

Proposal

Woodside WRF Equipment Procurement – Screens

City of Hailey, Idaho

Section 46 21 76 In-Channel Drum Screens



SAVECO Product Name

SAVI Flo-Drum In-Channel Rotating Drum Screen Model VSA1400

SAVECO Project Number: WEC222268

SECTION 00 41 13
PROCUREMENT BID FORM
Woodside WRF Equipment Procurement – Screens
City of Hailey, Idaho

It is the intent of the Buyer to award a contract to the lowest responsive, responsible bidder on the basis of the lump sum total price written below.

The Bidder hereby certifies that the costs for all labor, services, equipment, tools, materials, licenses, permits, fees, and taxes (unless exempt) necessary for furnishing the Goods and Special Services according to the Project Manual are included in the price(s) for the items shown herein.

1. Bid Item Description:

This section, in general, describes the bid items included in the Bid Schedule. The description of Bid Items is provided for clarity purposes only. It is not intended to replace, supersede, or preclude any information in the plans and specifications. Unless specified otherwise, all lump sum Bid Items will be paid as a shown in the Agreement Between Buyer and Seller. Descriptions of the project Bid Items are provided below:

Bid Item No. A: In-Channel Drum Screens. This lump sum Bid Item includes furnishing of goods and special services consisting of supply of two (2) 6-mm perforated plate, fully automatic self-cleaning in-channel mounted drum screens for wastewater applications. Screens shall have a drum diameter of 55-inches (1400 mm) and each be capable of handling 3.2 MGD.

Each screen shall include a 2-inch Y strainer, solenoid valves as required by manufacturer, two radar level transmitters for differential level control, and interconnecting piping/tubing from the Y strainer to spray wash connection points. Two control panels shall be provided. One control panel will control each channel with two screens in series. The first screen has 6-mm openings and the second future screen has 2-mm openings. No 2-mm screen will be provided in one channel with this procurement although the panels shall be fully functional for two screens. All system components delivered to the project site assembled. Special Services shall include: installation certification, operations and maintenance manuals, start-up services and training of Buyer's personnel.

2. Bid Schedule:

BID ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL BID PRICE
A	In-Channel Drum Screens (two 6-mm screens and associated components)	EA	2	\$ 239,490	\$ 478,980
Total Bid Price for Item A					
Four Hundred Seventy Eight Thousand Nine Hundred Eighty Dollars and No/100					
(use words)					

3. Lowest Responsive BIDDER:

Determination of the lowest responsive BIDDER will be based on the lump sum price meeting the specification requirements.

4. Completion:

BIDDER agrees that the Goods will be furnished and Special Services will be substantially completed and ready for final payment in accordance with Paragraph 10.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement Between Buyer and Seller.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement Between Buyer and Seller.

Dated: 6/17/2025
Name of Business: SAVÉCO North America
Authorized Signature: Stephen Rioux
Name: Stephen J Rioux
Title: President

SECTION 00 41 13.01

BID PROPOSAL

For

**Woodside WRF Equipment Procurement – Screens
City of Hailey, Idaho**

From: SAVÉCO North America

To: Woodside Water Reclamation Facility,
4197 Glenbrook Drive, Hailey, Idaho 83333

The undersigned, as Bidder, declares that we have received and examined the Project Manual for the **Woodside WRF Equipment Procurement – Screens** that we are well-qualified to supply the Goods and Special Services, that we are familiar with the Goods and Special Services, applicable federal, state, and local laws, ordinances, rules, and regulations, and conditions affecting cost, progress, or performance of the Goods and Special Services, and have made such independent investigations as Bidder deems necessary.

We acknowledge that the Project Manual provides the contract requirements, the general conditions of the contract, the technical specifications, as well as the referenced federal, state, and local laws, ordinances, rules, and regulations.

We acknowledge that addenda numbers 1 through 3 have been received and have been examined as part of the Project Manual.

We acknowledge that this price includes the following completed documents: Bid Proposal, and Procurement Bid Form.

The undersigned, as Bidder, proposes and agrees that if this bid is accepted we will contract with the City of Hailey, hereinafter referred to as Buyer, on the form of Agreement Between Buyer and Seller provided herewith to furnish the Goods and Special Services according to the Contract Documents with all terms and conditions contained therein. We agree to sign the Agreement Between Buyer and Seller without qualification and to furnish the performance and payment bonds and the required evidence of insurance within fifteen (15) calendar days after receiving written Notice to Proceed for the contract.

We further propose and agree, if our bid is accepted and a contract for furnishing the Goods and Special Services is entered into with the Buyer, to plan the furnishing and to prosecute it with such diligence that the Goods and Special Services shall be completely furnished within the time stipulated, and to accept as full payment the bid price(s) written in the following Procurement Bid Form.

We agree that this Bid Proposal constitutes an offer, which shall be binding on the undersigned for sixty (60) days from the date of this Bid Proposal.

The party by whom this proposal is submitted and by whom the contract will be entered into in case the award is made to him:

Bidder (State whether business is a Corporation, a Partnership, or an Individual)

SAVÉCO North America, a Corporation

Bidder's Address: 1570 St Paul Avenue
Gurnee, IL 60031

State of Incorporation: Illinois

Corporate Address:
1570 St Paul Avenue
Gurnee, IL 60031

Bidder's Phone Number: 815-636-8306

Bidder's Fax Number: 847-672-7968

Bidder's E-mail Address: Stephen.rioux@savecona.com

Dated: 6/17/2025 (SEAL)

Signature: Stephen Rioux



Name of Authorizing Official, City of Hailey:

Title: _____

Attested By:

Title: _____

END OF SECTION

Scope of Supply

Project:

Woodside WRF
Hailey, ID

Equipment:

SAVI Flo-Drum In-Channel Rotating Drum Screen Model VSA 1400/6

Specification:

Section 46 21 76 In-Channel Drum Screens

Addenda:

1, 2, 3

Represented By:

Coombs-Hopkins
Scott Forsling
Phone: 801.990.3174
Email: scott@coombshopkins.com

Regional Sales Manager:

SAVECO North America, Inc.
Charles Baines
Phone: 208.570.2236
Email: charles.baines@savecowaterna.com

Project No.: WEC222268

June 17, 2025



SAVECO® North America, Inc.
Formerly Enviro-Care®
1570 St. Paul Ave.
Gurnee, IL 60031
P: 815.636.8306 • F: 847.672.7968
www.enviro-care.com • ecsales@enviro-care.com

