

ADDENDUM NO. 1

WASTEWATER TREATMENT IMPROVEMENTS PROJECT Morning Sun, Iowa

Bids Due and Opened: 4:00 PM, February 19, 2025

City Clerk
11 East Division St.
PO Box 426
Morning Sun, IA 52640-0073
(319) 868-7936

The Plans and Specifications prepared for this project are hereby modified, amended or clarified as follows:

A. CONTRACT DOCUMENTS:

1. Replace the original **FORM OF PROPOSAL** in its entirety with the enclosed, **REVISED FORM OF PROPOSAL #1**. Contractors will use the enclosed “**REVISED FORM OF PROPOSAL #1**” to submit bids.
 - a. Item #3 should read ‘Topsoil, Strip, Salvage and Respread’ as shown on the Construction Plans. The units and quantity are correct.
 - b. ADD Item #66 **Mobilization, Lump Sum**.
2. Clarification of Bid Item #9 - Building Construction, Complete: The building is intended to be an insulated stick-frame building with metal siding and roof, as shown on the construction plans.

B. SPECIFICATIONS:

1. Add attached Specification 23 0070 HVAC Equipment. Specification 23 0070 was inadvertently omitted from the specification book.
2. Delete paragraph 1.08 C of Specification 19500. Shear gate valves are included in Items #28 and #31, per Estimate Reference Information on sheet A3.1 of the Construction Plans.
3. Delete Paragraph 3.02 of Specification 23 1123. The referenced specification refers to equipment provided by the designated gas utility installer.

C. OTHER

1. Attached is the equipment quote from TriplePoint Environmental for the two specified equipment packages. It contains the list of the equipment, services being provided, and payment terms offered.

2. Contact information for utilities:

Electric: Eastern Iowa REC, 855-938-3616

Telephone: Mutual Telephone Company of Morning Sun, 319-868-7636

3. Construction Staking and Material Testing:

a. Construction staking will be performed by Hart-Frederick Consultants as an agent of the City of Morning Sun. All structures will be staked once. Excessive retaking may be billed to the Contractor at our normal rates.

b. Compaction testing will be provided by Terracon as an agent of Hart-Frederick Consultants and the City of Morning Sun.

c. Sampling and testing of concrete will be provided by Hart-Frederick Consultants as an agent of the City of Morning Sun.

D. VALIDITY OF BID:

PLEASE NOTE:

In order for the Bid to be valid, the receipt of Addendum No. 1 must be acknowledged in the appropriate space on the "**REVISED FORM OF PROPOSAL #1**".



Benjamin A. Carhoff, P.E.

Iowa Registration No. 19939

My license renewal date is December 31, 2025

February 3, 2025

Date

**Wastewater Treatment Improvements Project
Morning Sun, Iowa**

REVISED FORM OF PROPOSAL #1

NOTE TO BIDDERS: Please do not use the Form of Proposal included in the bound volume of the specifications. Separate copies of this proposal will be furnished to bidders upon application to the Engineer.

BID DUE DATE: February 19, 2025 @ 4:00 PM

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

TO: ATTN: Morning Sun City Clerk
Morning Sun City Hall
11 East Division St., PO Box 426
Morning Sun, IA 52640-0073
Phone # (319) 868-7936

LADIES AND GENTLEMEN:

A. The undersigned bidder, having examined the plans, specifications, addenda (if applicable), Instructions to Bidders, the location and sites of proposed work, the nature of the work to be done, extent and conditions of existing structures affecting, or affected by the proposed work, and being fully advised as to the extent and character of the work and all existing local conditions, relative to construction difficulties, hazards, labor transportation, hauling, trucking, plant sites, and other factors affected by or affecting this proposal as outlined in the specifications and plans, and ADDENDA (if applicable). The undersigned bidder hereby acknowledges of receipt of any and all Addenda (if applicable) that may have been issued. _____

HEREBY PROPOSES to furnish all materials, and equipment; and to perform all necessary labor required for the complete **Wastewater Treatment Improvements Project, Morning Sun, Iowa** and all items incidental thereto and to perform all work in accordance with the plans and specifications for said project, including all items of expense and profit.

