

To: All Plan Holders of Record

From: CT Consultants, Inc.
For the Owner

**Re: Addendum No. 3
WWTP NFA Improvements
City of Conneaut**

Date: August 27, 2024

This Addendum forms a part of the contract documents and modifies the original bidding documents dated August 2024 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

BID DOCUMENTS

REPLACE Prices to Include, Pages BD.9 to BD.10, with the enclosed Prices to Include, Pages BD.9A to BD.10A.

QUESTIONS AND ANSWERS

Q1. Is the old windmill transformer being removed or relocated. Can the Contractor remove all of the equipment, turn over to owner and keep the existing conduits for future use.

A1. See sheet 01E-01 and enclosed 01C-02.

Q2. Is there an allowance for this work if charged by the electric utility and/ or who pays for this cost.

A2. Please see Addendum 02 enclosure – there will be no utility allowance.

Q3. What is the length of an outage, if any. Who needs to figure out temporary service while electrical work is to be done.

A3. Refer to Specifications Section 260000 – Electrical General Provisions.

Q4. What size of temporary service is required, where would it be located and who is paying for it.

**A4. Refer to Specifications Section 015000 – Temporary Facilities and Control.
Coordinate temporary service location with Owner.**

Q5. Has the Electrical utility been involved with this project.

A5. It is up to the contractor to coordinate with the utility companies.

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Q6. Can the generator be used to power the plant to operate fully or does it only work at an emergent reduced capacity.

A6. The generator has the ability to power the entire plant fully.

Q7. How long can the generator run to supply power for work on the main service.

A7. The generator can run as long as it is fueled.

Q8. Can the conduit be aluminum not RGS?

A8. Conduit in hazardous areas must be Rigid Galvanized Steel (RGS) as noted.

Q9. Can you clarify the term 'reused' in terms of inspection and possible replacement for the electrical scope, in particular light fixtures.

A9. The purpose of Note O on Sheet 00E-01 is to address specific equipment associated with the scope of work of the project which is being reused. For instance, MCC1 is existing and being reused to feed new process pumps and valves. It should be inspected for its condition prior to starting work. This note is not a general overall statement covering all electrical equipment and devices throughout the plant.

Q10. What side of the headworks is the 2 ½" PV to run to?

A10. See the WWTP Headworks Facility plans from 2016 that have been posted to CT Consultants Plan Room for this project.

Q11. Are Netzsch pumps no longer Engineered Approved? In reference to the manufacturer list changing in Specification Section 432110

A11. Correct.

Q12. Verify what RAS/WAS valves are remaining and which are being replaced in the blower building.

A12. All (4) suction valves are remaining in place. The WAS discharge valves (2 check & 2 plug) are being reused. There will be (4) new 10" valves on the RAS discharge lines (2 check and 2 plug).

Q13. Where is the spec for the replacement on Sheet 20D-01.

A13. See Specifications Section 400557 – Actuators For Process Valves and Gates in the Bid Book.

Q14. Sheet 00E-05- Does this indicate that the polymer control panel comes skid mounted as well and no conduit, wire, and terminations for these are required.

A14. See Specification Section 463333 – Polymer System.

Q15. On drawing 00E-05 there are multiple control panels with a symbol of SC for alarm wiring back to the RTU. What wiring is required for these items.

A15. This will require manufacturer specific coordination for each control panel. The terminations shown have been coordinated with the specifications. For simple 'D' type termination at the control panel, provide 2 #12 in ¾"C. For 'E' type terminations, these are to be ethernet enabled control panels. Extend CAT 6 cabling to the SCADA RTU.

Q16. On drawing 00E-04 there are multiple control panels with a symbol of SC for alarm wiring back to the RTU. What wiring is required for these items.

A16. This will require manufacturer specific coordination for each control panel. The terminations shown have been coordinated with the specifications. For simple 'D' type termination at the control panel, provide 2 #12 in ¾"C , For 'E' type terminations, these are to be ethernet enabled control panels. Extend CAT 6 cabling to the SCADA RTU.

Q17. Is galvanized strut/strut straps alright to use or does all electrical hardware require to be stainless steel.

A17. Per note "I" on 00E-01, all hardware in rated areas is to be stainless steel. Galvanized is not permitted.

Q18. On drawing 00-E03: The wording above the generator says optional. Is this in the base bid. Or is it only if the dewatering building is installed under the alternate.

A18. The generator is referred to as "OPTIONAL STANDBY" which is the section of the NEC that applies to the loads which it is feeding. It is not meant to state that it is an alternate.

Q19. Who purchases all of the SCADA equipment shown on 00I-02. Who is in charge of doing all of the integration. Is that under this contract.

A19. Refer to Protech quote attached in this Addendum.

Q20. Is there a control schematic for the UV system. What communications needs to be run out there and from where? Drawing 01E-01 only shows a dashed line that says: UV power and SCADA conduits but they go back to the electrical switchyard area.

A20. A fiber optic cable should be extended from the UV system equipment to the existing aeration building for connection to the SCADA system. Route in conduit and overhead following other trenching and pole lines.

Q21. Can the feeds for the UV system be fed from panel A in the MDP vs panel B1.

A21. Panel A is small, fairly loaded and was previously intended for site loads. The design intent is to keep the 120V loads for the UV system on the newer panel with more capacity.

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Q22. Who is to provide the LOR control stations on drawings 00E-05, are these provided by the equipment manufacturer and preinstalled or does the EC need to run conduit and wire. If the EC is to wire and conduit what are the locations.

A22. The control stations are to be furnished, installed, and wired by the EC. They are Local-Off-Remote station and shown as 'LOR' symbols on the floor plan for locations.

Q23. Who is to provide all of the control instrumentation (level switches, flow meters etc,) on drawing 00E-05.

A23. Control instrumentation not provided in the Protech quote shall be furnished by the GC and installed by the EC.

Q24. Is the SCADA integrator to provide all of the equipment needed for the SCADA system to be functional and running.

A24. See enclosed Protech quote for what they will provide.

Q25. Is there a specification for the integrator. And equipment specification or will this be included in the allowance for the integrator.

A25. See the control narrative and Protech quote.

Q26. Who is to provide the WAS/RAS and clarifier control panels. What is to be included in these panels, are there drawings.

A26. There are coded notes on the electrical drawings that state they are to be furnished by the GC and installed by the EC. Reference Specification 464321 for the clarifier control panel and Specification 406700 for RAS/WAS.

Q27. Does the generator and ATS get turned over to the WWTP.

A27. Yes.

Q28. Is there a specific location for the new generator, ATS and MDP panel.

A28. See enclosed 01E-02 plan sheet.

