RESOLUTION NO. 23-2024

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND DAVID E. ROSS CONSTRUCTION COMPANY FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS.

WHEREAS, the City of Clinton wishes to enter into an Agreement with David E. Ross Construction Company; and

WHEREAS, David E. Ross Construction Company was selected for the project through a bid process; and

WHEREAS, the parties subsequently negotiated a Value Engineering Base Bid and Change Order No. 1;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Agreement with David E. Ross Construction Company, for a Value Engineering Base Bid in an amount not to exceed Three Million Six Hundred Ninety-Eight Thousand Four Hundred Dollars and Zero Cents ($3,698,400.00), is hereby approved.

Section 2. Change Order No. 1 in an amount not to exceed Fifty Thousand Two Hundred Three Dollars and Zero Cents ($50,203.00) is hereby approved.

Section 3. The Mayor is hereby authorized to execute said Agreement on behalf of the City of Clinton, upon receipt of all required contract documents.

Section 4. The City Administrator is hereby authorized to execute Change Order No. 1 on behalf of the City of Clinton, upon execution of said Agreement.

Read and passed this 17th day of September, 2024.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE, BY NATURE

NOTICE OF AWARD

Date of Issuance:	September 3, 2024		
Owner:	**City of Clinton, Missouri**	Owner's Contract No.:	N/A
Engineer:	**HDR Engineering, Inc.**	Engineer's Project No.:	**10140680**
Project:	**TO 13 Clinton Wastewater Treatment Plant Improvements**	Contract Name:	N/A
Bidder:	**David E. Ross Construction Co.**		
Bidder's Address:	**10201 E. 75th Street, Raytown, MO 64138**		

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 12, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

TO 13 Clinton Wastewater Treatment Plant Improvements, Base Bid without add alternate. This Notice of Award is issued with the understanding that a change order will be executed by the Contractor upon contract execution that results in a new contract price of $3,748,603 per the proposed Table 1 – Change Order #1 Cost Summary, with costs from the letter dated August 21, 2024 from the Contractor, attached.

The Contract Price of the awarded Contract is: $4,123,800, with revised contract price of $3,748,603 per the proposed Table 1 – Change Order #1 Cost Summary, with costs from the letter dated August 21, 2024 from the Contractor, attached.

5 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 5 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *(e.g., performance and payment bonds)* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Christina A. Maggi

Authorized Signature

By: Christina A. Maggi

Title: City Administrator

Copy: Engineer

ROSS
CONSTRUCTION
Engineers & Contractors

Date: August 21, 2024

To: Scott Fleming, PE
HDR Engineering, Inc
10450 Holmes Road, Suite 600
Kansas City, MO 64131

Re: Clinton WWTP – Value Engineering Proposal

Scott,

Below is our updated base bid proposal per the Value Engineering modifications to date. Please note that the bid alternates are not included in the below numbers as they were bid separately.

Below is the Value Engineering Base Bid Breakdown:

Bid Breakdown	
Value Engineering Base Bid	$3,598,400.00
Owner Allowance	$100,000.00
Total Value Engineered Bid:	**$3,698,400.00**

+ 50,203.00 (see pg. 2)
$ 3,748,603.00

The above pricing is contingent on a final drawing set of the changed work being provided for City approval and HDR Engineering providing submittal review and approval of all shop drawings of the final design.

Clarifications:

1. Our proposal includes the following Change Order No.1 Drawings dated 06-2024: 00E601, 00E602, 00E603, 00E651, 00E652, 00Y601, 00Y602, 10E101, 40X101, 70D101A, 70E101, and 90E101.
2. Our proposal is based on the attached scopes of supply (as there are no finalized design drawings and specifications on these items):
    a. SCADA/Controls from R.E. Pedrotti
    b. Oxidation Equipment from Newterra
    c. Sludge Basin Piping / Equipment by CleanInfusion / Universal Blower
        i. Any changes to the items included in the above scopes of work requested by HDR or the City of Clinton could result in a change to this proposal.
3. Our bid includes the Sludge Holding Basin Blowers being supplied with 8" discharge and 8" butterfly valves.

10201 E. 75th Street, Raytown MO 64138-2333
www.derossconstruction.com
816.737.2953 • Fax 816.737.2735

4. Per Section 26 05 33-3.1 F - we removed the requirement to pull a mandrel and swab conduits after installation to save costs. There is an add option below to add back in the Contract.
5. Per Section 26 05 33-3.3 C.5 – We replaced the required RGS conduit on 90 degree elbows transitioning above grade to PVC-80 to save costs. There is an add option below to change back to RGS conduit.
6. Remove one (1) buried electrical junction box. There is an add option below to add back in the Contract.
7. Per Addendum No. 1, the Substantial Completion time of 420 days and Final Completion of 450 days after the date when the Contract Times commence shall remain.

We have provided below optional adder costs for items the City may decide to consider that are not included in our total value-engineered bid above.

1. Replace four (4) existing handrail sections at the Oxidation Ditch Bridges with new aluminum handrail. Add $42,133.00.
2. Pull a mandrel and swab conduits after installation. Add $9,294.00.
3. Provide RGS 90° elbows when transitioning conduits above grade. Add $21,500.00.
4. Provide 316 stainless steel in lieu of 304 stainless steel for the floating aerator support arms. Add $3,820.00.
5. Provide Ground Fault testing. Add $4,250.00.
6. Furnish one (1) buried electrical junction box. Add $15,000.00.

If you have any questions, please call me at 816-737-2953.

Sincerely,

David A. Ross
President

Table 1 - Change Order #1 Cost Summary

Wastewater Treatment Plant Improvements

City of Clinton, MO

				Original Bid		Change Order No. 1 Items		Revised Contract Amount
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extension		Change in Price	Extension
1	Mobilization (maximum 4% of Bid)	LS	1	$ 164,000	$ 164,000	Included, No Changes	$ -	$ 164,000
2	Rotor and Rotor Motor Replacement at Oxidation Ditch	EA	8	$ 346,370	$ 2,770,960	Replace bid item with floating Trition aerators with four 30 hp mixers and 7.5 HP blowers per oxidation ditch and mounted to the walkways similar to the mounting of aerators at Mountain Home, AR Wastewater Treatment Plant. This includes deleting the VFDs and provides motor starters at Local Control Panels, change hardwire to fiber control wire to reduce buried conduit, change concrete encasement conduits and rigid elbows to direct bury sch 80 PVC, change switchgear to panelboards and modify SCADA & Instrumentation.	$ (418,900)	$ 2,352,060
3	Tilting Weir Replacement at Oxidation Ditch	EA	2	$ 45,700	$ 91,400	Included, No Changes	$ -	$ 91,400
4	Splitter Box No. 2 Modification and Slide Gate	LS	1	$ 74,000	$ 74,000	Delete	$ (74,000)	$ -
5	Blower and Pipe Replacement at Skimmings Chamber	LS	1	$ 60,000	$ 60,000	Delete	$ (60,000)	$ -
6	Slide Gate Replacement at Comminutor Structure	EA	2	$ 15,000	$ 30,000	Delete	$ (30,000)	$ -
7	Concrete Slab Repair at South Peak Flow Holding Basin at Overflow Structure	LS	1	$ 13,800	$ 13,800	Included, No Changes	$ -	$ 13,800
8	East Sludge Holding Basin Improvements, including Blowers	LS	1	$ 792,140	$ 792,140	Eliminate proposed wall, add diffusers and air piping across basin and add three (3) 50HP blowers rather than two (2) 40HP blowers	$185,000	$ 977,140
9	Temporary Pumping	LS	1	$ 27,500	$ 27,500	Delete	$ (27,500)	$ -
10	Allowance	LS	1	$ 100,000	$ 100,000	Included, No Changes		$ 100,000
	Subtotal				$4,123,800.00			$3,698,400.00

Optional Adder Items Per Letter From Contractor Dated 8-21-2024		Unit	Estimated Quantity	Bid Unit Price	Extension	Change Order No. 1 Items		Revised Contract Amount
1	Replace four (4) existing handrail sections at the Oxidation Ditch Bridges with new aluminum handrail	LS	1	$ 42,133	$ 42,133	Selected		$ 42,133
2	Pull a mandrel and swab conduits after installation	LS	1	$ 9,294	$ 9,294	Not Selected		$ -
3	Provide RGS 90 elbows when transitioning conduits above grade	LS	1	$ 21,500	$ 21,500	Not Selected		$ -
4	Provide 316 stainless steel in lieu of 304 stainless steel for the floating aerator support arms	LS	1	$ 3,820	$ 3,820	Selected		$ 3,820
5	Provide Ground Fault testing	LS	1	$ 4,250	$ 4,250	Selected		$ 4,250
6	Furnish one (1) buried electrical junction box	LS	1	$ 15,000	$ 15,000	Not Selected		$ -
	Subtotal Optional Adder Items				$95,997.00	Selected Optional Adder Items		$50,203.00
						Total Contract Price		**$3,748,603.00**

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between **City of Clinton, Missouri** ("Owner") and

David E. Ross Construction Co. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **TO 13 Clinton, Missouri, Wastewater Treatment Plant Improvements**

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **TO 13 Clinton, Missouri, Wastewater Treatment Plant Improvements.**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by HDR Engineering, Inc.

3.02 The Owner has retained HDR Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **420** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **450** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by in the Bid Form multiplying the unit price times the actual quantity of that item):

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 2nd Friday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7 inclusive).
2. Performance bond (pages 1 to 3 inclusive).
3. Payment bond (pages 1 to 3 inclusive).
4. Other bonds.
   a. Maintenance Bond (pages 1 to 2 inclusive).
5. General Conditions (pages 1 to 76 inclusive).
6. Supplementary Conditions (pages 1 to 12 inclusive).

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings (not attached but incorporated by reference) consisting of 38 sheets with each sheet bearing the following general title: City of Clinton, Missouri - WWTP Improvements – TO 13.

9. Addenda (numbers 1 to 3, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages 1 to 7, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 9.19.24 (which is the Effective Date of the Contract).

OWNER:

Carla Moberly

By: Carla Moberly

Title: Mayor

Attest: Wendee Seater

Title: City Clerk

Address for giving notices:

City of Clinton
105 E. Ohio Street
Clinton, MO 64735

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

Allison McClain

By: Allison M'clain

Title: Vice President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Title: Project Manager

Address for giving notices:

David E. Ross Construction
10201 E. 75th St.
Raytown, MO. 64138

License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

AUTHORITY TO SIGN
(Contractor)

I, Patricia P. Ross, certify that I am the Secretary of David E. Ross Construction Co.; that Allison McClain, who signed on behalf of the Contractor, was then Vice President of that organization; that I know her signature is genuine; and was duly signed, sealed, and attested for and on behalf of the Corporation.

Secretary of David E. Ross Construction Co.

David E. Ross Construction Co.
Name of the Corporation

(Corporate Seal)

ROSS
CONSTRUCTION
Engineers & Contractors

BID FORM – ADDENDUM 3

City of Clinton, Missouri

TO 13 Clinton Wastewater Treatment Plant Improvements, Project Number 10140680

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

Date of Issuance:		Effective Date:	
Owner:	**City of Clinton, Missouri**	Owner's Contract No.:	
Contractor:	**David E. Ross Construction Co.**	Contractor's Project No.:	
Engineer:	**HDR Engineering, Inc.**	Engineer's Project No.:	**10140680**
Project:	**TO 13 Clinton Wastewater Treatment Plant Improvements**	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description:
This change order incorporates the changes proposed in the letter from Ross Construction dated August 21, 2024, attached, including those optional adder items selected as indicated in Table 1 – Change Order #1 Cost Summary, attached. These changes are incorporated into the plans and specifications marked as Conformed to Bid Set with Change Order No. 1, dated September 2024.

Attachments: 1. *Letter from Ross Construction Dated August 21, 2024.*
2. *Table 1 – Change Order #1 Cost Summary*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 4,123,800.00	Original Contract Times: Substantial Completion: 420 Ready for Final Payment: 450 days
Increase from previously approved Change Orders No. NA to No. NA: $ 0.00	Increase from previously approved Change Orders No. NA to No. NA: Substantial Completion: NA Ready for Final Payment: NA days
Contract Price prior to this Change Order: $ 4,123,800.00	Contract Times prior to this Change Order: Substantial Completion: 420 Ready for Final Payment: 450 days
Decrease of this Change Order: **$ 375,197.00**	Increase of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days or dates
Contract Price incorporating this Change Order: **$ 3,748,603.00**	Contract Times with all approved Change Orders: Substantial Completion: 420 Ready for Final Payment: 450 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title City Administrator	Title Vice President
Date: _____	Date 9/18/24	Date 9/13/24

Table 1 - Change Order #1 Cost Summary

Wastewater Treatment Plant Improvements

City of Clinton, MO

				Original Bid		Change Order No. 1 Items		Revised Contract Amount
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extension		Change in Price	Extension
1	Mobilization (maximum 4% of Bid)	LS	1	$ 164,000	$ 164,000	Included, No Changes	$ -	$ 164,000
2	Rotor and Rotor Motor Replacement at Oxidation Ditch	EA	8	$ 346,370	$ 2,770,960	Replace bid item with floating Trition aerators with four 30 hp mixers and 7.5 HP blowers per oxidation ditch and mounted to the walkways similar to the mounting of aerators at Mountain Home, AR Wastewater Treatment Plant. This includes deleting the VFDs and provides motor starters at Local Control Panels, change hardwire to fiber control wire to reduce buried conduit, change concrete encasement conduits and rigid elbows to direct bury sch 80 PVC, change switchgear to panelboards and modify SCADA & Instrumentation.	$ (418,900)	$ 2,352,060
3	Tilting Weir Replacement at Oxidation Ditch	EA	2	$ 45,700	$ 91,400	Included, No Changes	$ -	$ 91,400
4	Splitter Box No. 2 Modification and Slide Gate	LS	1	$ 74,000	$ 74,000	Delete	$ (74,000)	$ -
5	Blower and Pipe Replacement at Skimmings Chamber	LS	1	$ 60,000	$ 60,000	Delete	$ (60,000)	$ -
6	Slide Gate Replacement at Comminutor Structure	EA	2	$ 15,000	$ 30,000	Delete	$ (30,000)	$ -
7	Concrete Slab Repair at South Peak Flow Holding Basin at Overflow Structure	LS	1	$ 13,800	$ 13,800	Included, No Changes	$ -	$ 13,800
8	East Sludge Holding Basin Improvements, including Blowers	LS	1	$ 792,140	$ 792,140	Eliminate proposed wall, add diffusers and air piping across basin and add three (3) 50HP blowers rather than two (2) 40HP blowers	$185,000	$ 977,140
9	Temporary Pumping	LS	1	$ 27,500	$ 27,500	Delete	$ (27,500)	$ -
10	Allowance	LS	1	$ 100,000	$ 100,000	Included, No Changes		$ 100,000
	Subtotal				**$4,123,800.00**			**$3,698,400.00**

Optional Adder Items Per Letter From Contractor Dated 8-21-2024		Unit	Estimated Quantity	Bid Unit Price	Extension	Change Order No. 1 Items		Revised Contract Amount
1	Replace four (4) existing handrail sections at the Oxidation Ditch Bridges with new aluminum handrail	LS	1	$ 42,133	$ 42,133	Selected		$ 42,133
2	Pull a mandrel and swab conduits after installation	LS	1	$ 9,294	$ 9,294	Not Selected		$ -
3	Provide RGS 90 elbows when transitioning conduits above grade	LS	1	$ 21,500	$ 21,500	Not Selected		$ -
4	Provide 316 stainless steel in lieu of 304 stainless steel for the floating aerator support arms	LS	1	$ 3,820	$ 3,820	Selected		$ 3,820
5	Provide Ground Fault testing	LS	1	$ 4,250	$ 4,250	Selected		$ 4,250
6	Furnish one (1) buried electrical junction box	LS	1	$ 15,000	$ 15,000	Not Selected		$ -
	Subtotal Optional Adder Items				**$95,997.00**	**Selected Optional Adder Items**		**$50,203.00**
						Total Contract Price		**$3,748,603.00**

ROSS
CONSTRUCTION
Engineers & Contractors

Date: August 21, 2024

To: Scott Fleming, PE
HDR Engineering, Inc
10450 Holmes Road, Suite 600
Kansas City, MO 64131

Re: Clinton WWTP – Value Engineering Proposal

Scott,

Below is our updated base bid proposal per the Value Engineering modifications to date. Please note that the bid alternates are not included in the below numbers as they were bid separately.

