Owner may reasonably object to Construction Manager's selection of any Subcontractor, and if Owner objects, Construction Manager shall not enter into the contract with or otherwise utilize the Subcontractor. However, the Contract Price and/or Contract Time(s) may be adjusted to the extent that Owner's decision regarding the Subcontractor adversely impacts Construction Manager's cost and/or time of performance.
- 2.7.4** Construction Manager assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.7.5** Construction Manager shall coordinate the activities of itself and all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Construction Manager agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.7.6** Construction Manager shall keep the Site free from debris, trash and construction wastes to permit Construction Manager to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Construction Manager shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

## **2.8 Construction Manager's Responsibility for Project Safety.**

- 2.8.1** Construction Manager recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Construction Manager assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Construction Manager shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by

the Contract Documents, Construction Manager's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Construction Manager's personnel, Subcontractors and others as applicable.

**2.8.2** Construction Manager and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirements. Construction Manager will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.8.3** Construction Manager's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

## **2.9 Construction Manager's Warranty.**

**2.9.1** Construction Manager warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Construction Manager's warranty obligation includes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Construction Manager will provide Owner with all manufacturers' warranties upon Substantial Completion.

## **2.10 Correction of Defective Work.**

**2.10.1** Construction Manager agrees to correct any Work that is found to not be in non-conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of two (2) years from the date of Substantial Completion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

**2.10.2** Construction Manager shall, within five (5) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Construction Manager fails to commence the necessary steps within such five (5) day period, Owner, in addition to any other remedies provided under the Contract Documents or applicable law, may provide Construction Manager with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Construction Manager shall be responsible for all reasonable costs incurred by Owner in performing such corrective Work. If the nonconforming Work creates an emergency requiring an immediate response, the five (5) day periods identified herein shall be deemed inapplicable, the Construction Manager shall perform the corrective Work immediately and if it fails to do so, the Owner may perform the corrective Work without notice with its own forces.



- 2.10.3** The warranty period referenced in Section 2.10.1<sub>above</sub> applies only to Construction Manager's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Construction Manager's other obligations under the Contract Documents.

## **ARTICLE 3 OWNER'S SERVICES AND RESPONSIBILITIES**

### **3.1 Duty to Cooperate.**

- 3.1.1** Owner shall, throughout the performance of the Work, cooperate with Construction Manager and perform its responsibilities, obligations and services in a timely manner to facilitate Construction Manager's timely and efficient performance of the Work and so as not to delay or interfere with Construction Manager's performance of its obligations under the Contract Documents.
- 3.1.2** Owner, through the Design Consultant, shall provide interim design submissions and Construction Documents consistent with times set forth in Construction Manager's schedule.
- 3.1.3** Owner shall give Construction Manager timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

### **3.2 Furnishing of Services and Information.**

- 3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Construction Manager's information and use the following, all of which Construction Manager is entitled to rely upon in performing the Work:
- 3.2.1.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
  - 3.2.1.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;
  - 3.2.1.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Construction Manager to perform the Work;
  - 3.2.1.4** A legal description of the Site;
  - 3.2.1.5** To the extent available, record drawings of any existing structures at the Site; and
  - 3.2.1.6** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.
- 3.2.2** Owner is responsible for securing and executing all necessary agreements with adjacent private land or property owners that are necessary to enable Construction Manager to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

### **3.3 Financial Information.**

- 3.3.1** At Construction Manager’s request, Owner shall promptly furnish reasonable evidence satisfactory to Construction Manager that Owner has adequate funds available and committed to fulfill all of Owner’s contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Construction Manager may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.
- 3.3.2** Construction Manager shall cooperate with the reasonable requirements of Owner’s lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Contract Construction Manager shall have no obligation to execute for Owner or Owner’s lenders or other financial sources any documents or agreements that require Construction Manager to assume obligations or responsibilities greater than those existing obligations Construction Manager has under the Contract Documents.

### **3.4 Owner’s Representative.**

- 3.4.1** Owner’s Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Construction Manager to fulfill its obligations under the Contract Documents. Owner’s Representative shall also provide Construction Manager with prompt notice if he observes any failure on the part of Construction Manager to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner’s Representative shall communicate regularly with Construction Manager and shall be vested with the authority to act on behalf of Owner.

