

MEMORANDUM

TO: Mayor and City Council

FROM: Ryan Sisson, Civil Engineer

SUBJECT: RECOMMENDATION TO AWARD CONTRACT FOR MANUFACTURE AND DELIVERY OF CLARIFIER EQUIPMENT

DATE: March 23, 2022

Background

The City of Cottage Grove's Wastewater Plant has two existing clarifiers that are designed to separate solids from wastewater. The oldest, Clarifier Number 1, was constructed 39 years ago, and has been inspected by West Yost Associates consultants that determined the existing clarifier is in need of overall rehabilitation and the mechanism is in need of replacement. Beginning on January 21, 2022, the City invited clarifier mechanism manufacturers to submit competitive bids for the replacement clarifier mechanism by 2:00, March 22, 2022. The process adhered to the City's procurement rules and ORS 279B - Public Contracting Requirements for the Purchase of Goods and Services.

The new equipment will include a steel column that supports two steel arms in the clarifier to scrape the wastewater solids to the collection point on the bottom of the 90 ft. diameter concrete clarifier basin. The Base Bid includes a stainless steel center column and Bid Alternate No. 1 is the proposed costs for a coated carbon steel column. Coated carbon steel is generally less expensive than stainless steel, and comparing the two numbers will help the City determine the cost effectiveness of deciding to choose between the two steel options. While the coated carbon steel may save the City money in the short term, the stainless steel center column will last longer in a wastewater environment as well as greatly minimize wastewater crew's maintenance over the long term.

The bid results are listed below:

Clarifier Mechanism Manufacturer	Base Bid	Bid Alt. No. 1
ClearStream Environmental	\$433,770	\$421,370
WesTech Engineering, Inc.	\$469,944	\$453,830
Walker Process	\$719,650	\$698,350

The bid submitted by ClearStream Environmental was reviewed for adherence to the Bidders Instructions; Staff determined that the apparent low-bidder, ClearStream Environmental, is fully qualified to submit a bid to manufacture and deliver the new mechanism to the Wastewater Plant.

With regard to the question of whether to choose stainless steel columns or coated carbon steel columns, Anthony Tartaglione, Engineer of Record for the clarifier project, confirmed that the City can expect to drain the new clarifier down every 10 years for the purpose of hiring a contractor to sand blast and recoat the carbon steel column. At a rough cost of around \$50,000

each time, for a total cost of \$150,000 (in 2022 dollars) over 40 years. The stainless steel would not need this maintenance and at a cost difference of just \$12,400 over the carbon steel, the stainless steel is the more cost effective choice. Further, ensuring that two redundant clarifiers are operating also maximizes overall reliability.

ClearStream Environmental included an escalation clause in their bid, noting that the volatility of steel prices could cause their own prices for steel to significantly increase. The other bidders also provided escalation clauses of 2% and 2.5% or more. Their prices would be increased by the actual cost of the steel at delivery to the fabricator. ClearStream's clause is invoked when the Bureau of Labor Statistics Producer Price Index (PPI) for steel changes by a minimum of 10% at the time of material purchasing for fabrication. It is unknown whether the PPI index will increase by 10% by the time that the manufacturer purchases their steel, but the risk of an increase is less with ClearStream compared to the other manufacturers.

The required notice of the City's intent to award the contract to ClearStream will be issued by Friday, March 25, 2022, and the applicable 7-day protest period expires by close-of-business, April 1, 2022. If the Council chooses to follow staff's recommendation and award to ClearStream Environmental, the award will be considered final upon completion of the protest period, or resolution of any timely filed protest; the contract may then be signed.


Finally, the vendor will be required to deliver the mechanism by Friday, December 30, 2022.

Recommendation

Staff recommends that the City Council award, by motion, the Clarifier Rehabilitation, Phase I mechanism contract to the qualified bidder, ClearStream Environmental, in the amount of \$433,770, and authorize the City Manager to execute the contract, and confirm all associated documents subject to the expiration of the protest period or resolution of any timely filed protests.

Cost

\$433,770


Richard Meyers, City Manager
Ryan Sisson, Civil Engineer

Attachments

- ClearStream Bid Package
- WesTech Engineering, Inc. Bid Package
- Walker Process Bid Package

ClearStream Environmental's Bid Package

ATTACHMENT A

BIDDER'S RESPONSE FORM

Base Bid: The bid amount for the delivery by December 30, 2022, one circular clarifier equipment package to be pre-purchased by the City for installation by others within an existing circular secondary clarifier tank at the City of Cottage, Oregon, Wastewater Treatment Plant (WWTP), as described in this Invitation to Bid and Technical Specifications, follows:

Base Bid: \$ 433,710

Bid Alternate No. 1 – Provide bid alternate amount for the purpose of comparing costs and options. Mechanism provided per all specifications, except Center Column material shall be Steel ASTM A36/A36M with a wall thickness not less than 1/4 inch. The center column provided with a shop/factory finishing in accordance with the following table.

Surface Prep.	Paint Material	Min. Coats, Cover
SP 5, White Metal Blast Cleaning	Prime in accordance with manufacturer's recommendations	
	Coal-Tar Epoxy -OR- High Build Epoxy	2 coats, 16 MDFT 2 coats, 16 MDFT

Bid Alternate No. 1: \$ 421,370

Bidder's Information

Submitted by: ClearStream Environmental

Address: 9090 South 300 West, Sandy, UT 84070

Date: March 18, 2022

Phone number: 801-676-1890

Fax: 801-676-1893

E-Mail: travis.z@clearstreameng.com

The undersigned, through the formal submittal of this bid response, declares that he/she has examined all related Invitation to Bid (ITB) documents and read the instruction and conditions, and hereby proposes to furnish a clarifier mechanism, including arms and column

for City of Cottage Grove as specified, at the option of the City, in accordance with the ITB documents herein, for the price set forth in the bid submittal attached hereto, and forming a part of this bid.

All bids are F.O.B., City of Cottage Grove, 400 E. Main Street, Cottage Grove, Oregon.

The bidder, by bidder's signature below, hereby represents as follows:

(a) That no Councilor, officer, agent or employee of City of Cottage Grove is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;

(b) The bidder and each person signing on behalf of any bidder certifies, in the case of a joint bid, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder prior to the bid deadline, either directly or indirectly, to any other bidder or competitor;

3. No attempt has been made nor will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restraining trade;

(c) The bidder agrees to accept as full payment for the services specified herein, the amount as shown in its bid.

(d) Bidder has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals are as follows:

Name Title Larry Debirk, President

Name Title Travis Zurcher, Applications Engineer

Name Title

Bidder is a resident bidder, as defined in ORS 279A.120. If not a resident bidder, bidder's resident state is Utah.

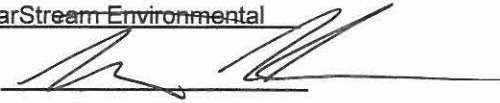
Bidder hereby agrees to comply with all applicable Oregon public contracting code provisions, as more specifically described in the attached contract and associated Exhibit B.

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this day of March 18, 2022.

Name of Firm ClearStream Environmental

Signature of Bidder



(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this day of _____, 2022.