ITEM: "A" – Two (2) SAVI Flo-Drum In-Channel Rotating Drum Screen
Model VSA 1400/6



BASIS OF DESIGN (EACH)

Application:	Municipal Wastewater
Screen Peak Design Flow:	3.2 MGD
Influent & Effluent Channel Width:	24 inches
Screen Channel Recess Width:	56 inches
Channel Depth:	4.5 feet
Screen Opening:	6 mm (1/4 inch)
Opening Type:	Perforated
Downstream Water Level:	16.44 inches (per Addendum 2)
Headloss:	8.8 inches at Peak Flow 50% blinding
Angle of Inclination:	35 degrees
Discharge Height:	5.3 feet from top of channel
Wash Water Requirement:	27 gpm @ 72 psi operating pressure
Screenings Capture Ratio Value (SCR):	66% independently tested at UKWIR testing facility

FINE SCREEN (EACH)

- Fully automatic, self-cleaning, perforated plate, rotating drum fine screen with integral screenings washing, conveying, and dewatering.
- Cylindrical drum screen basket constructed of perforated plate media from type 316L stainless steel with perforations around the entire basket.
- Proprietary triple face seal with polyurethane designed for maximum capture of fine solids including hair and to prevent material bypass.
- Cleaning brush and spray bar on the outside of the screen drum to thoroughly clean the drum and to prevent small solids from passing through the screen.
- Drum screen supported by reinforced type 316L stainless steel support arm on drive end and rollers on the opposite end. Rollers with stainless steel shafts mounted to upper support plate and shall require no lubrication. A brush is clamped to the upper support plate sealing the gap between the rotating screen basket and the fixed upper support plate.
- One piece type 316L stainless steel seal plate on the influent end of the drum screen, directs flow into the screen basket and creates a seal with the channel preventing flow bypass.
- Drum screen and screw conveyor are driven by a common drive unit.
- The shafted screenings screw conveyor to be constructed of 316 stainless steel
- Shafted screw supported by a lower sealed, self-lubricating bronze bushing.
- The screenings screw conveyor shall have a brush mounted on it for the length of the screenings inlet hopper.

- Screenings spray wash system with multiple injection points located in transport zone prior to dewatering zone with manual ball valves.
- Dual chambered dewatering and discharge zone from type 316L stainless steel with hinged access door.
- Dewatering zone drain flush spray system from type 316L stainless steel with manual ball valve.
- One (1) Y- Strainer from type 316 stainless steel.
- Plastic hose for drain connection to direct pressate back into the channel.
- Drive unit with 2.0 HP TEXP (Class I, Division 1, Group D) motor suitable for 460/3/60 electrical supply.
- Fasteners and anchors from type 316L stainless steel.
- Continuous Bagger Assembly to collect dewatered screenings at discharge with refillable bag cassette.

FINE SCREEN HOUSING (EACH)

- Spray protection housing to cover the sides and top of the screen basket from type 316L stainless steel. Including 6-inch flanged odor control vent.

FINE SCREEN SUPPORTS (EACH)

- A stand from type 316L stainless steel is supplied to support the fine screen unit. Support shall allow unit to be rotated.

HARDWARE (EACH)

- Assembly fasteners from type 316L stainless steel.
- Anchor rods from type 316L stainless steel.

CONTROL PANEL AND INSTRUMENTATION (EACH)

- One (1) NEMA 12 painted steel 3-point latch main control panel suitable for 480/3/60 electrical supply. Control panel shall contain the following control devices for operation of the drum screen.
 1. Enclosure, Voltage Isolation Barrier
 2. Enclosure, Corrosion inhibitors
 3. Enclosure, Circulation Fan
 4. Main Circuit Breaker Disconnect, w/ Through Door Handle
 5. Motor Branch Circuit Protection
 6. Variable Frequency Drive, Allen-Bradley, Powerflex 525 Series [Screen 2HP] Typ of 2
 7. Variable Frequency Drive, Panel Door Mounted HIM Module
 8. Variable Frequency Drive, Ethernet Module
 9. Control Power Transformer, 480-120VAC w/ branch circuit protection
 10. Surge Protection, 120VAC
 11. Circuit breakers, 120VAC

12. Programmable Logic Controller, Allen-Bradley CompactLogix 5069 Series, w/Ethernet and Required I/O
 13. Operator Interface Unit, Allen-Bradley PanelView Plus Series 7, 10" Display
 14. 24VDC Power Supply.
 15. Ethernet Switch, Managed type, Allen-Bradley Stratix 5800 Series
 16. UPS Battery Backup
 17. Alarm Horn, w/ Silence Push Button
 18. Alarm Beacon
 19. GFCI Receptacle
 20. Panel Light, LED Type, w/ Door Switch
 21. Elapsed Time Meter [On OIU]
 22. Pilot Lights: [As Required]
 23. Push Buttons: [As Required]
 24. Selector Switches: [As Required]
 25. Control Relays [As Required]
 26. Dry Output Contacts [As Required]
 27. Terminal Blocks
 28. UL Certification
- One (1) NEMA 7 cast aluminum enclosure local control station to be mounted next to unit containing.
 1. Emergency Stop pushbutton station.
 2. Screen HOA Switch
 3. Spray Wash HOA switch
 4. Compaction flush HOA Switch
 - One (1) motor cut-out switch suitable for the area classification, mounted to dewatering/discharge access door.
 - One (1) NEMA 7 120V 316 stainless steel body solenoid valve to control compaction zone water spray functions.
 - One (1) NEMA 7 120V electrically actuated 316 stainless steel body ball valve to control drum water spray functions
 - Two (2) VEGAPULS C21 non-contacting radar with one (1) upstream sensor and one (1) downstream sensor for screen start, w/ 10 m cable, and VEGAMET 842 Controller in a NEMW 4X Enclosure w/ Window.

SPARE PARTS (TOTAL)

- 3 sets complete bottom bearing assemblies.
- 3 solenoid valve rebuild kits.
- 6 Polyamide rollers.
- 3 sets basket cleaning brushes.
- 3 high pressure rated solenoid valve rebuild kits.
- PLC Spare Parts Per section 40 63 43-2.8.A

- Control Panel Spare parts per section 40 67 00.2.5.A.

FIELD SERVICE (TOTAL)

- Site service of one (1) trip for a total of three (3) days for installation inspection.
- Site service of one (1) trip for a total of three (3) days for startup assistance
- Site service of one (1) trip for a total of two (2) days for operator training
- Site service of one (1) trip for a total of two (2) days for post startup check out within six (6) months after equipment startup.