Below is the Value Engineering Base Bid Breakdown:

Bid Breakdown	
Value Engineering Base Bid	$3,598,400.00
Owner Allowance	$100,000.00
Total Value Engineered Bid:	**$3,698,400.00**

The above pricing is contingent on a final drawing set of the changed work being provided for City approval and HDR Engineering providing submittal review and approval of all shop drawings of the final design.

Clarifications:

1. Our proposal includes the following Change Order No.1 Drawings dated 06-2024: 00E601, 00E602, 00E603, 00E651, 00E652, 00Y601, 00Y602, 10E101, 40X101, 70D101A, 70E101, and 90E101.
2. Our proposal is based on the attached scopes of supply (as there are no finalized design drawings and specifications on these items):
    a. SCADA/Controls from R.E. Pedrotti
    b. Oxidation Equipment from Newterra
    c. Sludge Basin Piping / Equipment by CleanInfusion / Universal Blower
        i. Any changes to the items included in the above scopes of work requested by HDR or the City of Clinton could result in a change to this proposal.
3. Our bid includes the Sludge Holding Basin Blowers being supplied with 8" discharge and 8" butterfly valves.

10201 E. 75th Street, Raytown MO 64138-2333
www.derossconstruction.com
816.737.2953 • Fax 816.737.2735

4. Per Section 26 05 33-3.1 F - we removed the requirement to pull a mandrel and swab conduits after installation to save costs. There is an add option below to add back in the Contract.
5. Per Section 26 05 33-3.3 C.5 – We replaced the required RGS conduit on 90 degree elbows transitioning above grade to PVC-80 to save costs. There is an add option below to change back to RGS conduit.
6. Remove one (1) buried electrical junction box. There is an add option below to add back in the Contract.
7. Per Addendum No. 1, the Substantial Completion time of 420 days and Final Completion of 450 days after the date when the Contract Times commence shall remain.

We have provided below optional adder costs for items the City may decide to consider that are not included in our total value-engineered bid above.

1. Replace four (4) existing handrail sections at the Oxidation Ditch Bridges with new aluminum handrail. Add $42,133.00.
2. Pull a mandrel and swab conduits after installation. Add $9,294.00.
3. Provide RGS 90° elbows when transitioning conduits above grade. Add $21,500.00.
4. Provide 316 stainless steel in lieu of 304 stainless steel for the floating aerator support arms. Add $3,820.00.
5. Provide Ground Fault testing. Add $4,250.00.
6. Furnish one (1) buried electrical junction box. Add $15,000.00.

If you have any questions, please call me at 816-737-2953.

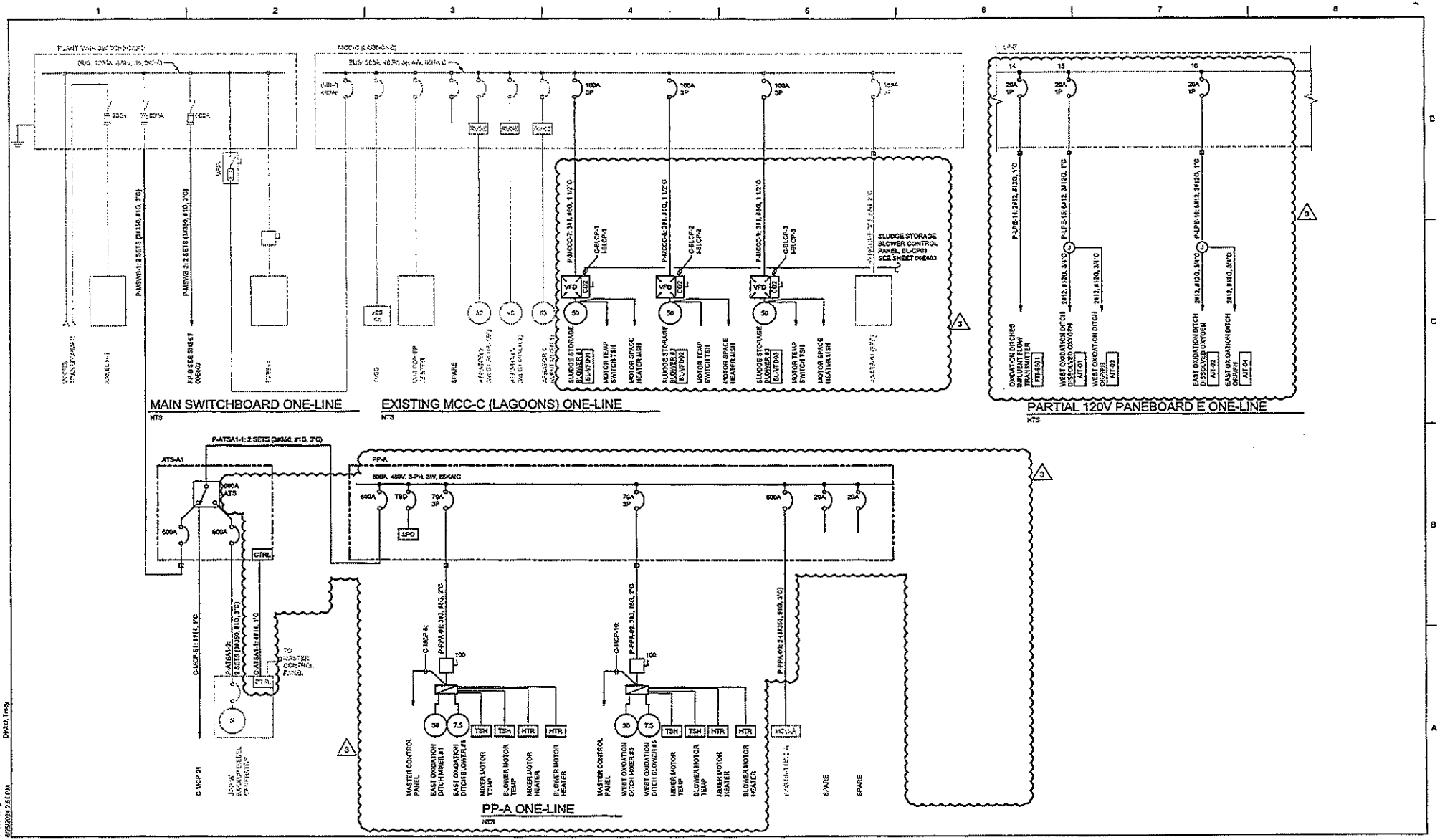
Sincerely,

David A. Ross
President

Value Engineering

Project: Clinton WWTP

Item	Description	Modifications
1	Mobilization	Included per Original Specifications. No Changes.
2	Rotor and Rotor Motor Replacement at Oxidation Ditch	Replace bid item with floating Triton aerators with four 30 HP mixers and 7.5 HP blowers per oxidation ditch and mounted to the walkways similar to the mounting of aerators at Mountain Home, AR Wastewater Treatment Plant.
		Delete VFD's and provide motor starters at Local Control Panels. See attached updated drawings 00E601, 00E602, 00E603, 00E651, 00Y601, 00Y602, 10E101, 40X101, 70D101A, 70E101, and 90E101.
		Change hardwire to Equipment to fiber which results in less buried conduits.
		Change concrete encasement conduits and rigid elbows to direct bury Schedule 80 PVC.
		Change Switchgear to Panelboards.
		Modifications to SCADA and Instrumentation. See attached scope letter from R.E. Pedrotti.
3	Tilting Weir Replacement at Oxidation Ditch	Modify structure and grating
4	Splitter Box No. 2 Modifications and Slide Gates	Deleted from Scope.
5	Blower and Pipe Replacement at Skimming Chamber	Deleted from Scope.
6	Slide Gate Replacement at Comminutor Structure	Deleted from Scope.
7	Concrete Slab Repair at South Peak Flow Holding Basin at Overflow Structure	Included per Original Drawings. No Changes.
8	East Sludge Holding Basin Improvements	Increase the aeration system in Basin. Add 3rd Blower. Provide Local Control Panel with VFD's. See attached updated drawing 70D101A.
		Delete concrete wall and walkway.
9	Temporary Pumping	Deleted from Scope.
10	Allowance(Owner)	Included per Original Specifications. No Changes.



			PROJECT MANAGER	SCOTT FLEMING
			PROCESS / CIVIL	S. FLEMING
			STRUCTURAL	A. HOPSON
			ELECTRICAL / I&C	K. BOYD, III
3	06-2024	PROPOSED CHANGE ORDER NO. 1		
2	03-01-24	ADDENDUM NO. 2		
1	02-28-24	ADDENDUM NO. 1		
0	02-2024	ISSUED FOR BID SET		
ISSUE	DATE	DESCRIPTION	PROJECT NUMBER	10140580

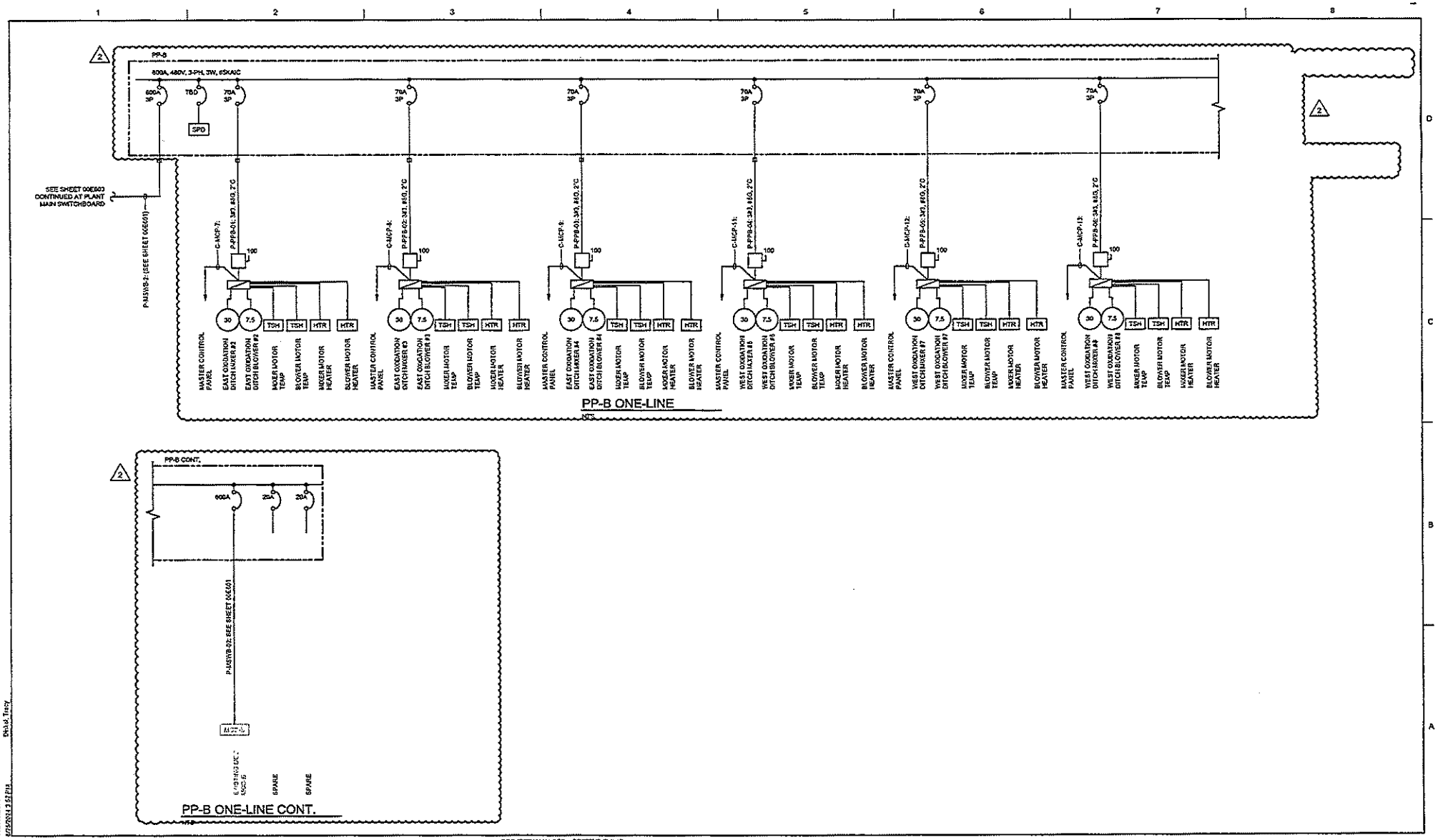
HDR
MISSOURI CERTIFICATE OF AUTHORITY #000456
10450 HOLMES ROAD, SUITE 600
KANSAS CITY, MO 64131
816-360-2700