CLARIFICATIONS

C1. Final Clarifier construction: Marina Dr. and at least a single lane of the road along the new clarifier site shall remain open during construction. If the contractor elects to use Temporary Earth Retention Systems (TERS) in accordance with Specification Section 310000 – Earthwork in order to maintain a single lane past the excavation, the cost shall be included in Base Bid Item 1. If the contractor elects to layback the excavation, a single lane past the excavation is still required and concrete safety barriers shall be provided along the edge of the excavation. In either case added utilities must be relocated and the site demolition of underground utilities drawing 01C-02 is being reissued.

C2. Scum skimmers are not required for the final clarifiers.

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APPENDIX

ADD enclosed Pre-Bid Sign-In Sheet to the Appendix.

PLANS

REPLACE Sheet 7 Drawing 01C-02 with the enclosed.

ADD enclosed Sheet 01E-02 as sheet 73A of 82.

SPECIFICATIONS

ADD Specifications Section 406700 – Control System Equipment Panels and Racks

MB/TL:mep

Enclosures

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PRICES TO INCLUDE

PART 1 - GENERAL

All work shown on the plans or required in the specifications shall be included in the amount bid. The amount bid shall include, but is not limited to, the following:

- 1.1 All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.
- 1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measurements for final pay quantities.
- 1.3 Project coordination and scheduling.
- 1.4 A detailed breakdown of lump-sum bid items as requested by the Engineer.
- 1.5 All provisions necessary to protect workers, the general public, and property along the work in accordance with the Contract Documents and OSHA requirements.
- 1.6 Record drawings.
- 1.7 Mobilization.
- 1.8 Reimbursement to Owner for costs for re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
- 1.9 All provisions included as described or implied in this Prices to Include Section for each Bid Item listed.
- 1.10 Material testing.
- 1.11 Preconstruction video documentation.
- 1.12 Bonds, insurances and/or endorsements required to fully comply with and adhere to the Contract specifications.
- 1.13 Completion and execution of all work shown, specified, or implied regardless of specific mention of such work in this section herein. Costs for all work items not specifically mentioned herein shall be included in the related item's bid.

PART 2 - ITEMS

2.1 BID ITEM 1 - GENERAL

The lump sum price bid shall include all work not specifically included under other bid items and alternate items. Payment will be made in accordance with an approved schedule of values and agreed-upon percent of completion of the scheduled work.

For the attached Pro-Tech System Group scope of services, a not-to-exceed total payment of \$460,110.00 shall be included in the lump sum price bid.

2.2 BID ITEM 2 – EXISTING CLARIFIERS MECHANISM REPLACEMENT

The lump sum bid price shall include furnishing of all labor, equipment, and materials necessary for the proper completion of all work associated with the replacement of mechanisms in the existing clarifiers. This includes, but is not limited to, the removal and disposal of existing mechanisms, installation of new mechanisms, all necessary fittings and connections, testing and commissioning of new installations, and all incidental work required to ensure the proper functioning of the clarifiers as specified, shown on the Contract Drawings, or required for the proper completion of the work.

Payment will be made in accordance with an approved schedule of values and agreed percent of completion of the scheduled work.

2.3 ALTERNATE ITEM A1 – SLUDGE DEWATERING BUILDING

The lump sum bid price shall include furnishing of all labor, equipment, and materials necessary for the proper completion of all work associated with upgrades to the sludge dewatering building. This bid item shall include all demolition and disposal of excess materials, accessory and appurtenant materials; all proposed pavement site work, utility work and coordination, earthwork, tools, material, labor, and equipment necessary to complete the work as specified, shown on the Contract Drawings, or required for the proper completion of the work.

Payment will be made in accordance with an approved schedule of values and agreed percent of completion of the scheduled work.

2.4 ALLOWANCE ITEM A2 – ENGINEERED FILL FOR SLUDGE DEWATERING BUILDING FOUNDATION

The allowance shall cover the cost of providing engineered fill for the foundation of the sludge dewatering building if fill material is encountered during excavation. This includes the furnishing, placement, and compaction of engineered fill material as required by the project specifications and Contract Drawings. If loose granular soils are found, this allowance item is not needed.

Payment will be made based on actual quantities of engineered fill placed, verified by the Engineer, and invoiced at the unit price established in the Contract.

MEETING SIGN-IN: 231837 – CONNEAUT NFA IMPROVEMENTS

DATE: August 22nd, 2024

NAME	COMPANY (REPRESENTING)	ADDRESS	CITY	ZIP		EMAIL ADDRESS
Jeremy Herman	EE Austin & Son	119 Reed Street Eric PA 16503			814-806-7804	Jherman@ee-austin.com
Dave Motherwell	Blackhawk Neff Elec.	805 N. GARE Circle New Castle PA			924-730-2580	dmotherwell@blackhawkneff.com
MARK PAWLOWSKI	LABORERS LOCAL 245	2220 S.R. 20 N. KINGSVILLE OH			216-513-9422	FIELDREP245@OUTLOOK.COM
Ryan Cochran	UIC	1800 EAST 21 ST ASHTABULA OH 44004	ASHTABULA	44004	440-999-7871	ryancochran@uicconstruction.com
Steve Eastbourn	Wm. T. Spieder	1602 E. 18 TH ST ERIC PA, 16510			814-452-7014	SteveEastbourn@Spieder.com
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Tess Lannon	CT Consultants Inc	"				Tess.lannon@ctconsultants.com

SECTION 406700 - CONTROL SYSTEM EQUIPMENT PANELS AND RACKS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pump control panel.
2. Components.

B. Related Requirements:

1. See Division 26

1.2 COORDINATION

- A. Coordinate work and component requirements with controlled pumps.

1.3 SUBMITTALS

A. Product Data:

1. Pump control panel.
2. Components.

B. Shop Drawings:

1. Submit complete bill of materials, wiring diagrams and panel layout drawings showing dimensions to devices.
2. Signed and sealed by the qualified professional engineer responsible for their preparation.

- C. Test Reports: Submit certified factory test report indicating control panel successfully performs functions specified.

- D. Manufacturer's Field Reports: Submit certification after installation that control panel has been installed according to manufacturer's instructions and has been successfully field tested.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of control panel and final wiring diagrams and connections.

- B. Operation and Maintenance Data: Submit operation and maintenance instructions for components and devices.

1.5 QUALITY ASSURANCE

- A. Perform Work according to UL 508.
- B. Provide components compatible with functions required to form complete working system.
- C. Provide UL 508 label on complete assembly.
- D. Manufacturer and Fabricator Qualifications: Company specializing in manufacturing and assembling products specified in this section with minimum three years' experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Inspect for damage.
- B. Store in areas protected from weather, moisture, or possible damage; do not store directly on ground; handle to prevent damage to wiring and components.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Sequence of Operation:
 - 1. See Control Narrative.

2.2 PUMP CONTROL PANEL

- A. Manufacturers:
 - 1. Myers, F.E.; Pentair Ltd.
 - 2. Zoeller Company.