- B. We further propose:
1. To do all extra work which may be required to complete the work contemplated at unit price or lump sums, to be agreed upon prior to starting such work.
 2. To execute the "Form of Contract" within ten (10) calendar days following written "Notice HFC#18212.43

of Award".

3. To complete all work prior to November 1, 2026.

- C. The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person bidding on the work.
- D. The Bidder has obtained and is familiar with the Statewide Urban Design and Specifications (SUDAS), 2019 Edition (or current revision).
- E. The undersigned bidder states that this proposal is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of his proposal and the Contract Documents prepared by Hart-Frederick Consultants P.C., the provisions of the latter shall prevail.
- F. The BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum. All contemplated work shall be included in the following Bid Items and no other compensation will be allotted the Contractor. BIDS shall NOT include sales tax and all other applicable taxes and fees, as the City expects the Contractor to obtain the Sales Tax Exemption from the City.
- G. The Bidder accepts the provisions of the Contract as to Liquidated Damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Contract.
- H. The Bidder acknowledges that estimated quantities are not guaranteed, and solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. Items marked by “ * “ are for the purposed of establishing BID Prices only. These items may or may not be incorporated into the Work as warranted by site conditions and as determined by the Engineer.
- I. The undersigned bidder certifies that a representative of the Bidder has attended the scheduled pre-bid meeting/inspection or has conducted an independent inspection of the water tower as indicated herein: _____ Pre-Bid Meeting, _____ Independent Inspection, _____ neither.

BID SCHEDULE

ITEM	SPEC.	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
1		Excavation, Class 10	CY	\$	8828.7	\$
2		Excavation Class 10, Contractor Furnished	CY	\$	8875.9	\$
3		Topsoil, Strip, Salvage and Respread	CY	\$	2997.0	\$
4		Bentonite Soil Seal	CY	\$	2134.0	\$
5		Sludge Removal	Dry Ton	\$	400.0	\$
6		Sludge Testing, Analysis and Report	LS	\$	1.0	\$
7		Excavation, Class 20, Structures	CY	\$	2442.7	\$
8		Structural Backfill	CY	\$	1723.0	\$

9		Building Construction, Complete	LS	\$	1.0	\$
10		Building Plumbing, Complete	LS	\$	1.0	\$
11		Site Electrical Systems, Complete	LS	\$	1.0	\$
12		Natural Gas Service Piping, Complete	LS	\$	1.0	\$
13		Emergency Standby Generator	LS	\$	1.0	\$
14		Lagoon Aeration Equipment Package	LS	LS	LS	\$ 244,280.00
15		Lagoon Aeration Equipment Installation	LS	\$	1.0	\$
16		Nitrox Reactor Equipment Package	LS	LS	LS	\$ 835,620.00
17		Nitrox Reactor Equipment Installation	LS	\$	1.0	\$
18		Site Piping, Treatment, Trenched, DIP, 12-Inch	LF	\$	755.0	\$
19		Site Piping, Treatment, Fittings, DIP, 12-Inch	EACH	\$	24.0	\$
20		Plug Valve, 12-Inch	EACH	\$	1.0	\$
21		Site Piping, Lagoon Aeration Header and Fittings	LS	\$	1.0	\$
22		Site Piping, Nitrox Aeration Header and Fittings	LS	\$	1.0	\$
23		Site Piping, Nitrox Heating System and Fittings	LS	\$	1.0	\$
24		Cast-In-Place Concrete	CY	\$	343.8	\$
25		Reinforcing Steel	LBS	\$	59,213.7	\$
26		Influent Structure, Per Plan	EACH	\$	2.0	\$
27		Flow Reintegration Structure, Per Plan	EACH	\$	1.0	\$
28		Primary Control Structure (Equipment/Hardware Installation)	LS	\$	1.0	\$
29		Screen Structure (Equipment/Hardware Installation)	LS	\$	1.0	\$
30		Flow Division Structure (Equipment/Hardware Installation)	LS	\$	1.0	\$
31		Quiescent Controls Structure (Equipment/Hardware Installation)	LS	\$	1.0	\$
32		Valve/Meter Structure, Per Plan	EACH	\$	3.0	\$
33		Flow Meter, Electromagnetic	EACH	\$	2.0	\$
34		Effluent Gravity Sewer, Trenched, DIP, 12-Inch	LF	\$	613.0	\$
35		Effluent Sewer Manhole	EACH	\$	2.0	\$
36		Connection to Existing Manhole	EACH	\$	1.0	\$
37		Service Watermain, C-900 PVC, 4-Inch	LF	\$	2027.0	\$
38		Watermain Fittings DIP, 4-INCH	EACH	\$	1.0	\$
39		Flushing Hydrant	EACH	\$	1.0	\$
40		Tapping Valve, 4-Inch	EACH	\$	1.0	\$
41		Gate Valve, MJ, 4-Inch	EACH	\$	1.0	\$
42		Service Stub, Type K Copper, 1-Inch	EACH	\$	315.0	\$
43		Curbsstop, 1-Inch	EACH	\$	2.0	\$
44		Yard Hydrant	EACH	\$	1.0	\$
45		Granular Surfacing, Class A Roadstone	TON	\$	1520.0	\$
46		Subdrain, Perf. PE 6-Inch Dia.	LF	\$	2238.0	\$
47		Culvert, CMP, 24-Inch Dia.	LF	\$	126.0	\$
48		Pipe Apron, Metal, 24-Inch Dia.	EACH	\$	4.0	\$
49		Bollard, Per Plan	EACH	\$	3.0	\$
50		Forcemain Conflict	EACH	\$	4.0	\$