City of Clinton, Missouri
WWTP Improvements - TO 13

GENERAL
PLANT ONE-LINE DIAGRAM - MODIFICATIONS

FILENAME 00E601.dwg
SCALE NONE

SHEET
00E601



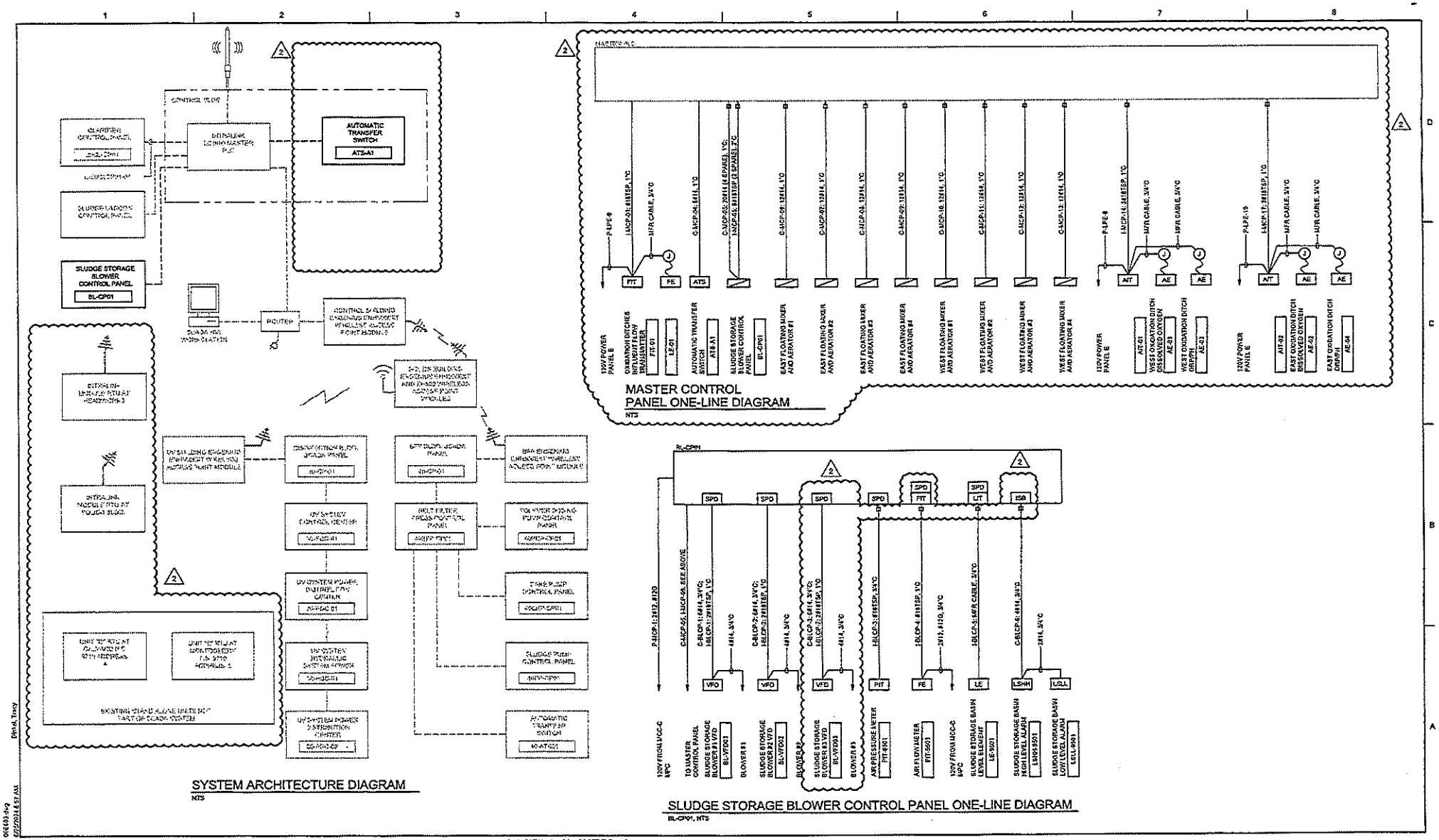
			PROJECT MANAGER	SCOTT FLEMING
			PROCESS / CIVIL	S. FLEMING
			STRUCTURAL	A. HOPSON
			ELECTRICAL / I&C	K. BOYD, III
2	06-2024	PROPOSED CHANGE PRDER NO. 1		
1	03-01-24	ADDENDUM NO. 2		
0	02-2024	ISSUED FOR BID SET		
ISSUE	DATE	DESCRIPTION	PROJECT NUMBER	10140560

HDR
MISSOURI CERTIFICATE OF AUTHORITY #000-856
10450 HOLMES ROAD, SUITE 600
KANSAS CITY, MO 64131
816-360-2700

City of Clinton, Missouri
WWTP Improvements - TO 13

GENERAL
PLANT ONE-LINE DIAGRAM - MODIFICATIONS

FILENAME 00E602.DWG
SCALE NONE
SHEET 00E602



			PROJECT MANAGER	SCOTT FLEMING
			PROCESS / CIVIL	S. FLEMING
			STRUCTURAL	A. HOPSON
			ELECTRICAL / I&C	K. BOYD, III
2	06-2024	PROPOSED CHANGE ORDER NO. 1		
1	03-01-24	ADDENDUM NO. 2		
0	02-2024	ISSUED FOR BID SET		
ISSUE	DATE	DESCRIPTION	PROJECT NUMBER	10140630

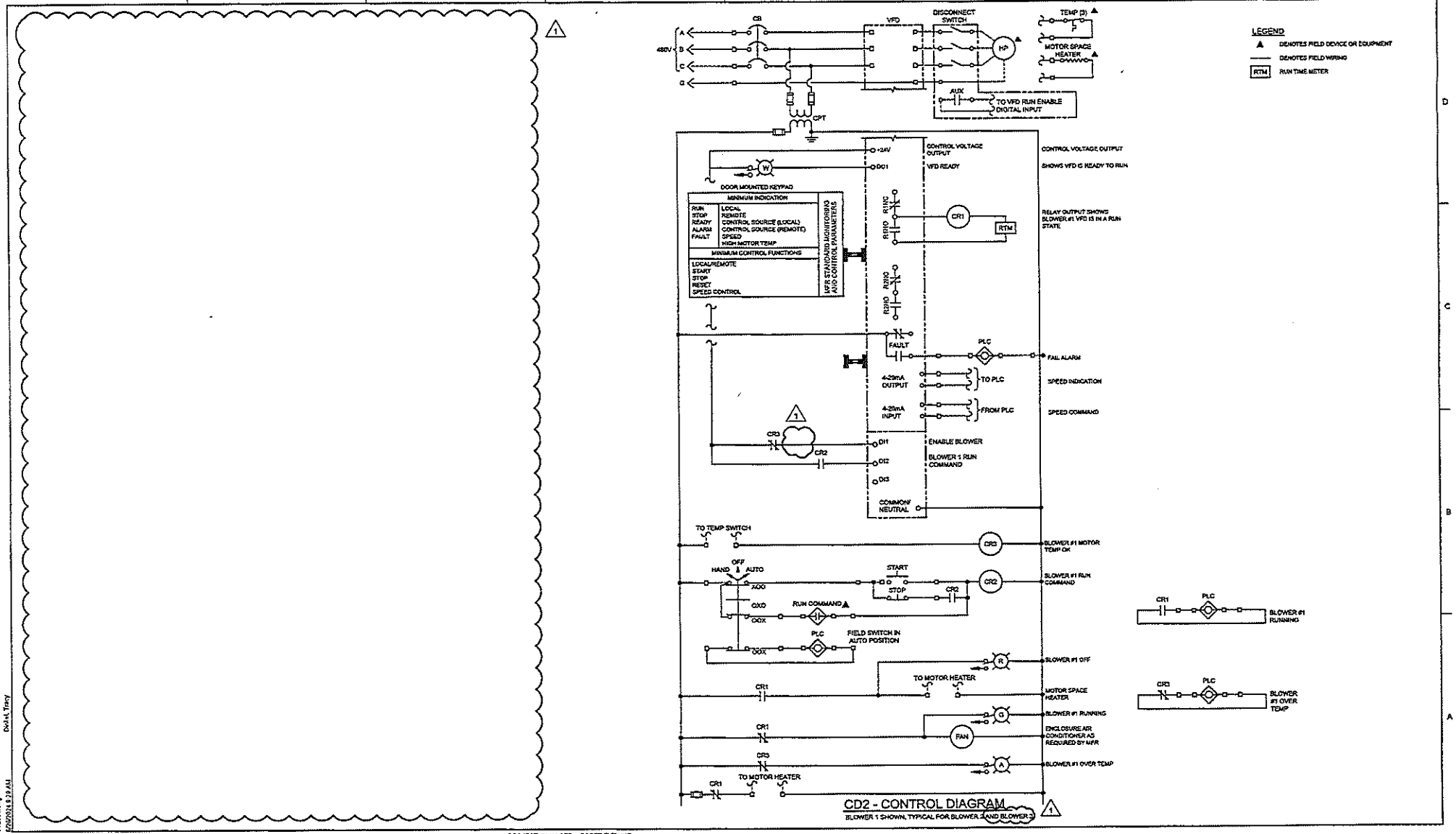
HDR
MISSOURI CERTIFICATE OF AUTHORITY #000-555
10450 HOLMES ROAD, SUITE 600
KANSAS CITY, MO 64131
816-360-2700

City of Clinton, Missouri
WWTP Improvements - TO 13

GENERAL
SYSTEM ARCHITECTURE DIAGRAM

FILENAME 00E603.dwg
SCALE NONE

SHEET
00E603



David Tracy
00E651.dwg
6/20/2024 8:29 AM

HDR
MISSOURI CERTIFICATE OF AUTHORITY #000-858
10450 HOLMES ROAD, SUITE 600
KANSAS CITY, MO 64131
816-360-4700

ISSUE	DATE	DESCRIPTION
1	08-2024	PROPOSED CHANGE ORDER NO. 1
0	02-2024	ISSUED FOR BID SET

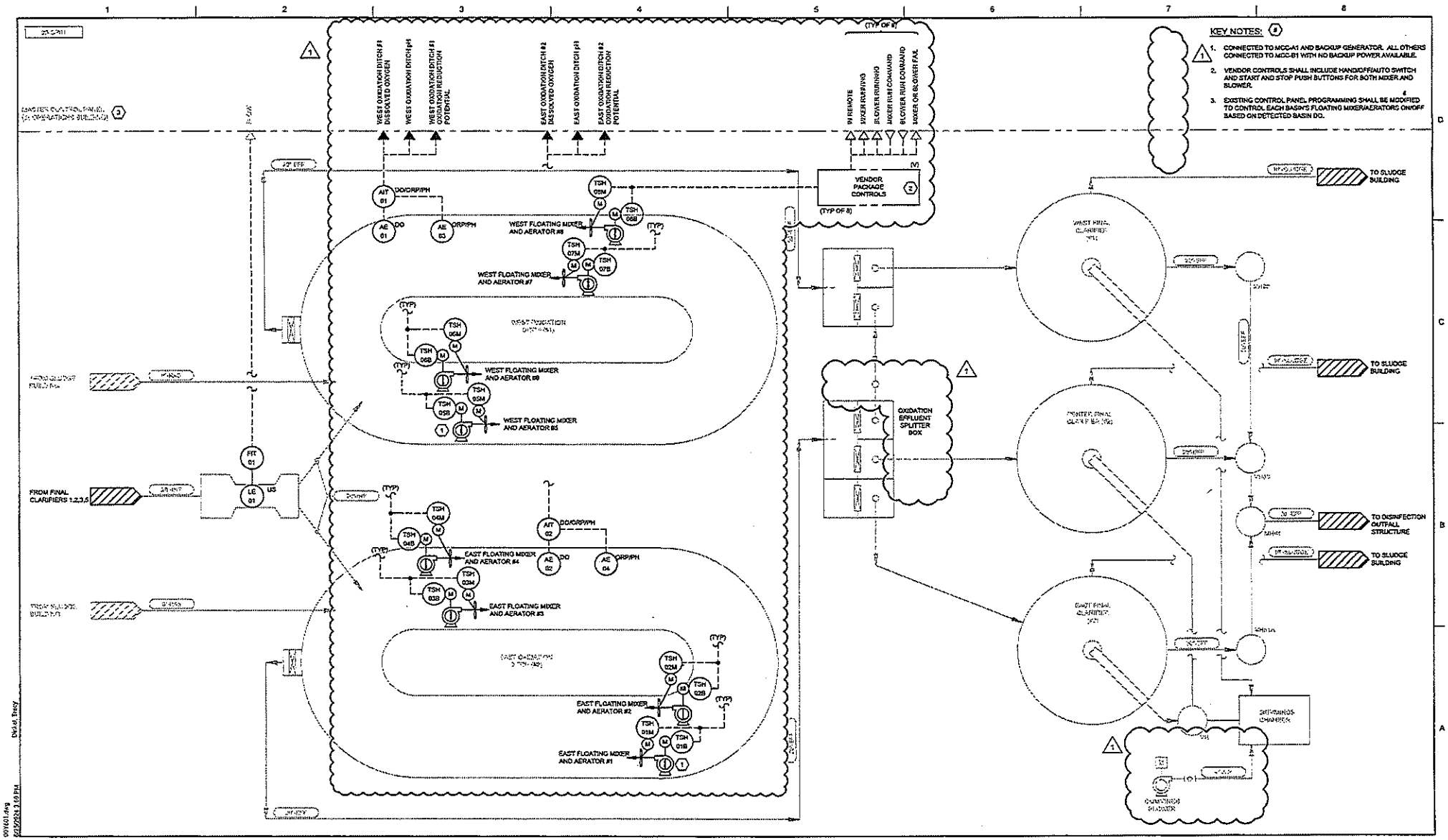
PROJECT MANAGER	SCOTT FLEMING
PROCESS / CIVIL	S. FLEMING
STRUCTURAL	A. HOPSON
ELECTRICAL / I&C	K. BOYD, II
PROJECT NUMBER	10140680

City of Clinton, Missouri
WWTP Improvements - TO 13

GENERAL
CONTROL WIRING DIAGRAMS

FILENAME 00E651.dwg
SCALE NONE

SHEET
00E651



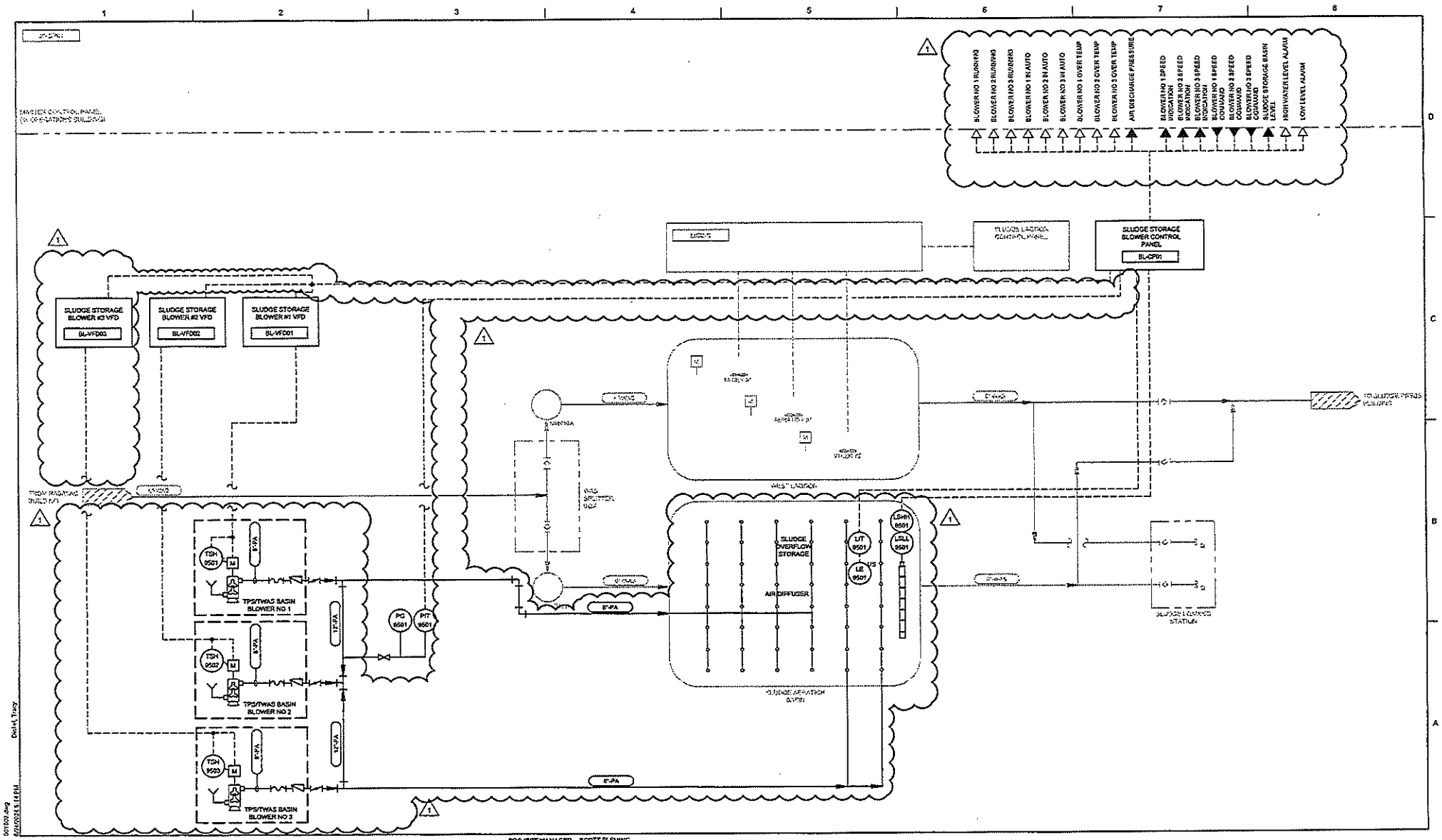
			PROJECT MANAGER	SCOTT FLEMING
			PROCESS / CIVIL	S. FLEMING
			STRUCTURAL	A. HOPSON
			ELECTRICAL / I&C	K. BOYD, III
1	06-2024	PROPOSED CHANGE ORDER NO. 1		
0	02-2024	ISSUED FOR BID SET		
ISSUE	DATE	DESCRIPTION	PROJECT NUMBER	10140680

