

**CITY OF CORPUS CHRISTI  
ENGINEERING SERVICES  
CHANGE ORDER**



<b>CHANGE ORDER NO:</b> 6	<b>CHANGE ORDER DATE:</b> 2/21/2020
<b>PROJECT:</b> Oso Water Reclamation Plant Headworks & Lift Station	<b>PROJECT NUMBER:</b> E12206
<b>CONTRACTOR:</b> CSA Construction, Inc.	<b>ORIGINAL CONTRACT TIME:</b> 730 CD's
<b>ENGINEER:</b> LNV Engineering	

**Make the following additions, modifications or deletions to the work described in the Contract Documents:**

ADDITIONS		Quantity	Unit	Unit Price		Total
Clarifiers 3 & 4 Traveling Bridges Repair						
1	Contractor - General Conditions	1	LS	\$	113,000.00	\$ 113,000.00
2	Contractor - Installation (2 Clarifiers)	1	LS	\$	198,990.00	\$ 198,990.00
3	Subcontractor - Ovivo	1	LS	\$	766,270.00	\$ 766,270.00
4	Contractor - Labor Burden	1	LS	\$	76,696.00	\$ 76,696.00
5	Sales Tax	1	LS	\$	9,113.78	\$ 9,113.78
6	Overhead & Profit - Contractor Costs (15%)	1	LS	\$	174,610.47	\$ 174,610.47
7	Bond (1%)	1	LS	\$	13,386.80	\$ 13,386.80
8	Crane Rail Base Plate Replacement	1	LS	\$	45,000.00	\$ 45,000.00
9	Electrical Allowance	1	LS	\$	30,000.00	\$ 30,000.00
10	Concrete/Grout Repair Allowance	1	LS	\$	50,000.00	\$ 50,000.00
				Additions Total:	\$	1,477,067.05
DELETIONS						
none						
1		0	LS	\$	-	\$ -
				Deletions Total:	\$	-
Additional Calendar Days requested		<div>180</div>				
				NET TOTAL OF THIS CHANGE ORDER:	\$	1,477,067.05

**Why was this Change necessary:**

This is to repair two of the four clarifiers on the west treatment train of Oso Water Reclamation Plant (WRP). The scope of work to place the clarifiers back into service includes refurbishment of the traveling bridges, rake blades, and squeegees suspended from the bridges as well as refurbishment of the rail system, scum removal system, and associated electrical work.

*The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change Order.*

Original Contract Amount	\$ 22,865,540.00
Total Change Order Contingency Amount (25%)	\$ 5,716,385.00
Remaining Available Contingency Amount (including this CO)	\$ 3,354,797.70
Previously Approved Change Order Amount	\$ 884,520.25
Proposed Change Order Amount	\$ 1,477,067.05
Revised Contract Amount	\$ 25,227,127.30
Percent of Total Change Orders (including this CO)	10.33%
Original Contract Time for Substantial Completion	730 CD's
Notice to Proceed Date	3/5/2018
Original Substantial Completion Date	3/4/2020
Previously Approved Change Order Time	149 CD's
Additional Time on This Change Order	180 CD's
Revised Contract Time for Substantial Completion	1059 CD's
Revised Substantial Completion Date	1/27/2021

**REVIEWED BY: LNV Engineering**

n/a  
\_\_\_\_\_  
Engineer Date

**REQUESTED BY: CSA Construction, Inc.**

2/25/2020  
\_\_\_\_\_  
George Craig Date  
Project Manager

**CITY OF CORPUS CHRISTI**

**RECOMMENDED BY:** Digitally signed by Brett Van Hazel  
Date: 2020.02.25 16:00:47 -06'00'  
\_\_\_\_\_  
Brett Van Hazel Date  
Construction Engineer

**FUND:** 4257-064  
**ACCOUNT:** 550910  
**ACTIVITY:** E12206-01-4257-EXP  
**AMOUNT:** \$1,477,067.05

n/a
n/a
n/a
n/a

**RECOMMENDED BY:**   
\_\_\_\_\_  
Jeff H. Edmonds Date  
Director of Engineering Services

**APPROVED BY:**   
\_\_\_\_\_  
Michael Rodriguez Date  
Chief of Staff

**RECOMMENDED BY:**   
\_\_\_\_\_  
Eddie Houlihan, Director Date  
Management and Budget

**APPROVED AS TO FORM:**   
\_\_\_\_\_  
Kent McIllyar Date  
Assistant City Attorney



## **CSA Construction, Inc. / General Contractors**

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713/686-8868 Phone  
713/686-8889 Fax