### **3.5 Government Approvals and Permits.**

- 3.5.1** Owner shall provide reasonable assistance to Construction Manager in obtaining permits, approvals and licenses that are Construction Manager’s responsibility.

### **3.6 Owner’s Separate Contractors.**

- 3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner’s control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Construction Manager in order to enable Construction Manager to timely complete the Work consistent with the Contract Documents.

## **ARTICLE 4 HAZARDOUS CONDITIONS AND DIFFERING SITE CONDITIONS**

### **4.1 Hazardous Conditions.**

- 4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Construction Manager will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.
- 4.1.2** The parties acknowledge that Owner owns the Northglenn Wastewater Treatment Plant that is the subject of the Project (“WWTP”), and it does own the real property upon which the WWTP is located. Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that any Hazardous Conditions located in the WWTP, or any

Hazardous Conditions located elsewhere on the Site that were caused by Owner, are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless. If the Hazardous Conditions are encountered outside of the WWTP and were not caused by Owner, Owner and Construction Manager shall promptly meet and decide how to proceed to address the Hazardous Conditions.

- 4.1.3** Construction Manager shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions for which Owner is responsible have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site. If the Hazardous Conditions were not caused by Owner, Construction Manager shall not be obligated to resume work until the Hazardous Conditions are addressed to the mutual satisfaction of Owner and Construction Manager.
- 4.1.4** Construction Manager will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Construction Manager's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.
- 4.1.5** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Construction Manager, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Construction Manager shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Construction Manager, Subcontractors or anyone for whose acts they may be liable.

## **4.2 Differing Site Conditions.**

- 4.2.1** Should the Construction Manager or its Subcontractors encounter, or the Owner discover, during the progress of the work subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract ("Differing Site Conditions"), Owner shall be promptly notified in writing of such conditions. Owner will cause the Design Consultant thereupon to promptly investigate the conditions and, if he finds they do materially differ and merit an increase or decrease in the cost, or the time required for performance of the Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.
- 4.2.2** Upon encountering a Differing Site Condition, Construction Manager or its Subconsultants shall provide prompt written notice to Owner of such condition, which notice shall not be later than two (2) days after such condition has been encountered. Construction Manager shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.
- 4.2.3** This Section 4.2 does not apply to Hazardous Conditions, which shall be handled in the manner set forth in Section 4.1.

## ARTICLE 5 INSURANCE AND BONDS

### 5.1 Construction Manager's Insurance Requirements.

- 5.1.1 Construction Manager is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in Contract. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Contract.
- 5.1.2 Construction Manager's insurance shall specifically delete any design-build (DB), construction manager at risk (CMAR) or similar exclusions that could compromise coverages because of the delivery approach of the Project.
- 5.1.3 Prior to commencing any construction services hereunder, Construction Manager shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment.

### 5.2 Owner Insurance.

- 5.2.1 If the Project includes as addition to or is adjacent to an existing structure, the Construction Manager and the subcontractors shall be named as additional insureds for the Owner's property insurance covering such structure and its contents.
- 5.2.2 If the Owner occupies or uses a part or parts of the Project prior to Substantial Completion thereof, such occupancy shall not occur until the Owner obtains property insurance for the structure and until all insurance companies providing insurance for the Project consent to such occupancy by endorsement to the insurance policies.
- 5.2.3 The Construction Manager and its Subcontractors shall be named as additional insureds in any insurance policy for the Project that may be obtained by the Owner.
- 5.2.4 Any loss covered under Owner's property insurance shall be adjusted with Owner, Construction Manager and its Subcontractors and shall be made payable to them as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.
- 5.2.5 Owner and Construction Manager waive subrogation against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Construction Manager and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Contract.

### **5.3 Bonds and Other Performance Security.**

**5.3.1** Construction Manager shall obtain performance and payment bonds, or other forms of performance security, the amount, form and other conditions of such security as set forth in Contract.