CLARIFICATIONS/COMMENTS

- Section 46 21 76, Part 1.1.A.5: For clarification, the specified cast ferrous metal enclosure is not available in the current market. SAVÉCO will provide a Local Control Station in a NEMA7 cast Aluminum enclosure with the drilled and tapped conduit entrances.
- Section 46 21 76, Part 2.2.S.4.b: For clarification, the SAVÉCO screen standard design utilizes a non-reversing motor.
- Drawing D-302: Section B: The location of the slide gate is located under the transport tube of the screen. This will prevent the slide gate from being raised. It is recommended that the slide gate be relocated downstream of the screen so the gate can be utilized.
- Drawing D-302: Section B: As illustrated the screen will not be able to pivot due to the narrowing of the channel at the front of the screen. It is recommended that the narrowing of the channel occur further upstream of the screen so the screen can pivot out of the channel for maintenance

OPTIONAL ITEMS (EACH)

- None

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS.

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:

By: Todd Campbell Date: June 17, 2025

PROPOSAL

Item	Equipment	Pricing
A	Two (2) SAVI Flo-Drum In-Channel Rotating Drum Screen Model VSA 1400/6	\$

Validity:

Prices are valid for a period of 60 days from the date of this proposal.

Warranty Statement and Term:

SAVÉCO North America, Inc. warrants the supplied equipment to the original end user against defects in workmanship or material under normal use and service in compliance with the original design specifications and the maintenance requirements and instructions as found in the Operations & Maintenance Manual. All SAVÉCO North America supplied equipment is warranted for 24 months from date of substantial competition.

Warranty Exclusions:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover consumables and SAVÉCO North America parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by SAVÉCO North America. Wear parts are defined as brushes, rollers, spray nozzles, drum seals and other items specifically identified in the Operations & Maintenance Manual.

Warranty Coverage:

SAVÉCO North America's liability is limited to the supply or repair of defective parts returned, freight prepaid by buyer to a location specified by SAVÉCO North America. Repaired or replacement parts will be shipped to buyer prepaid via standard ground freight. Express or expedited shipments will be at the expense of the buyer.

Submittals: Full submittals will be supplied approximately **6 to 9 (maximum 63 days) weeks** after receipt and acceptance of purchase order at the SAVÉCO North America offices.

Shipment: Shipment time is approximately **22 to 26 weeks (maximum 182 days)** after receipt of approved submittal is received at the SAVÉCO North America offices. Under no circumstances will verbal approval be accepted.

Additional Field Service: This service may be scheduled at \$1,600.00 per day plus expenses or is available through a yearly service contract.

Please issue Purchase Orders to:

SAVÉCO® North America, Inc.
1570 St Paul Avenue
Gurnee, IL 60031

Attn: Todd Campbell
Phone: 224-302-0301
Email: todd.campbell@savecowaterna.com



GOBLE SAMPSON ASSOCIATES INC.

June 18th 2025

To: Nancy Arellano
Attention: Project Engineers
Subject: Woodside WRF Drum Screen Procurement
Bid Date: June 18th 2025
Engineer: HDR

To whom it may concern:

Goble Sampson Associates is pleased to offer a quotation for equipment as specified for the subject project.

We will be contacting you prior to the bid with pricing and any changes to our proposal.

Please contact Ryan Spanton at (801) 558-6805 if you have any questions regarding the proposal.

This opportunity to submit a proposal is appreciated and we look forward to working with you on this project.

GOBLE SAMPSON ASSOCIATES

Sincerely,

Ryan Spanton



GOBLE SAMPSON ASSOCIATES INC.

GOBLE SAMPSON ASSOCIATES IS PLEASED TO SUBMIT PRICING FOR EQUIPMENT PROVIDED BY VARIOUS MANUFACTURERS AND DETAILED IN THEIR ATTACHED PROPOSALS. CONTRACT/TERMS FOR PURCHASE OF THESE MATERIALS MAY BE DIRECT WITH THE MANUFACTURER AND SUBJECT TO THEIR PROPOSAL TERMS.

Pricing Summary

Item 1

Section 46 21 76 IN-Channel Drum Screen

\$575,115

By Huber- See Attached Scope

SCOPE OF SUPPLY



Hailey, ID - Headworks Improvement BID

HUBER Perforated Plate Screen ROTAMAT® RPPS 1400-6

Represented by:
Goble Sampson Associates
Ryan Spanton
(801) 268-8790
rspanton@goblesampson.com

Regional Sales Director
Ron Maiorana
704-718-4477
Ronald.Maiorana@hhusa.net

Section Number: 46 21 76
Addenda: 1 - 3

Project Number: 487615
Revision: 0
Date: 6/17/2025

Design Information

Technical Data		
Total Peak Waste Water Design Flow	3.2	MGD
Peak Waste Water Design Flow per Unit	3.2	MGD
TSS Concentration	360	mg/L
Maximum Waste Water Flow Capacity per Unit	6.17	MGD
Screen Basket Spacing	6	mm
Maximum Allowable Upstream Water Level	35.71	inch
Calculated Head Loss	0.7	inch
Screen Type	Perforated Plate	-
Screen Basket Diameter	1400	mm
Screen Length	5500	mm
Screen Height (distance from channel invert to top of motor)	3698	mm
Minimum Channel Width	56	inch
Sealing between Stationary Baffle Plate and Rotating Drum	Polyurethane Seal	-
Installation type	Channel	-
Support Structure	Fixed support leg	-
Screen Angle	35	°
Wash Water Pressure	100	psi
Wash Water Consumption	54	gpm
Empty Weight	3043	lbs.
50% Full Weight	3572	lbs.