2.3 COMPONENTS

- A. Control Panel Enclosure:
 - 1. Furnish NEMA 250 Type 12 enclosure fabricated of 10 gage steel with continuously welded seams.
 - a. Enclosure door gasketed with neoprene.
 - b. Heavy-duty three-point latching mechanism.
 - c. Power: 120/240 V, three phase, four wire open delta service.
 - 2. Identify control panel components with engraved nameplate mounted on inside of panel.
 - 3. Mount components, not mounted on front of panel, on removable back panel secured to enclosure with collar studs.

4. Install wiring in neat, workmanlike manner and group, bundle, support and route horizontally and vertically for neat appearance.
 5. Terminate wires leaving panel at terminal strips inside enclosure.
 6. Identify terminals and wires according to panel wiring diagrams.
 7. Furnish copper grounding plate inside control panel for terminating ground wires.
- B. Transient Voltage Surge Suppressor: Furnish three phase transient voltage surge suppressor in pump control panel to protect panel components from potential damage from transient voltages caused by lightning or surges on incoming power line. Furnish indication light to indicate unit is functioning.
- C. Three Phase Monitor:
1. Furnish three phase monitor in pump control panel to monitor incoming power and sense loss of any one of three phases.
 - a. Inhibit pump operation when phase loss occurs.
 - b. Surface mounted.
- D. Motor Circuit Protector Type Circuit Breakers:
1. Furnish properly sized motor circuit protector type molded case circuit breaker for each pump motor starter.
 - a. Type: Quick-make, quick-break, individually mounted.
 - b. Minimum Interrupting Capacity: 22,000 A rms symmetrical at 240 V.
- E. Pump Motor Starters:
1. Furnish across-the-line magnetic type rated according to NEMA standards, sizes and horsepower ratings. Size for pump motor horsepower.
 2. Furnish each motor starter with three pole overload relay. Furnish heater element in each phase of relay, sized for motor nameplate full load amps.
 3. Furnish overload reset button for each motor starter.
- F. Control Transformer: Furnish 240 V to 120 V control transformer in pump control panel to provide 120-V ac control power. Size transformer to power connected devices and protect with primary and secondary fusing.
- G. Circuit Breakers:
1. Furnish quick-make, quick-break thermal-magnetic molded case type, individually mounted and identified.
 2. Furnish individual circuit breakers for each of the following:
 - a. Pump control circuit.
 - b. Duplex receptacle (located outside of panel).
 - c. Automatic telephone dialer (located outside of panel).
 - d. Emergency generator water jacket heater.
- H. Selector Switches:

1. NEMA Type 4X, 30.5 mm, heavy-duty, non-illuminated, maintained contact type with double-break silver contacts.
- I. Push Buttons: NEMA Type 4X, 30.5 mm, heavy-duty, non-illuminated, momentary contact type with double-break silver contacts.
- J. Pilot Lights:
1. NEMA Type 4X, 30.5 mm, heavy-duty, transformer type.
 - a. Voltage Rating: 120 V ac.
 - b. Color Caps: Green for "run" and red for "alarm."
 2. Furnish "RUN" pilot light for each pump. Energize each light through auxiliary contact on pump motor starter.
 3. Furnish "MOTOR HIGH TEMPERATURE" and "SEAL FAILURE" alarm pilot light for each pump.
- K. Legend Plates for Pilot Devices:
1. Furnish 2-1/4 inch square plastic legend plate for each selector switch, push button and pilot light.
 2. Color: Gray with white lettering.
- L. Relays:
1. Heavy-duty, general purpose type, with 10 amp contacts.
 - a. Blade type terminals that plug-in to socket.
 - b. DIN rail mounted to inside of panel enclosure.
 - c. Contact Configuration: As required for proper operation of control logic.
 - d. Operating Power: 120 V ac, unless noted otherwise.
 - e. Furnish indicator light to indicate relay coil is energized.
- M. Alternator:
1. Solid state, plug-in type, with 120 V ac coil and 10 amp contacts.
 - a. Furnish alternator relay plugged into socket, mounted to inside of panel enclosure.
 - b. SPDT, suitable for continuous operation, and furnished with integral selector switch to allow operator to select automatic alternation of pumps or to select Pump No. 1 or Pump No. 2 as lead pump.
- N. Seal Failure Relays: Provide seal failure relay in pump control panel for each pump. Coordinate seal failure relays with controlled pump.
- O. Elapsed Time Meters:
1. Resettable, time totalizer type.
 - a. Furnish synchronous motor to drive set of digit readout wheels to indicate total time pump motor starter is energized.

- b. Readout: Six-digit including 1/10 digit.
 - c. Range: 0 to 99999.9 hours.
 - d. Voltage Rating: 120 V.
 2. Furnish elapsed time meter for each pump. Energize each elapsed time meter through auxiliary contact on pump motor starter.
 - P. Terminal Blocks:
 1. Furnish terminal blocks in control panel for field wiring.
 - a. NEMA type, rated for 600 V ac.
 - b. Identify with permanent machine printed marking according to terminal numbers shown on panel wiring diagrams.
 - c. Furnish twenty percent spare terminal blocks in control panel.
 - Q. Wiring:
 1. Furnish pump control panel completely wired by manufacturer.
 2. Furnish wiring, workmanship, and schematic wiring diagrams in compliance with UL 508. Isolate wiring and terminal blocks by voltage levels to greatest extent possible.
 3. Wiring: Stranded copper, Type MTW or THW, 600 volts, color coded as follows:
 - a. Line and Load Circuits, AC Power: Black.
 - b. AC Control Circuit Less than Line Voltage: Red.
 - c. DC Control Circuit: Blue.
 - d. Interlock Control Circuits from External Source: Yellow.
 - e. Equipment Grounding Conductor: Green.
 - f. Current Carrying Ground: White.
 4. Minimum Size of Control Wiring: Number 16.
 5. Tag control wiring at both ends in control panel with legible permanent coded wire marking sleeve. Mark with white PVC tubing sleeves with machine printed black marking. Mark according to wire numbers shown on control wiring diagrams and terminal strip numbers.
 - R. Nameplates:
 1. Furnish laminated phenolic nameplates on front of pump control panel.
 2. Color: White with black engraved letters.
 3. Minimum Size of Engraving: ¼ inch.
- 2.4 SOURCE QUALITY CONTROL AND TESTS
- A. Perform a factory test of completed control panel by demonstrating operation of control functions. Provide certified test results.
 - B. Factory assemble and test each control and alarm function.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify correct power supply is available.
- B. Verify pumps are installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF CONTROL PANEL

- A. Install control panel at location indicated on Drawings.
- B. Install control panel according to manufacturer's instructions.

3.3 FIELD QUALITY CONTROL

- A. Start up pump control system by energizing system equipment and testing operation of hardware and process control logic under supervision of manufacturer's representative and in presence of Architect/Engineer.