2314 McAllister Road  
Houston, Texas 77092

Project: Oso Water Reclamation Plant Headworks & Lift Station  
Owner: City of Corpus Christi, Texas  
Owner's Project #: E12206  
Engineer: LNV, Inc.  
Contractor: CSA Construction, Inc.  
Contractor Project #: 1801  
Prepared By: George Craig

Date: February 20, 2020

Clarifiers 3 & 4 Traveling Bridges Repair Change Order

Please see the attached pricing sheet and scope/proposal from Ovivo.

### **Clarifications**

1. We assume plant staff will assist in draining the existing clarifiers. Should any existing remaining water be left, we will assist by providing pumps to pump it out to a location near these existing clarifiers.
2. We assume each clarifier can be properly isolated. We understand that some leakage may occur from existing gates. We will control minor leakage by use of pumps. Should existing gates not function, additional costs may be necessary for temporary bulkheads/plugs, etc.
3. A unit price/allowance has been included in case existing rails base plates are not straight and parallel. This allowance will include removal and replacement of existing plates, anchors and grout, if needed.
4. No electrical drawings are provided. Due to time constraints, we have provided an allowance for electrical work based on our best judgement.
5. Allowance has been included for any repairs to concrete structures and for repairs or new grouting of the existing clarifier floors.
6. CSA requests an additional 180 days for this work. We will strive to complete this work as soon as possible and as soon as we granted approval.

### **Exclusions**

1. Bypass pumping of any kind.
2. Plugging of existing piping or temporary bulkheads of any kind
3. Painting or concrete coatings of any kind
4. New Handrails, if existing handrails need to be removed for our work, we will reinstall.
5. RAS piping

Sincerely,  
George Craig  
Project Manager  
CSA Construction, Inc.

E12206  
Oso Water Reclamation Plant Headworks & Lift Station  
CSA Construction, Inc.  
Change Order No. 6