Equipment Details

Model	HUBER Perforated Plate Screen ROTAMAT® RPPS 1400-6
Quantity	1 duty + 1 standby (total of 2 units)
Material	316L stainless steel construction; pickled and passivated in acid bath
Screen Design	Shafted screw with integrated maintenance free bearing and inclined auger tube
Screenings Wash	Two (2) solenoid valve (s) for screenings wash, 1-inch, 120 VAC, 2-way, Class 1 Division 1, Stainless Steel body
Spray Bar	One (1) solenoid valve (s) for spray bar, 1 ¼-inch, 120 VAC, 2-way, Class 1 Division 1, Stainless Steel body
Press Zone	One (1) solenoid valve (s) for press zone, 1-inch, 120 VAC, 2-way, Class 1 Division 1, Stainless Steel body
Cleaning Brush	Stainless steel backed nylon brush with bristles for perforated plate basket cleaning
Motor Data	2 HP, 480 VAC, 3ph, 60 Hz, S.F. 1.15, Class 1 Division 1
Supports	316L Stainless Steel Construction (with cross-beam)
Anchor Bolts	M12, 316L, Included
Water Level Measurement	Radar sensor, Differential
Discharge Chute	800 mm long rectangular discharge chute, 316L Stainless Steel
Screenings Bagger	Paxxo Longofill continuous bagging system to abate odors and to seal dewatered screenings
Automatic Wash	Automatic Press Zone Wash System
IRGA	Intergrated Screenings Wash System
Drum Cover	Stainless Steel rectangular box covers with hinged access panels (with 6-inch Foul Air Flange)
Y-Strainer	316L stainless steel

Controls

Two (2) Main Control Panels (Designed with intent to control future screens)

RPPS Screen - Main Control Panel:

Per specification:

- 46 21 76

Power Supply: 480VAC-3PH-60HZ

Panel Classification: NONE

Location: Indoors, Electrical Room

1 - Enclosure, NEMA 12, Painted Steel w/ 3-Point Latch

1 - Enclosure, Voltage Isolation Barrier

1 - Enclosure, Corrosion Inhibitors

1 - Enclosure, Circulation Fan

1 - Main Disconnect, Circuit Breaker Type, w/Through Door Disconnect Handle

2 - Variable Frequency Drive, Allen-Bradley Power 525 Series w/ Branch Circuit Breaker

[2.0HP Max, Screen]

2 - Variable Frequency Drive, Panel Door Mounted HIM Module

2 - Variable Frequency Drive, Ethernet Module

1 - Control Power Transformer, 480-120VAC, w/Branch Circuit Protection

1 - Surge protection, 120VAC

1 - Phase Failure Relay

Allen-Bradley CompactLogix 5069 Series with Ethernet/IP to SCADA

1 - OIT, Allen-Bradley PanelView Plus Series 7, 10" Display

1 - 24VDC Power Supply, Phoenix or Equal

1 - Ethernet Switch, Managed Type, Allen-Bradley Stratix 5800 [Note 18]

1 - UPS Battery Backup, Din Mounted, Phoenix or Equal

1 - Alarm Horn w/ Silence Pushbutton

1 - Alarm Beacon

1 - GFCI Receptacle

1 - Panel Light, LED Type, w. Door Switch

1 - Lot, Circuit Breakers, 120VAC: [As Required]

1 - Lot, Pilot Lights, LED type: [As Required]

1 - Lot, Push buttons: [As Required]

1 - Lot, Selector switches: [As Required]

1 - Lot, Elapsed Time Meters on the OIT

1 - Lot, Control Relays, socket type

0 - Lot, Intrinsically Safe Barrier: [NONE]

1 - Lot, Dry Contacts: [As Required]

1 - UL Label

1 - 12/18 Month Warranty

Detail B: Local Control Stations:

Detail B1: Screen Control Station:

Panel Classification: C1D1

1 - Enclosure, NEMA 7, Cast Aluminum

1 - Lot, Selector Switches: [As Required]

Screen HOA

Screen FOR (Spring Return from Reverse to Off)

- (3) SOV HOA

1 - Lot, Push Buttons:

Emergency Stop

Controls Continued

Dual RPPS - Main Control Panel

SCRN-2-1-LCP, SCRN-2-2-LCP

CCP-FAN12:

- Adds 5", NEMA 12 Exhaust Fan

6-Hole, LCS, NEMA 7, Cast Aluminum - Screen

SCRN-2-1-LCS, SCRN-2-2-LCS

LTR-2C-30m: Dual Point - Radar Level Sensor

1 - VEGAMET 842 Controller - Pre-Programmed

1 - Hoffman, NEMA 4X Enc. w/ Window

2 - VEGAPULS C21, IS-C1D1, with 30m cable

- LE/LIT-02-01/03, LE/LIT-02-02/04

Witnessed Factory Acceptance Testing per section

40 21 76-3.6, w/EleMech test forms specific to project

[1-Week estimate - see Clarification 3.a if additional testing time is required]

Programming Coordination Meetings - Cost Each

3-Day Estimate, Plus Expenses - see Clarification 3 if additional time time is required]

Spare Parts per 40 63 43-2.8.A

1 - PLC, CPU

1 - PLC, I/O Module, Each Type

1 - Power Supply

1 - Lot, Fuses

[Lot Provided for Entire Project]

Spare Parts per 40 67 00-2.5.A

12 - Pilot Light Lamps

1 - Lot, Corrosion Inhibitors

[Lot Provided for Entire Project]

PLC Development Software

- RSLogix 5000 Full Edition

OIU Development Software,

FactoryTalk View Studio ME

Spare Parts	
Three (3)	Cleaning brushes
Two (2)	Complete solenoid valve rebuild kit (1-inch)
One (1)	Complete solenoid valve rebuild kit (1 1/4-inch)
Three (3)	Complete Bottom Bearing Assembly
Six (6)	Polyamide rollers

Freight and Startup Services	
9 day(s), 5 trip(s)	Startup services for installation inspection and startup supervision.
Freight to jobsite.	

Pricing

Equipment	Model	Quantity	Pricing
HUBER Perforated Plate Screen	ROTAMAT® RPPS 1400-6	2	Included
HUBER Control Panel	HUBER Standard	2	Included
Spare Parts			Included
Freight and Startup Services		As described above	Included
TOTAL:			\$575,115

This proposal has been reviewed for accuracy and approved for issue by: KS

Project Clarifications

For the SECTION 46 21 76 equipment, HUBER is offering our well-proven RPPS 1400. HUBER's offering is designed to meet the performance requirements and intent of the specification. HUBER's equipment differs in construction from the specification, including [but not limited] to the following:

Section 46 21 46

1.3-A.29.: FAT Testing will take place at respective manufacturer facilities

2.2-A.1.O.: HUBER requires spray wash water consumption of 54 gpm @ 75 psi

Structural Calculation

HUBER shall furnish structural calculations derived from a three-dimensional shrink-wrap model of the mechanical screen, intended solely to illustrate hydrostatic loading conditions up to the maximum stated differential. These calculations are provided for informational and reference purposes only. They are based on Young's Modulus and yield strength values and incorporate safety factors in accordance with recognized industry standards. The preparation of such calculations may extend the submittal schedule by approximately two to three (2-3) weeks.