Name of Corporation

By

Title

CONTRACT MANAGER:

Name Title:

Telephone number:



PROPOSAL NO. 21-173

PROPOSAL

PROJECT NAME:	Cottage Grove
ENGINEER:	West Yost Consulting
SPECIFICATION NO:	11338 Circular Secondary Clarifier Equipment
ADDENDA:	1, 2
PROPOSAL DATE:	March 18, 2022
BID DATE:	March 21, 2022
EQUIPMENT:	One (1) 85' Diameter Spiral Blade Primary Clarifier

ClearStream Environmental
9090 South 300 West
Sandy, UT 84070

Phone:	801-676-1890
Fax:	801-676-1893
Contact:	Travis Zurcher
Email:	travis.z@clearstreameng.com

ClearStream Representative:

Agency:	JB Water & Wastewater
Contact:	Jim Coskey
Phone:	541-609-1367
Email:	jimcoskey@jbwater.com

MECHANICAL DESCRIPTION

NOTE: Existing RAS pipe can be used as is to collect the settled sludge. Modification of the existing concrete to re-route the RAS pipe is not needed.

One (1) 85' diameter x 12' side water depth (with 21" free board) primary clarifier mechanism designed for installation in a concrete tank. The mechanism shall consist of the following equipment:

- One center column mounted precision bearing cage drive mechanism to drive the rake arms.
 - Rake drive is a low-speed, high-torque, totally enclosed gear drive with positive overload protection. The drive consists of a 3/4 HP, 3 phase, 480 Volt, 60 Hertz, motor, mechanical speed reducer, and precision main bearing designed for a continuous torque of 15,000 ft-lbs. The main bearing carries a ten-year warranty.
- One (1) Access Bridge and Center Platform. The access walkway shall be 3'-0" wide with aluminum grating and 3 rail aluminum handrail. Walkway will extend from one tank wall to the center column. The center platform shall provide 36" clearance around the drive unit. The platform will be covered with 1/4" aluminum checker plate.
- One structural 304 stainless steel Influent/Support Column, 30" diameter x minimum 1/4" wall thickness w/ interior RAS transition pipe Center column to the manifold.
- One structural 304 stainless steel drive cage.
- Two full radius 304 stainless steel rake arm trusses with spiral blades tapering from 9" on the outside to 40" deep near the center complete with stainless steel squeegees.
- Sludge manifold 9'-0" diameter x 3'-6" deep with neoprene seals, and plated with 1/4" steel shall be supported from the drive cage.
- One (1) 8'-6" Diameter x 5'-0" Deep Type II LA EDI. The Type II EDI combines the EDI and the feedwell into one unit. This is the EDI recommended by Clarifiers Inc.
- One (1) 304 stainless steel skimmer assembly to include scum deflector blade, and 4'-0" wide hinged skimmer w/ neoprene wipers.
- One (1) 4'-0" wide x 3/8" thick 304 stainless steel scum box with wall supports, Fernco coupling, and scum flushing valve.
- 316SS Anchor Bolts.
- 316SS Fasteners.
- One set stainless steel Weirs and Baffles. Weirs shall be 9" deep x 1/4" thick with V-notches. Baffles shall be 12" deep x 1/4" thick, with supports.
- Neoprene anti-rotation baffle
- Surface Preparation and Painting:
 - Non-Immersion Service:
 - SSPC-SP6 (commercial blast)
 - High Build Epoxy Primer coat.
 - Urethane Finish Coat
 - Immersion Service: None (304SS)

- Spare Parts:
 - One (1) set of gaskets for the drive unit
 - One (1) set of springs, wipers and seals for scum skimmers
 - One (1) year supply of lubricant

FIELD SERVICE:

Field service shall consist of two (2) trips for a total of up to four (4) days for mechanism checkout, torque test and operation instruction.

LIMITS AND EXCEPTIONS:

Proposal and pricing does not include:

- Installation of tanks, mechanisms, instrumentation, and control valves, etc.
- Electrical Interconnection Diagrams or Electrical Control Panel, unless called out in the proposal.
- Field coating of tanks and mechanisms.
- Anchor Bolt adhesive
- Field wiring of electrical or instrumentation,
- Civil work including excavation, foundations, sidewalks, roads, curb and gutters or gravel surrounding the mechanism, platforms or buildings.

PRICING

Pricing for the described equipment is as follows. The prices quoted do not include sales, excise, or other similar taxes. All associated taxes shall be paid by the Purchaser or, in lieu thereof, Purchaser shall provide ClearStream Environmental with a tax exemption certificate acceptable to the taxing authorities. If ClearStream Environmental is required to pay such taxes, a service fee of 10% of the tax amount will be charged to the Purchaser.

One (1) 85' Diameter Spiral Blade Primary Clarifier

\$ See Bid Form

Shipping is quoted as ex-works with full freight allowed to the job site. It is the responsibility of the contractor to check all components at receiving and issue all claims for damage or missing parts due to transport within 48 hours of receipt of equipment.

Additional Field Service for start-up and training is billed at \$1,800 per day plus customary expenses. Travel days are billed at the daily rate. Four-week advance notice is required for field service coordination and scheduling. Any costs associated with less notice will be added to the contract price.

Schedule:

Submittal Drawing Schedule:	6 weeks after receipt of PO
Owner Review	2 to 4 weeks
Standard Deliver	20 to 26 weeks after receipt of Approved Submittals

Payment Terms and Conditions:

15%	Upon Submittal
35%	Upon Material Order
45%	Upon shipment of mechanisms
5%	Upon Checkout or 120 days from shipment, whichever occurs first

Terms are net 30 from billing. Late payment penalty is applied at 1.5% per month plus a monthly \$50 billing fee.

Items that are not specifically stated in the above proposal are not included.

STANDARD TERMS AND CONDITIONS

PRICE CONDITIONS: The price quoted herein shall remain in effect for a period of thirty (30) days of proposal date.

CANCELLATION: Any contract resulting from this quotation may be cancelled by the Purchaser only upon payment of reasonable cancellation charges, which shall take into account the expenses already incurred and commitments made.

DELIVERY: Delivery of the equipment quoted hereunder shall be made F.O.B. factory with full freight allowed unless noted otherwise. Shipping dates are approximate and are based upon receipt of all necessary information. ClearStream shall not be liable for damages caused by delays due to strikes, riot, warfare, act of God, accidents or other contingences beyond reasonable control of ClearStream.

DAMAGES: ClearStream Environmental shall in no event be liable for anticipated profits or consequential damages on the part of the owner/purchaser.

BACKCHARGES:

No back charge will be accepted unless first discussed and approved by ClearStream before work commences. A back charge Approval Form with scope of work and costs must be signed by an authorized ClearStream representative before work shall begin

TERMS OF PAYMENT: ClearStream Environmental shall invoice as stated in the Payment section of this proposal. Payment is due, unless otherwise stated, net thirty (30) days.