HFC#18212.43

51		Relocate Forcemain Valve	EACH	\$	1.0	\$
52		Slope Protection, Wood Excelsior Mat	SQ	\$	908.3	\$
53		Slope Protection, Macadan Stone Or 'Flexamat'	SY	\$	6672.0	\$
54		'ScourStop' Flow Transition Mat	SF	\$	256.0	\$
55		Silt Fence, Installation	LF	\$	780.0	\$
56		Silt Fence, Removal of Sediment	LF	\$	780.0	\$
57		Silt Fence, Removal of Device	LF	\$	780.0	\$
58		Stabilized Construction Entrance	EACH	\$	1.0	\$
59		Silt Basin	EACH	\$	2.0	\$
60		Seeding, Urban	ACRE	\$	2.3	\$
61		Seeding, Native and Wildflower	ACRE	\$	1.4	\$
62		Fertilizing	ACRE	\$	3.7	\$
63		Mulching	ACRE	\$	3.7	\$
64		Seeding, Stabilizing Crop	ACRE	\$	3.7	\$
65		SWPPP Management	LS	\$	1.0	\$
66		Mobilization	LS	\$	1.0	\$
		Total Bid (Items 1-65)				\$

BID SUBMITTED BY:

(FIRM)

(NAME & TITLE)

(BUSINESS ADDRESS)

(CITY, STATE, ZIP)

(PHONE)

(FAX)

CORPORATE SEAL HERE

PARTNERSHIPS: FURNISH FULL NAME OF ALL PARTNERS

**SECTION 23 0070
HVAC EQUIPMENT**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Exhaust Fan & Control Damper (Blower Building)
- B. Electric Heating Unit (Blower Building)

1.02 DESCRIPTION OF WORK

- A. The Contractor shall provide all heating and ventilation equipment as specified herein and shown on the plans.

- B. Related Work
 - 1. Section 17000 – Building Construction Items
 - 2. Section 17010 – Framing and Sheathing
 - 3. Section 17620 – Flashing and Sheet Metal
 - 4. Section 16000 – Electrical

1.03 SUBMITTALS

- A. Comply with Division 1 – General Provisions and Covenants.
- B. Shop drawings shall be submitted for all equipment.

1.04 SUBSTITUTIONS

Comply with Division 1 – General Provisions and Covenants.

1.05 DELIVERY STORAGE AND HANDLING

Comply with Division 1 – General Provisions and Covenants.

1.06 SCHEDULING AND CONFLICTS

Comply with Division 1 – General Provisions and Covenants.

1.07 SPECIAL REQUIREMENTS

None.

1.08 MEASUREMENT AND PAYMENT

Unless otherwise provided, work in this section is considered incidental to Building Construction and Site Electrical Systems work on this project and will not be measured for payment.

PART 2 - PRODUCTS

2.01 EXHAUST FAN & CONTROL DAMPER (BLOWER BUILDING)

- A. Wall mounted, belt driven, propeller fan with control damper with listed accessories.