Controls

- 1) NEMA 7, cast aluminum local control stations have been included as outlined in specification section 46 21 76-2.2.S.4. NEMA 7, 316 stainless steel local control station, outlined in section 1.1.A.5 have not been included.
- 2) Local control station will be available to be pedestal mounted. Actual pedestals are not included
- 3) Specification section 46 21 76 outlines differential radar level transducers and transmitters that are mounted next to the main control panel. Huber standard VEGAPULS C21 radar level transducers and VEGAMET 842 level transmitters have been included as the section does not outline a make or model
- 4) Specification section 46 21 76-3.4 and 3.5 outline PLC and OIU programming coordination meeting at the site. Pricing has been included for a single 3-day trip to complete both meeting
- 5) Specification section 46 21 76-2.2.S.m outlines an Allen-Bradley Stratix 5800, un-managed Ethernet Switch. It does not appear that the Stratix 5800 Ethernet switch is available in an un-managed version. A Stratix 5800, managed Ethernet switch has been included

General Notes

1. HUBER Scope of Supply is based on bid documents dated May 02, 2025, equipment section 46 21 76.
2. HUBER is in receipt of the following addenda:
 - Addendum 1 dated 05/28/2025
 - Addendum 2 dated 06/04/2025
 - Addendum 3 dated 06/17/2025
3. All electrical interconnections, motor disconnects, wirings, junction boxes, and terminations between the equipment and electrical components are to be provided by installing contractor.
4. Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER Technology representative listed for further clarification.
5. A fully functioning and programmed HMI/PLC will be delivered to site. Screens and symbols used on the HMI are based on HUBER's standard unless otherwise noted. Software licenses for the PLC/HMI program will not be included in this scope of supply unless stated otherwise. These items are available for additional price adder upon request.
6. The Control Panel is based on the specification provided and inclusive to meet the requirements of a Vendor designed panel, whereas the components and the factory testing of the panel will meet HUBER's requirements for function and warranty. Additional requirements or sections of the specification to meet local authority requirements or control panels designs unrelated to the equipment section, including special labeling, testing, or integration have not been included.
7. HUBER Technology, Inc. is offering the equipment and associated performance guarantees based on information available at the time of the issuance date. Information not made available to HUBER, whether HUBER is asking for specific information or not, which could affect the performance of the equipment might void warranty and performance guarantees.
8.

HUBER will ship all equipment to site inside of 20', 40' or 40'OT ocean containers as deemed appropriate by our factory. HUBER will not ship any equipment on flatbed truck. Flatbed truck shipping means that the equipment would need to be transferred at port from factory packaged containers to the flatbed. This process is out of HUBER's control and it is our experience that equipment always gets damaged during this process.
9. HUBER's standard submittal documents, programming, testing procedure and O&M documentation are included.
10. All piping to and from the equipment is to be supplied by the installing contractor.
11. Level measurement instrumentation to be provided by others and has not been included in this proposal.
12. As a downstream water surface level was not provided, HUBER has assumed a channel flow velocity of 2.0 ft/sec when calculating downstream water surface level and estimated clean screen headloss values. HUBER also assumes that downstream water surface level is not influenced by downstream elements, such as weirs. If downstream water surface level is known, please provide to HUBER for revised hydraulic calculations.

Additional Information Pertinent to HUBER Quotation

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Job site
- Price does not include installation or building modifications
- This Budgetary Pricing Quotation is valid for thirty (30) days from the date of this Scope or until withdrawn by HUBER Technology, Inc. (hereinafter "HUBER").

Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of HUBER O&M manuals prior to equipment start-up.

Shipment

HUBER will make all reasonable efforts to maintain the following schedule:

- **Submittals 4-6 weeks after acceptance of a written purchase order.**
- **Standard delivery is 26-36 weeks from approval of submittals.**
- O&M manuals prior to equipment start-up.

Accessories

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of HUBER's machines and systems are manufactured from 304L or 316L grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- | | | |
|--|-------|------|
| • Maximum Chloride for V2A (304, 304L)* | 100 | mg/L |
| • Maximum Chloride for V4A (316L, 316Ti)* | 400 | mg/L |
| • Maximum Chloride for V4A (316L, 316Ti)** | 250 | mg/L |
| • pH Value of the Wastewater/Washwater | >6.5 | |
| • Iron Content in Washwater | <0.50 | mg/L |

* no hydrogen sulphide in the area of the stainless steel

** with a maximum hydrogen sulphide content of 6 ppm

Machines made from 316 grade stainless steel are available at an additional price for extremely harsh operating environments upon request.

HUBER TECHNOLOGY, INC. STANDARD TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT/ORDERS.

Unless otherwise noted in Exhibit A of the Proposal, this Proposal is dependent and expressly conditioned upon Purchaser’s acceptance of the attached HUBER Technology, Inc. (hereinafter “HUBER”) Standard Terms and Conditions of Sale dated _____.

This agreement (the “Agreement”) is between HUBER Technology, Inc., its subsidiaries and its affiliates (collectively “HUBER”) and Purchaser. No order for HUBER’s goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement and these Standard Terms and Conditions of Sale (the “Terms and Conditions”) constitute the entire agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER’s written acknowledgement is rejected and all documents exchanged prior to HUBER’s written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser’s own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser’s own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER’s quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

2. Scope of Supply/Work and Ancillary Equipment

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned HUBER’s Scope of Supply, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

HUBER will use HUBER products or HUBER standards and colors whenever possible unless specifically called out in the quotation.

Any deviations from the HUBER standard mechanical and electrical specifications must be discussed with HUBER and agreed upon. If HUBER mechanical and electrical specifications are changed, performance of HUBER equipment may be affected. HUBER reserves the right to charge additional costs to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in HUBER’s scope of supply in the form of a Change Order and as stated below under Article 9 Submittals.