TAXES: If the project is tax exempt, Purchaser is responsible to provide tax exempt documentation. If the project is not tax exempt, it is the responsibility of the Purchaser to pay all taxes associated with the equipment purchase. ClearStream Environmental does not process local or state taxes unless legally required to do so. If ClearStream must process taxes via the equipment contract, Purchaser is responsible to correctly calculate the amount. Taxes then will be billed as a separate line item on the final invoice with a 10% service fee.

WARRANTY: ClearStream Environmental shall warrant the equipment for one (1) year against defects in workmanship or material and reserve the right to repair or replace the defective parts. Equipment not manufactured by ClearStream Environmental shall carry the warranty of the manufacture thereof. ClearStream Environmental makes not warranties, expressed or implied, other than as herein expressed.

TITLE: Title to the equipment sold hereunder shall remain in the possession of ClearStream Environmental until the purchase price is paid in full. The purchaser shall do all acts necessary to protect and maintain the equipment until title is exchanged.



February 1, 2022

**1072 CLARIFIER REHABILITATION, PHASE 1
ADDENDUM NO. 1**

TO: ALL PLAN HOLDERS AND PERSPECTIVE BIDDERS

This Addendum No. 1 is issued in accordance with the contract documents for 1072 CLARIFIER REHABILITATION, PHASE 1. All provisions of the aforesaid Contract Documents shall remain in full force and effect except as otherwise specifically set forth in this Addendum No. 1 which is hereby made a part of the Contract Documents as fully and complete as if the same were fully set forth therein:

1. ITEM:

In SECTION 1 INVITATION TO BID, please change the following sentence, "The full ITB, including contract terms, conditions and technical specifications are available by download at QUESTCDN.com, project #8113503."

to read:

"The full ITB, including contract terms, conditions and technical specifications will be available **through March 22, 2pm**, by download at QUESTCDN.com, project #8113503."

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS ADDENDUM NO. 1 IN THE PROJECT BID AND SHALL SIGN THE ADDENDUM BELOW AND SUBMIT IT WITH THE BID PACKAGE. BIDS SUBMITTED WITHOUT ACKNOWLEDGEMENT OF OR WITHOUT THIS SIGNED ADDENDUM NO. 1 WILL BE CONSIDERED NONRESPONSIVE.

CONTRACTOR:

CITY OF COTTAGE GROVE:

Ryan Sisson, Civil Engineer



February 21, 2022

1072 CLARIFIER REHABILITATION, PHASE 1
ADDENDUM NO. 2

TO: ALL PLAN HOLDERS AND PERSPECTIVE BIDDERS

This Addendum No. 2 is issued in accordance with the contract documents for 1072 CLARIFIER REHABILITATION, PHASE 1. All provisions of the aforesaid Contract Documents shall remain in full force and effect except as otherwise specifically set forth in this Addendum No. 2 which is hereby made a part of the Contract Documents as fully and complete as if the same were fully set forth therein:

Item 1. In **SECTION 3 SCOPE OF WORK, 3.2 Warranty**, replace the first sentence of the first paragraph with the following sentence: "The successful bidder shall warrant the Equipment to be free from defects in material and workmanship for a minimum period of five years."

Item 2. In **Section 11338 1.05 B.1**, replace value of "8" for "Maximum mechanism tip speed, feet per minute" in the operating conditions table with a value of "12".

Item 3. In **Section 11338 2.05 C.1**, replace the following sentence: "The drive shall be designed and rated to develop the following torque values at an approximate output speed of 0.03 rpm (8 fpm arm tip speed):"

with the following:

"The drive shall be designed and rated to develop the following torque values at an approximate output speed of 0.045 rpm (12 fpm arm tip speed):"

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS ADDENDUM NO. 2 IN THE PROJECT BID AND SHALL SIGN THE ADDENDUM BELOW AND SUBMIT IT WITH THE BID PACKAGE. BIDS

SUBMITTED WITHOUT ACKNOWLEDGEMENT OF OR WITHOUT THIS
SIGNED ADDENDUM NO. 2 WILL BE CONSIDERED NONRESPONSIVE.

CONTRACTOR:

A handwritten signature in black ink, consisting of a stylized first name and a last name, written over a horizontal line.

CITY OF COTTAGE GROVE:

A handwritten signature in black ink, reading "Ryan Sisson", written over a horizontal line.
Ryan Sisson, Civil Engineer

Steel Adjustment Formula

Due to the volatile nature of carbon and stainless steel, CSE reserves the right to adjust our price based on The Bureau of Labor Statistics Producer Price Indexes (PPI) Industry code 10 121208 (Stainless and other Alloy Steel Scrap). As the index fluctuates, the price follows up or down. Since we are quoting in the current year for clarifiers that will be built sometime in the future, the following formula tied to the PPI will be used to calculate adjustments *at material purchasing*, at the time each clarifier will be fabricated. A minimum index change of 10% is required for this clause to be invoked.

The current PPI Index (Feb 2022) is 446.5

https://www.bls.gov/web/ppi/ppi_dr.pdf

The portion of the sell price affected by the steel index is 52%.

The applicable purchase price of each clarifier will be adjusted by the following formula:

$$(\text{PPI at material purchasing} - \text{PPI at time of Proposal}) / (\text{PPI at time of Proposal}) * 0.52$$

Example 1:

If the PPI at submittal approval is 379.1, then the variance is
$$(379.1 - 446.5) / 446.5 = -15.1\%$$

Applying the 52% material cost to the above percentage results in a discount of -7.9% against the purchase price in this quote.

Example 2:

If the PPI at submittal approval is 541.2 then the variance is
$$(541.2 - 446.5) / 446.5 = 21.2\%$$

Applying the 52% material cost to the above percentage results in a surcharge of 11% against the purchase price in this quote.

Example 3:

If the PPI at submittal approval is 473.7 then:
$$(473.7 - 446.5) / 446.5 = 6.1\%$$

Since 6.1% is less than 10%, there is no change in equipment pricing.

WesTech Engineering, Inc.'s Bid Package



City of Cottage Grove Rehabilitation Phase 1

Oregon

Engineer

West Yost Associates

Representative

Doug Allie
Goble Sampson Associates
Issaquah, Washington
(425) 392-0491
dallie@goblesampson.com

Contact

Adrian Williams
awilliams@westech-inc.com

Justin Chamberlain
jchamberlain@westech-inc.com

WESTECH®

Proposal Number: 2260027
Click or tap to enter a date.



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ATTACHMENT A
BIDDER'S RESPONSE FORM

Base Bid: The bid amount for the delivery by December 30, 2022, one circular clarifier equipment package to be pre-purchased by the City for installation by others within an existing circular secondary clarifier tank at the City of Cottage, Oregon, Wastewater Treatment Plant (WWTP), as described in this Invitation to Bid and Technical Specifications, follows:

Base Bid: \$ 469,944

Bid Alternate No. 1 – Provide bid alternate amount for the purpose of comparing costs and options. Mechanism provided per all specifications, except Center Column material shall be Steel ASTM A36/A36M with a wall thickness not less than 1/4 inch. The center column provided with a shop/factory finishing in accordance with the following table.