- B. Manufacturer: Greenheck, or equal.
- C. Model numbers: Exhaust fan, Model SBE 1H24-3, 115volts, single phase with optional electrical operating damper, aluminum propeller, interior mount. 45-degree Aluminum Weatherhead with insect screen. VCD – 23 Low Leakage Control Damper and Long Wall Housing. Permatector, gray in color, flush exterior w/OSHA guard. Controls to be equipped with rheostat type mechanism for variable speed control, and shall be thermostatically controlled with manual overrides. Furnish with wall housing with guard and motorized low leakage hi-pro polyester coated backdraft damper. All aluminum construction. Intake Damper VCD-23 with FSNF-120 Actuators with LSD-45 Intake Louvers.
- D. Totally enclosed air-over motor.
- E. Pre-lubricated self-aligning ball bearings.
- G. Accessories:
 - 1. Motor operated dampers.
 - 2. Disconnect switch.
 - 3. Belt guard.
 - 4. NEMA 1 toggle switch
 - 5. Intake and exhaust dampers to be furnished with Belimo electronic actuators; synchronized intake/exhaust action suitable for desired control as described.
 - 6. Outside air louver to be furnished with bird-screen and extended sill.
 - 7. Exhaust fan shall be thermostatically controlled with manual overrides.

2.02 ELECTRIC HEATING UNIT (BLOWER BUILDING)

- A. Electric washdown unit heater with built in thermostat 10KW 240V 1-Phase, Markel Model No. H1H5510T w/ wall mounting bracket A5520, or approved equal

PART 3 - EXECUTION

3.01 INSTALLATION

All equipment shall be installed as shown on the plans and specified herein. All installations shall conform to the recommendations of the manufacturer.

3.02 WARRANTY

Manufacturer shall warrant the above equipment to be free of defective material and workmanship for a minimum period of two year from date of acceptance. The manufacturer shall be obligated to furnish and install at no charge to the Owner replacement material items or unit proven defective within this warranty period.

END OF SECTION



Ares Aeration® & NitrOx® Budgetary Quote

Date: 07-02-2024

Project Name: Morning Sun, IA

Project Number: 6266

QUOTE TO:

Matt Streeter
 Engineered Equipment Solutions
 Phone Number: (515) 450-8803
 Email: mstreeter@e-equipmentsolutions.com

PREPARED BY:

Patrick Ingle
 Triplepoint Environmental LLC
 Phone Number: (262) 420-7500
 Email: Patrick.Ingle@lagoons.com

LAGOON AERATION EQUIPMENT

Lagoon Aeration Equipment

- ❖ Designed to treat an average daily flow of 241,300 GPD
- ❖ Designed to supply 485.8-lb of Oxygen per Day.
- ❖ Capable of supplying air at 317.9 SCFM at 5.4 PSI.
- ❖ **Total cost to be provided by representative.**

Standard Package	Quantity	Unit
Ares Aeration Units - Calcs - ARES-750T	14	ea
Spare Diffusers (Commissioning)	2	ea
1.5" Barbed Fittings: Stainless Steel	14	ea
Hose Clamps	62	ea
1.5" Weighted Flexible Tubing	3100	ft
Hose Mender: Stainless Steel	17	ea
1.5" Full Port Ball Valve & Fittings	14	ea
Aeration Manifolds: Stainless Steel	3	ea
Estimated Duty Blower Kaeser 20 HP	1	ea
Estimated Redundant Blower Kaeser 20 HP	1	ea
Blower Spare Parts	1	ea
Control Panel: NEMA 12	1	ea
Project Manuals	3	ea
Installation Supervision	2	Days
Shipping	1	ls

NOT Included: Optional Items

Blower Startup & Training.....\$2,000.

Complete Amphibious Aeration Installation Allowance.....To Be Determined.

NOTE: Due to supply-chain disruptions, pricing and lead-times are highly variable and subject to change. Triplepoint cannot guarantee pricing or delivery until a PO is issued.