**5.3.2** All bonds furnished by Construction Manager shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

## **ARTICLE 6 PAYMENT**

### **6.1 Schedule of Values.**

**6.1.1** If the Contract is amended by Owner acceptance of Exhibit A, Construction Manager shall have ten (10) days to submit for Owner's review and approval a schedule of values for all of the Construction Work ("Schedule of Values"). The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Construction Manager throughout the Work.

**6.1.2** The Owner will timely review and approve the Schedule of Values so as not to delay the submission of the Construction Manager's first application for payment. The Owner and Construction Manager shall timely resolve any differences so as not to delay the Construction Manager's submission of its first application for payment.

### **6.2 Monthly Progress Payments.**

**6.2.1** On or before the date established in the Contract, Construction Manager shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed during the preceding calendar month. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

**6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive title to the equipment and materials free and clear of all liens and encumbrances.

**6.2.3** The Application for Payment shall constitute Construction Manager's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Construction Manager's receipt of payment, whichever occurs earlier.

### **6.3 Withholding of Payments.**

**6.3.1** On or before the date established in the Contract, Owner shall pay Construction Manager all amounts properly due, subject to the retainage provisions of Paragraph 7.2 of the Contract. If Owner determines that Construction Manager is not entitled to all or part of an Application for Payment as a result of Construction Manager's failure to meet its obligations under the Contract Documents, it will notify Construction Manager in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the

withholding, and the specific measures Construction Manager must take to rectify Owner's concerns. Construction Manager and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Construction Manager may pursue its rights under the Contract Documents, including those under Article 10 hereof.

**6.3.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Construction Manager all undisputed amounts in an Application for Payment within the times required by the Contract.

#### **6.4 Right to Stop Work and Interest.**

**6.4.1** If Owner fails to pay timely Construction Manager any undisputed amount that becomes due, Construction Manager, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof.

#### **6.5 Construction Manager's Payment Obligations.**

**6.5.1** Construction Manager will pay Subcontractors, in accordance with its contractual obligations to such parties and in accordance with Colorado law, including without limitation C.R.S. § 24-91-103(2), all the amounts Construction Manager has received from Owner on account of their work. Construction Manager will impose similar requirements on Subcontractors to pay those parties with whom they have contracted. Construction Manager will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.2 hereof.

#### **6.6 Substantial Completion.**

**6.6.1** Construction Manager shall notify Owner when it believes the Work is Substantially Complete. Within ten (10) days of Owner's receipt of Construction Manager's notice, Owner and Construction Manager will jointly inspect the Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If the Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work, (ii) the remaining items of Work that have to be completed before final payment ("Punch List"), (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Construction Manager's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Final Completion, except as may otherwise be noted in the Certificate of Substantial Completion

**6.6.2** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) Construction Manager and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (ii) Owner and Construction Manager agree that Owner's use or occupancy will not interfere with Construction Manager's completion of the remaining Work.

#### **6.7 Final Payment.**

**6.7.1** After receipt of a Final Application for Payment from Construction Manager, Owner shall make final payment by the time and in the manner required in the Contract, provided that Construction Manager has achieved Final Completion.

**6.7.2** At the time of submission of its Final Application for Payment, Construction Manager shall provide the following information:

- 6.7.2.1** An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;
  - 6.7.2.2** A general release executed by Construction Manager waiving, upon receipt of final payment by Construction Manager, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;
  - 6.7.2.3** Consent of Construction Manager's surety or sureties to final payment;
  - 6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract Documents; and
  - 6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract.
- 6.7.3** Upon making final payment, Owner waives all claims against Construction Manager except claims relating to (i) Construction Manager's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Construction Manager's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any warranties required by the Contract Documents.
- 6.7.4** Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Construction Manager under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Construction Manager, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

## **ARTICLE 7 INDEMNIFICATION**

### **7.1 Payment Claim Indemnification.**

- 7.1.1** Provided that Owner is not in breach of its contractual obligation to make payments to Construction Manager for the Work, Construction Manager shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Construction Manager, its Subcontractors and Sub-Subcontractors, or those for whose acts Construction Manager is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Construction Manager shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond or other applicable form of bond. If Construction Manager fails to do so, Owner will have the right to discharge the claim or lien and hold Construction Manager liable for costs and expenses incurred, including attorneys' fees.