Surface Prep.	Paint Material	Min. Coats, Cover
SP 5, White Metal Blast Cleaning	Prime in accordance with manufacturer's recommendations	
	Coal-Tar Epoxy -OR- High Build Epoxy	2 coats, 16 MDFT 2 coats, 16 MDFT

Bid Alternate No. 1: \$ 453,830

Bidder's Information

Submitted by: WesTech Engineering, LLC

Address: 3665 S W Temple, South Salt Lake, UT 84115

Date: March 18, 2022

Phone number: (801) 265-1000

Fax: (801) 265-1080

E-Mail: munisales@westech-inc.com

The undersigned, through the formal submittal of this bid response, declares that he/she has examined all related Invitation to Bid (ITB) documents and read the instruction and conditions, and hereby proposes to furnish a clarifier mechanism, including arms and column

for City of Cottage Grove as specified, at the option of the City, in accordance with the ITB documents herein, for the price set forth in the bid submittal attached hereto, and forming a part of this bid.

All bids are F.O.B., City of Cottage Grove, 400 E. Main Street, Cottage Grove, Oregon.

The bidder, by bidder's signature below, hereby represents as follows:

(a) That no Councilor, officer, agent or employee of City of Cottage Grove is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;

(b) The bidder and each person signing on behalf of any bidder certifies, in the case of a joint bid, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder prior to the bid deadline, either directly or indirectly, to any other bidder or competitor;
3. No attempt has been made nor will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restraining trade;

(c) The bidder agrees to accept as full payment for the services specified herein, the amount as shown in its bid.

(d) Bidder has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals are as follows:

Name Title
Name Title
Name Title

Bidder is a resident bidder, as defined in ORS 279A.120. If not a resident bidder, bidder's resident state is Utah.

Bidder hereby agrees to comply with all applicable Oregon public contracting code provisions, as more specifically described in the attached contract and associated Exhibit B.

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this day of _____, 2022.

Name of Firm _____

Signature of Bidder _____

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this day of 03/18, 2022.

Name of Corporation WestTech Engineering, LLC

By Craig N. Martin



Title Vice President

CONTRACT MANAGER:

Name Title:

Telephone number: (801) 265-1000

Technical Proposal

Reference Engineer's Specification

Section: 11338 Circular Secondary Clarifier Equipment

Addenda: 1, 2

Item A – Clarifier Mechanism Model COPC1C

General Scope of Supply

Item	Unit	Value/Description
Number of Mechanisms	Each	1
Application	-	Activated Sludge Secondary
Tank Diameter	ft	85
Tank Side Wall Depth	ft	13.76
Tank Side Water Depth	ft	12
Tank Bottom Slope	-	1:12
Peak Flow Rate	MGD	10
Influent MLSS Concentration	mg/L	1,850 – 3,200
SVI	mL/g	200

Detailed Scope of Supply - Each Mechanism Includes the Following

Item	Qty	Size/Description	Material
Walkway Bridge	1	36" wd. Beam Bridge	Steel
Walkway Handrail	-	3 Rail Component Handrail, Set Screw	Aluminum
Walkway Flooring	-	2" Grating	Aluminum
Drive Platform	1	24" Minimum Drive Clearance	Steel
Platform Handrail	-	3 Rail Component Handrail, Set Screw	Aluminum
Platform Flooring	-	0.25" Checker Plate	Aluminum
Center Column	1	42" dia. x 0.25" thick	304 SS
Center Cage	1	4' Square	304 SS
LA EDI	1	12' dia. x 4' dp. X 0.25" pl.	304 SS
Feedwell	1	17.5' dia. x 5.5' dp. x 0.1875" pl.	304 SS
Full Radius Rake Arms	2	Box Truss w/ Spiral Scrapers	304 SS
Sludge Withdrawal Ring	1	20% Tank Diameter w/ Evenly Spaced Ports	304 SS
Skimmer Blade & Supports	2	Extends from feedwell to hinged skimmer	304 SS
Hinged Skimmer Assembly	2	With neoprene wipers	304 SS/Alum
Scum Box & Supports	1	6' Scum Box	304 SS
Scum Flushing Valve	1	Skimmer Actuated	Polymer/SS
Anti-Rotation Baffle	1	With Neoprene Skirt	304 SS/Neopr.
Effluent Weir	1	9" dp. x 0.25" thick	304 SS
Scum Baffle & Supports	1	12" dp. x 0.25" thick	304 SS
Electrical Control Panel	1	NEMA 4X see description below	304 SS
Drive Unit	1	See Drive Unit Table for description	
Anchor Bolts & Fasteners	-	-	316 SS

Electrical Control Panel

The Clarifier controls will be housed in a single NEMA 4X, wall-mount, 304 stainless steel enclosure with painted steel back panel and mounting feet. The control panel will be provided with door mounted hand/off/auto switch, run light, motor overload light, torque cutout light, alarm silence and reset pushbuttons. A thermal magnetic combination motor starter with externally reset thermal overloads control relays, timer, terminal blocks, fuses and fuse blocks, circuit breaker and other supporting hardware are provided. A control power transformer will provide 120VAC for internal controls. The transformer will have both primary legs fused, and one secondary leg on a circuit breaker.

A top mounted, amber strobing alarm light and horn shall provide indication of a high torque condition. A door mounted reset pushbutton clears all interlocks after the high torque conditions have been removed.

The control panel is wired to accept a single 480VAC, 3 phase, 60 Hertz power feed from the customer. A 3 pole molded case circuit breaker with pad-lockable disconnect handle is provided for short circuit protection. All wiring for field connections will be brought to a terminal strip. All interconnecting wiring is to be by others.

Drive Unit		
Description	Unit	Value/Description
Drive Type	C42	Cage Drive w/ Precision Bearing
Housing Material	-	Fabricated Steel
Continuous Rated Torque	ft·lbs	15,000
Momentary Peak Torque	ft·lbs	30,000
Rake Tip Speed	ft/min	12
Motor Size	HP	1
Motor Voltage/Frequency/Phase	V / Hz / Phase	460 / 60 / 3
Torque Control Settings	Alarm: ft·lbs	90%: 13,500
	Motor Cutout: ft·lbs	120%: 18,000
	Backup Cutout: ft·lbs	140%: 21,000
Main Gear and Pinion Lubrication	-	Oil
Main Bearing	-	Oil

Surface Preparation and Coating		
Application Surfaces	Surface Preparation	Finish
Non-Submerged	SSPC-SP6	One (1) Coat Tnemec N140-1255, 4-6 mils DFT, and One (1) Coat Tnemec 1074U-B5712, 3-5 mils DFT
Stainless Steel	Cleaning Grade "C"	See Below for Details
Drive Unit	SSPC-SP6	One (1) coat Tnemec N140F-1255 Epoxy, 4-6 mils DFT, and one (1) coat Tnemec 1074U-B5712 Polyurethane, 3-5 mils DFT

Stainless Steel Finish

CLEANING GRADE "C"