3. Exclusions Includes:

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on job site
- Foundation design and engineering (HUBER will only furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in HUBER scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bin(s).
- All other items not specifically described in HUBER scope of supply

4. Abrasion or Corrosive Materials

All of HUBER’s machines, control panels, and systems are manufactured from 304L or 316L grade stainless steel. Purchaser expressly acknowledges that HUBER has no control over the environment or materials where the HUBER equipment will be installed. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Maximum Chloride for V2A (304, 304L)* 100mg/L
- Maximum Chloride for V4A (316L, 316Ti)* 400mg/L
- Maximum Chloride for V4A (316L, 316Ti)** 250mg/L
- pH Value of the Wastewater/Washwater >6.5
- Iron Content in Washwater <0.50mg/L

*no hydrogen sulphide in the area of the stainless steel

** with a maximum hydrogen sulphide content of 6 ppm (H₂S levels must be less than 6ppm in the area of all electronics and controls)

Tin plated copper wiring is recommended for all customer field wiring installations

Machines made from 316 grade stainless steel are available at an additional price for extremely harsh operating environments upon request.

5. PRICES.

Prices are in U.S. Dollars unless noted otherwise. Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. Written quotations expire thirty (30) calendar days from the date of quotation unless specified otherwise. After expiration of validity HUBER reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc. The determination to increase pricing to do increased material costs is within HUBER’s sole discretion. Due to the **current volatility of raw materials and shipping** HUBER cannot guarantee to hold prices beyond the validity date. HUBER therefore reserves the right to adjust our pricing based on applicable price indexes at time of order. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by

Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. Price does not include installation or building modifications. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

6. TERMS OF PAYMENT.

Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by HUBER. In the event that the purchase order between Purchaser and HUBER requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or HUBER will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser and terminate any agreement between the parties, even though partial payment for such undelivered goods or services may have already been received by HUBER. At any time prior to or after the commencement of delivery or work pursuant to the Agreement, HUBER may request that Purchaser provide reasonable documentation demonstrating that Purchaser has the ability to perform all payment obligations specified herein.

Progress payments are as follows:

- 20% upon delivery of submittals (net 30 days)
- 75% upon delivery of equipment (net 30 days)
- 5 % upon startup of equipment (net 30 days)

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by HUBER in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. HUBER may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

HUBER reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, HUBER may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, HUBER shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement and terminate this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by HUBER, HUBER may terminate this Agreement without penalty and recover all damages as a result of Purchaser's Breach.

7. RETAINAGE.

There shall be no retainage under this Agreement.

8. TAXES AND OTHER CHARGES.

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to HUBER's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by HUBER. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event HUBER is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse HUBER for this cost, or in lieu of such payment by HUBER, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. In the event that any tariffs, taxes, or import duties are imposed between the goods purchased to the time of shipment, the cost of these charges will be passed on to the Purchaser. If the Purchaser does not accept the additional costs or if the Purchaser is unable to fulfill these payment obligations, HUBER reserves the right to cancel the order and issue a refund on invoices paid up to the time of cancellation. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to HUBER for reasonable attorneys' fees and/or court costs incurred by HUBER as a result of Purchaser's failure to pay the charges listed in this paragraph.

Purchase Orders

All Purchase Orders are to be faxed or mailed to:

HUBER Technology, Inc.
1009 Airlie Parkway
Denver, NC 28037
Phone: (704) 949-1010
Fax: (704) 949-1020

All Purchase Orders are subject to acceptance by HUBER and acceptance of HUBER's Standard Terms and Conditions.

9. Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- An electronic copy of the Submittals will be provided via HUBER Share four (4) to six (6) weeks after acceptance of a written purchase order.
- Operation & Maintenance (O&M) manuals will be provided electronically via HUBER Share prior to equipment startup.
- Printed hard copies of the submittals and/or O&M manuals are available at an additional cost.

CHANGES TO DELIVERY DATE MAY RESULT IF THESE ITEMS ARE NOT ADDRESSED (If applicable).

- All necessary information including, but not limited to, up-to-date layouts, technical specifications, prints and pertinent specifications. These must be in AutoCAD DWG, DXF, IGES or STEP format and be supplied within 1 Week (5 business days) of P.O. receipt, or equipment prices and delivery may be impacted. A more specific date will be set upon the Seller's

acknowledgment of the Buyer's order, and is subject to Seller's timely receipt of all conformed drawings, specification, and other information necessary for the design, manufacture, and factory witness test of the machine or product, if applicable. Seller shall not be liable to the buyer for any loss or damage direct or consequential due to any delay in delivery.

- Submittals: Submittals to be provided within four (4) to six (6) weeks of the executed PO and receipt of all required technical information. After receipt of the approval submittal(s), they must be approved as is, or changes noted, and signed by the buyer. The buyer must return the signed approval submittal(s) to HUBER Technology within 4 weeks (20 business days) of receipt. HUBER Technology will exercise its knowledge and experience by performing an internal design review, bypassing a customer review process. This requirement may be required if the delivery date is to be achieved. Any changes in the process after purchase order is issued may result in a later delivery date, change order, or an addendum to the proposal. All changes must appear in writing using HUBER Technology C.O. (Change Order) form and signed by a representative of both HUBER Technology and the buyer before any changes can be made.
- Timing:
- Project schedule is based upon the following: HUBER Submission of Approval Submittals to be within four (4) to six (6) weeks of executed PO and Customer approval or changes noted on Approval Submittal within 4 weeks (20 business days) of Submittal receipt.
- In cases where changes or comments are noted, HUBER to supply resubmittal within 4 weeks (20 business days) of receipt of comments. Customer approval or changes noted on Approval Submittal within 2 weeks (10 business days) of Submittal receipt.
- Any delays in the above approvals can impact overall project timing. HUBER Technology reserves the right to adjust project schedule based on customer delays to these milestones. Please note, each day late can result in up to a 2 day delay to project delivery. [Example: Submittal comments received 9 weeks after receipt (5 weeks (25 work days) past the due date) can result in up to a 10 week (50 work day) shift to the delivery schedule.]
- Delays in customer milestones exceeding 6 weeks are subject to re-quote. NOTE: Changes or comments not captured in the scope may require a change order and can impact project schedule and cost. If submittals are not finally approved within 6 months of initial submission, this order is subject to change order for increase cost if necessary.
- Any delay in the above-referenced process that is not solely due to the Seller's omissions and errors shall not be a basis for delay damages. Seller expressly reserves the right to increase costs and charge for costs relating to any delays not solely attributable for the Seller in the submittal process.
- It is the responsibility of the purchaser to ensure timely approval of submittals in accordance with these terms. By accepting this purchase order, the purchaser agrees to accept delivery of the goods within 18 months from the execution date of the purchase order. Failure to accept delivery within this timeframe may result in the order being subject to a change order, which may include revised pricing and/or cancellation of the order at the discretion of the seller.