### **7.2 Construction Manager's General Indemnification.**

- 7.2.1** Construction Manager, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts

or omissions of Construction Manager, Subcontractors, Sub-Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

**7.2.2** If an employee of Construction Manager, Subcontractors, Sub-Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable makes a claim against Owner, its officers, directors, employees, or agents, Construction Manager's indemnity obligation set forth in Section 7.2.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Construction Manager, Subcontractors, Sub-Subcontractors or other entity under any employee benefit acts, including workers' compensation or disability acts.

## **ARTICLE 8 TIME**

### **8.1 Obligation to Achieve the Contract Times.**

**8.1.1** Construction Manager agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Contract.

### **8.2 Delays to the Work.**

**8.2.1** If Construction Manager is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Construction Manager is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Construction Manager to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

## **ARTICLE 9 CHANGES TO THE CONTRACT PRICE AND TIME**

### **9.1 Change Orders.**

**9.1.1** A Change Order is a written instrument issued after execution of the Contract signed by Owner and Construction Manager, stating their agreement upon all of the following:

**9.1.1.1** The scope of the change in the Work;

**9.1.1.2** The amount of the adjustment to the Contract Price; and

**9.1.1.3** The extent of the adjustment to the Contract Time(s).

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Construction Manager shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

**9.1.3** If Owner requests a proposal for a change in the Work from Construction Manager and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Construction Manager for reasonable costs incurred for estimating services and services involved in the preparation of proposed revisions to the Contract Documents.

**9.1.4** Pursuant to C.R.S. § 24-91-103.6(2)(b), no change order, as defined in C.R.S. § 24-101-301(2), or other



form of order or directive shall be issued by Owner requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, unless Construction Manager is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in the Contract.

**9.1.5** Pursuant to C.R.S. § 24-91-103.6(2)(c), if Owner issues any form of order or directive requiring additional compensable work to be performed, Owner shall reimburse the Construction Manager for its costs, as part of its monthly Applications for Payment, for all additional directed work performed until a Change Order is finalized. In no instance shall such reimbursements be required before the Construction Manager has submitted an estimate of cost to Owner for the additional compensable work to be performed. The provisions of this section do not apply when there is an unresolved disagreement between Owner and Construction Manager, as set forth in Section 9.4.3 of these General Conditions of Contract.

## **9.2 Work Change Directives.**

**9.2.1** A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

**9.2.2** Owner and Construction Manager shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

## **9.3 Minor Changes in the Work.**

**9.3.1** Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including quality, performance and workmanship required by the Contract Documents. Construction Manager may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Construction Manager has informed and gained approval from the Owner, in writing, of any such changes and records such changes on the documents maintained by Construction Manager.

## **9.4 Contract Price Adjustments.**

**9.4.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

**9.4.1.1** Unit prices set forth in the Contract or as subsequently agreed to between the parties;

**9.4.1.2** Costs, fees and any other markups set forth in the Contract

**9.4.2** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Construction Manager because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

**9.4.3** If Owner and Construction Manager disagree upon whether Construction Manager is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Construction Manager shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Construction Manager

shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Construction Manager to perform the services in accordance with Owner's interpretations, Construction Manager shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Construction Manager (i) directing Construction Manager to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Construction Manager shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Construction Manager does not prejudice Construction Manager's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

## **9.5 Emergencies.**

**9.5.1** In any emergency affecting the safety of persons and/or property, Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

## **ARTICLE 10 CONTRACT ADJUSTMENTS AND DISPUTES**

### **10.1 Requests for Contract Adjustments and Relief.**

**10.1.1** If either Construction Manager or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

### **10.2 Dispute Avoidance and Resolution.**

**10.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Construction Manager and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**10.2.2** Construction Manager and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Construction Manager's Representative and Owner's Representative which shall conclude within five (5) days of the written notice provided for in Section 10.1.1 unless the Owner and Construction Manager mutually agree otherwise.