1. PRE-CLEAN ALL SURFACES IN ACCORDANCE WITH THE WESTECH WORKMANSHIP STANDARD (QR-00-063) SECTIONS 12 & 13, TO ENSURE THAT ALL SHARP EDGES, BURRS, WELD SPATTER, WELD SLAG ARE REMOVED.
2. A MINIMUM AMOUNT OF FREE IRON MAY REMAIN ON SURFACES. THESE LOCATIONS SHALL BE LIMITED TO SMALL PIN-POINT AREAS 1/16" (1mm) IN DIAMETER OR LESS, SCATTERED IN A RANDOM PATTERN, AND SHALL BE LESS THAN 1% OF THE TOTAL SURFACE AREA.
3. ALL SURFACES SHALL BE FREE FROM:
 - a. HEAT TINT (REGARDLESS OF HEAT SOURCE; WELDING, THERMAL CUTTING, OR GRINDING).
 - b. OXIDES AND TARNISH (FROM THERMAL CUTTING, AND TIGHTLY ADHERENT BROWN OR BLACK TARNISH FORMED ALONG THE TOE OF A WELD)
4. THIS REQUIRED CLEANING APPLIES TO INTERNAL AND EXTERNAL SURFACES SUBJECT TO CORROSIVE MEDIA ATTACK; SUCH AS INTERNAL SURFACES OF PIPING



CLEANING GRADE "C"

Additional Services and Equipment

WesTech has included on-site technical assistance for inspection, observation of torque testing, startup, and instruction of plant personnel. Additional on-site services may be purchased at standard WesTech daily rates plus travel and living expenses.

On-Site Technical Service

Item	Quantity
Total Number of Trips	2
Total Number of Days	4

Items Not Included in WesTech's Base Scope of Supply (unless specifically noted)

- Concrete/Grout
- Concrete and Anchor Reinforcement
- Conduits and Wiring
- Erection or Assembly
- Lubricants
- Piping, Valves, or Fittings
- Unloading or Storage

Optional Items

Equipment Options

No.	Item	Description	Material
A-1	Deduct for Carbon Steel Center Column	Center Column to be Carbon Steel and Finish Painted with the following coating system: One (1) Prime Coat Tnemec N140, 4-6 mils DFT, and Two (2) Finish Coats Tnemec N140, 3-5 mils DFT	Steel

Clarifications and Exceptions

General Clarifications

Terms & Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Paint: If your equipment has paint included in the price, please take note to the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

Escalation Clause: If between the material pricing date of March 1, 2022 and actual delivery of the materials to our shop, through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index.

USA Tariffs and Current Trade Laws: All prices are based on current USA and North America tariffs and trade laws/agreements at time of bid. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

Exceptions

Please note that pricing is subject to the Escalation Clause included in the previous section.

Commercial Proposal

Proposal Name: City of Cottage Grove Rehabilitation Phase 1

Proposal Number: 2260027

Friday, March 18, 2022

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Adrian Williams
Phone	(801) 265-1000
Email	awilliams@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Firm Pricing

Currency: USD

Scope of Supply

A (1) 85' Diameter Clarifier Mechanism Model COPC1C (Base Bid)

A-1 Deduct for Carbon Steel Center Column (Bid Alternate No. 1)

Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)

Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)

\$1,200

Pricing does not include field service unless noted in scope of supply, but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy can be provided upon request for more details.

3. Payment Terms

Purchase Order Acceptance and Contract Execution	10%
--	-----

Submittals Provided by WesTech	15%
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Release for Fabrication	35%
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Notification of Ready to Ship	40%
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All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution	8 to 10 weeks
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Ready to Ship, after Receipt of Final Submittal Approval	20 to 22 weeks
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Estimated Weeks to Ready to Ship	28 to 32 weeks*
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*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval.

5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)
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From	Final Destination	Number of Trucks or Containers
------	-------------------	--------------------------------

WesTech Shops	Cottage Grove, OR	TBD
---------------	-------------------	-----

Five Year Warranty

WesTech is meeting a global need for clean water through technology treatment solutions. We are proud that the equipment and systems we design, build, maintain, and operate are making the world a better place and creating a more sustainable environment for future generations.

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants all new equipment manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is five (5) years from when WesTech sent its ready-to-ship notification to the purchaser. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear or consumables. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

- a) has been dismantled, modified, repaired or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
- b) has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- c) has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- d) has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third-party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PARTIES TO CONTRACT: WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.

4. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering, LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.

5. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering, LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. PAYMENT TERMS: Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.

7. ESCALATION: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-

party index, and in both cases without any additional profit or margin being added.

8. APPROVAL: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.

9. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering, LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering, LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

13. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering, LLC's benefit, adequate insurance including, but not limited

to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. SHIPMENTS: Any shipment of delivery dates recited represent WesTech Engineering, LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering, LLC for failure to ship or deliver on such dates.

WesTech Engineering, LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering, LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering, LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering, LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering, LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering, LLC's reasonable control and occurring at a location other than WesTech Engineering, LLC or its supplier's shipping points, WesTech Engineering, LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering, LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WesTech Engineering LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

16. PATENTS: WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance

at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering, LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

20. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

21. BACKCHARGES: WesTech Engineering LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering LLC purchase order, or work requisition signed by WesTech Engineering LLC.

22. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering, LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

23. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

24. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering, LLC equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

25. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

26. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering LLC against which a claim is sought.

27. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or

contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Walker Process's Bid Package

ATTACHMENT A

BIDDER'S RESPONSE FORM

Base Bid: The bid amount for the delivery by December 30, 2022, one circular clarifier equipment package to be pre-purchased by the City for installation by others within an existing circular secondary clarifier tank at the City of Cottage, Oregon, Wastewater Treatment Plant (WWTP), as described in this Invitation to Bid and Technical Specifications, follows:

Base Bid: \$ 719,650 seven hundred nineteen thousand six hundred fifty dollars excluding taxes

Bid Alternate No. 1 – Provide bid alternate amount for the purpose of comparing costs and options. Mechanism provided per all specifications, except Center Column material shall be Steel ASTM A36/A36M with a wall thickness not less than 1/4 inch. The center column provided with a shop/factory finishing in accordance with the following table.

Surface Prep.	Paint Material	Min. Coats, Cover
SP 5, White Metal Blast Cleaning	Prime in accordance with manufacturer's recommendations	
	Coal-Tar Epoxy -OR- High Build Epoxy	2 coats, 16 MDFT 2 coats, 16 MDFT

Bid Alternate No. 1: \$ 698,350 six hundred ninety eight thousand three hundred fifty dollars excluding taxes

Bidder's Information

Submitted by: Walker Process Equipment, Div. of McNish Corporation

Address: 840 N. Russell Ave., Aurora IL 60506

Date: March 18, 2022

Phone number: 630-892-7921

Fax: 630-892-7951

E-Mail: charston@walker-process.com

The undersigned, through the formal submittal of this bid response, declares that he/she has examined all related Invitation to Bid (ITB) documents and read the instruction and conditions, and hereby proposes to furnish a clarifier mechanism, including arms and column

for **City of Cottage Grove** as specified, at the option of the City, in accordance with the ITB documents herein, for the price set forth in the bid submittal attached hereto, and forming a part of this bid.

All bids are F.O.B., City of Cottage Grove, 400 E. Main Street, Cottage Grove, Oregon.