HDR
MISSOURI CERTIFICATE OF AUTHORITY #000-2250
10450 HOLMES ROAD, SUITE 600
KANSAS CITY, MO 64131
816-360-2700

City of Clinton, Missouri
WWTP Improvements - TO 13

GENERAL
PROCESS AND INSTRUMENTATION DIAGRAM
LIQUID IMPROVEMENTS

FILENAME 00Y601.dwg
SCALE NONE
SHEET 00Y601



PROJECT MANAGER	SCOTT FLEMING		
PROCESS / CIVIL	S. FLEMING		
STRUCTURAL	A. HOPSON		
ELECTRICAL / I&C	K. BOYD, III		
1	09-2024	PROPOSED CHANGE ORDER NO. 1	
0	02-2024	ISSUED FOR BID SET	
ISSUE	DATE	DESCRIPTION	
PROJECT NUMBER	10140680		

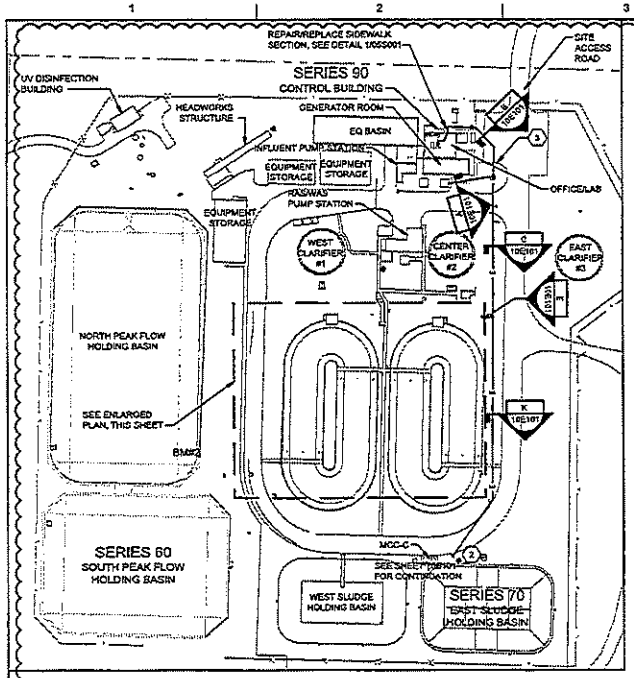
HDR
MISSOURI CERTIFICATE OF AUTHORITY 9000-656
10450 HOLMES ROAD, SUITE 600
KANSAS CITY, MO 64131
816-360-2700

City of Clinton, Missouri
WWTP Improvements - TO 13

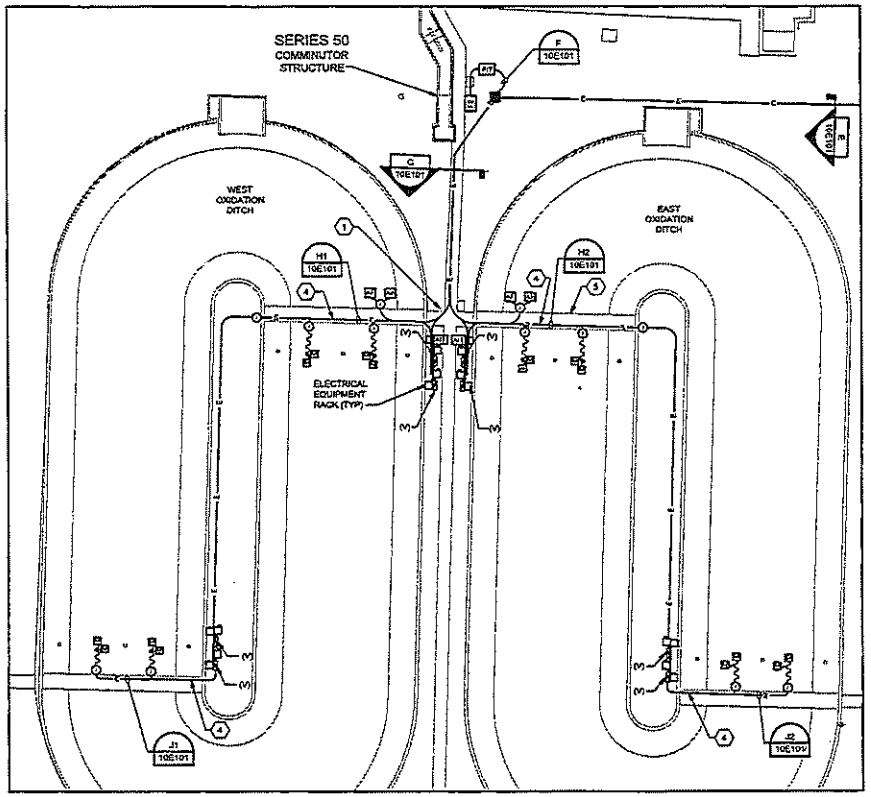
GENERAL
PROCESS AND INSTRUMENTATION DIAGRAM
SLUDGE IMPROVEMENTS

FILENAME 00Y602.dwg
SCALE NONE

SHEET
00Y602



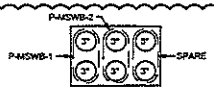
SITE PLAN
SCALE: 1" = 80'



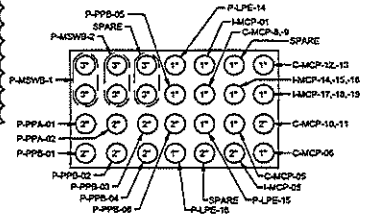
SERIES 20 OXIDATION DITCH
ENLARGED PLAN
SCALE: 1" = 20'

KEYNOTES:

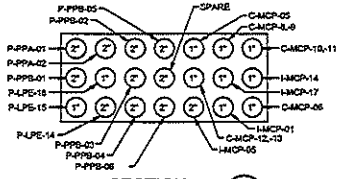
1. REPAIR/REPLACE SIDEWALK SECTION, SEE DETAIL 1/GS0001.
2. SEE SHEET 70E101 FOR CONTINUATION.
3. SEE GENERAL NOTE 14 ON SHEET 00G004.
4. FIELD ROUTE CONDUIT ON VERTICAL FACE OF EXISTING CONCRETE BRIDGE.
5. REPLACE EXISTING HANDRAIL ON BRIDGES (TYPICAL OF 4), WITH MODULAR HANDRAIL. PROVIDE REMOVABLE SECTION OR LOCKABLE GATE FOR ACCESS TO EACH FLOATING AERATOR/MIXER.



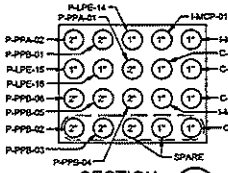
SECTION A 10E101



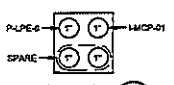
SECTION B 10E101



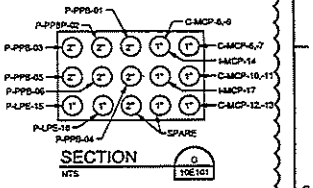
SECTION C 10E101



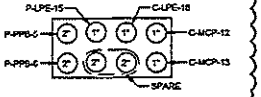
SECTION E 10E101



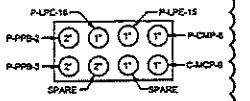
SECTION F 10E101



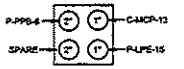
SECTION G 10E101



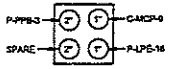
SECTION H1 10E101



SECTION H2 10E101



SECTION J1 10E101



SECTION J2 10E101



SECTION K 10E101

			PROJECT MANAGER	SCOTT FLEMING
			PROCESS / CIVIL	S. FLEMING
			STRUCTURAL	A. HOPSON
			ELECTRICAL / I&C	K. BOYD, III
1	06-2024	PROPOSED CHANGE ORDER NO. 1		
0	02-2024	ISSUED FOR BID SET		
ISSUE	DATE	DESCRIPTION	PROJECT NUMBER	10140680

HDR
MISSOURI CERTIFICATE OF AUTHORITY #000-856
10450 HOLMES ROAD, SUITE 500
KANSAS CITY, MO 64131
816-360-2700

City of Clinton, Missouri
WWTP Improvements - TO 13

ON SITE PLANNING
ELECTRICAL SITE PLAN

FILENAME: 10E101.dwg
SCALE: 1"=80'

SHEET
10E101

10E101.dwg
5/22/2024 4:38 PM
Ohl-kl, Tony

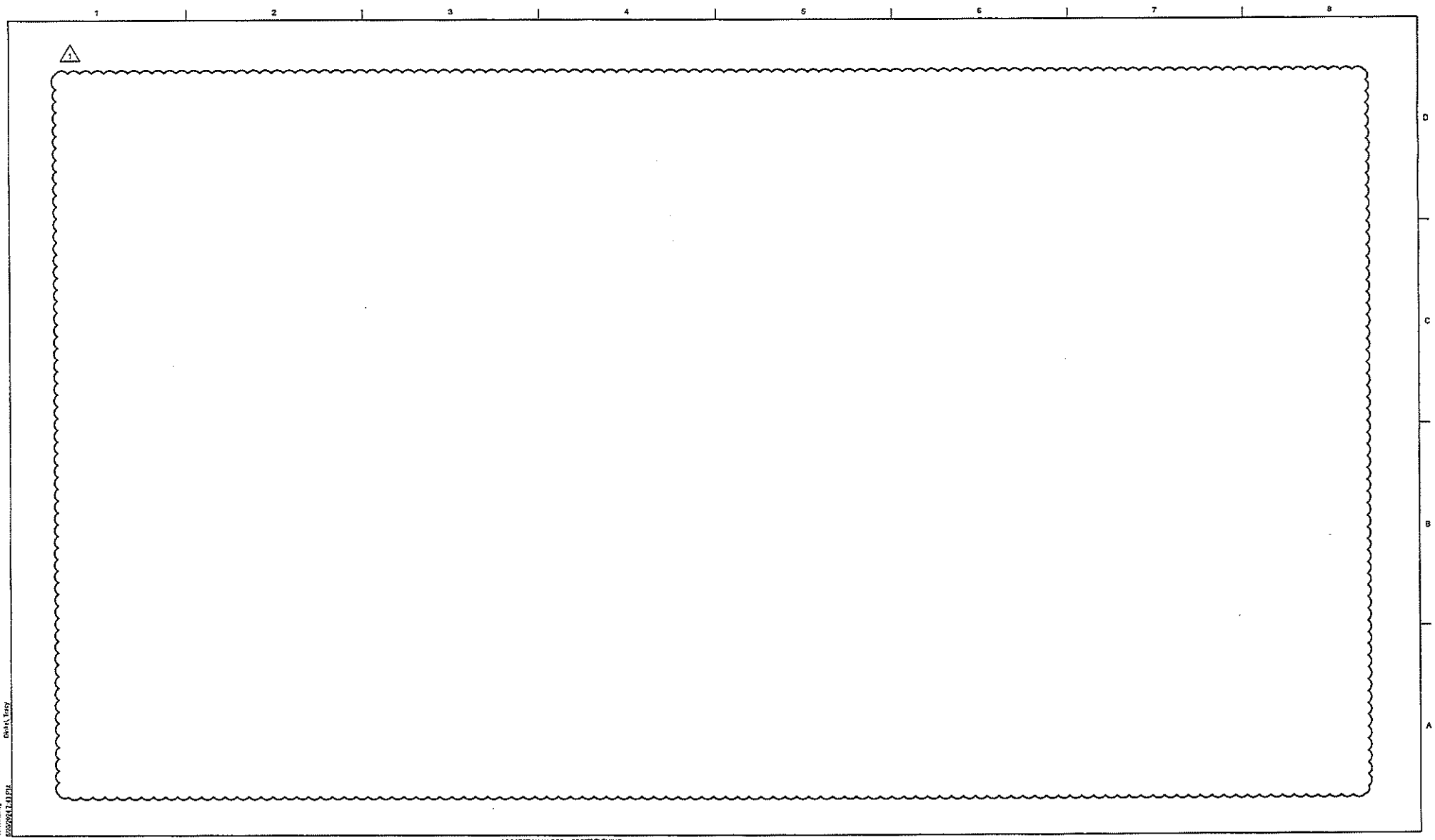
1 2 3 4 5 6 7 8

D C B A

1

40X101.dwg
6/20/2024 7:41 PM
Dinkel, Tracy

HDR



HDR
MISSOURI CERTIFICATE OF AUTHORITY #000-850

10450 HOLMES ROAD, SUITE 600
KANSAS CITY, MO 64131
816-360-2700

ISSUE	DATE	DESCRIPTION
1	06-2024	PROPOSED CHANGE ORDER NO. 1
0	02-2024	ISSUED FOR BID SET

PROJECT MANAGER	SCOTT FLEMING
PROCESS / CIVIL	S. FLEMING
STRUCTURAL	A. HOPSON
ELECTRICAL / I&C	K. BOYD, III
PROJECT NUMBER	10140680