3.4 DEMONSTRATION

- A. Demonstrate equipment startup, shutdown, routine maintenance, alarm condition responses, and emergency repair procedures to Owner's personnel.
- B. Manufacturer Services: Furnish services of manufacturer's representative experienced in installation of products furnished under this specification for not less than <Insert> work days on-site for installation inspection and field testing, and instructing Owner's personnel in maintenance of equipment.
- C. Certify that equipment has been properly installed and is ready for start-up and testing.
- D. Equipment Acceptance:
 - 1. Adjust, repair, modify or replace system components that fail to perform as specified and rerun tests. Make final adjustments to equipment under direction of manufacturer's representative.
 - 2. Document adjustments, repairs and replacements in manufacturer's field services certification.

END OF SECTION 406700



August 30, 2024
Q224394

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***Subject:* Conneaut WWTP NFA Plant Improvements**

Thank you for the opportunity to provide a budget quotation for the Conneaut WWTP NFA Plant Improvements. Pro-Tech Systems Group is quoting the following equipment per the following items:

- **Control Panels**
 - Dewatering RTU
 - Aeration RTU
 - Headworks RTU
- **Instrumentation**
 - (2) Dissolved Oxygen Probes
 - (2) Mixed Liquor Suspended Solids Analyzers
 - (2) Ultrasonic Level Transmitter
 - (1) Radar Level Transmitter
- **Instrumentation Calibration**
- **Network and SCADA**
 - (5) SCADA Computer (1) Is for Historian
 - (8) Monitors
 - (5) UPS's
 - Misc Ethernet Patch Cables
 - (3) Managed Ethernet Switches
 - (6) SFP Modules
 - (3) Media Converters
 - (2) Ifix Unlimited Development Packages w/ Sync for Redundancy
 - (2) View Nodes
 - (1) 1500 point Historian
 - (3) IGS Drivers
 - (1) XLReporter
 - (1) Win 911 Alarming Package
 - Screen Connect remote monitoring software subscription
 - (1) Synology Backup System
 - (4) 4TB Hard Drives for Synology
- **Submittals**
- **Factory Testing**
- **Field Testing**
- **Training (16) Hours on SCADA and Instrumentation**
- **Operations and Maintenance Manuals**



August 30, 2024
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- PLC Programming
- SCADA Development
- Startup and Commissioning

Pro-Tech Systems Group Budget Price \$460,110.00

***Instrumentation Calibration and Startup**

- **On-Site Instrumentation Calibration and Controls Startup is Based on (10) mobilization for (8) hours. If instrumentation, Control Panels or Network Components are not ready for Scheduled Startup and additional mobilizations will be required, additional costs will be incurred.**

***The contract price for this Municipal construction project has been calculated based on the current prices for the component building materials. However, the market for the Instrumentation and Controls materials that are hereafter specified is considered to be volatile, and sudden price increases could occur. Pro-Tech Systems Group, Inc. agrees to use our best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract for use in this Municipal construction project, the Builder agrees to pay that cost increase to the Pro-Tech Systems Group, Inc. Any claim by the Pro-Tech Systems Group, Inc. for payment of a cost increase, as provided above, shall require written notice delivered by the Builder to the Owner stating the increased cost, the Instrumentation and Control material or materials in question, and the source of supply, supported by invoices or bills of sale.**



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Standard Exclusions

Our scope EXCLUDES the mounting/installation of all devices (enclosures, instruments, field devices, etc); Field and interconnect wiring drawings; Conduit schedules; All piping (including spool pieces), conduit, wiring, cabling, and mounting hardware; Phone lines, radio towers, repeaters, poles, masts, and mounting; Installation and termination of all wiring and cabling; Furniture.

Standard Terms and Conditions of Sale

We offer our standard **TERMS AND CONDITIONS OF SALE** as Attachment 1. Issuance of an order or acceptance of this proposal constitutes acceptance of the included conditions and all conditions in Attachment 1.

Standard lead times

Submittals – 8-10 weeks

Panels – 6-10 weeks from date of release

Long lead items involving instrumentation will be clarified during the submittal process.

Many of Pro-Tech Systems Groups suppliers have advised that until further notice they reserve the right to amend the delivery date, the price and the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the Covid-19 pandemic. Be advised the Pro-Tech Systems Group, Inc. considers the Covid-19 related changes imposed by our manufacturers and suppliers as outside of its reasonable control and subject to Force Majeure provisions.

This quote is valid for a period of 30 days. If you have any questions concerning this quotation, please call.

Best Regards,

A handwritten signature in black ink, appearing to read "CVIAR", is positioned above the printed name.

Chris Viar
Project Estimator



August 30, 2024
Q224394

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Pro-Tech Systems Group Terms and Conditions

ACCEPTANCE of this Order is expressly conditioned on Buyer's agreement that the terms and conditions set forth herein, together with any plans or specifications approved in writing by **Pro-Tech Systems Group**, are the sole terms and conditions of the Order and constitute a contract representing the entire agreement of the parties with respect to the subject matter thereof. No amendment, modification or waiver of the terms and conditions of this order shall be binding on **Pro-Tech Systems Group**, unless made in writing and signed by an authorized representative of **Pro-Tech Systems Group**. Any additional or different terms and conditions contained in Buyer's proper orders or responses to the Order shall be deemed objected to by **Pro-Tech Systems Group** without need of further notice of objections and shall not be effective or binding unless assented to in writing signed by an authorized representative of **Pro-Tech Systems Group**. Buyer shall be deemed to have assented to all terms and conditions contained herein upon performance or part performance by **Pro-Tech Systems Group** under this contract. Should there be a conflict with any terms or conditions in any contract or purchase order used by Buyer, the terms and conditions herein shall prevail.

TERMS OF PAYMENT: 20% Payment on customer receipt of submittals, 80% Payment on multiple invoices. Net cash thirty (30) days, with a discount of one percent (1%) net cash ten (10) days allowed. A service charge of one and one-half percent (1 1/2%) per month will be added to unpaid balances after thirty (30) days. If Buyer's financial condition at any time does not justify continuance of the work to be performed by **Pro-Tech Systems Group** hereunder on the agreed terms of payment, **Pro-Tech Systems Group** may require full or partial payment in advance. In the event Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, **Pro-Tech Systems Group** shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate of Buyer and shall receive reimbursement for its proper cancellation charges. **Pro-Tech Systems Group's** rights under this provision are in addition to any other rights available to it at law or in equity.

RETAINAGE: Pro-Tech Systems Group, Inc., Inc will allow a maximum retainage of 4% on labor only, payable within 30 days of completion of Pro-Tech Systems Group, Inc. work.

TAXES: The price quoted in this contract does not include any taxes and in the event taxes of any nature are assessed, they shall be added to the price herein, unless Buyer is exempt from tax and demonstrates such exemption to the satisfaction of **Pro-Tech Systems Group**.