The bidder, by bidder's signature below, hereby represents as follows:

(a) That no Councilor, officer, agent or employee of City of Cottage Grove is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;

(b) The bidder and each person signing on behalf of any bidder certifies, in the case of a joint bid, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder prior to the bid deadline, either directly or indirectly, to any other bidder or competitor;

3. No attempt has been made nor will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restraining trade;

(c) The bidder agrees to accept as full payment for the services specified herein, the amount as shown in its bid.

(d) Bidder has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals are as follows:

Name Title **Michelle McNish, President**
Name Title
Name Title

Bidder is a resident bidder, as defined in ORS 279A.120. If not a resident bidder, bidder's resident state is Ohio _____.

Bidder hereby agrees to comply with all applicable Oregon public contracting code provisions, as more specifically described in the attached contract and associated Exhibit B.

~~(If Sole Proprietor or Partnership)~~

~~In witness hereto, the undersigned has set his (its) hand this day of _____, 2022.~~

~~Name of Firm _____~~

~~Signature of Bidder _____~~

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this day of March 18, 2022.

Name of Corporation Walker Process Equipment, Div. of McNish Corporation

By Chris Harston 

Title Regional Sales Manager

CONTRACT MANAGER:

Name Title: Teresa Biron

Telephone number: 630-892-7921



February 1, 2022

**1072 CLARIFIER REHABILITATION, PHASE 1
ADDENDUM NO. 1**

TO: ALL PLAN HOLDERS AND PERSPECTIVE BIDDERS

This Addendum No. 1 is issued in accordance with the contract documents for 1072 CLARIFIER REHABILITATION, PHASE 1. All provisions of the aforesaid Contract Documents shall remain in full force and effect except as otherwise specifically set forth in this Addendum No. 1 which is hereby made a part of the Contract Documents as fully and complete as if the same were fully set forth therein:

1. ITEM:

In SECTION 1 INVITATION TO BID, please change the following sentence, "The full ITB, including contract terms, conditions and technical specifications are available by download at QUESTCDN.com, project #8113503."

to read:

"The full ITB, including contract terms, conditions and technical specifications will be available **through March 22, 2pm**, by download at QUESTCDN.com, project #8113503."

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS ADDENDUM NO. 1 IN THE PROJECT BID AND SHALL SIGN THE ADDENDUM BELOW AND SUBMIT IT WITH THE BID PACKAGE. BIDS SUBMITTED WITHOUT ACKNOWLEDGEMENT OF OR WITHOUT THIS SIGNED ADDENDUM NO. 1 WILL BE CONSIDERED NONRESPONSIVE.

CONTRACTOR:

Chris Harston

Chris Harston

Walker Process Equipment

CITY OF COTTAGE GROVE:

Ryan Sisson

Ryan Sisson, Civil Engineer



February 21, 2022

**1072 CLARIFIER REHABILITATION, PHASE 1
ADDENDUM NO. 2**

TO: ALL PLAN HOLDERS AND PERSPECTIVE BIDDERS

This Addendum No. 2 is issued in accordance with the contract documents for 1072 CLARIFIER REHABILITATION, PHASE 1. All provisions of the aforesaid Contract Documents shall remain in full force and effect except as otherwise specifically set forth in this Addendum No. 2 which is hereby made a part of the Contract Documents as fully and complete as if the same were fully set forth therein:

Item 1. In **SECTION 3 SCOPE OF WORK, 3.2 Warranty**, replace the first sentence of the first paragraph with the following sentence: "The successful bidder shall warrant the Equipment to be free from defects in material and workmanship for a minimum period of five years."

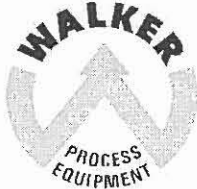
Item 2. In **Section 11338 1.05 B.1**, replace value of "8" for "Maximum mechanism tip speed, feet per minute" in the operating conditions table with a value of "12".

Item 3. In **Section 11338 2.05 C.1**, replace the following sentence: "The drive shall be designed and rated to develop the following torque values at an approximate output speed of 0.03 rpm (8 fpm arm tip speed):"

with the following:

"The drive shall be designed and rated to develop the following torque values at an approximate output speed of 0.045 rpm (12 fpm arm tip speed):"

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS ADDENDUM NO. 2 IN THE PROJECT BID AND SHALL SIGN THE ADDENDUM BELOW AND SUBMIT IT WITH THE BID PACKAGE. BIDS



Division of McNish Corporation

Dedicated to the
Water and
Wastewater Industry

Walker Process Equipment

Division of McNish Corporation

840 North Russell Avenue

Aurora, Illinois 60506-2853

E-Mail: walker.process@walker-process.com

Website: www.walker-process.com

Phone: 630-892-7921

Fax: 630-892-7951

March 18, 2022

TO THE CITY OF COTTAGE GROVE, OR:

SUBJECT: **Cottage Grove, OR**
ENGINEERS: **West Yost**
BID DATE: **March 22, 2022**
PROPOSAL NO.: **22-0021S**

Gentlemen:

We are pleased to submit this proposal as our offer to sell and furnish the following equipment:

SECTION 11338 – CIRCULAR SECONDARY CLARIFIER EQUIPMENT (CIRCULAR FLOW TYPE)

This proposal is divided into the following sections that together form our complete proposal:

Pricing Summary	Pg. 2 - 4
Scope of Supply and Clarifications	Pg. 5 - 7
General Items	Pg. 8 - 9
Terms and Conditions of Sale	Pg. 10 - 12
Mechanical Warranty	Pg. 13
Comments on Purchase Contract terms and conditions	Pg. 14
Certificate of Insurance	Pg. 15

If we can furnish any clarifications or additional information regarding the scope and terms of this proposal, please contact me or our sales Representative, Chris McCalib of Treatment Equipment Company, 425-641-4306. We look forward to working with you on this project.

Sincerely,
WALKER PROCESS EQUIPMENT
Division of McNish Corporation

Chris Harston, P.E.
Regional Sales Manager

existing tank(s) we have at the time of making the offer. The schedule is contingent on the purchaser providing Walker Process Equipment with all required verified tank dimensions for each tank involved and prior to the start of submittal drawings and the schedule for submittal.

In the event that verified dimensions are not provided or the provided dimensions are incomplete and/or in error, which results in delay of the construction schedule and/or modifications to either the equipment or the adjacent structures, the Purchaser will be solely responsible for all labor, materials and associated costs to correct the resulting situation.

If multiple mechanisms are specified for tanks that are described with identical general dimensions (diameter, length, width, depth, floor slope etc.), our price and schedule is based on each of the tanks being identical to each other. The price and schedule given does not include the additional costs and possible extension to the schedule if upon verification of the actual tank dimensions unique sets of equipment dimensions are required due to variances in the dimensions among the existing tanks that are of only similar size.

Walker Process Equipment is not responsible for the locations, conditions or dimensions of existing concrete, anchors or any equipment not furnished by Walker Process Equipment. Any repair, alterations or cleaning of existing structure, or any manpower and equipment necessary for alterations to the structure and/or installation of our equipment is not included in our price, or in our scope of supply.