Item	Description	Labor	Taxable Sub/Matr	Exempt Sub/Matr	Total	Vendor
1	General Conditions	\$ 49,650.00	\$ 59,950.00	\$ 3,400.00	\$ 113,000.00	CSA
	Supervision	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	
	Crane Operator	\$ 24,600.00	\$ -	\$ -	\$ 24,600.00	
	Equipment Delivery Costs	\$ 1,000.00	\$ 2,000.00	\$ -	\$ 3,000.00	
	Safety	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 12,000.00	
	Rough Hardware	\$ -	\$ -	\$ 2,400.00	\$ 2,400.00	
	40 Ton Crawler Crane	\$ -	\$ 12,750.00	\$ -	\$ 12,750.00	
	100 Ton Crawler Crane	\$ -	\$ 27,000.00	\$ -	\$ 27,000.00	
	Crane Labor	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00	
	Welding Supplies	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	
	Misc. Equipment	\$ -	\$ 10,700.00	\$ -	\$ 10,700.00	
	Layout & Engineering	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 2,500.00	
	Area Clean-Up	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	
2	Installation (2 Clarifiers)	\$ 142,090.00	\$ 50,520.00	\$ 6,380.00	\$ 198,990.00	CSA
	End Truck Replacement	\$ 16,100.00	\$ 10,780.00	\$ 1,200.00	\$ 28,080.00	
	Pipe Skimmers	\$ 11,200.00	\$ 4,080.00	\$ 2,400.00	\$ 17,680.00	
	Trough Supports	\$ 4,750.00	\$ 2,500.00	\$ -	\$ 7,250.00	
	Hydraulic Power Packs	\$ 10,270.00	\$ 3,520.00	\$ 1,000.00	\$ 14,790.00	
	Basin 4 Support Clips	\$ 3,300.00	\$ 1,600.00	\$ 400.00	\$ 5,300.00	
	Squeegees	\$ 3,600.00	\$ 1,240.00	\$ 280.00	\$ 5,120.00	
	Bridge Mount Skimmer	\$ 3,200.00	\$ 1,600.00	\$ -	\$ 4,800.00	
	Scum Baffle Clips	\$ 12,000.00	\$ 3,760.00	\$ 400.00	\$ 16,160.00	
	Weir Plates	\$ 3,200.00	\$ 600.00	\$ 100.00	\$ 3,900.00	
	Scum Spray System	\$ 6,270.00	\$ 1,960.00	\$ 200.00	\$ 8,430.00	
	Crane Rails	\$ 64,700.00	\$ 11,880.00	\$ 400.00	\$ 76,980.00	
	Misc. Items	\$ 3,500.00	\$ 7,000.00	\$ -	\$ 10,500.00	
3	Ovivo - Materials	\$ -	\$ -	\$ 766,270.00	\$ 766,270.00	Ovivo
	(2) Traveling Bridge Sludge Collectors: Bridge Carriage Trucks, Anti-Derail Protection, Drive System, Surface Skimming, Slotted Pipe Skimmers, Scum Baffle Clips, Sludge Collection, Inlet Weir, Knee Brace Supports, Control Panel, Rails					
		\$ 191,740.00	\$ 110,470.00	\$ 776,050.00	\$ 1,078,260.00	
	40% Labor Burden	\$ 76,696.00	-	-	\$ 76,696.00	
	8.25% Sales Tax	-	\$ 9,113.78	-	\$ 9,113.78	
	15% Contractor Markup on Direct Cost	\$ 40,265.40	\$ 17,937.57	\$ 116,407.50	\$ 174,610.47	
	1% Bond & Insurance	\$ 3,087.01	\$ 1,375.21	\$ 8,924.58	\$ 13,386.80	
		\$ 311,788.41	\$ 138,896.55	\$ 901,382.08	\$ 1,352,067.04	
	SUBTOTAL CLARIFIER WORK:					\$ 1,352,067.05
		Qty.	Unit	Price	Total	
4	Crane Rail Base Plate Replacement	40	EA	\$ 1,125.00	\$ 45,000.00	
5*	Electrical Allowance	1	LS	\$ 30,000.00	\$ 30,000.00	
6*	Concrete/Grout Repair Allowance	1	LS	\$ 50,000.00	\$ 50,000.00	
	*costs will be accounted for at the time of billing: itemizations of charges will be billed to the allowance & will include all add-ons (labor burden, overhead & profit, bond, etc.)				Subtotal:	\$ 125,000.00
	TOTAL ALL WORK WITH CRANE BASE PLATE UNIT PRICE:					\$ 1,477,067.05

**RECAP**

SUMMARY OF:

PROJECT:

SHEET:

TAKE OFF BY:

**Clarifier Repair Breakdown****Oso WRP**

1 OF

GCC

DESCRIPTION	Quantity	UNIT	Labor	Taxable Mater.	Exempt Mater.	Total
<b>End Truck Replacement</b>						
Disconnect Hydraulic Lines	8	ea				
Support Undercarriage	4	ea				
Jack-Up/Support Bridge	4	ea				
Remove Existing Trucks	4	ea				
Install New End Trucks	4	ea				
Weld Truck to Bridge	4	ea				
Touch-Ups	4	ea				
Connect New Hydraulic Lines	8	ea				
Remove Temporary Bridge Support	4	ea				
<b>TOTAL END TRUCK REPLACEMENT</b>			16,100	10,780	1,200	28,080
<b>Pipe Skimmers</b>						
Remove Existing Skimmers	8	ea				
Disconnect Scum Piping	4	ls				
Install new Skimmers	8	ea				
Actuator/Stand/Chain	8	ea				
Connect new Skimmer to Existing Scum Piping	4	ls				
<b>TOTAL PIPE SKIMMERS</b>			11,200	4,080	2,400	17,680
<b>Trough Supports</b>						
Temporary Support Trough	10	ea				
Remove Existing Supports	10	ea				
Install New Supports	10	ea				
Remove Temporary Supports	10	ea				
<b>TOTAL TROUGH SUPPORTS</b>			4,750	2,500	0	7,250
<b>Hydraulic Power Packs</b>						
Remove Power Packs	2	ea				
Remove Hydraulic lines	2	ls				
Install new hydraulic tank	2	ea				
Install new power pack	2	ea				
Set Control Panel	2	ea				
New Hydraulic lines	2	ls				
Fill up Hydraulic Tanks	2	ea				
<b>TOTAL HYDRAULIC POWER PACKS</b>			10,270	3,520	1,000	14,790