**10.2.3** If a dispute or disagreement cannot be resolved through Construction Manager's Representative and Owner's Representative, Construction Manager's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in

no case later than ten (10) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

**10.2.4** If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within fourteen (14) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Construction Manager and consistent with the mediator’s schedule, the mediation shall commence within thirty (30) days of the submission of the dispute to mediation.

### **10.3 Litigation.**

**10.3.1** Any claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by litigation, and venue for such litigation shall be in the District Court of Adams County, Colorado.

### **10.4 Duty to Continue Performance.**

**10.4.1** Unless provided to the contrary in the Contract Documents, Construction Manager shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Construction Manager, pending the final resolution of any dispute or disagreement between Construction Manager and Owner.

### **10.5 Consequential Damages.**

**10.5.1** Notwithstanding anything herein to the Contrary (Except as set forth in Section 10.5.2 below), neither Construction Manager nor Owner shall be liable to the Other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation, or financing.

**10.5.2** The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages set forth in Article 5 of the Contract, which both parties recognize has been established, in part, to reimburse Owner for damages that might otherwise be deemed to be consequential.

## **ARTICLE 11 STOP WORK AND TERMINATION FOR CAUSE**

### **11.1 Owner’s Right to Stop Work.**

**11.1.1** Owner may, without cause and for its convenience, order Construction Manager in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

**11.1.2** Construction Manager is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

## **11.2 Owner's Right to Perform and Terminate for Cause.**

- 11.2.1** If Construction Manager persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.
- 11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Construction Manager that it intends to terminate the Contract unless the problem cited is cured by Construction Manager. Construction Manager shall have fourteen (14) days after such notice is given to cure the problem, provided, however, that if the problem cannot reasonably be cured within the fourteen day period, Construction Manager shall have a reasonable time to cure if it commences measures to cure the problem within the fourteen day period and proceeds diligently thereafter to cure it. If Construction Manager fails to cure the problem within the time periods set forth above, then Owner may declare the Contract terminated for default by providing written notice to Construction Manager of such declaration.
- 11.2.3** Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Construction Manager hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Construction Manager shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. The Contract establishes a Guaranteed Maximum Price and Construction Manager will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Construction Manager shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Construction Manager's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.
- 11.2.4** If Owner improperly terminates the Contract for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Contract.

## **11.3 Construction Manager's Right to Stop Work.**

- 11.3.1** Construction Manager may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:
- 11.3.1.1** Owner's failure to provide financial assurances as required under Section 3.3 hereof; or
- 11.3.1.2** Owner's failure to pay amounts properly due under Construction Manager's Application for Payment.

**11.3.2** Should any of the events set forth in Section 11.3.1 above occur, Construction Manager has the right to provide Owner with written notice that Construction Manager will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Construction Manager's notice. If Owner does not cure the problem within such seven (7) day period, Construction Manager may stop the Work. In such case, Construction Manager shall be entitled to make a claim for adjustment to the Contract Time(s) to the extent it has been adversely impacted by such stoppage.

#### **11.4 Construction Manager's Right to Terminate for Cause.**

**11.4.1** Construction Manager, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons:

**11.4.1.1** The Work has been stopped for more than sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Construction Manager or anyone for whose acts Construction Manager may be responsible.

**11.4.1.2** Owner's failure to provide Construction Manager with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for more than sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Construction Manager in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

**11.4.1.3** Owner's failure to cure the problems set forth in Section 11.3.1 above after Construction Manager has stopped the Work.

**11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Construction Manager may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured by Owner. Owner shall have fourteen (14) days after such notice is given to cure the problem, provided, however, that if the problem cannot reasonably be cured within the fourteen day period, Owner shall have a reasonable time to cure if it commences measures to cure the problem within the fourteen day period and proceeds diligently thereafter to cure it. If Owner fails to cure the problem within the time periods set forth above, then Construction Manager may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Construction Manager shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 8 of the Contract.

#### **11.5 Bankruptcy of Owner or Construction Manager.**

**11.5.1** If either Owner or Construction Manager institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

**11.5.1.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

**11.5.1.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek

assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

**11.5.2** The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Construction Manager to stop Work under any applicable provision of these General Conditions of Contract.