Axius Water companies

312.428.4634
lagoons.com



NITRIFICATION EQUIPMENT

NitrOx® Reactor System Equipment:

- ❖ Capable of heating and treating an average daily flow 241,300 GPD.
- ❖ Capable of handling an influent NH3-N up to 11.6 mg/L & BOD of 30.0 mg/L.
- ❖ Capable of producing an effluent NH3-N of 1.0 mg/L in summer and 2.3 mg/L in winter conditions.
- ❖ **Total cost to be provided by representative.**

Standard Package	Quantity	Unit
Ares Aeration Units - ARES-750T	8	ea
Spare Diffusers	2	ea
Guiderails & Retrieval Tether	8	ea
1.5" Barbed Fittings: Stainless Steel	8	ea
Hose Clamps	16	ea
1.5" Weighted Flexible Tubing	200	ft
1.5" Full Port Ball Valve & Fittings	8	ea
Aeration Manifolds: Stainless Steel	2	ea
Estimated Duty Blower - Kaeser 7.5 HP	1	ea
Estimated Redundant Blower - Kaeser 7.5 HP	1	ea
Control Panel: NEMA	1	ea
MBBR Media	24	m3
Media Retention Sieves: Custom Welded	4	ea
Influent Duckbill	4	ea
Insulated Tank Cover	612	sqft
Tank Cover Straps	24	ea
Hilti Bolts	24	ea
Integrated Natural Gas Heater	1	ea
Start Up	2	Days
Shipping	1	LS
YSI D.O. Probe + Controller/Compressor	1	ea
Comissioning	1	ea

NOT Included: Optional Items

- Blower Startup & Training.....\$2,000.
- Blower Header System.....To Be Determined.
- Real-Time Monitoring: DO/Temperature Probe.....To Be Determined.

NOTE: Due to supply-chain disruptions, pricing and lead-times are highly variable and subject to change. Triplepoint cannot guarantee pricing or delivery until a PO is issued.

TERMS & CONDITIONS

Scope of Supply

Triplepoint ("Company") will supply all process expertise and equipment as part of this quote. The customer is responsible for the costs associated with the installation and infrastructure needed, including the concrete tanks, pumps (if required), operations building (as needed), and any influent/effluent/connecting piping that may be necessary.

Acceptance

These terms and conditions of sale supersede all previous editions—and may be updated from time to time as posted to the Triplepoint website—and apply to all documents made and orders accepted by Triplepoint. Acceptance of the Goods by the Purchaser is acknowledgement of acceptance of the most recent Triplepoint terms and conditions of sale. No order for Triplepoint's products or services shall be binding upon Triplepoint until accepted in writing by an authorized official of Triplepoint or by shipment or other performance of such order. Any order shall be subject to these terms and conditions, which in concert with any supply contract shall constitute the entire agreement between the parties, and acceptance shall be expressly conditioned on assent to such terms and conditions by Purchaser, which assent shall be deemed given unless Purchaser shall expressly notify Triplepoint to the contrary within five (5) days after receipt of any acknowledgment of order. No understandings or agreements which differ from, modify, or add to these terms and conditions and no additions, deletions, or modifications proposed by Purchaser in its printed forms or otherwise shall bind Triplepoint regardless of whether or not such understandings, agreements, additions, deletions, or modifications would materially alter the terms hereof, unless made in writing and signed by both parties. All purchase orders or contracts must be approved and accepted by Triplepoint. Stenographic and clerical errors are subject to correction.

Cancellation, Suspension, or Returns

No accepted offer may be cancelled or altered by Purchaser except upon terms and conditions accepted by Triplepoint in writing, and no changes to this document will be binding unless set forth in writing and manually signed by Triplepoint. This offer may be revoked by Triplepoint at any time before it is accepted by Purchaser and will automatically expire thirty (30) calendar days after its date if Purchaser has not accepted it before then. Neither Purchaser of this offer nor any conduct by Triplepoint (including but not limited to shipment of Goods) will oblige Triplepoint to sell to Purchaser any quantity of Goods in excess of the quantity that Purchaser has committed to purchase from Triplepoint at the time of such acceptance or conduct. Requests to cancel, suspend, or return a PO or portion thereof shall not be accepted without prior written approval from Company. All Goods returned to Company must be in full containers or cases, unopened and in the same conditions as when delivered. All costs to return are borne by the Purchaser and a fifteen percent (15%) fee may be charged at Company's option. Costs incurred by Company of all work completed, or Goods purchased in execution of Purchaser PO at time of approved cancellation will be responsibility of Purchaser. The Purchaser shall indemnify the Company against any loss related to cancellation, suspension, or returns.