WARRANTIES: **Pro-Tech Systems Group** warrants to Buyer that equipment furnished pursuant to this contract will be free from defects in material, workmanship and title and will be of the kind and quality specified in **Pro-Tech Systems Group's** quotation.

The foregoing equipment warranties (excluding the warranty of title) shall terminate one (1) year after the date of completion of the work or shipment of the part, requiring correction under this warranty.

Pro-Tech Systems Group warrants to Buyer that software furnished pursuant to this contract will be free from defects and will be of the kind and quality specified in **Pro-Tech Systems Group's** quotation.

The foregoing software warranties (excluding the warranty of title) shall terminate ninety (90) days after the date of completion of the work or shipment of the part, requiring correction under this warranty.

If any product covered by this contract fails to meet the foregoing warranties (except title), Buyer's exclusive remedies shall be for **Pro-Tech Systems Group** to correct any such failure by either (at the option of **Pro-Tech Systems Group**) replacing defective parts or repairing any defective parts of the equipment. **Pro-Tech Systems Group** shall not be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures. Any portion which does not so conform will be corrected by **Pro-Tech Systems Group** upon notification by the purchaser. Upon expiration of the warranty period, all liability of **Pro-Tech Systems Group** for its equipment and services shall terminate.

Pro-Tech Systems Group limits its warranty on components not manufactured by **Pro-Tech Systems Group** to the conditions and duration of warranty offered to **Pro-Tech Systems Group** by the component manufacturer.

DISCLAIMER AND INTELLECTUAL PROPERTY STATEMENT: The materials comprising these documents are provided by Pro-Tech Systems Group, Inc. ("PTSG") as a service to its customers on an "as-is, as-available" basis for informational purposes only. PTSG assumes no responsibility for any errors or omissions in these materials. PTSG makes no commitment to update the information contained herein.

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August 30, 2024
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NO CLAIMS FOR DIRECT OR CONSEQUENTIAL DAMAGES SHALL BE ALLOWED.

PRO-TECH SYSTEMS GROUP DISCLAIMS ANY MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR USE WITH RESPECT TO THE PRODUCTS BEING SOLD PURSUANT TO THIS CONTACT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT OF THIS CONTRACT.

LIMITATION OF LIABILITY: Pro-Tech Systems Group shall not be liable for special, incidental, or consequential damages under any circumstances, including, but not limited to, loss of profits or revenue, loss of use of equipment, or cost of temporary equipment. Pro-Tech Systems Group's maximum liability, whether based in contract, tort (including negligence), or otherwise shall not exceed the price of this contract.

Unless otherwise specifically agreed to in writing by an authorized officer of Pro-Tech Systems Group, no Buyer, representative or any other person shall have the right to examine or audit Pro-Tech Systems Group's cost accounts, books, or records of any kind on any matter, or be entitled to or have control over any engineering or production prints, drawings, or technical data which Pro-Tech Systems Group, in its sole discretion, may consider in whole or in part, proprietary to Pro-Tech Systems Group.

DELAYS: Pro-Tech Systems Group will not be liable for any delay in the performance of this contract or for any damages suffered by Buyer by reason of such delay, when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or other cause or causes (whether or not similar in nature to any of those herein above specified) beyond its control.

QUOTATIONS: This quotation will expire thirty (30) days from its date unless otherwise stated in the quotation or extended in writing by Pro-Tech Systems Group.

PRICE POLICY: Prices are net to all purchasers. Prices are firm for contracts completed within one (1) year from the date of quotation. Equipment or services delivered beyond one (1) year from date of quotation will be subject to price escalation of one-half percent (1/2%) per month or greater based on supplier increases.

DELIVERY: Unless otherwise specified by Pro-Tech Systems Group delivery will be made and title passed F.O.B. point of shipment to Buyer. Risks of loss or damage pass to Buyer on delivery. If products are to be delivered by Pro-Tech Systems Group, such products are to be received and unloaded by Buyer at Buyer's expense and risk.

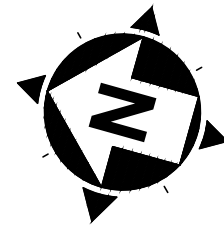
GOVERNING LAW: The law of the State of Ohio shall govern the validity, performance, interpretation and the effect of this agreement.

AMENDMENTS: This contract may not be modified nor rescinded in any manner except by the written agreement of both Buyer and Pro-Tech Systems Group.

Upon acceptance of the agreement Pro-Tech Systems Group will require a full set of plans and specs w/ addendums, project start and completion dates, and a project schedule.

The above Standard Terms and Conditions are accepted:

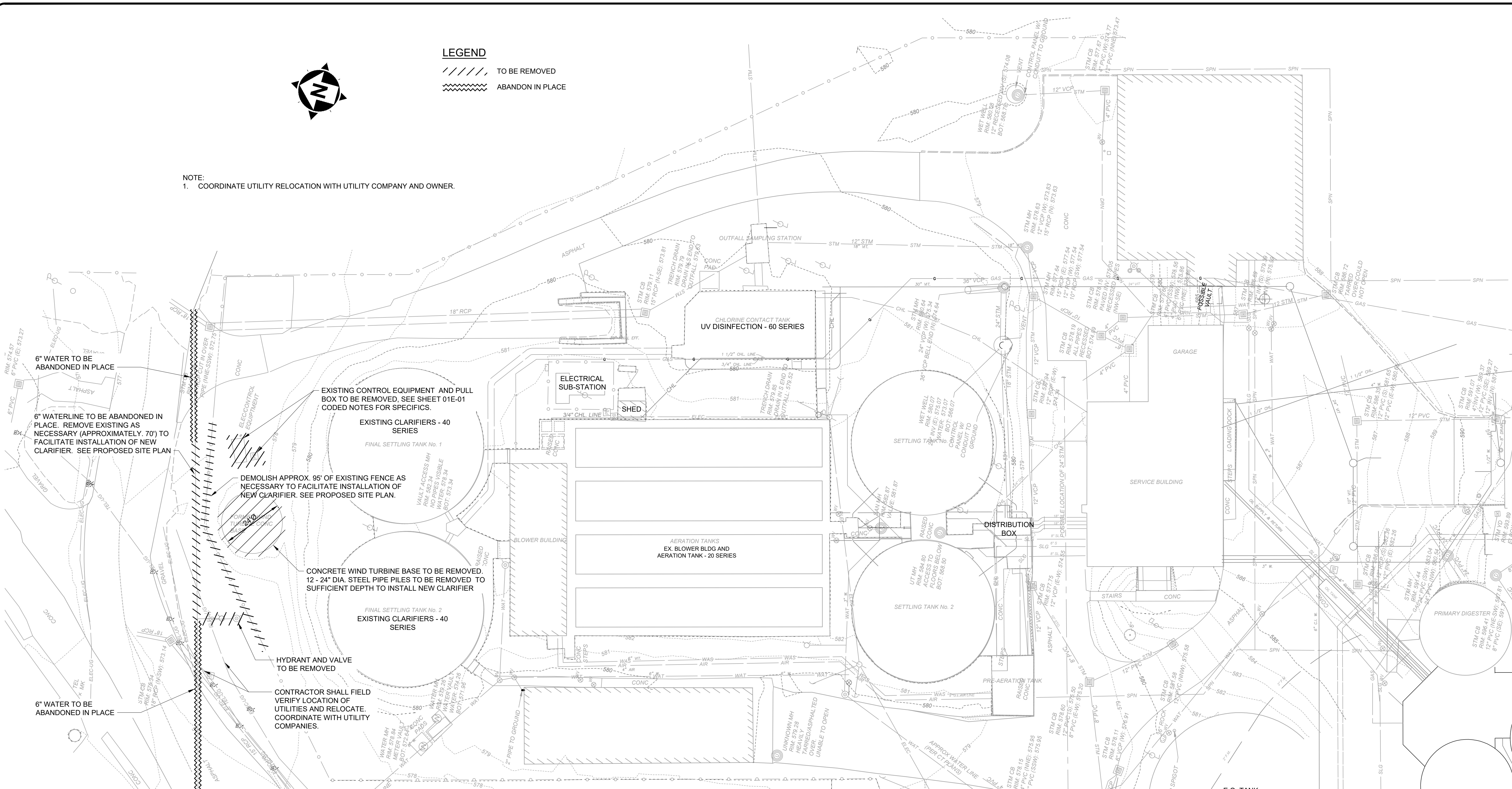
By: _____
Title: _____
Date: _____



LEGEND

- TO BE REMOVED
- ABANDON IN PLACE

NOTE:
1. COORDINATE UTILITY RELOCATION WITH UTILITY COMPANY AND OWNER.



6" WATER TO BE ABANDONED IN PLACE

6" WATERLINE TO BE ABANDONED IN PLACE. REMOVE EXISTING AS NECESSARY (APPROXIMATELY .70') TO FACILITATE INSTALLATION OF NEW CLARIFIER. SEE PROPOSED SITE PLAN

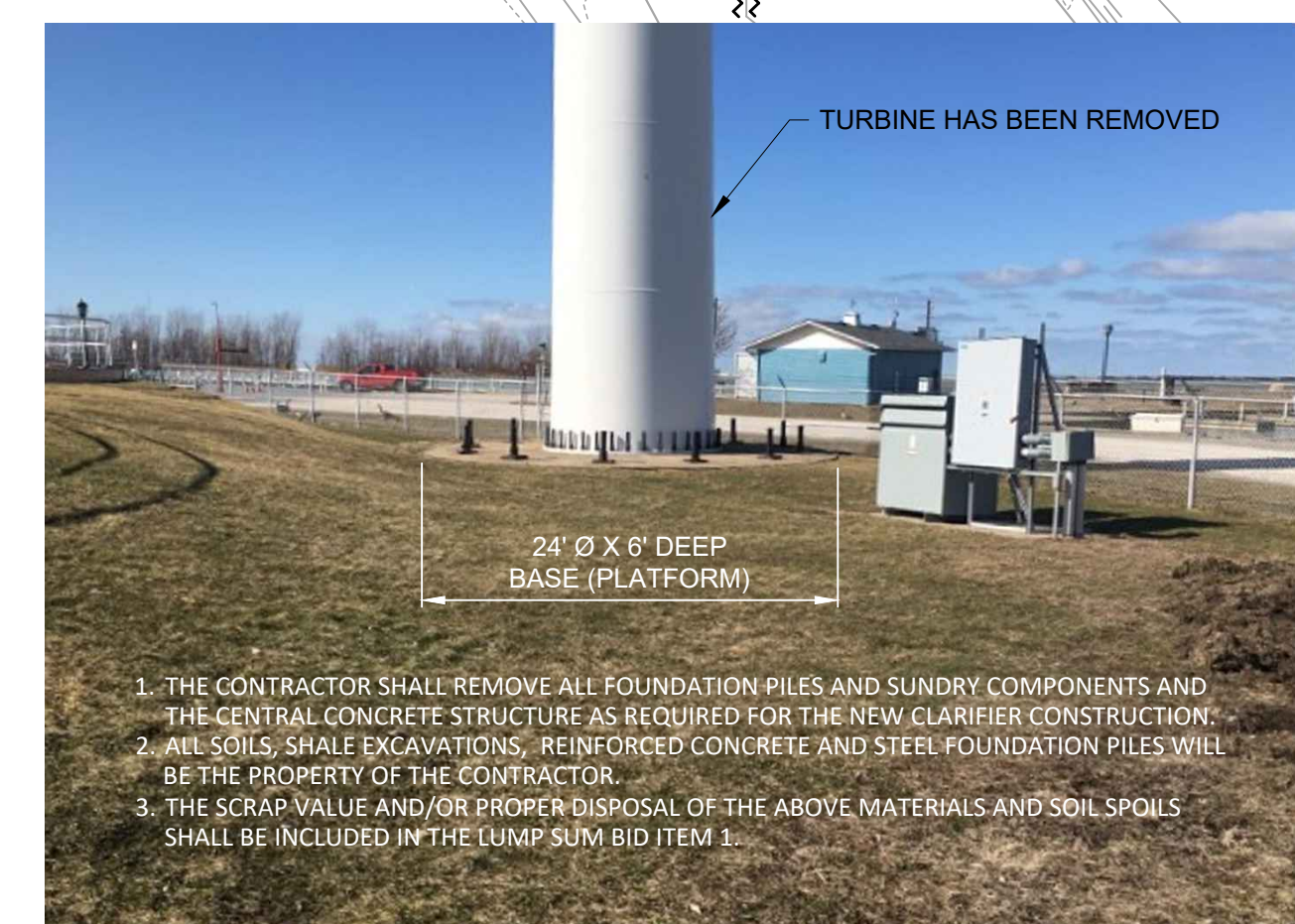
DEMOLISH APPROX. 95' OF EXISTING FENCE AS NECESSARY TO FACILITATE INSTALLATION OF NEW CLARIFIER. SEE PROPOSED SITE PLAN.