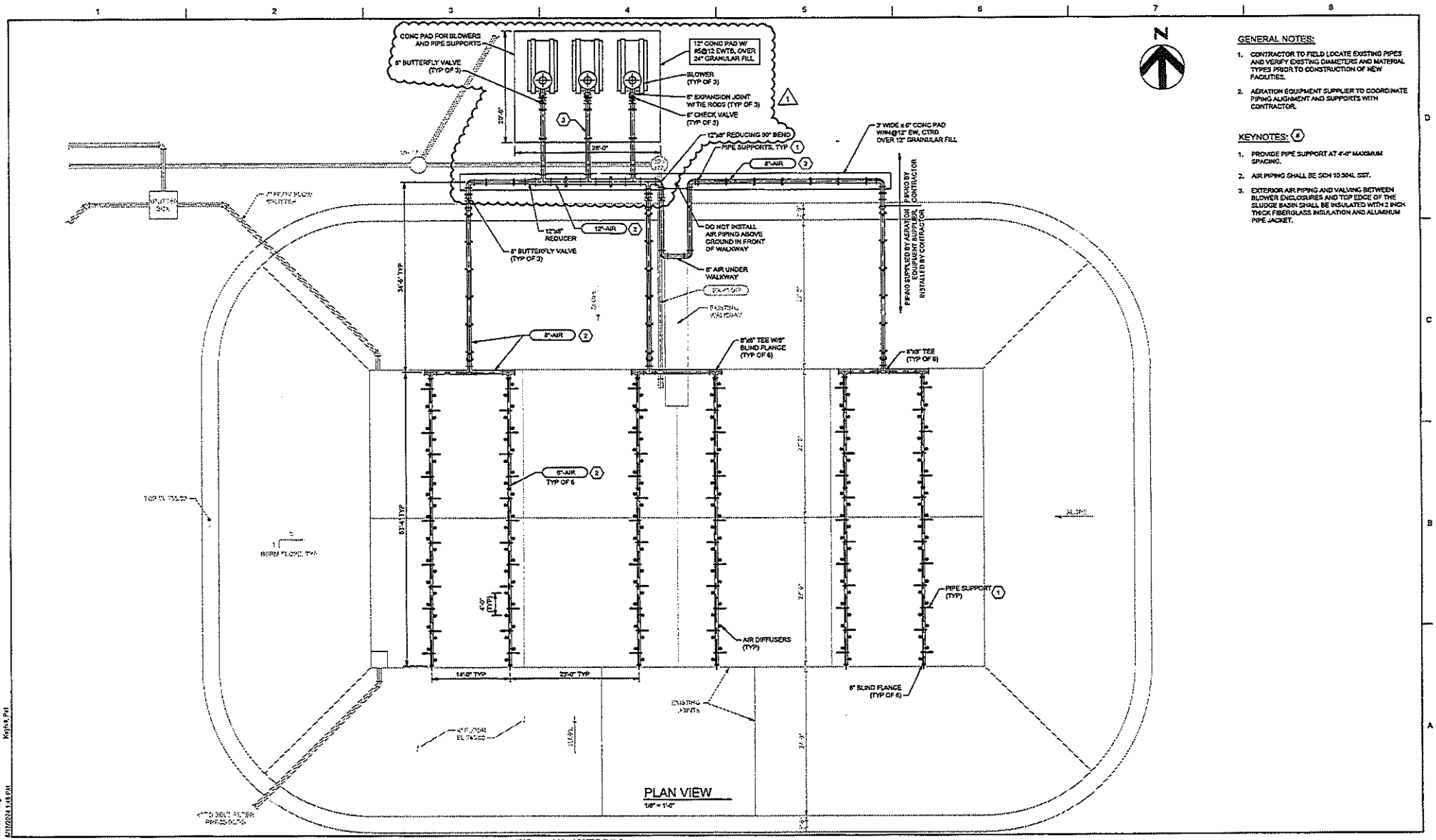
City of Clinton, Missouri
WWTP Improvements - TO 13

SKIMMING CHAMBER
DEMOLITION PLAN

0 1" 2"

FILENAME 40X101.dwg
SCALE 1/4" = 1'-0"

SHEET
40X101



PLAN VIEW

1/8" = 1'-0"

GENERAL NOTES:

1. CONTRACTOR TO FIELD LOCATE EXISTING PIPES AND VERIFY EXISTING DIAMETERS AND MATERIAL TYPES PRIOR TO CONSTRUCTION OF NEW FACILITIES.
2. AERATION EQUIPMENT SUPPLIER TO COORDINATE PIPING ALIGNMENT AND SUPPORTS WITH CONTRACTOR.

KEYNOTES: (#)

1. PROVIDE PIPE SUPPORT AT 8'-0" MAXIMUM SPACING.
2. AIR PIPING SHALL BE SCH 10 304L SST.
3. EXTERIOR AIR PIPING AND VALVING BETWEEN BLOWER ENCLOSURES AND TOP EDGE OF THE SLUDGE BASIN SHALL BE INSULATED WITH 2 INCH THICK FIBERGLASS INSULATION AND ALUMINUM PIPE JACKET.

HDR
MISSOURI CERTIFICATE OF AUTHORITY #000-804
10450 HOLMES ROAD, SUITE 600
KANSAS CITY, MO 64131
816-360-2700

ISSUE	DATE	DESCRIPTION
1	06-2024	PROPOSED CHANGE ORDER NO. 1
0	02-2024	ISSUED FOR BID SET

PROJECT MANAGER	SCOTT FLEMING
PROCESS / CIVIL	S. FLEMING
STRUCTURAL	A. HOPSON
ELECTRICAL / I&C	K. BOYD, III
PROJECT NUMBER	10140680

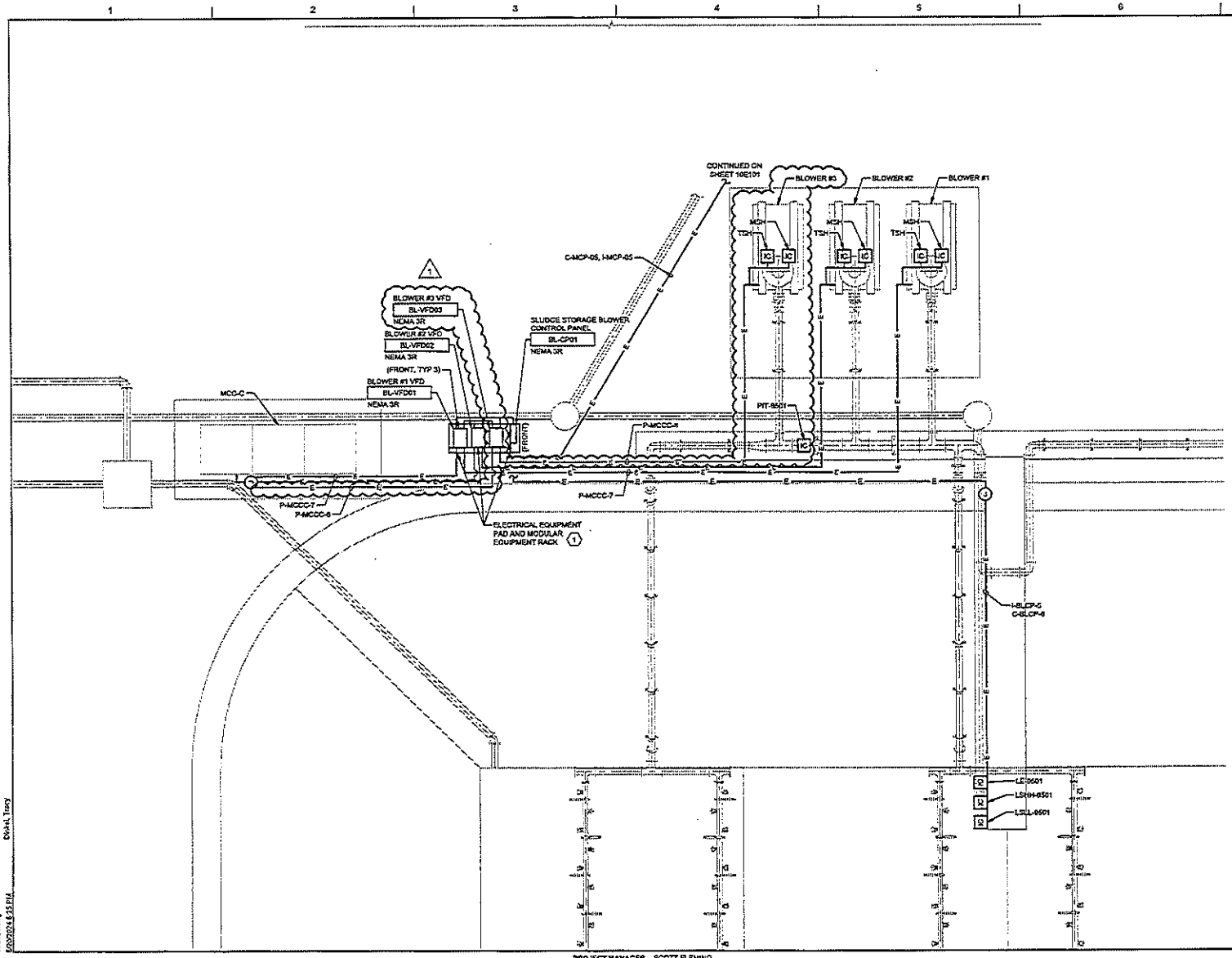
City of Clinton, Missouri
WWTP Improvements - TO 13

EAST SLUDGE HOLDING BASIN
PROCESS PLAN

FILENAME: 70D101A.dwg
SCALE: 1/8" = 1'-0"

SHEET
70D101A

70D101A.dwg
6/17/2024 1:45 PM
Kayla.Pat



N

GENERAL NOTES:

1. CONTRACTOR TO FIELD LOCATE EXISTING PIPES AND VERIFY EXISTING DIAMETERS AND MATERIAL TYPES PRIOR TO CONSTRUCTION OF NEW FACILITIES.

KEYNOTES: (#)

1. SEE DETAIL #6 ON SHEET 05E501 FOR MOUNTING DETAILS.

70E101.dwg
6/03/2024 6:15 PM
Divini, Tracy

HDR

HDR
MISSOURI CERTIFICATE OF AUTHORITY #000-656
10450 HOLMES ROAD, SUITE 600
KANSAS CITY, MO 64131
816-360-2700

ISSUE	DATE	DESCRIPTION
1	06-2024	PROPOSED CHANGE ORDER NO. 1
0	02-2024	ISSUED FOR BID SET

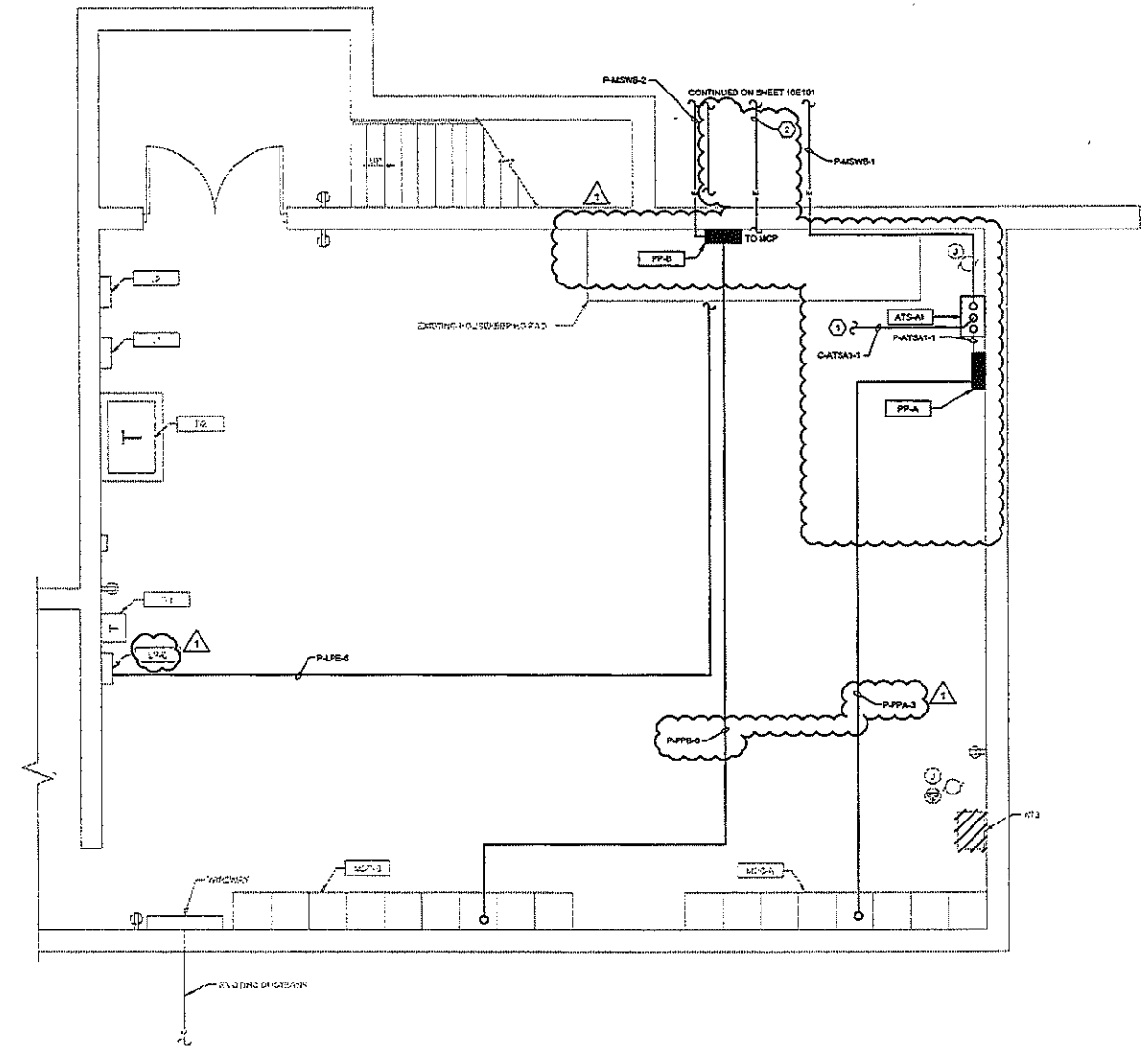
PROJECT MANAGER	SCOTT FLEMING
PROCESS / CIVIL	S. FLEMING
STRUCTURAL	A. HOPSON
ELECTRICAL / I&C	K. BOYD, III
PROJECT NUMBER	10140680

City of Clinton, Missouri
WWTP Improvements - TO 13

EAST SLUDGE HOLDING BASIN
ELECTRICAL PLAN

FILENAME 70E101.dwg
SCALE 3/16" = 1'-0"

SHEET 70E101



N

GENERAL NOTES:

1. ALL INTERIOR CONDUIT TO BE FIELD ROUTED.

KEYNOTES: #

1. FIELD ROUTE TO EXISTING GENERATOR.
2. CONTROL CIRCUITS. FIELD ROUTE TO MASTER CONTROL PANEL.

HDR
MISSOURI CERTIFICATE OF AUTHORITY #000-856
10450 HOLMES ROAD, SUITE 600
KANSAS CITY, MO 64131
816-360-2700

ISSUE	DATE	DESCRIPTION
1	06-2024	PROPOSED CHANGE ORDER NO. 1
0	02-2024	ISSUED FOR BID SET

PROJECT MANAGER	SCOTT FLEMING
PROCESS / CIVIL	S. FLEMING
STRUCTURAL	A. HOPSON
ELECTRICAL / I&C	K. BOYD, III
PROJECT NUMBER	10140650