**Basin 4 Support Clips**

Support rake arm/containment baffle	2	ea				
Remove tabs	8	ea				
Replace Tabs (weld )	8	ea				
<b>TOTAL BASIN 4 SUPPORT CLIPS</b>			3,300	1,600	400	5,300

**Squeegees**

Remove containment baffle for access	8	ea				
Remove existing squeegees	8	ea				
Install new squeegees	8	ea				
Reinstall containment baffle	8	ea				
<b>TOTAL SQUEEGEES</b>			3,600	1,240	280	5,120

**Bridge Mount Skimmer**

Remove Skimmers	8	ea				
<b>TOTAL BRIDGE MOUNT SKIMMER</b>			3,200	1,600	0	4,800

**Scum Baffle Clips**

Remove Existing Clips	400	ea				
Install new clips	400	ea				
Line up old baffles	8	ls				
Caulking/Sealing	8	ls				
<b>TOTAL SCUM BAFFLE CLIPS</b>			12,000	3,760	400	16,160

**Weir Plates**

Remove Existing Weir Plates	4	ea				
Install New Weir Plates	4	ea				
<b>TOTAL WEIR PLATES</b>			3,200	600	100	3,900

**Scum Spray System**

Remove scum spray bars	4	ea				
Install new scum spray bars	4	ea				
Install new spray water pumps	4	ea				
Set Control Panels	2	ea				
Misc. Piping	2	ls				
<b>TOTAL SCUM SPRAY SYSTEM</b>			6,270	1,960	200	8,430

**Crane Rails**

Remove Crane Rails & Clips	780	lf				
Install New Crane Rails & Clips	780	lf				
Rail Splices (assume @ 20' o/c )	39	ea				
Rail Stops (Weld )	8	ea				
<b>TOTAL CRANE RAILS</b>			64,700	11,880	400	76,980

**Misc. Items**

Handle/Load/Haul out Scrap	1	ls				
Asist City with drain out of basins	2	ls				
Asist City with pump out of basins	2	ls				

Start-Up/Testing/Asist Ovivo  
TOTAL MISC. ITEMS

2	Is	3,500	7,000	0	10,500
		-----	-----	-----	-----
		142,090	50,520	6,380	198,990
		Labor	Taxable Mater.	Exempt Mater.	Total

Oso WRP Headworks & Lift Station  
Clarifier Repairs

GENERAL CONDITIONS

Sheet	Items	Quant	Unit	Labor	Material	Exempt Material	TOTAL
	Supervision	1	ls	15,000	0	0	15,000
	Crane Operator	1	ls	24,600	0	0	24,600
	Equipment Delivery Costs	1	ls	1,000	2,000	0	3,000
	Safety	1	ls	6,000	6,000	0	12,000
	Rough Hardware	1	ls	0	0	2,400	2,400
	40 Ton Crawler Crane	1	ls	0	12,750	0	12,750
	100 Ton Crawler Crane	1	ls	0	27,000	0	27,000
	Crane Labor	1	ls	1,050	0	0	1,050
	Welding Supplies	1	ls	0	1,000	0	1,000
	Misc. Equipment	1	ls	0	10,700	0	10,700
	Layout & Engineering	1	ls	1,000	500	1,000	2,500
	Area Clean-Up	1	ls	1,000	0	0	1,000
				49,650	59,950	3,400	113,000



## CORPUS CHRISTI OSO WRP

### EMERGENCY REPAIR OF TRAVELING BRIDGE SLUDGE COLLECTORS 3 & 4

CORPUS CHRISTI, TEXAS

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**PREPARED FOR**  
**LNV INC**

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#### **AREA REPRESENTATIVE**

HRM Environmental LLC  
Brendan J Kelly  
[bkelly@hrmenv.com](mailto:bkelly@hrmenv.com)  
M: 512 903 5444

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#### **NOTE**

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#### **PREPARED BY**

Balasubramaniam Balachandran ("Bala")  
Phone: 512-652-5826  
[bala.balachandran@ovivowater.com](mailto:bala.balachandran@ovivowater.com)  
<http://www.ovivowater.com>