10. Project Management

HUBER will assigned a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

Rev. Date: 2/11/2025

HUBER Technology, Inc.
1009 Airlie Parkway, Denver, NC 28037
(704) 949-1010 - Fax (704) 949-1020 - huber@hhusa.net
www.huber-technology.com
A member of the HUBER Group

Purchaser _____ HUBER _____

- Main point of contact for communication, for submittals, and shall make adjustments at their discretion.
- Provision of a complete critical path project schedule for HUBER equipment
- Coordination with HUBER manufacturing on materials procurement and fabrication to and with HUBER shipping/logistics to ensure HUBER commitments are maintained.
- No contractual warranty or indemnity relating to any service performed by Project Manager is extended to HUBER, nor are any Project Managers authorized to bind HUBER with any oral representations or statements in conflict with this Agreement.

11. PURCHASER CANCELLATION

If at any time prior to delivery of equipment, the Purchaser terminates this Agreement and/or refuses delivery, HUBER shall be entitled to receive all costs incurred during the design and manufacturing of the equipment, all costs and expenses incurred in disposing of the equipment, all costs resulting from the cancellation of any agreements with relevant suppliers and all anticipated overhead and profit on the equipment outlined in the Agreement.

12. DELIVERY.

HUBER shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; act of HUBER embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. HUBER will use its best efforts to meet promised delivery dates, but under no circumstances shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

Purchaser will notify HUBER within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by HUBER, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

HUBER reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser’s premises, Purchaser agrees to provide HUBER on a timely basis with such access, machine downtime, utilities and equipment as HUBER shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that HUBER shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Huber caused by Purchaser’s failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when HUBER is prepared to ship the goods or perform the services. The goods may thereafter, at HUBER’s option, be stored at the risk and expense of Purchaser. If HUBER undertakes storage of

the equipment, the Purchaser shall pay an additional \$0.70 per sf. ft. of space and an additional weekly value for each week storage continues as outlined below:

Total P.O. Value	Value added storage fees
≤ \$50,000	\$175
\$50,001-\$100,000	\$340
\$100,001-\$250,000	\$625
\$250,001-\$500,000	\$1,350
\$500,001-\$1,000,000	\$2,700
>\$1,000,000	Calculated per project

All amounts outlined above for storage shall be billed to the Purchaser at the time it is willing and able to accept delivery of the equipment. The storage fee shall be due upon receipt of the HUBER invoice and is a condition precedent to delivery of the equipment.

HUBER may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon HUBER’s delivery of goods or performance of services.

13. GOODS ACCEPTANCE.

It is HUBER’s intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from delivery date. If a written report is not submitted to HUBER within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

14. FIELD SERVICE.

“Field Service” refers to the services of a Huber factory-trained representative at the site of end-use for installation inspection, start-up, observation and operator training. “Field Service” refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that HUBER Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by HUBER, nor are its Field Service representatives authorized to bind HUBER with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by HUBER. This paragraph shall apply to any and all initial and subsequent Field Service provided by HUBER relating to the Goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work

has been completed.

An authorized HUBER Service Technician will be scheduled to provide start-up and commission assistance. To meet demand, HUBER may, at its sole discretion, source from an available international network of authorized technicians. HUBER is able to quote additional installation, start-up supervision, and training, which is not specifically included in the scope of supply, at the Purchaser’s written request. For such additional services Purchaser shall pay \$1,240.00 per day plus expenses, for eight (8) hours per day.

- At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends and/or holidays.
- “Expenses” are defined as the costs of travel from HUBER’s location to the point of installation and return; together with accommodation and living expenses during the start-up period of field service. HUBER will make all reasonable efforts to provide a HUBER Representative located within North America. However, some circumstances will require travel from Europe.
- Charges for all time involved will be invoiced. The full net invoice is payable within thirty (30) days of receipt by Purchaser.
- In the event of on-site delays which are beyond HUBER’s control, including proper installation, training and start-up, additional charges will be invoiced (\$155/hour, plus expenses).
- Please note that once startup services are scheduled, this time is reserved exclusively for that service(s). Cancellation and/or rescheduling prior to the scheduled dates are subject to airline change fee(s) plus the differences in the cost for the new airline ticket(s) and any additional expenses that may occur (including hotel cancellation fees and airline agent fees).

HUBER requires clients to maintain at least one employee or site representative onsite whenever a HUBER representative may be required to work. This includes the commencement of work after normal business operation hours. It is the responsibility of site employee and or site representative to maintain all regulated safety standards and requirements for the project site. If a site representative or site employee is unable to remain on site after hours, HUBER Representatives will stop all work at that time to return when a site representative or employee is available to be on site. Furthermore, if a HUBER Representative encounters an unsafe work environment that HUBER Representative is required to stop all work and report the unsafe items to the site representative and stand by until these items are deemed safe for work to continue. As the schedule for work commencement is set prior to the start of work any travel changes and or additional hours needed to complete the approved scope due to delay or stoppage of work caused by actions or lack of action from the site representative of will require a change order and will be billed accordingly.

15. SHIPMENT/RISK OF LOSS.

Freight is delivered with duty paid (D.D.P.) to Job site. HUBER will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

HUBER will make commercially reasonable efforts to maintain the following schedule:

Rev. Date: 2/11/2025

HUBER Technology, Inc.
 1009 Airlie Parkway, Denver, NC 28037
 (704) 949-1010 - Fax (704) 949-1020 - huber@hhusa.net
 www.huber-technology.com

Purchaser _____ HUBER _____

- Equipment delivery 22-30 weeks after approved submittals or notice to proceed.
- Operation & Maintenance (O&M) manuals will be provided electronically via HUBER Share prior to equipment startup. Printed hard copies of the O&M manuals are available at an additional cost.
- For any delays in delivery which are beyond HUBER's responsibility, a finance charge of 1.5% of the contract value per month and all direct Costs incurred as a result of the delay will be due and payable to HUBER upon request/invoice. Under no circumstances, shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated, or other damages for delay in delivery.

Method and route of shipment will be at the discretion of HUBER unless specified otherwise by Purchaser and agreed by HUBER, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to HUBER within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

HUBER, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by HUBER. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

16. GOVERNMENT STANDARDS.

HUBER applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by HUBER in its proposal.

17. LIMITED WARRANTY.

HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (36) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (42) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs

completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

18. EXCLUSIVE REMEDIES.

Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by HUBER of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by HUBER, or refund of 80% of the purchase price if HUBER, in its sole discretion, concludes the equipment cannot be repaired or replaced. This remedy excludes any other direct, indirect, consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of HUBER equipment, such as crane rental, structural alteration, or demolition, necessitated by building design or configuration.