Payment Terms

The quote in this proposal remains valid for a period of 15 days. Except as otherwise agreed by Parties on the Purchase Order, fifty percent (50%) is due upon contract acceptance, forty percent (40%) is due upon offer to ship, and the final ten percent (10%) is due upon startup by Triplepoint's personnel.

Net 30 days. Amounts past due are subject to a service charge of 1.5% per month, 18% per annum, on the unpaid balance. The Company reserves the right, among other remedies, to delay or suspend further shipments or require full or partial cash payment in advance until all sums due have been paid. Purchaser shall be liable for all costs and expenses incurred by the Company in collecting any overdue amounts, including without limitation reasonable attorneys' fees. Any pro-rata payments required hereunder shall be made as shipments are made.

A 3.5% processing fee will be added to payments made by credit card.

Credit Approval

All payment terms set forth in this document are subject to Company's approval of Purchaser's credit, at Company's discretion; if such approval is withheld, payment will be due in advance of Company's performance. Performance of any contract by the Company is contingent upon Purchaser credit approval. Credit may be waived in lieu of a project materials payment bond. A materials payment bond supplied to the Project Owner or Engineer by the Purchaser is acceptable. Triplepoint reserves the right to hold shipment on delinquent accounts.

Material Cost Escalation

If at any time the cost of materials quoted here significantly increases, through no fault of Triplepoint, the price shall be equitably adjusted by an amount reasonably necessary to cover any such increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding five percent (5%) experienced by Triplepoint either before or after a PO is issued. Such increase in material costs may be documented by quotes, invoices, or receipts. Where the delivery of materials is delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Currency & Taxes

Unless otherwise noted, all quotes are in United States dollars. This price does not include local taxes and/or duty fees/taxes. Sales tax exemption certificate must be submitted when applicable. All non-exempt taxes will be self-assessed and payable by the customer to the local tax authority.

Design Limitations

The preliminary design(s) presented in this document were calculated with information provided at the time of proposal request. The design is only as good as the information provided. If incorrect or incomplete data was provided, assumptions have been made in order to develop the finished design. Prior to product installation, design properties and considerations must be reviewed and validated by the purchasing parties.

Delivery; Storage

Unless otherwise agreed to by Company in writing, all shipments are EXW Company's warehouse. Regardless of shipping terms or freight payment, Purchaser will bear all risk of loss or damage in transit. Company reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment will not relieve Purchaser of its obligations to accept remaining deliveries.

Shipping dates are estimates only and are subject to Company's lead time policy. Company shall make all reasonable efforts to have Goods delivered to Purchaser on or about the date or within the time frame of the Order, but Company shall not be liable for any failure or delay in delivery for any reason. Statements as to expected date of hardware shipment represent the Company's best judgment, but shipment on those dates is not guaranteed. The Company will endeavor to meet the scheduled date(s) but cannot be held responsible for its failure to do so for causes beyond its reasonable control and in no event shall it be liable for any loss or damage resulting from its failure to deliver within the time specified herein. The Purchaser hereby waives all claims to damages caused by delay in shipment or delivery of hardware. Great care is taken in packing Company's Product. Company cannot be held responsible for damage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by Purchaser to the carrier.

Purchase orders issued by Purchaser and placed with Company are irrevocable and Purchaser is contractually obliged to take delivery and pay for all Goods ordered and supplied or made available by Company pursuant to such purchase order. If the Company does not receive forwarding instructions sufficient to enable it to dispatch Goods within fourteen (14) days after notice to Purchaser that such Goods are ready, Purchaser shall be deemed to have taken delivery from such dates and Company will store all items at Purchaser's risk and expense, and will invoice Purchaser for any remaining unbilled contract price plus one-half percent (½%) of the total contract price for each month the shipment is delayed and a fee of One Hundred Dollars (\$100.00) per day for storage and maintenance. Unless otherwise agreed upon by the parties in writing, if Purchaser does not accept delivery or collect Goods from Company when made available at the agreed delivery point in accordance with the Contract, Purchaser also will reimburse Company for any demurrage, transport, or futile delivery costs incurred by Company.