**Ovivo USA, LLC**  
2300 Greenhill Dr. Bldg. #1  
Round Rock, Texas  
78664



**EMERGENCY REPAIR OF TRAVELLING BRIDGE CLARIFIERS 3 & 4**  
**FEBRUARY 20, 2020**

**INTRODUCTION**

**Date:** Feb 20<sup>th</sup>, 2020

**To:** LNV INC

Ovivo USA, LLC is pleased to submit our proposal as requested for the following equipment required on the project indicated above. The existing basins are approximately 56-ft wide x 194-ft long x 15-ft SWD. This proposal is provided for supply of equipment components to rehabilitate Traveling Bridge Sludge Collectors #3 and #4 by the contractor. The items included in the scope of supply for repairs are given in the scope of supply section of this proposal. This proposal, either in its original form or in its "as sold" format, constitutes Ovivo's contractual offer of goods and services in connection with the Project. Please contact Ovivo's sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

HRM Environmental LLC  
Attention: Brendan J Kelly  
Telephone: 512-903-5444  
Email: bkelly@hrmenv.com

**BID PRICING**

ITEM	DESCRIPTION	QUANTITY	PRICE
1.0	Scope of Equipment Components to Rehabilitate Traveling Bridge Sludge Collectors No.3 and No.4.	One (1)	\$766,270

**ALTERNATE ADDER**

ITEM	DESCRIPTION	QUANTITY	PRICE
A	Rail Mounts (adder)	Forty (40)	\$9,000

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This document is confidential and shall remain the sole property of Ovivo. This document may not be reproduced or distributed without prior written approval of Ovivo. The data and information provided is furnished on a restricted basis and is not to be used in any way detrimental to the interests of Ovivo  
THIS BUDGETARY PROPOSAL CONSTITUTES A NON-BINDING ESTIMATE OF PRICE(S) FOR CERTAIN GOODS AND/OR SERVICES THAT MAY BE PROVIDED BY OVIVO USA FROM TIME TO TIME, BUT SHALL NOT BE CONSTRUED AS AN OFFER BY OVIVO USA TO PROVIDE SUCH GOODS AND/OR SERVICES.

## DELIVERY

Ovivo will submit drawings for approval within 8 weeks after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Ovivo intends to deliver all Products 18-20 weeks after receipt of approved drawings from Purchaser. However, the dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

## PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than 45 days after date of this proposal. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FOB surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

## PAYMENT TERMS

Payment terms are:

Ninety percent (90%) net cash upon shipment of major Product items, and  
Ten percent (10%) upon the earlier of (a) Product startup and (b) one hundred eighty (180) days after completion of shipment.

Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

## TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

## BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

## OVIVO SCOPE OF SUPPLY

Ovivo USA, LLC proposes to furnish the following items of equipment for installation by others. The following equipment is based upon our standard engineering practices and details.

### **ITEM 1.0 – SCOPE OF EQUIPMENT COMPONENTS TO REHABILITATE TRAVELING BRIDGE SLUDGE COLLECTORS NO.3 AND NO.4**

Equipment furnished will consist of the items described in the following section for each of the two (2) Travelling Bridge Sludge Collectors, suitable for installation by others in the existing concrete basin structures. The design of the proposed equipment is per Ovivo's standard engineering practices.

- **Bridge Carriage Trucks:** The bridge will be mounted on a fabricated hot dip galvanized steel carriage trucks at each end. The bridge will be bolted to each carriage truck. The carriage truck design will be provided for lubrication of all rotating parts while the bridge is in motion. Each carriage truck is equipped with load bearing wheels. The load bearing wheels will have flame hardened treads. The wheels will be double flanged.
- **Anti-Derail Protection:** Each bridge shall be provided with Ovivo's' proprietary anti-lift, anti-derail protection system. On each wheel truck assembly, there shall be provided precision proximity sensor(s) to sense the running rail. In the event of an obstruction causing a wheel to lift off the track, an emergency shutdown and alarm shall be initiated and an alarm light shall be lit on the control panel. Manual reset of the alarm shall be required before operation can resume.