PAYMENT AND PRICE TERMS:

- 10% net 30 days upon receipt of approved submittal.
- 85% net 30 days upon shipment of materials, or upon offer to ship.
- 5% net 30 days upon start-up of the equipment or within 90 days of final shipment whichever occurs first.

When multiple structures or partial shipments are involved, each structure or its equivalent tonnage will be considered a unit for payment.

Invoices not paid within 30 days from date of invoice will bear interest at the rate of two percent (2%) per month.

These terms are completely independent from, and in no way contingent upon, when you receive payment from the Owner and/or prime contractor. Walker Process prices do not include sales, use, excise, or other similar taxes, and all such taxes shall be paid by the Purchaser. Our offering does not include bonds of any kind, which the purchaser may require.

ESTIMATED SCHEDULES:

The prices given in this proposal are based on our best estimate of costs and current deliveries by suppliers and our projected factory workload. WPE project

SCOPE OF SUPPLY

BID ITEM:

SECTION: 11338 – PAGES 1 THROUGH 26 ENGINEERS' SPECIFICATIONS

RSP(S)-S COLLECTORS

One (1) Pier-Supported Collector, Type RSP(S)-S for 85' diameter x 12' S.W.D. tank with a floor slope of 1:12.

WALKER PROCESS EQUIPMENT WILL SUPPLY:

- **Drive Assembly** – Motor, primary helical speed reducer, chain drive with shear pin coupling, chain guard, worm gear, spur gear, electro-mechanical torque limiting device.
- **Catwalk** – Truss type constructed with structural shapes spanning from tank wall to tank center, for access to the drive assembly. The catwalk includes aluminum grating walkway deck. Truss members serve as handrails. The catwalk includes an expanded center platform around the drive area with aluminum handrails and aluminum floor plate walkway deck.
- **Influent well** – 24 ft. diameter x 5 ft. side depth with scum outlet ports, and structural supports to drive cage.
- **Energy Dissipating Inlet** – LA-EDI type consisting of an inner distribution well 17 ft. diameter x 3 ft. side depth with bottom outlets and structural supports to drive cage.
- **Drive cage**
- **Center pier** – 30" diameter
- **Rake arms** – two (2) full radius, truss type constructed with structural shapes with spiral flights and adjustable squeegees.
- **Rotating sludge manifold** – 9 ft. diameter to convey sludge to new sludge outlet cast into tank floor outside of influent pipe.
- **Skimmer assembly** – Two (2) 4'-0" aluminum and neoprene skimming blades, aluminum support tubes, pivot brackets, support booms, deflector skimming blades extending from the scum box to the influent well, and one (1) 4'-0" wide type 304 stainless steel scum collection box with approach ramp and flusher device.
- **Control panel** – including motor starter (excludes VFD)
- **Weir Plates and Scum Baffles**
 - **Weir plates** 9" x 1/4"
 - **Scum baffles** 12" x 1/4"
- **Spare parts** – as specified
- **Fasteners** – 316 stainless steel
- **Anchorage** – 316 stainless steel

MATERIALS OF CONSTRUCTION

Non-Submerged (Catwalk) – carbon steel

Submerged Components of the mechanism – type 304 stainless steel

Bid alternate – center pier carbon steel

Squeegees – type 304 stainless steel

Fasteners – type 316 stainless steel

Anchorage – type 316 stainless steel

5. Density Current Baffle System
6. Weir and trough brush cleaning system
7. Influent pipe and supports
8. Sludge or scum piping, fittings, and valves
9. Variable frequency drives
10. Electrical conduit, wiring, and supports
11. Light Fixtures and duplex receptacles
12. Concrete work or erection
13. Unloading, hauling, or storage
14. Any items that are not specifically listed above as being included

ANCHORAGE: Note that existing concrete tanks may require concrete modifications in the areas where new anchors will be placed in order to meet current design codes. Sometimes the required modification may be extensive. Foundation loads from the equipment provided will be submitted, but WPE is not responsible for cost, design, or the work for the concrete modification.

WPE is not responsible for determining the condition, adequacy, capacity, or suitability of existing anchors or concrete if the existing anchors are to be reused.

STAINLESS STEEL: Stainless steel products that have been subjected to the pickle, passivate and electro-polish process are more resistant to rust and corrosion than untreated products, however this does not guarantee that the products will not rust, corrode or discolor. Due to the many circumstances outside of the control of Walker Process Equipment Division of McNish Corporation and our fabricators all present and prospective purchasers of stainless steel product are cautioned about possible conditions that affect their application if cosmetic appearance is required. McNish Corporation and Walker Process Equipment Division of McNish Corporation make no warranty, expressed or implied, as to the rust, corrosion or discoloration resistance of stainless steel products supplied by Walker Process Equipment Division of McNish Corporation.

ADHESIVE (EPOXY) ANCHORS: WPE specifically excludes all responsibility for field installation of adhesive anchors, all field installer certifications of adhesive anchors, and all equipment and appurtenances required to field install the adhesive anchors.

RECEIVING MATERIAL: Upon receipt of each shipment, the Contractor/Purchaser should check the goods received against the tally on the PACKING LIST provided by WPE. If any items are missing, an appropriate notation should be made on the shipping papers and WPE should be notified immediately. Shipments for which no shortages are reported to WPE within fourteen (14) days of delivery to the jobsite will be considered complete as listed on the PACKING LIST.

STORAGE/PROTECTION: All motors, drives, shipping cartons containing sensitive equipment, and any other items that would reasonably deem special care be exercised in storage must be stored inside or adequately protected from moisture, and exposure. WPE will not be responsible for damage or deterioration due to improper handling, exposure or inadequate protection.

FIELD INSTALLATION: The equipment described and offered in this proposal is to be field installed by OTHERS. WPE will provide General Installation instructions, as a guide only, to assist installer who is presumed to be experienced, competent and equipped to handle and install the equipment as offered herein. It is the Contractor's responsibility to furnish any erection aids he deems necessary.

GENERAL ITEMS NOT INCLUDED: Unless specifically indicated to the contrary in the scope, the following items are excluded from our offering:

INSPECTION FOR DAMAGE UPON ARRIVAL, UNLOADING, HAULING OR STORAGE, SHIMS/SHIM SETS, ALL ELECTRIC CONTROLS, CONDUIT, WIRING AND ALARMS, GREASE FITTINGS, GREASE LINES, LUBRICATING OIL OR GREASE, INFLUENT PIPE, SLUDGE OR SCUM PIPING AND FITTINGS AND VALVES, FIELD PAINTING OR WELDING, CONCRETE WORK, INSTALLATION OF EQUIPMENT, ANCHORAGE TEMPLATES, LABOR AND MATERIALS TO REPAIR DEFECTS CAUSED FROM SHIPPING AND HANDLING AND INSTALLATION, HANDRAILS AND WALKWAYS NOT LOCATED ON THE EQUIPMENT, TOOLS, SPARE PARTS, VIDEO TAPES/TAPING OF INSTRUCTIONS/TRAINING SESSIONS.