CONCRETE WIND TURBINE BASE TO BE REMOVED. 12 - 24" DIA. STEEL PIPE PILES TO BE REMOVED TO SUFFICIENT DEPTH TO INSTALL NEW CLARIFIER

HYDRANT AND VALVE TO BE REMOVED

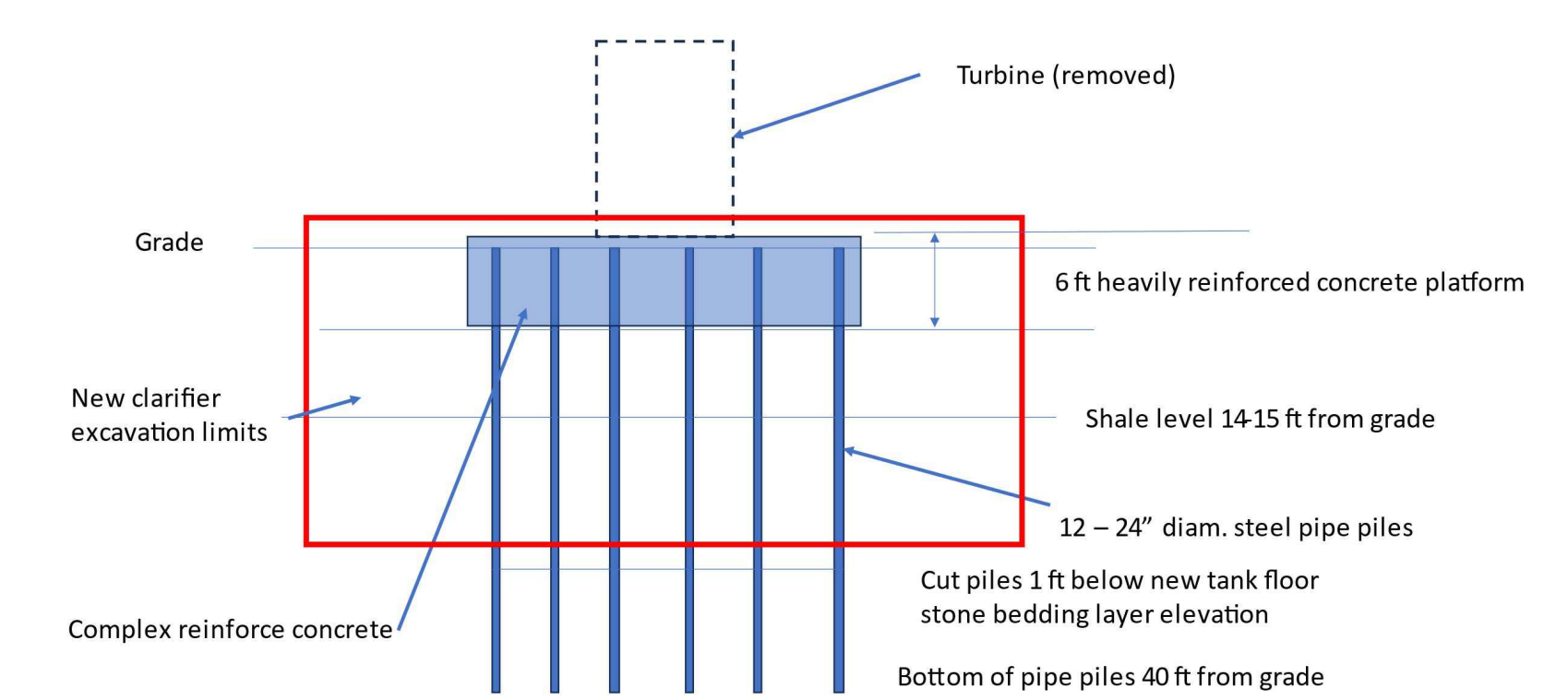
CONTRACTOR SHALL FIELD VERIFY LOCATION OF UTILITIES AND RELOCATE. COORDINATE WITH UTILITY COMPANIES.

6" WATER TO BE ABANDONED IN PLACE



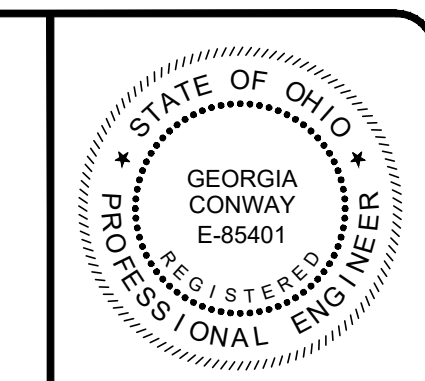
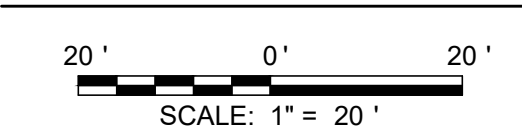
TURBINE BASE

1. THE CONTRACTOR SHALL REMOVE ALL FOUNDATION PILES AND SUNDRY COMPONENTS AND THE CENTRAL CONCRETE STRUCTURE AS REQUIRED FOR THE NEW CLARIFIER CONSTRUCTION.
2. ALL SOILS, SHALE EXCAVATIONS, REINFORCED CONCRETE AND STEEL FOUNDATION PILES WILL BE THE PROPERTY OF THE CONTRACTOR.
3. THE SCRAP VALUE AND/OR PROPER DISPOSAL OF THE ABOVE MATERIALS AND SOIL SPOILS SHALL BE INCLUDED IN THE LUMP SUM BID ITEM 1.



SKETCH FROM RECORD INFORMATION
FROM POLCHOSKY EXCAVATING

EXISTING SITE PLAN



NO	DATE	REVISION
1	8/27/2024	Addendum 03

SCALE:	1" = 20'
DATE:	9/6/24
DESIGNED BY:	GBC
DRAWN BY:	RLM
CHECKED BY:	GBC
PROJECT NO: 231837	
DRAWING NAME: 01C-02	
SHEET	OF
7	81