- **Drive System:** Each bridge will be provided with a central power fluid drive. The entire system shall be amply sized to meet all the anticipated load requirements. High pressure flexible hose and stainless steel rigid tube will be provided as required by the fluid drive. The hydraulic reservoir will be complete with two pumps, one for operation and one for standby capable of handling entire system individually. The contractor will mount the drive system in entirety along with the piping and controls on the bridge as per manufacturer's instructions. A new hydraulic control panel for directional control and bridge speed control will be included. Four (4) limit switches per bridge for end of travel and over travel is included. Hydraulic fluid will be provided for startup.
- **Surface skimming:** Scum spray header system shall be provided to push the scum to the slotted pipe skimmers at both ends of the tank. The scum spray system consists of two spray pumps and spray headers which utilize the water from the traveling bridge basin as source water. The water is pumped to one of the two spray headers mounted to the bridge. The submersible pumps are suspended from the bridge structure within a well/perforated basket to be installed by the Contractor between 2 and 4 feet below the average basin water surface. One set of motor starters and control for the spray pumps is included.
- **Slotted Pipe skimmers:** The skimmers shall consist of 12" diameter, type 316 stainless steel pipe that has been slotted to form a skimming weir, and is mounted in bearing supports, including a stainless steel chain and gear reducer. The pipe skimmer is rotated by a handwheel operator. A total of four (4) manual operation type of skimmers per travelling bridge tank shall be provided. The slotted pipe skimmers will be mounted in UHMW bearings at each end. Discharge end of the skimmers will be complete with a drop box to be mounted to the existing scum discharge pipe by the Contractor.
- **Scum baffle clips:** Stainless steel type 316, scum baffle clips or "Z" clips for supporting the scum baffles will be provided to replace all the FRP scum baffle clips in each basin along with the required fasteners.
- **Sludge collection:** New adjustable flight supports tabs fabricated from stainless steel type 304 to replace the existing carbon steel mounting clips on the adjustable containment baffle in Traveling Bridge Basin No.4 will be provided. New neoprene squeegees to replace damaged squeegees on the existing containment baffles will be provided along with required stainless steel backing clamps and fasteners for the installation of neoprene squeegees.
- **Inlet weir:** New inlet weirs, type 316 stainless steel, will be provided. The new weirs will not be adjustable after initial setting.
- **Knee brace supports:** New carbon steel hot dip galvanized knee brace supports for the existing effluent launders to replace any corroded knee brace supports shall be provided. The maximum number of such replacements shall not exceed five (5) per clarifier.
- **Control panel:** The controls for pumps, limit switches and proximity switches will be tied to the existing control panel. The existing control panel will be rewired to accommodate the added derail sensors and scum spray pumps.
- **Rails:** The running rails are a standard unpainted A.S.C.E. section, 60 lb. per yard. Running rail will be furnished complete with all necessary stops, rail joint bars and rail clips. Rails to be mounted on to the existing sleeper plates by the contractor.

**ALTERNATE ADDER: ITEM A**

- **Rail Mounts:** Ovivo shall provide forty (40) sets of rail mounts with epoxy anchors (4 ea.) w/washers, levelling nuts, rail clips, and base plates in case Contractor needs to install rail mounts between existing locations.
- **Protective Coatings:**
  - Drive components and control panels shall receive original manufacturers' standard enamel finish coatings.
  - Stainless steel and aluminum shall not be painted.
  - All submerged components shall be stainless steel unless noted otherwise.
  - Rail – no coating
- **Field Services:**
  - One lot of Ovivo Field Services to assist Owner's staff, consultants and contractors in the various aspects of installation, check-out, testing, operator and maintenance instruction and start-up. Ovivo estimates 11 days on site are reasonable in total.