Installation Supervision

If included, a Triplepoint certified project manager will provide supervision of installation, inspection, testing, training, and startup for a minimum of two (2) days during installation.

Force Majeure

Shipments or deliveries may be totally or partially suspended or delayed by Company during any period in which the Company may be prevented or hindered from manufacture, delivery, or supply through any circumstances outside Company's reasonable control or where manufacturing, delivery, or supply is rendered materially more expensive by such circumstances.

Circumstances beyond Company's reasonable controls shall include but are not limited to governmental regulation, flood, wind, labor disputes, accident, power or water shortage, accidents or breakdowns or failures of plant or machinery, transportation, fires, strikes, war, reduced supply of fuel or raw materials, embargo, riot, act of God, or any other cause or causes, whether of like or different nature, beyond the reasonable control of Company. Company shall not incur any liability to Purchaser in respect to such suspension or delays. Purchaser shall bear any costs incidental to Purchaser's delay or failure in acceptance of Product or any other performance.

Inspection

Purchaser shall promptly examine the Goods for any damage or shortage or failure of the Goods to comply with the Company's standard sales specifications or the specifications contained in or referenced in the Contract. Claims will not be allowed unless written notice specifying the nature and extent of the defect, damage, or shortage is received in the Company's office within fourteen (14) days from unloading—unless the defect, damage, or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product; then the fourteen (14) days will begin from the date of commencement of assembly and/or erection. All claims for damage in shipment, or shortage of Goods received, shall be deemed waived unless made in writing and received by Company.

Limits of Liability

To the extent permitted by law and notwithstanding any provision to the contrary in the contract, in no event shall Company be liable and Purchaser waives all claims against Company for consequential, incidental, indirect, exemplary, punitive, or special damages, whether or not based upon Company's negligence or breach of warranty or strict liability in tort or any other cause of action arising, directly or indirectly, in respect to the product or services covered hereunder, or the use or failure thereof, including, but not limited to, damages for loss of production, loss of profits, loss of business revenues, loss of capital, failure to realize expected profits or savings, overhead costs, loss by reason of service interruption or increased expense of operation, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements or to other third parties, other economic losses, or injury to persons or property. In any event, Company's maximum liability shall be limited to repair or replacement of parts but shall not exceed fifteen percent (15%) of the purchase price of the product(s) and services furnished by Company hereunder that gave rise to any liability. The provisions of this paragraph shall survive the expiration or termination of this agreement. This disclaimer shall remain in full force and effect even in the event that Purchaser's sole and exclusive remedy shall fail of its essential purpose.

Indemnification

Purchaser will indemnify and hold harmless Company from and against any and all losses, liabilities, damages, and expenses (including but not limited to Attorney's Fees and other costs of defense) that Company may incur as a result of any claim, other than a claim for the remedies provided for in the Triplepoint standard warranty, by Purchaser or Purchaser's customers or by any third party arising out of or relating to the goods or services sold hereunder, including but not limited to any such claim based upon the negligence of Company in designing, manufacturing, performing and/or selling such goods or services, unless such losses, liabilities, damages, or expenses are ultimately determined to be attributable solely to the willful misconduct of Seller.

Insurance

The Purchaser agrees to provide and maintain for the benefit of the Company adequate insurance for the equipment herein specified from the time of its shipment from Triplepoint until paid for in full and the Purchaser agrees to assume all loss over and above that compensated for by such insurance. The Purchaser shall procure and pay for all public liability insurance during the installation of any Triplepoint provided equipment.

Attorney Fees

For any suits brought or retainage paid to attorneys to collect any part of the purchase price or to enforce any provision herein, the Purchaser will pay Triplepoint attorney fees and related expenses including an administrative fee equal to the attorney fees.

Bankruptcy, Receivership, or Insolvency Proceedings

Should bankruptcy, receivership, or insolvency proceedings be instituted by or against the Purchaser or should the Purchaser make an assignment in favor of creditors, the unpaid balance of the purchase price shall immediately become due and payable at the option of the Company. Notwithstanding other arrangements to the contrary, the Company shall be free to enter premises where equipment for which the Company has not been fully paid may be located and remove said equipment as its

property without prejudice to any further claims on amounts of damage which the Company may suffer from any cause.