## **ARTICLE 12 ELECTRONIC DATA**

### **12.1 Electronic Data.**

**12.1.1** The parties recognize that Contract Documents, including drawings, specifications and other Work Product may be transmitted among Owner, Construction Manager, Design Consultant, and others in electronic media as an alternative to paper hard copies (collectively “ElectronicData”).

### **12.2 Transmission of ElectronicData.**

**12.2.1** Owner and Construction Manager shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the ElectronicData.

**12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Contract, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

**12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Contract. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

### **12.3 Electronic Data Protocol.**

**12.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

**12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file

conventions and document properties, unless prior arrangements are made in advance in writing.

**12.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

**12.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

## **ARTICLE 13 MISCELLANEOUS**

### **13.1 Confidential Information.**

**13.1.1** Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project unless otherwise required by law or court order to disclose the information.

### **13.2 Assignment.**

**13.2.1** Neither Construction Manager nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

### **13.3 Successorship.**

**13.3.1** Construction Manager and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

### **13.4 Governing Law.**

**13.4.1** The Contract and all Contract Documents shall be governed by the laws of the State of Colorado, without giving effect to its conflict of law principles.

### **13.5 Severability.**

**13.5.1** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or

enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**13.6 No Waiver.**

**13.6.1** The failure of either Construction Manager or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

**13.7 Headings.**

**13.7.1** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

**13.8 Notice.**

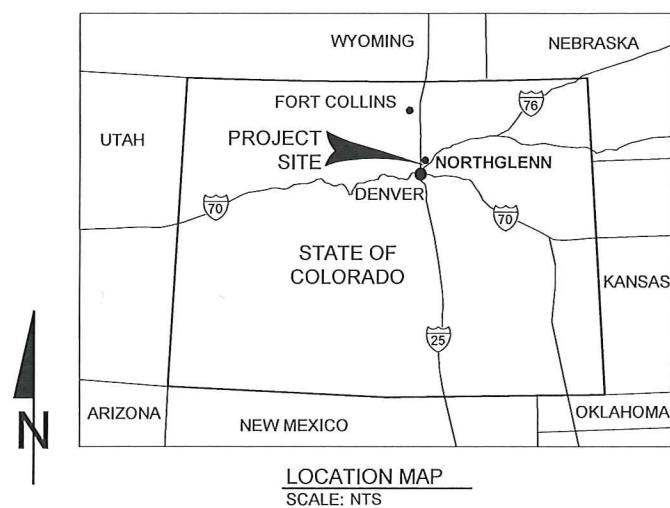
**13.8.1** Whenever the Contract Documents require that notice or other documents be provided to the other party, such notice or documents will be deemed to have been validly given (i) at the time of delivery if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated on Page 1 of the Contract, or (iii) if transmitted by facsimile, at the time stated in a machine generated confirmation that notice was received at the facsimile number, as set forth on Page 1 of the Contract, of the intended recipient.