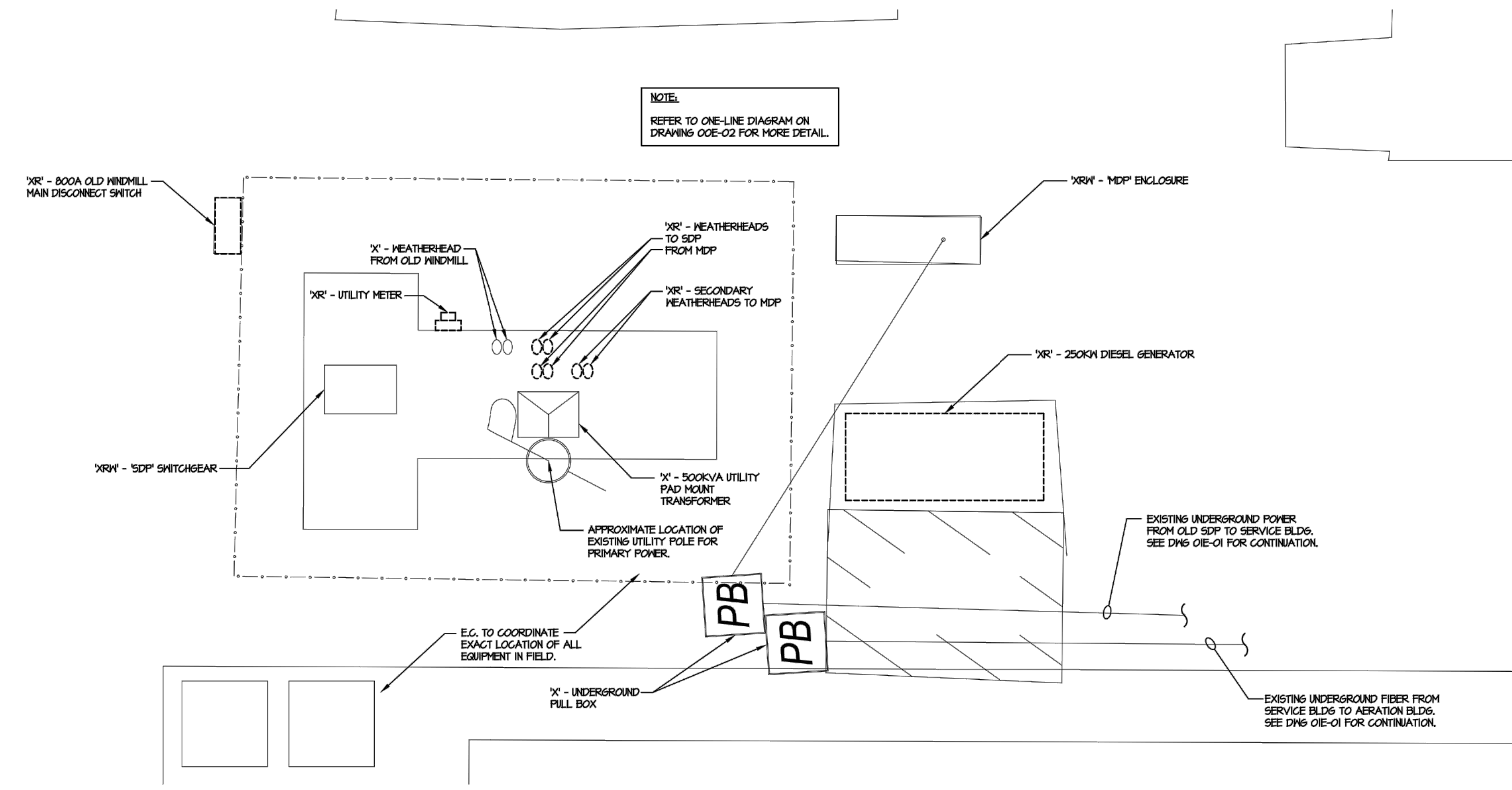
NO	DATE	REVISION
1	8/27/2024	Addendum 03

AS NOTED	DATE	DESIGNED BY	DRAWN BY	CHECKED BY
	8/6/24	DDT/CAT	DDT/CAY	CAT

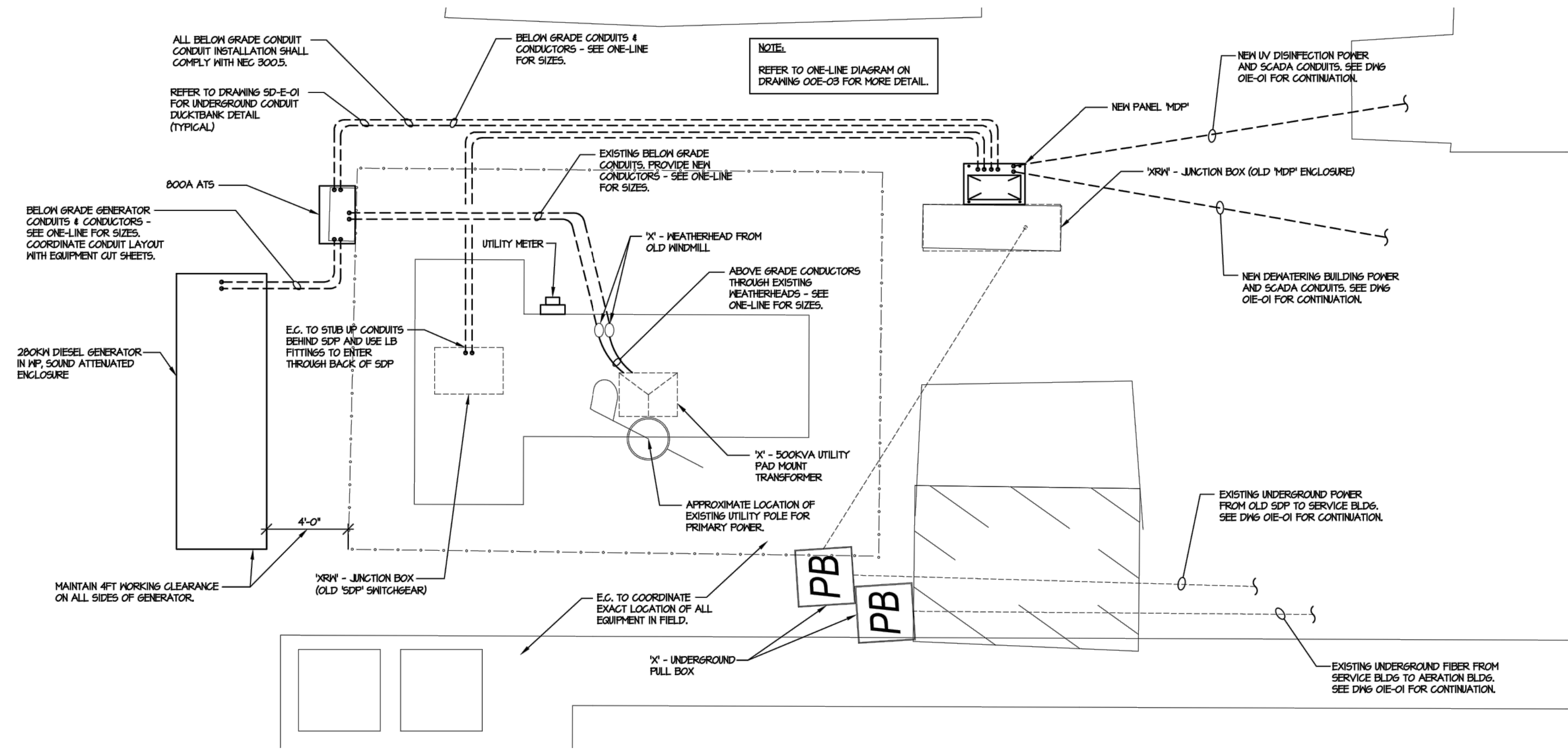
THE CITY OF CONNEAUT
WASTEWATER TREATMENT PLANT
NFA IMPROVEMENTS
ASHTABULA COUNTY
CONNEAUT, OHIO

ELECTRICAL - E SERIES
ELECTRICAL SERVICE YARD PLAN

PROJECT NO.	231837
DRAWING NAME	01E-02
SHEET	73A
OF	81



ELECTRICAL SERVICE YARD - DEMOLITION PLAN
SCALE: 1/4" = 1'-0"



ELECTRICAL SERVICE YARD - NEW WORK PLAN
SCALE: 1/4" = 1'-0"