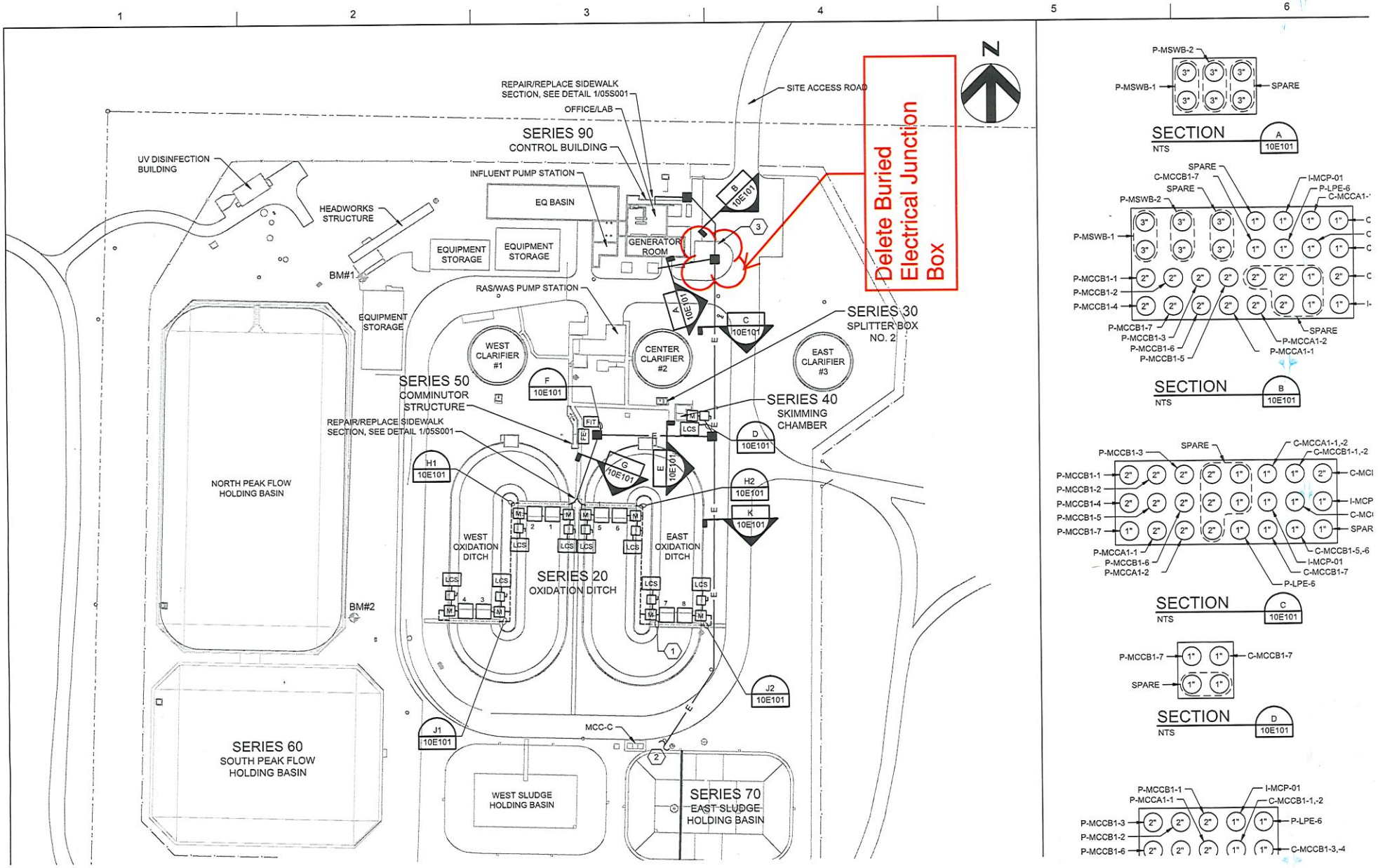
City of Clinton, Missouri
WWTP Improvements - TO 13

CONTROL BUILDING
BASEMENT ELECTRICAL PLAN

FILENAME 90E101.dwg
SCALE 3/8" = 1'-0"

SHEET 90E101

90E101.dwg
6/24/2024 6:01 PM
Dickel, Tracy


1
2
3
4
5
6
N
Delete Buried Electrical Junction Box
REPAIR/REPLACE SIDEWALK SECTION, SEE DETAIL 1/05S001
SITE ACCESS ROAD
OFFICE/LAB
SERIES 90
CONTROL BUILDING
UV DISINFECTION BUILDING
INFLUENT PUMP STATION
EQ BASIN
HEADWORKS STRUCTURE
EQUIPMENT STORAGE
EQUIPMENT STORAGE
GENERATOR ROOM
BM#1
RAS/WAS PUMP STATION
EQUIPMENT STORAGE
SERIES 30
SPLITTER BOX NO. 2
WEST CLARIFIER #1
CENTER CLARIFIER #2
EAST CLARIFIER #3
SERIES 50
COMMINUTOR STRUCTURE
SERIES 40
SKIMMING CHAMBER
REPAIR/REPLACE SIDEWALK SECTION, SEE DETAIL 1/05S001
NORTH PEAK FLOW HOLDING BASIN
WEST OXIDATION DITCH
SERIES 20
OXIDATION DITCH
EAST OXIDATION DITCH
BM#2
SERIES 60
SOUTH PEAK FLOW HOLDING BASIN
WEST SLUDGE HOLDING BASIN
SERIES 70
EAST SLUDGE HOLDING BASIN
MCC-C
P-MSWB-2
P-MSWB-1
SPARE
SECTION
NTS
A
10E101
C-MCCB1-7
I-MCP-01
P-LPE-6
C-MCCA1-
P-MCCB1-1
P-MCCB1-2
P-MCCB1-4
P-MCCB1-7
P-MCCB1-3
P-MCCB1-6
P-MCCB1-5
P-MCCA1-2
P-MCCA1-1
B
10E101
C-MCCA1-1,-2
C-MCCB1-1,-2
C-MCCB1-5,-6
C-MCCB1-7
P-LPE-6
C
10E101
D
10E101
I-MCCB1-1,-2
P-MCCA1-1
P-LPE-6
C-MCCB1-3,-4

R.E. Pedrotti Company, Inc.
Instrumentation, Controls, and System Integration

5855 Beverly Avenue, Suite A / Mission, KS 66202
p: 913-677-3366 / repedrotti.com

August 16, 2024

Addenda 1-3 & Proposed COR 1 Acknowledged

Matt Gustin
Project Manager
David E. Ross Construction Co.
10201 E. 75th Street
Raytown, MO 64138

Reference: City of Clinton, MO – WWTP Improvements 2024
Quote No.: 2186

Dear Contractor:

The **R.E. Pedrotti Company, Inc.** is pleased to provide you the following proposal for the project referenced above. This package is based upon the contract drawings and project specification sections provided for this project. This proposal includes equipment and services associated with the following contract specification sections:

40 61 13 – Process Control System General Requirements
40 61 21 – Process Control System Testing
40 61 43 – Surge Protection Devices for Instrumentation and Control Equipment
40 61 93 – Process Control System IO List
40 61 96 – Process Control Descriptions
40 63 43 - Programmable Logic Controllers
40 67 00 – Control System Equipment Panels and Racks
40 68 63 – Configuration of HMI Software and Reports
40 71 00 – Flow Instrumentation
40 72 00 – Level Instrumentation
40 73 00 – Pressure Instrumentation
40 78 00 – Panel Mounted instruments

The following materials and services are to be provided as part of this proposal:

Item	Qty.	Description
A.	1	**BL-CP01 Sludge Storage Blower Control Panel** To Include: • NEMA 4 Wall Mount Enclosure • Schneider Electric SCADAPack with required I/O Modules • Fiber/Copper Ethernet Switch • FOPP • 24VDC Power Supply • Surge Protection as required • 120VAC UPS

Item	Qty.	Description
B.	1	**Oxidation Ditch PLC Control Panel** To Include: • NEMA 4X 304SS Wall Mount Enclosure on 12"H 304SS legs • Schneider Electric SCADAPack with required I/O Modules • Fiber/Copper Ethernet Switch • FOPP • 24VDC Power Supply • Surge Protection as required • 120VAC UPS
C.	4	**Basin Blower/Mixer Dual Control Panel.** Control Panel for (2) 30HP, 37FLA Mixers and (2) 7.5HP, 9.75FLA Blowers. Set up for 460VAC, 3-Phase, 60Hz. To Include: • NEMA 4X 304SS Wall Mount Enclosure • Main circuit breaker with door interlocking handle for incoming power • TVSS • Heater with fan and adjustable thermostat • Thermal magnetic type breaker for each motor • ABB PSTX SSRV starter for each Mixer • NEMA starter for each Blower • Fused control power transformer • Control relays and dry contacts as required • Hand-Off-Auto switch, Start/Stop pushbutton for each Mixer/Blower pair
D.	Lot	**30-CP01 Existing Master Control Panel Modifications.** Existing enclosure to be used. To Include: • Fiber/Copper Ethernet Switch • FOPP
E.	2	**Ultrasonic Level Transmitter** (FIT/LE-01, LIT/LE-9501)
F.	2	**YSI Analyzer Transmitter** (AIT-01, AIT-02) with (2) **DO Sensors** (AE-01, AE-02) and (2) **ORP**, (2) **PH Sensors** (AE-03, AE-04)
G.	1	**Pressure Transmitter** (PIT-9501)
H.	1	**Pressure Gauge** (PG-9501)
I.	1	**Capacitance Level Probe** (LSHH/LSLL-9501)
J.	Lot	SCADA System Programming
K.	Lot	Instrumentation and control system startup, calibration and testing as required
L.	Lot	On-site training sessions as required
M.	Lot	Approval Submittals and O&M Documentation

**Clarifications/Exclusions

1. Pricing is exclusive of taxes, fees, permits, bonds and licenses unless noted above.
2. FOB Factory. **Freight included.**
3. Payment Terms: Net 30 Days.
4. Instrumentation and control panel installation and wiring is excluded and provided by others.
5. The procurement, startup and/or commissioning of any equipment not specifically listed in this quotation is excluded and provided by others.
6. The termination of power and I/O wiring is excluded and provided by others.
7. Network and Fiber Optic cable, terminations and testing is excluded and provided by others
8. Conduit, piping and connection schedules are excluded and provided by others.
9. All brackets, supports, flanges, uni-strut, and isolation valves are excluded.
10. Customized instrumentation mounting or anchoring details specific to each instrument other than the basic mounting information supplied in the manufacturer's installation manual is excluded.
11. Existing HMI program will be revised for new monitoring and control per specifications; however, existing licensed version will remain as-is and will not be upgraded. No new HMI software to be provided.
12. Existing AVEVA Wonderware software licensed does not include any Historian or report license. No reports will be developed or provided.
13. Basin Blower/Mixer Control Panel designed for 35kA SCCR Rating.
14. YSI DO/ORP Analytical equipment included in proposal as discussed in project meeting.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

R. E. PEDROTTI COMPANY, INC



Dallas Massie

QUOTE NUMBER: 24-04342
DATE: 07/18/24
REV: 03

TO: Apparent Low Bid Contractor	**PROJECT NAME:** Clinton, MO – Oxidation Ditches **SALES MANAGER:** Brad Sciulli] **REPRESENTATIVE:** Paul Koehler / 816.830.6387 [m] JCI Industries

Newterra Corporation, Inc. is pleased to offer the following:

Eight (8) 30HP AIRE-O2 TR-30 Triton® Aerators, consisting of:

- 30HP, 230/460 volt, 3-phase, 60Hz, 900 RPM, TEFC, premium efficiency motor
- 7.5HP regenerative blower
- Field replaceable, water-lubricated lower bearing
- Field replaceable, water-resistant sleeve
- 316 SS dual-blade primary PowerMix™ propeller
- 304 SS Saturn Ring diffuser
- 304 SS housing, mounting flange, and hollow shaft

Note: Aerators shall arrive fully assembled for immediate mounting

Eight (8) 6-Float Assemblies, consisting of:

- Six (6) molded, LDPE, closed-cell foam filled pontoons
- 304 SS frame and mounting hardware
- Vortex shield attached to frame

Note: Flotation devices require field assembly

Control Panels/Instrumentation are NOT INCLUDED and shall be BY OTHERS
SS Swing Arms are NOT INCLUDED and shall be BY OTHERS
400' 8/4 SEOOW NON-UL Electrical Cable (460/60/3; 30HP Mixer Motor)
400' 14/4 SEOOW UL-Rated Electrical Cable (460/60/3; 7.5HP Blower Motor)

400' ½" Diameter 6x19 SS Mooring Cable

Eight (8) Cable End Assemblies, Wall Anchor Plates, and Four (4) Turnbuckles

Three (3) Year Warranty
Startup/Installation Supervision [One (1) Trip and Two (2) Days on site, Incl. Expenses]
Freight FREE CARRIER (FCA) Clinton, MO (Incoterms 2021)

EXCLUSIONS:	Installation, duties, and taxes are not included. Controls, cord grips, anchoring hardware, and all items not specifically listed above are excluded.
PRICING:	Price is valid for thirty (30) days.
PAYMENT TERMS:	50% due NET 30 days upon acceptance of purchase order. 50% due NET 30 days upon readiness to ship. *Milestones and terms are based on credit approval
DELIVERY:	Submittals, if required, shall be provided two (2) to four (4) weeks from executed purchase order. Delivery shall be eight (8) to twelve (12) weeks from submittal approval, or executed purchase order in lieu of submittals.
WARRANTY:	Must complete and return warranty card for warranty to apply. Attached terms and conditions apply.