**13.9 Amendments.**

**13.9.1** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.



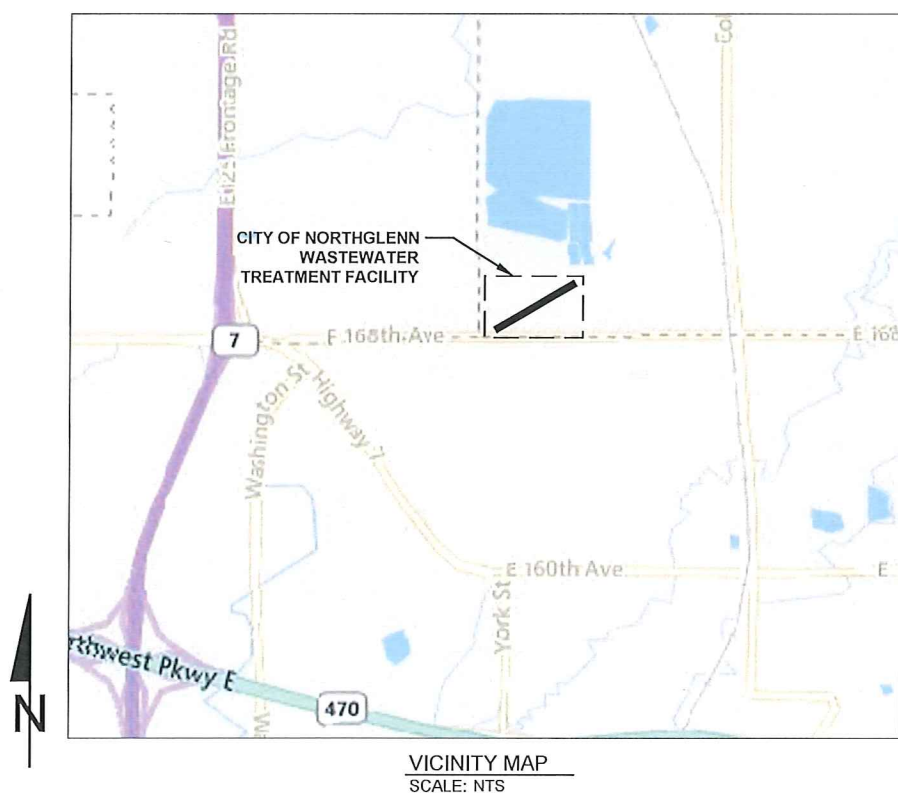
# CITY OF NORTHGLENN WWTP ODOR MITIGATION PROJECT



PREPARED FOR



DRAWING LIST		
SHEET	DRAWING	DESCRIPTION
1	G-001	COVER SHEET
2	G-002	NOTES
3	G-003	SYMBOLS & ABBREVIATIONS
4	G-004	SHEET INDEX
5	G-005	FERRIC CHLORIDE FEED SYSTEM
6	C-001	FERRIC INJECTION SITE LAYOUT PLAN
7	C-002	FERRIC INJECTION VAULT
8	C-003	BIOFILTER SITE GRADING PLAN
9	C-004	BIOFILTER SITE LAYOUT PLAN
10	C-005	BIOFILTER PLAN AND SECTION
11	C-006	FORCE MAIN TERMINATION VAULT PLAN AND SECTION
12	C-501	CIVIL DETAILS
13	C-502	CIVIL DETAILS
14	E-100	ELECTRICAL GENERAL LEGEND & ABBREVIATIONS
15	E-101	ONE-LINE DIAGRAMS AND PANEL SCHEDULES
16	E-102	EQUIPMENT ONE-LINE DIAGRAMS
17	E-103	BIOFILTER ELECTRICAL SITE PLAN
18	E-104	FERRIC INJECTION ELECTRICAL SITE PLAN
19	ED-001	ELECTRICAL DETAILS
20	ED-002	ELECTRICAL DETAILS
21	I-200	FERRIC PLC PANEL POWER DISTRIBUTION
22	I-201	FERRIC PLC PANEL DIGITAL INPUTS & OUTPUTS
23	I-202	FERRIC PLC PANEL ANALOG INPUTS & OUTPUTS
24	I-203	FERRIC PLC PANEL ENCLOSURE LAYOUT



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 DATE: Aug 01, 2022 4:33pm XREFS: X:\20100908-BD IMAGES:

PROVIDENCE INFRASTRUCTURE CONSULTANTS  
 300 PLAZA DRIVE, SUITE 300  
 HIGHLANDS RANCH, CO 80129  
 TEL: (303) 997-5035  
 www.providenceic.com

**90% DESIGN**  
**NOT FOR CONSTRUCTION**  
 08/01/2022

REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

VERIFY SCALE  
 BAR IS ONE INCH ON ORIGINAL DRAWING  
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY



CITY OF NORTHGLENN  
 ODOR CONTROL FACILITIES

COVER SHEET

PROJECT:	201009
DRAWN BY:	BB
DESIGNER:	TM
APPROVED BY:	LL
SHEET:	1 OF 24
DRAWING:	G-001

SECTION 01 01 10

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**SUPPLEMENTS – REPORTS**

1. Brierley Associates. (August 2020). Geotechnical Engineering Report, Northglenn Lift Station A, Northglenn, Colorado.

END OF SECTION