Service	Number of Trips	Number of Days/Trip
Pre-Installation meeting with Contractor	1	1
Installation supervision at TBSC Tank No. 3	1	2
Installation supervision at TBSC Tank No. 4	1	2
Testing and Startup at TBSC Tank No. 3	1	2
Testing and Startup at TBSC Tank No. 4	1	2
Panel Modification TBSC Tank No.3	1	1
Panel Modification TBSC Tank No.4	1	1

- **EXCLUSIONS FROM SELLER'S SCOPE OF SUPPLY**
  - Undercarriage mechanism.
  - All civil works, tank, foundations or design thereof.
  - Lubrication or the supply of lubricants.
  - On-site electrical or mechanical assembly of any kind.
  - Spare parts, tools, adhesive or lubricating oils and greases, except as shown in scope of supply.
  - Field assembly, Field painting or touch-up paint.
  - Any piping, ladders, walkways, handrails and grating other than specified.
  - Electrical site work, any interconnecting wire, conduit or wire harnesses between motors and control panels, except as noted above.
  - Motor starters, VFD's, or control panels except as noted herein.
  - Loading, offloading, site storage, installation, or touch-up painting.
  - Rail sleepers, anchors, rail clips and fasteners except as noted herein.

- Knee braces for the effluent launders except as noted herein.
- Weirs, troughs and baffles.
- Conductor bar or festoon system
- Field measurements of the existing equipment and tanks

### **PURCHASE ORDER SUBMISSION**

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Esther Saler  
Ovivo USA, LLC  
2404 Rutland Drive  
Austin, TX 78758  
Esther.Saler@ovivowater.com  
Fax #: 512-834-6039  
Tel. #: 512-834-6009

### **ADDITIONAL FIELD SERVICE**

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

### **SURFACE PREPARATION AND PAINTING GENERAL INFORMATION**

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service



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 erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

### **GENERAL ITEMS NOT INCLUDED**

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

### **MANUALS**

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

### **WARRANTY AND CONDITIONS**

Ovivo standard Terms and Conditions of Sale are attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.



**CONFIDENTIALITY**

The contents of this proposal are confidential and shall be used by Purchaser and/or Owner only for the purpose of evaluating Ovivo's offer of goods and services in connection with the Project. Purchaser/Owner shall not disclose the contents of this proposal to any third party without the prior written consent of Ovivo.

Very truly yours,

Ovivo USA, LLC

**Balasubramaniam Balachandran ("Bala")**  
Product Manager, Solids Separation & Reuse

Attachment:  
Ovivo Standard Terms and Conditions

## TERMS AND CONDITIONS

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This document is confidential and shall remain the sole property of Ovivo. This document may not be reproduced or distributed without prior written approval of Ovivo. The data and information provided is furnished on a restricted basis and is not to be used in any way detrimental to the interests of Ovivo

THIS BUDGETARY PROPOSAL CONSTITUTES A NON-BINDING ESTIMATE OF PRICE(S) FOR CERTAIN GOODS AND/OR SERVICES THAT MAY BE PROVIDED BY OVIVO USA FROM TIME TO TIME, BUT SHALL NOT BE CONSTRUED AS AN OFFER BY OVIVO USA TO PROVIDE SUCH GOODS AND/OR SERVICES.



Worldwide Experts in Water Treatment

## Terms & Conditions of Sale

**1. ACCEPTANCE.** The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

**2. DELIVERY.** Any statements relating to the date of shipment of the Products (as defined below) represent SELLER'S best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

**3. TITLE AND RISK OF LOSS.** SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

**4. PAYMENT TERMS.** SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER. .

**5. TAXES.** Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER'S account.

**6. MECHANICAL WARRANTY.** Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER'S job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER'S prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER'S design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

**7. CONFIDENTIAL INFORMATION.** All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER'S prior written consent.

**8. PAINTING.** The Products shall be painted in accordance with SELLER'S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

**9. DRAWINGS AND TECHNICAL DOCUMENTATION.** When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

**10. SET OFF.** This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

**11. SOFTWARE.** PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

**12. PATENT INDEMNITY.** SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

**13. GENERAL INDEMNITY.** Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER's negligence or willful misconduct in connection with this Agreement.

**14. DEFAULT, TERMINATION.** In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

**15. CANCELLATION.** PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

**16. REMEDIES.** The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

**17. INSPECTION.** PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

**18. WAIVER.** Any failure by SELLER to enforce PURCHASER'S strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**19. COMPLIANCE WITH LAWS.** If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

**20. FORCE MAJEURE.** If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER'S notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER'S subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER'S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

**21. INDEPENDENT CONTRACTOR.** It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

**22. SEVERABILITY.** Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

**23. CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Travis County, Texas.

**24. ASSIGNMENT.** PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

**25. LIMITATION ON LIABILITY.** TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.