Aeration Industries International
a newterra company

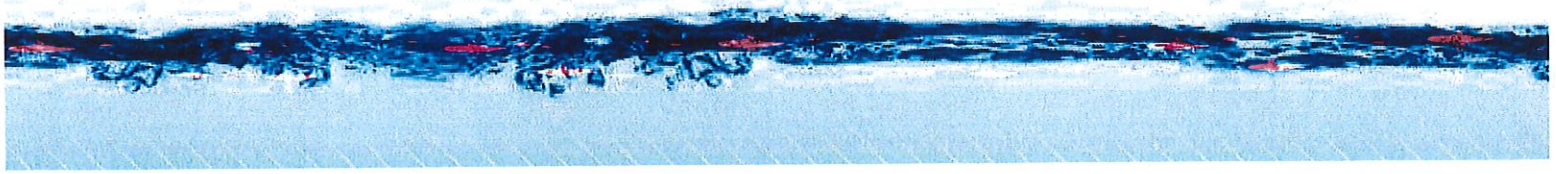
Aire-O_2 Triton® TR Series



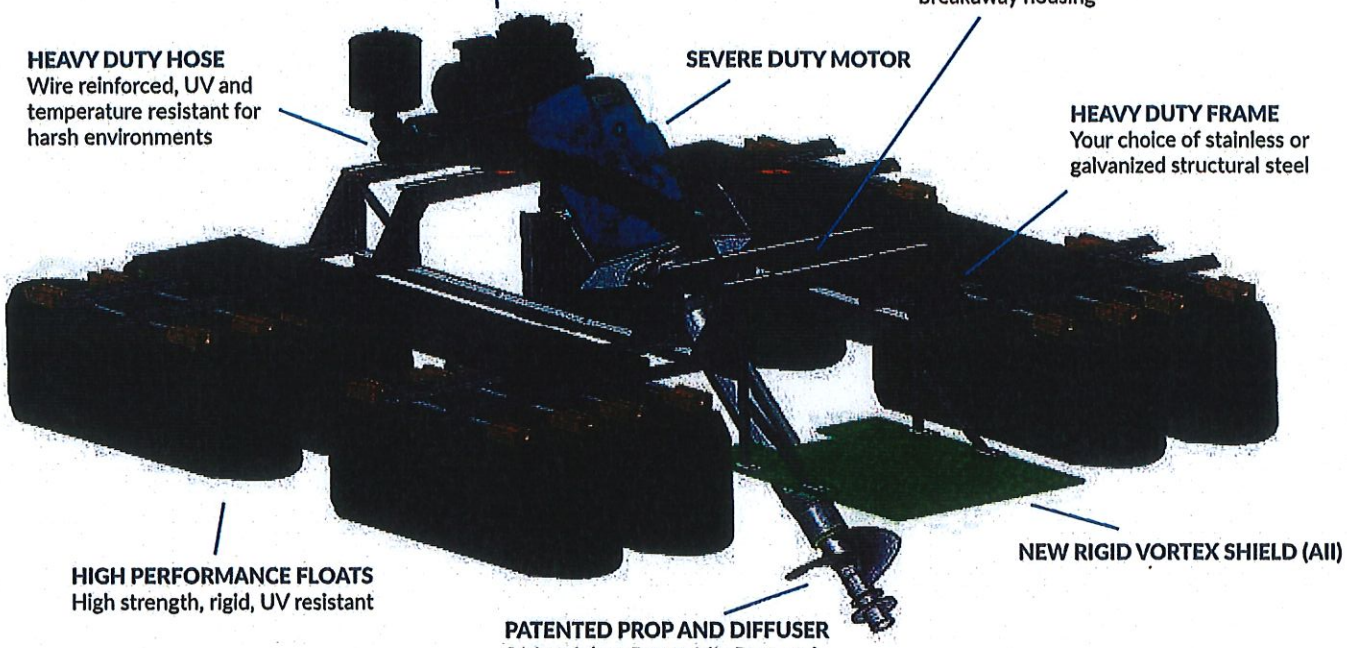
Unique features allow the Triton® TR Series to perform in harsh conditions, while optimizing performance, efficiency and maximizing oxygen transfer and mixing capabilities.

WHY CHOOSE THE TRITON?

- Delivers more oxygen capacity per unit with upgraded propeller
- Trusted performance
- Maintain without removing or draining the basin
- Performs in challenging, heavy debris conditions
- Fine bubble aeration with a mixing only option for BNR applications
- Mixing capabilities
- Operates for years with minimal maintenance
- Surface mounted, horizontal mixing provides better dispersion, directional control with no splashing or aerosoling
- More than 72,000 units delivered in the US and over 93 countries since 1974



The trusted way to deliver oxygen



Universal Mounts available to fit wall or bridge geometries.

FEATURING

- High efficiency TEFC, 8-pole severe duty motor (900 RPM 60HZ/ 750 RPM 50 HZ)
- Tropicalized/anodized blower to prevent corrosion
- Stainless steel dual-bladed Power Mix™ propeller
- Field replaceable, water lubricated lower bearing with wear resistant sleeve
- Hoses and fittings with UV protection built in for harsh environments
- Option of galvanized or stainless steel float mounts, blower pedestal, and bridge or wall mount
- Stainless steel Saturn Ring™ diffuser
- Available in 5-60hp (4-52.5kW/50Hz) sizes with worldwide voltage and frequency combinations
- Variable mounting angle offers flexibility

Rentals ***available!****

**Check for availability*

Aeration Industries® International | +1-952-448-6789 | 4100 Peavey Road Chaska, MN, 55318 USA
©2019, Aeration Industries International, LLC. | All Rights Reserved. (TRSERIES-0519)

www.aerationindustries.com

Terms and Conditions

1. PURCHASE ORDER:
   Newterra ("Seller") will initiate work upon written acceptance of a complete order from a purchasing party ("Buyer"). A complete order includes a signed purchase order which includes the overall price of system and scope of supply, purchase order number, payment terms, billing and shipping addresses, Tax Identification Number.

2. APPLICABILITY / SCOPE:
   All goods and services provided shall be governed by the terms and conditions set forth herein. Any modifications to these terms or to the scope of any purchase order or project hereunder, shall be mutually agreed upon and set forth in writing executed by both parties. Such writing shall clearly set forth the nature and extent of the change, and, if applicable, any adjustment in price associated with such change.

3. SCHEDULE:
   The Seller's estimated delivery schedule is included in the proposal and may be affected by manufacturing loading at the time of order unless the proposal is based on a firm schedule as noted. If the approval to proceed with ordering material is not given within twenty-one (21) days of execution of this order, Seller reserves the right to adjust the sell price of this Purchase Order based on actual increases incurred from its Suppliers due to the delay in the project schedule.

   Upon receipt of Purchase Order, unless the proposal is based on a firm schedule as noted, Seller and Buyer shall agree to a schedule and timeline for provision of engineering documentation, unless otherwise agreed to in writing.
   In the event of Buyer caused delay, Seller shall be entitled to readjustment of schedule based on the impacts due to the delay. Seller shall advise Buyer, in writing, of the revised schedule. Seller shall be entitled to compensation from all costs associated with Buyer caused delay.

4. CREDIT APPROVAL:
   All new purchase orders are subject to mandatory credit approval for first time Seller Buyers and discretionary credit approval for repeat Seller Buyers (credit approval form available from Seller upon request). Should Seller learn of any information that causes Seller concern about Buyer's ability to perform any of its obligations owing to Seller under a Purchase Order, Seller has the right to request Buyer to provide Seller adequate assurance of due performance on such terms as are deemed reasonable by Seller when acting in good faith, including the right to demand full or partial payment from Buyer as demanded by Seller, or the right to adequate surety.

5. TELEMETRY SERVICES AGREEMENT:
   A Telemetry Services Agreement must be completed for all system orders that include a Seller Remote Telemetry and Communication Package. The Telemetry Services Agreement is required to activate the services listed in the proposal (Telemetry Service Agreement available from Seller upon request).

6. PRICING/TAXES:
   The price to be paid by Buyer shall be mutually agreed upon by the parties and set forth in writing. Unless otherwise agreed to, prices quoted do not include any State, Provincial or local sales or use tax, special fees, duties or custom fees, freight and handling charges, or export crating costs that may be added to the price at invoicing. The Buyer agrees to make payments as described herein. If Seller is subjected to any such tax in connection with this sale or the delivery; the same shall be added to the purchase price and Buyer shall be responsible for paying that tax or reimbursing Seller therefore within 30 days. If Buyer is Tax Exempt, valid documentation in the form of an applicable tax-exempt certificate or direct pay permit must be provided at time of Purchase Order to be considered.

7. PAYMENT CONDITIONS:
   All orders require payment in advance unless credit has been established. Payment shall be made in the currency quoted without discount. Minimum billing amount is $100. Shipments outside of the U.S.A. and Canada shall be prepaid or drawn from an irrevocable Letter of Credit.

   Processing fees may be assessed for additional costs incurred for credit card charges, returned checks, Letters of Credit, or other bank charges. Wire transfers should be initiated with all bank charges paid from the account of the Buyer. Seller reserves the right to specify the method and/or timing of payment (including prior to shipment).

   The Seller will be entitled to a late penalty calculated at a rate of 1.5% per month (18% per annum) or if lower, at the maximum rate permitted by law, for any payment not made by the date due. If legal proceedings are instituted for collection of overdue accounts unpaid after 30 days, the Buyer will be liable for all costs adjudged by the court, including court costs and reasonable attorney fees.

   If the Buyer disputes any portion of an invoice, they shall notify Seller in writing with specific details and pay the undisputed portion as per the executed purchase order. Buyer shall reimburse all costs incurred in collection of past due amounts including but not limited to attorney's fees, court costs and collection fees incurred by Seller.

   At Seller's option, Letters of Credit will be accepted by Seller when compliant with the following: The Letter of Credit must (a) Be IRREVOCABLE and CONFIRMED by a U.S.A. or Canadian bank; (b) Be in favor of Seller; (c) State payment is by site draft payable; (d) State that ALL bank charges, including those outside the country of origin, are to be applied to BUYER'S account; (e) Must state Ex-Works, point as factory unless terms of Pro Forma Invoice

©2024 Newterra

specify otherwise, (f) Be advised through a class A bank and show Buyer as applicant for the Letter of Credit.

8. SHIPPING & DELIVERY TERMS:
Unless otherwise specified in the Seller Proposal, Incoterms® 2020 are:

(a) EXW Seller Facility.

(b) DAP <delivery location> (if freight is included as specified in Seller Proposal)

9. ACCEPTANCE:
(a) Buyer shall inspect all shipments of equipment or other goods within 10 days of receipt and shall promptly notify Seller of any specific defects or non-conforming goods. The parties acknowledge that acceptance of any goods supplied hereunder shall be deemed to have occurred if Buyer fails to notify Seller of any such defects or non-conforming goods within 10 days of the date of receipt. The parties acknowledge that acceptance of any services provided hereunder shall be deemed to have occurred if Buyer fails to notify Seller of any defects or non-conformance in such services within 10 days of the date the services were completed;

(b) For any order hereunder which requires Seller's involvement in the installation, start-up, check-out and/or commissioning of any Seller equipment or system, the parties acknowledge that system acceptance shall be deemed to have occurred upon completion of the startup and checkout of the system, or upon beneficial use of the system by Buyer, whichever occurs first.

10. OPERATIONAL AND MAINTENANCE PROCEDURES:
Buyer acknowledges that any improper use, maintenance, or modification of the equipment provided hereunder, or use of unqualified maintenance or service technicians will severely impair the operational effectiveness of the entire system. Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against any and all third-party claims arising, in any manner, out of: (a) Buyer's neglect of the equipment; (b) Buyer's use of technicians not authorized by Seller to service the equipment; or (c) Buyer's improper use or modification of the equipment or failure to follow the operational and maintenance procedures provided with the equipment.

11. SYSTEM STORAGE AFTER COMPLETION:
If Buyer is unable to accept equipment at the time of readiness, or at the Buyer's request, storage of completed systems may be provided. If Seller has space at its facility, storage will be charged at a rate of 0.5% per month accruing after the initial 30 days. If off-site storage is required, the per month rate will be the greater of 0.5% or actual warehouse and transportation costs, +20% administration fee.

The warranty period will start upon the original date of notice of readiness to ship. Any invoices due for payment that are subject to the shipment of the system will be initiated and subject to payment based on the date of notice of readiness to ship.

If the system is stored, transfer of title will occur immediately to Buyer upon entry into storage. Risk of Loss will transfer as per Incoterms® of the original contract.

12. TECHNICAL ASSUMPTIONS:
This proposal and pricing are based on Seller's interpretation of the sections of any RFP or specification that have been made available to Seller. Exceptions have been noted wherever possible. In the event of a conflict between the language in the specification or the proposal, Buyer agrees that the language in the proposal takes precedence and is the basis of the proposed pricing and scope.

13. HEALTH & SAFETY:
Any health and safety requirements, training or certification needs for entering a project site must be communicated at the time of Order. It is the Buyer/Owner's responsibility to ensure that field technicians operating on live panels are informed and equipped with the appropriate PPE.

14. APROVALS, PERMITS & INSPECTIONS:
Obtaining any required site permits (i.e. building) is the responsibility of the Buyer/Owner; the Seller is not responsible for any such items unless otherwise specified in the proposal.

All required site inspections including, but not limited to electrical, building and fire are the responsibility of the Buyer/Owner; the Seller is not responsible for any such items.

15. WARRANTY:
Refer to separate warranty document(s) attached hereto and incorporated herein as if set forth in full.

16. CONFIDENTIAL & PROPRIETARY INFORMATION:
Buyer acknowledges that the information and processes utilized by Seller in the design, manufacture, and supply of its products and systems are confidential and proprietary to Seller. Buyer agrees to treat as confidential and proprietary any such information or processes, including, but not limited to, design information or data, proposals, software, schematics, drawings, operational and maintenance manuals, testing procedures or other similar technical information ("Confidential Information") provided by Seller in connection with the supply or installation of products or systems hereunder, and will, at a minimum, protect any such confidential Information in a manner commensurate with the measures taken to protect Buyer's own confidential or proprietary information. Seller retains all rights, titles and interests in all such Confidential Information and Buyer shall not use or otherwise disclose to any third party any such Confidential Information except to the extent authorized by Seller in writing.

17. INTELLECTUAL PROPERTY RIGHTS:

©2024 Newterra

Excepting for the benefit of air and/or water treatment as contemplated by the design of the equipment, all rights, benefits from any value received as a result of the use of intellectual property, equipment, information or advice provided by Seller remain the sole property of Seller, specifically, including, but not limited to, as it may relate to carbon or water credits, etc.

The Seller retains any and all intellectual property rights in and to the equipment, services, and/or information supplied hereunder (including, but not limited to, patents, copyrights, trademarks and trade secrets) ("Intellectual Property").

Buyer is not granted any interest, right, or license with respect to any such Intellectual Property, except to use the equipment, services and/or information for the purposes for which it is specifically provided to Buyer in accordance with the terms and conditions hereof.

Seller shall indemnify and hold Buyer harmless from and against all third-party claims of infringement or alleged infringement arising out of Buyer's use of any equipment, services, or information supplied by Seller hereunder. Provided, however, that Seller's indemnity obligation hereunder shall not apply to, and Seller shall not be responsible for, any claims to the extent arising out of Buyer's modification of Seller's equipment, services or information, or use of such equipment, services or information: (a) in combination with equipment, services or information not supplied by Seller, or (b) in the operation of any process or in any other manner inconsistent with the purpose for which Seller's equipment, services or information were intended.

Unless specified, programming for Seller's custom equipment and systems is proprietary and will remain the property of Seller and is not available for distribution to Buyer or others at any time.

18. INSURANCE:
Each party shall provide and maintain at its own expense, such policies of insurance in such amounts as are appropriate and commercially reasonable for parties engaging in the type of activities contemplated by the projects entered into hereunder. Upon request, each party shall furnish the other with certificates evidencing the required insurance coverage.

19. BUYER INDEMNIFICATION:
To the fullest extent permitted by law, Buyer hereby agrees to protect, defend, indemnify and hold harmless Seller and its affiliates, managers, shareholders, directors, officers and employees from and against all losses and damages incurred and all liability to others and all claims, causes of action and suits, for personal injury, including death or property damage arising out of the acts or omissions of Buyer or Buyer Parties. Buyer agrees to pay all costs and expenses paid or incurred by Seller in enforcing its rights hereunder, including without limitation, attorney's fees, and court costs.

20. SELLER INDEMNIFICATION:
To the fullest extent permitted by law, Seller hereby agrees to protect, defend, indemnify and hold harmless Buyer and its affiliates, managers, shareholders, directors, officers and employees from and against all losses and damages incurred and all liability to others and all claims, causes of action and suits, for personal injury, including death or property damage to the extent such is caused by the negligent acts or omissions of Seller or Seller Parties. Seller agrees to pay all costs and expenses paid or incurred by Buyer in enforcing its rights hereunder, including without limitation, attorney's fees, and court costs.