If this proposal includes an offer for WPE to provide field inspection services of existing equipment, the price shown does not include any material or labor necessary to provide safe access to all areas that require visual inspection, such as scaffolding, ladders, lifts, lighting, safety harnesses, testing for air quality in confined areas, breathing apparatus, safety observers, safety permits or any other materials or labor required for the inspections. The contractor is solely responsible to coordinate the draining and cleaning of all tanks and structures to be inspected and to provide all material and labor required to assist WPE with the inspection.

When field service is requested to inspect existing structures, the following conditions shall apply:

- *The field inspection services will be performed to generally accepted industry professional standards and WPE will use ordinary skill in providing field inspection services.*
- *The Customer shall provide well-ventilated access to all areas requiring inspection and will provide all required scaffolding, ladders, safety equipment, tools, surveying equipment, labor assistance etc., required to perform the field inspection services.*
- *The Customer shall completely drain and clean all tanks, structures and access areas prior to WPE providing field inspection services.*
- *The Customer shall understand that WPE personnel are not corrosion experts, concrete experts, coatings experts, or failure analysis experts; All field inspections are strictly limited to "visual" observations and do not encompass measuring structural members or structural analysis.*
- *The Customer shall satisfy itself as to the adequacy and accuracy of the information provided by WPE personnel and shall take complete responsibility as to the use of the information provided by the WPE personnel and the information contained within the WPE field inspection report, which will be provided by WPE to the Customer.*
- *WPE makes no warranty of any kind, expressed or implied with respect to the field inspection services.*

11. **Price Adjustment.**

Steel Components

A contract price revision will take effect if, at the time WPE can purchase steel required for this project, the increase in the cost of steel (carbon steel or stainless steel) is greater than 2% above the cost at the bid date. The contract price will be adjusted by the amount that the current cost of steel exceeds 102% of the cost of steel on the bid date.

Other Large Value Items

A contract price revision will take effect if, at the time WPE can purchase Large Value Items for this project, the increase in the cost of those items such as aluminum (handrailing and grating), plastic, fiberglass, control panels, mixers, burners etc. is greater than 2% from the cost quoted to us within 3 weeks prior to the bid date. The contract price will be adjusted by the amount that the cost of the large value items exceeds 102% of the cost of these items on the bid date.

12. **Indemnification.** Seller agrees to indemnify Buyer, hold Buyer harmless, and upon request, to defend Buyer from and against all damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, incurred by Buyer and arising from any claims, demands and suits, for personal injury, death, or property damage caused by the acts or omissions of Seller, in whole or in part, in connection with Seller's furnishing of the goods and services by this Contract. Seller's maximum liability to Buyer hereunder shall not exceed the limits of Seller's insurance policies as evidenced by the Certificate of Insurance delivered by Seller to Buyer in connection with this Contract.

13. **Limitation of Liability.** Notwithstanding anything contained in this Contract to the contrary, Seller shall have no liability to Buyer for any consequential, incidental, indirect, liquidated, special, exemplary, and punitive damages arising from or alleged to arise from Seller's breach of this Contract, as Seller's sole liability to Buyer for breach of this Contract shall be for direct damages actually suffered or incurred by Buyer. Seller's liability to Buyer for warranty claims shall be solely as stated in Seller's Mechanical Warranty attached hereto and made a part hereof. Seller's maximum liability to Buyer for direct damages under this Contract shall be limited to, and shall not exceed, the purchase price of the goods and services furnished by Seller to Buyer under this Contract.

14. **Force Majeure.** Seller shall not be liable for any costs or damages of any kind under this Contract related to or arising from delays or nonperformance of Seller's obligations caused by any event occurring beyond Seller's control, including, without limitation, acts of God, disasters caused by weather or any other event, strikes, disease, epidemics, pandemics, riots, war, shortages in materials or supplies required or the manufacture or shipment of the products, or governmental orders.

15. **Field Service.** Field service quoted is not supervisory but advisory only and is offered subject to the express agreement that our servicemen's function and responsibilities are limited to inspection, interpretation of assembly drawings and IOM manuals, and identification of materials for proper assembly and operation. In order to ensure the availability of a servicemen, Buyer must provide Seller with a four (4) week advance notice to schedule service requests. If less than four (4) weeks-notice is given by Buyer, Seller cannot guarantee availability when requested, and also may result in premium charges to Buyer's account. Once a service date is scheduled, any travel cost increased due to a change in the service date requested by Buyer will be billed to the Buyer. If, in the event Seller's field service technician arrives when requested, and the jobsite is not ready for service, Seller shall deduct the days/trips from the allotted time included in our scope of supply, or invoice Buyer at the per diem rate plus actual travel expenses.

Any additional field service requested by Buyer shall be provided by Seller at a rate of \$1,200 per diem plus actual travel, housing and meal expenses. Consultation or advisory services of a process engineer or staff engineer within the continental limits of the United States will be charged at the rate of \$1,450 per diem plus actual travel, housing, and meal expenses. There will be no credit for using less days or trips than the amount identified within this proposal. The per diem rates quoted are for normal site work schedule, eight (8) hours per day, five (5) days per week; all overtime and Saturday work to be invoiced

MECHANICAL WARRANTY

Walker Process Equipment, division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within five (5) years from date of initial operation of the Goods or sixty-three (63) months from date of shipment, whichever time period first occurs (the "Warranty Period").

If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Bill Allen PHONE (A/C No. Ext.): (847) 463-7337 FAX (A/C No.): (847) 440-9130 E-MAIL ADDRESS: ballen@assuranceagency.com INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: National Trust Insurance Company</td> <td style="width: 20%;">NAIC # 20141</td> </tr> <tr> <td>INSURER B: Capital Specialty Insurance Co</td> <td>10328</td> </tr> <tr> <td>INSURER C: Hanover Insurance Co.</td> <td>22292</td> </tr> <tr> <td>INSURER D: FCCI INS CO</td> <td>10178</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: National Trust Insurance Company	NAIC # 20141	INSURER B: Capital Specialty Insurance Co	10328	INSURER C: Hanover Insurance Co.	22292	INSURER D: FCCI INS CO	10178	INSURER E:		INSURER F:	
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INSURER E:													
INSURER F:													
INSURED Walker Process Equipment, a Division of McNish Corporation 840 North Russell Avenue Aurora IL 60506	MCNICHOR-01												

COVERAGES **CERTIFICATE NUMBER: 563039339** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: </div>			CPP100048662	6/30/2021	6/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div>			CA10004866401	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <div style="margin-left: 20px;"> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50 </div>			UMB10004866501	6/30/2021	6/30/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCR10007120301	6/30/2021	6/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B A C	Pollution Liability Professional Liability Crime			EV2018209304 CPP100048662 LHCD6325702	6/30/2021 6/30/2022 6/30/2021	6/30/2022 6/30/2022 6/30/2022	Occ: \$1,000,000 Per Claim: \$1,000,000 Limit: \$1,000,000 Agg: \$2,000,000 Agg: \$1,000,000 Ded: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proof of Insurance

CERTIFICATE HOLDER <div style="text-align: center;">Proof of Insurance</div>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center;"> </div>
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