Governing Law

Any document for equipment supply made by the Company as well as any contract between the Company and the Purchaser are deemed to be executed in Colorado, USA, subject to correction for typographical or mathematical errors and governed by Colorado law.

Arbitration

Any controversy or claim arising out of or relating to this contract/order or breach thereof will be finally settled by arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over the controversy or claim in the State of Colorado. Arbitration proceedings shall occur in the county of residence of Company in the State of Colorado.

Ares Aeration® Process Guarantee

Triplepoint guarantees your aeration process for a period of one (1) year from the date of substantial project completion for municipal applications. The guarantee assumes site conditions match design conditions and is voided in the event of excessive existing sludge and/or ragging which inhibit proper operation.

NitrOx® Process Guarantee

Triplepoint guarantees your NitrOx Process for a period of one (1) year from the date of substantial project completion. The guarantee assumes site conditions match design conditions and is voided in the event of excessive existing sludge and/or ragging which inhibit proper operation.

Thermal Regulation

The NitrOx Reactor will achieve nitrification at water temperatures as low as 4°C. If the influent water temperature for the reactor is likely to dip below this level in the winter months, a thermal regulation system is necessary to regulate the water temperature in order to guarantee year-round nitrification.

Recommended Influent Screening

Due to the presence of sanitary wipes and/or other debris in influent collection systems, influent screening is highly recommended. Triplepoint has consistently found that aeration systems of all types collect rags, which ultimately prevent proper operation. Screening down to one-quarter inch (1/4") min. is recommended.

Confidentiality Notice

The NitrOx and Ares Aeration processes are the subject of one or more confidential patents or patent applications filed in the United States Patent and Trademark Office and may be the subject of one or more confidential foreign patent applications. The customer and any other related parties contracted recognize the importance of maintaining the continued confidentiality of the design of the NitrOx and Ares Aeration processes. The customer and any other parties contracted all agree that they shall not sell, transfer, or disclose any such confidential information relating to the design of the NitrOx and Ares Aeration processes to any other person, organization, or corporation without the express written authorization of Triplepoint LLC and pursuant to an enforceable agreement of confidentiality, except as required by law or as necessary in connection with the use, operation, maintenance, repair, or replacement of the system. Additionally, the customer and any other parties contracted all agree to preserve the confidentiality of this proposal and all materials attached and not to distribute or copy such materials for any other parties not previously authorized by Triplepoint.

Warranty

Triplepoint warrants your NitrOx and Ares Aeration products to be free from defects in material and workmanship for a period of five (5) years from the date of substantial project completion for municipal applications and a period of two (2) years from the date of substantial project completion for industrial applications. If a defect is discovered in any of the constituent components covered by this warranty, Triplepoint will repair at our option using new or refurbished components for equal or improved quality. If a suitable repair is not possible, the product will be replaced. All defective parts, assemblies, and products become the property of Triplepoint. Any soft costs incurred during a warranty claim, including costs associated with removing, shipping, and reinstalling a warranted component, shall be the responsibility of the customer. Warranty is voided in the event issues are caused due to excessive existing sludge and/or ragging which inhibit proper operation.



Confidentiality

Purchaser acknowledges that the information and processes utilized by Company in the design, manufacture, and supply of its products and systems are confidential and proprietary to the Company. Purchaser agrees to treat as confidential and

proprietary any such information or processes, including, but not limited to, design information or data, proposals, software, schematics, drawings, operational and maintenance manuals, testing procedures, or other similar technical information ("Confidential Information") provided by the Company in connection with the supply or installation of products or systems hereunder, and will, at a minimum, protect any such confidential Information in a manner commensurate with the measures taken to protect Purchaser's own confidential or proprietary information. The Company retains all rights, titles, and interests in all such Confidential Information and Purchaser shall not use or otherwise disclose to any third party any such Confidential Information except to the extent authorized by the Company in writing.

BABAA Compliance

We are proud to comply with the Build America, Buy America (BABA) Act, P.L. 117-58, §§ 70911–70917). Triplepoint's Ares Aerators® are assembled in our Centennial, Colorado, factory from components manufactured within the United States by Triplepoint or sourced from American suppliers. This qualifies our products as produced in the United States as defined in the Act: All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.