21. LIENS:
Seller shall promptly pay for all materials, supplies and labor employed by it in providing the goods and/or services hereunder, such that any equipment or system supplied to Buyer remains free of materialmen's, warehousemen's, mechanics', and any other similar liens. Seller reserves all rights hereunder to file notice and execute liens in the event Buyer breaches it obligations in the proposal, Purchase Order, or as set forth herein. Any executed lien waiver, release claim, or payment application executed and submitted by Seller shall not serve to waive Seller's right to pursue a lien claim for previously noticed, reserved, or filed claims.

Seller reserves all rights hereunder to file notice and execute liens in the event Buyer breaches it obligations in the proposal, purchase order, or as set forth herein. Any executed lien waiver, release claim, or payment application executed and submitted by Seller shall not serve to waive Seller's right to pursue a lien claim for previously noticed, reserved, or filed claims.

22. NON-WAIVER:
The parties' failure to demand strict performance or to otherwise enforce any rights hereunder shall not constitute a waiver of any rights hereunder. No claim arising out of a breach hereof may be discharged in whole or in part by a waiver of the claim unless supported by consideration and set forth in a writing signed by the waiving party. Any such waiver shall apply to the specifically identified claim only and shall in no way constitute a waiver or discharge of any other prior or subsequent claim.

23. BREACH/DEFAULT:
In addition to any failure to comply with any other term or condition as set forth herein, the occurrence of any of the following events shall constitute a breach/default on the part of Buyer: (a) If Buyer shall become insolvent or make a general assignment for the benefit of creditors; (b) If a petition for Bankruptcy is filed by or against Buyer; (c) If, at any time Buyer fails to fulfill its obligations under the terms and conditions hereof, or acts in such a manner as to endanger performance of such obligations; (d) If Seller shall reasonably believe that Buyer will not timely fulfill its obligations, including payment or otherwise perform hereunder, and Buyer is unable to provide reasonable assurances that such timely performance will occur.

©2024 Newterra

Upon breach/default by Buyer, Seller may terminate the contract or agreement by giving notice to the Buyer. Such termination may be effective immediately at the sole choice and discretion of Seller. In the event of a breach and contract termination, Buyer is still responsible for all costs incurred by Seller.

24. SUSPENSION: If any project or order, for which Seller is to supply goods and/or services hereunder, is requested to be suspended by Buyer for any reason other than a breach by Seller, Seller shall cooperate with Buyer in rescheduling any planned or ongoing work, and in otherwise complying with the suspension instructions. However, Buyer must provide reasonable written notice to Seller for any requested suspension. Seller shall reserve the right to adjust the scheduling, pricing, and/or billing due to any impact of the approved suspension. Provided, however, that in the event of any such suspension which continues for a period of 90 days, Seller shall be entitled to terminate that order, without any further liability or obligation of Seller thereunder.
Seller, may by written notice to Buyer, suspend this order due to any of the following: (i) Buyer fails to perform in accordance with the delivery schedule; (ii) Buyer fails to properly pay Seller for any properly submitted invoices; (iii) Buyer has breached or otherwise failed to comply with any provision of this order that is capable of being cured and Buyer does not cure the same within a period of five (5) calendar days after receipt of written notice from Seller.

25. TERMINATION FOR CAUSE:
Should Seller be in breach under this project or order, Buyer shall have the right, as well as all other rights per the applicable law to request to terminate all or part of any undelivered or unperformed portion of this Purchase Order by reasonable written notice to Seller. Upon receipt of such notice, Seller shall immediately stop delivery or work on the portion of the order terminated or canceled. In the event of such termination, Buyer shall be liable for the value of the work performed, materials received, and any materials not received that cannot be cancelled, prior to the time that notice of termination is given.

26. TERMINATION FOR CONVIENENCE:

If any project or order, for which Seller is to supply goods and/or services hereunder, is terminated in agreement with the provisions of these terms and conditions, Seller shall be entitled to charge 25% of selling price if canceled prior to incurring related engineering, drafting, and production time. If engineering and/or drafting time has been incurred, 40% of the selling price will be charged to the Buyer. If materials have been received, or materials not received cannot be cancelled, and/or production time has been incurred, 100% of the selling price plus additional costs incurred will be charged to the Buyer who placed the order. Additional costs incurred as a direct result of termination may include, but are not limited to, freight and storage charges, costs of labor, transportation, travel and living expenses for support, overhead and profit, and reasonable attorney fees.

27. FORCE MAJEURE:
Neither party shall be liable for any cost increase, failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires; floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; epidemic; pandemic; changes in laws, delays in transportation; sabotage; or fuel, power, material or labor shortages.

28. LIMITATION OF LIAIBLITY:
Under no circumstances whatsoever will Seller be responsible for liquidated, indirect, special, incidental or consequential damages including, but not limited to, lost business, overhead, loss of use of property, delay, damages, lost profits or third party claims, whether foreseeable or not, even if Seller has been advised of the possibility of such damages in connection with the delivery, installation, use or performance of the equipment or the provision of maintenance services by Seller regardless of whether such claims are alleged to have arisen out of breach of warranty, breach of contract, stricter absolute liability in tort, or other act, error or omission or any other cause whatsoever, or any combination of the foregoing.

Under no circumstances whatsoever will Seller be responsible for direct damages in excess of 50% of the contract value.

29. ASSIGNMENT:
The rights and responsibilities of the Buyer as set forth herein are personal to the Buyer and may not be assigned or delegated without the prior written consent of Seller.

30. APPLICABLE LAW / DISPUTES:
Buyer acknowledges that the "Terms" from the Contract are deemed to be made in Pennsylvania for transactions in the U.S.A. and in Ontario for transactions in Canada, and that Buyer, in relation to this project, is deemed to be transacting business in Pennsylvania (U.S.A. transactions) and Ontario (Canadian transactions). It is the expectation of the parties that any disputes arising hereunder, whether in contract, tort or otherwise, will be amicably resolved by mutual agreement of the parties.

Any dispute, involving the supply of goods or services within the U.S.A. or Canada, which cannot be amicably resolved by the parties, shall be submitted to binding arbitration in accordance with the applicable rules and regulations of the Canadian Arbitration Association for Canadian contracts or the American Arbitration Association for U.S.A. and all other contracts. The substantive law of Pennsylvania for U.S.A. contracts or Ontario for Canadian contracts shall apply to any such arbitration, which shall be conducted in Pittsburgh, Pennsylvania (U.S.A. contracts) or Ottawa, Ontario (Canadian contracts).

Nothing herein shall be construed as preventing Seller from enforcing any claim or right to a mechanic's lien or any claim or right against a bond regardless of where such a claim must be filed or enforced.

©2024 Newterra

CLEANINFUSION
Water and Wastewater Services

Phone: +1-267-698-1176 www.CleanInfusion.com

Clean Infusion Proposal: 5395 rev 1
Date: April 9, 2023

TO: Bidding Contractors

RE: Clinton, Mo
Check Valve Coarse Bubble Mixing System

Clean Infusion is pleased to offer the following Equipment Supply Proposal for the Coarse Bubble Mixing System for the sludge holding basin (3 drops) aeration diffuser system with stainless steel piping and Coarse Mixing Units at the Clinton wastewater treatment plant. All stainless steel is to be passivated after fabrication prior to shipment onsite.

Proposal Aeration Services for 1 (One) Sludge Holding Basin – 3 (Three) grids:

450'+/-	8" 304L SCH 10 Stainless Steel Drop Pipe. Drop pipe provided with flanged top connection and plain end bottom.
3	8" 304 Stainless Steel Coupling. Coupling joins plain ends of SS drop and manifold.
6	6" SS 304 SCH 10 Air Distribution Manifold Assembly. Assembly provided factory assembled and shipped in sub-assemblies. Assembly includes flanged connections at all field joints, flanged header connections, and stainless steel flange fasteners.
156	¾" Stainless Steel FPT Connections welded to Lateral Assembly Piping.
156	Coarse Bubble Mixing Diffusers, 'Duck Bill', 3" untis, EPDM, 3/4" 304SST threaded connection with orifice.
Lot	Pipe supports
Lot	Start-up, commissioning, and initial training combined with other supplied equipment as per specifications.

Proposal Notes:

- Proposal includes one trip, two days for inspection services.
- Estimated submittal is 6-8 weeks after acceptance of PO. Shipment is 12-16 weeks after submittal approval.
- Proposal and pricing are valid for 60 days from the bid date. If a PO is not received within that time frame, we reserve the right to evaluate pricing.
- Clean Infusion has acknowledged addendum 1, addendum 2, and addendum 3.

This proposal has not been published and is the sole property of Clean Infusion. It is lent to the borrower for his/her confidential use only. In consideration of this loan, the borrower promises to return it upon request and agrees that it shall not be reproduced, copied, shared, lent, or otherwise disposed of, directly or indirectly, nor used for any purpose other than that for which it is specifically furnished.

Aeration Equipment Price:

$ <from JCI> is the price for the design and supply of the following described in the scope above.

CLEANINFUSION
Water and Wastewater Services

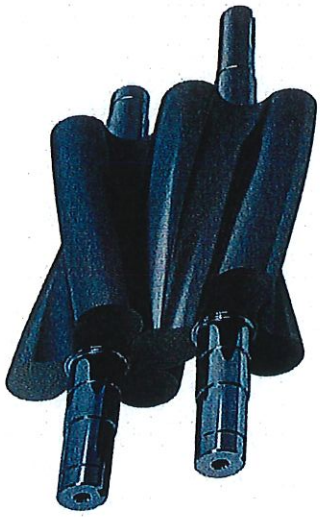
Michael Russell
Inside Sales
Office: 267-698-1176
Cell: 573-489-2710
MRussell@cleaninfusion.com

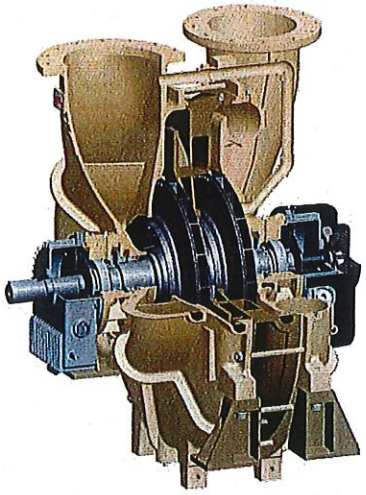
UNIVERSAL BLOWER PAC

BLOWER SYSTEM QUOTATION

Date:	31-May-2024
Customer:	JCI
Reference:	Clinton, MO WWTP
Quotation Number:	U40305-2
Submittal Lead Time:	3-5 weeks from receipt of purchase order
O&M Manual Lead Time:	3 weeks prior to shipment
Shipment Lead Time:	16-19 weeks from approval of submittal









440 Park 32 West Drive
Noblesville, Indiana 46062
P >> 317.773.7256
F >> 317.776.5086

UNIVERSALBLOWERPAC.COM
HYBRIDBLOWER.COM

UNIVERSAL BLOWER PAC

SCOPE OF SUPPLY

Section:	465138 WAS Blower
Specified Performance:	1248 SCFM @ 5 PSIG

Quantity: 3

Inlet Filter
Inlet Silencer
Inlet Flex Joint
Universal Blower Pac Lobe Blower
Discharge Flex Joint
50 HP TEFC PE 1800 rpm 460/60/3 Motor
V-Belt Drive
Base and Guard
Discharge Silencer
Discharge Flex Joint
Pressure Gauge
Vacuum Gauge
Temperature Gauge/Switch
Vacuum Switch
Pressure Relief Valve
Check Valve
Attenu-pac Enclosure with 120V Fan
Control Panel NEMA4X w/ VFD**SUPPORTS BY CONTRACTOR**
Spare Parts

Quantity: Lot

O&M Manuals
Factory Mechanical Acceptance Testing
Start-up Oil

440 Park 32 West Drive
Noblesville, Indiana 46062
P >> 317.773.7256
F >> 317.776.5086

Table 1 - Change Order #1 Cost Summary

Wastewater Treatment Plant Improvements

City of Clinton, MO

				Original Bid		Change Order No. 1 Items		Revised Contract Amount
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extension		Change in Price	Extension
1	Mobilization (maximum 4% of Bid)	LS	1	$ 164,000	$ 164,000	Included, No Changes	$ -	$ 164,000
2	Rotor and Rotor Motor Replacement at Oxidation Ditch	EA	8	$ 346,370	$ 2,770,960	Replace bid item with floating Trition aerators with four 30 hp mixers and 7.5 HP blowers per oxidation ditch and mounted to the walkways similar to the mounting of aerators at Mountain Home, AR Wastewater Treatment Plant. This includes deleting the VFDs and provides motor starters at Local Control Panels, change hardwire to fiber control wire to reduce buried conduit, change concrete encasement conduits and rigid elbows to direct bury sch 80 PVC, change switchgear to panelboards and modify SCADA & Instrumentation.	$ (418,900)	$ 2,352,060
3	Tilting Weir Replacement at Oxidation Ditch	EA	2	$ 45,700	$ 91,400	Included, No Changes	$ -	$ 91,400
4	Splitter Box No. 2 Modification and Slide Gate	LS	1	$ 74,000	$ 74,000	Delete	$ (74,000)	$ -
5	Blower and Pipe Replacement at Skimmings Chamber	LS	1	$ 60,000	$ 60,000	Delete	$ (60,000)	$ -
6	Slide Gate Replacement at Comminutor Structure	EA	2	$ 15,000	$ 30,000	Delete	$ (30,000)	$ -
7	Concrete Slab Repair at South Peak Flow Holding Basin at Overflow Structure	LS	1	$ 13,800	$ 13,800	Included, No Changes	$ -	$ 13,800
8	East Sludge Holding Basin Improvements, including Blowers	LS	1	$ 792,140	$ 792,140	Eliminate proposed wall, add diffusers and air piping across basin and add three (3) 50HP blowers rather than two (2) 40HP blowers	$185,000	$ 977,140
9	Temporary Pumping	LS	1	$ 27,500	$ 27,500	Delete	$ (27,500)	$ -
10	Allowance	LS	1	$ 100,000	$ 100,000	Included, No Changes		$ 100,000
	Subtotal				**$4,123,800.00**			**$3,698,400.00**

Optional Adder Items Per Letter From Contractor Dated 8-21-2024		Unit	Estimated Quantity	Bid Unit Price	Extension	Change Order No. 1 Items		Revised Contract Amount
1	Replace four (4) existing handrail sections at the Oxidation Ditch Bridges with new aluminum handrail	LS	1	$ 42,133	$ 42,133	Selected		$ 42,133
2	Pull a mandrel and swab conduits after installation	LS	1	$ 9,294	$ 9,294	Not Selected		$ -
3	Provide RGS 90 elbows when transitioning conduits above grade	LS	1	$ 21,500	$ 21,500	Not Selected		$ -
4	Provide 316 stainless steel in lieu of 304 stainless steel for the floating aerator support arms	LS	1	$ 3,820	$ 3,820	Selected		$ 3,820
5	Provide Ground Fault testing	LS	1	$ 4,250	$ 4,250	Selected		$ 4,250
6	Furnish one (1) buried electrical junction box	LS	1	$ 15,000	$ 15,000	Not Selected		$ -
	Subtotal Optional Adder Items				**$95,997.00**	**Selected Optional Adder Items**		**$50,203.00**
						Total Contract Price		**$3,748,603.00**