19. LIMITATION OF LIABILITY/INDEMNITY.

HUBER's liability on any claim other than Limited Warranty claim as outlined in Paragraph 18, including but not limited to any loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, tort (including negligence) or other grounds, shall not exceed 10% of the purchase price of such goods or services or part thereof involved in the claim, regardless of cause or fault. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between HUBER and Purchaser and constitutes the basis of the parties' bargain, without which HUBER would not have agreed to the price or terms of this transaction. **EXCEPT FOR A CLAIM UNDER THE LIMITED WARRANTY DURING THE WARRANTY PERIOD, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED 10% OF THE PURCHASE PRICE.**

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if HUBER furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this

transaction, the furnishing of the advice or assistance will not subject HUBER to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies HUBER goods or incorporates HUBER goods into another product or component part, Purchaser agrees to hold harmless and indemnify Huber from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify HUBER from any patent or other intellectual property claims related to (i) any HUBER goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to HUBER by Purchaser for use in the manufacture, production or assembly of such goods.

20. TITLE.

Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with HUBER until the full purchase price is paid by Purchaser. Until such time, HUBER may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of HUBER Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by HUBER to maintain HUBER's rights in, and title to such equipment.

21. WAIVER.

The failure of Huber to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of HUBER to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect HUBER's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

22. CHOICE OF LAW.

This Contract shall be exclusively governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. HUBER and Purchaser further consent to the exclusive personal jurisdiction of any applicable court, in the county of Lincoln, North Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in the North Carolina Superior Court of Lincoln County. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.

23. DISPUTE RESOLUTION/ATTORNEYS' FEES.

Any controversy or claim arising out of or relating to this Contract or its breach shall be settled by arbitration conducted in Denver, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to the prevailing party as defined by North Carolina General Statute §44A et al.

24. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld,

except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. Huber may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of Huber. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

SECTION 00 41 13
PROCUREMENT BID FORM
Woodside WRF Equipment Procurement – Screens
City of Hailey, Idaho

It is the intent of the Buyer to award a contract to the lowest responsive, responsible bidder on the basis of the lump sum total price written below.

The Bidder hereby certifies that the costs for all labor, services, equipment, tools, materials, licenses, permits, fees, and taxes (unless exempt) necessary for furnishing the Goods and Special Services according to the Project Manual are included in the price(s) for the items shown herein.

1. Bid Item Description:

This section, in general, describes the bid items included in the Bid Schedule. The description of Bid Items is provided for clarity purposes only. It is not intended to replace, supersede, or preclude any information in the plans and specifications. Unless specified otherwise, all lump sum Bid Items will be paid as shown in the Agreement Between Buyer and Seller. Descriptions of the project Bid Items are provided below:

Bid Item No. A: In-Channel Drum Screens. This lump sum Bid Item includes furnishing of goods and special services consisting of supply of two (2) 6-mm perforated plate, fully automatic self-cleaning in-channel mounted drum screens for wastewater applications. Screens shall have a drum diameter of 55-inches (1400 mm) and each be capable of handling 3.2 MGD.

Each screen shall include a 2-inch Y strainer, solenoid valves as required by manufacturer, two radar level transmitters for differential level control, and interconnecting piping/tubing from the Y strainer to spray wash connection points. Two control panels shall be provided. One control panel will control each channel with two screens in series. The first screen has 6-mm openings and the second future screen has 2-mm openings. No 2-mm screen will be provided in one channel with this procurement although the panels shall be fully functional for two screens. All system components delivered to the project site assembled. Special Services shall include: installation certification, operations and maintenance manuals, start-up services and training of Buyer's personnel.

2. Bid Schedule:

BID ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL BID PRICE
A	In-Channel Drum Screens (two 6-mm screens and associated components)	EA	2	\$ 287,557.5	\$ 575,115
Total Bid Price for Item A					
Five Hundred and Seventy Five Thousand One Hundred and Fifteen Dollars and no cents					

3. Lowest Responsive BIDDER:

Determination of the lowest responsive BIDDER will be based on the lump sum price meeting the specification requirements.

4. Completion:

BIDDER agrees that the Goods will be furnished and Special Services will be substantially completed and ready for final payment in accordance with Paragraph 10.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement Between Buyer and Seller.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement Between Buyer and Seller.

Dated: ___June 18th, 2025_____

Name of Business: _____Goble Sampson_____

Authorized Signature: Ryan Spanton

Name: _____Ryan Spanton_____

Title: _____Sales Engineer_____

SECTION 00 41 13.01
BID PROPOSAL
For
Woodside WRF Equipment Procurement – Screens
City of Hailey, Idaho

From: _____ Goble Sampson _____

To: Woodside Water Reclamation Facility,
4197 Glenbrook Drive, Hailey, Idaho 83333

The undersigned, as Bidder, declares that we have received and examined the Project Manual for the **Woodside WRF Equipment Procurement – Screens** that we are well-qualified to supply the Goods and Special Services, that we are familiar with the Goods and Special Services, applicable federal, state, and local laws, ordinances, rules, and regulations, and conditions affecting cost, progress, or performance of the Goods and Special Services, and have made such independent investigations as Bidder deems necessary.

We acknowledge that the Project Manual provides the contract requirements, the general conditions of the contract, the technical specifications, as well as the referenced federal, state, and local laws, ordinances, rules, and regulations.

We acknowledge that addenda numbers __1__ through __3__ have been received and have been examined as part of the Project Manual.

We acknowledge that this price includes the following completed documents: Bid Proposal, and Procurement Bid Form.

The undersigned, as Bidder, proposes and agrees that if this bid is accepted we will contract with the City of Hailey, hereinafter referred to as Buyer, on the form of Agreement Between Buyer and Seller provided herewith to furnish the Goods and Special Services according to the Contract Documents with all terms and conditions contained therein. We agree to sign the Agreement Between Buyer and Seller without qualification and to furnish the performance and payment bonds and the required evidence of insurance within fifteen (15) calendar days after receiving written Notice to Proceed for the contract.

We further propose and agree, if our bid is accepted and a contract for furnishing the Goods and Special Services is entered into with the Buyer, to plan the furnishing and to prosecute it with such diligence that the Goods and Special Services shall be completely furnished within the time stipulated, and to accept as full payment the bid price(s) written in the following Procurement Bid Form.

We agree that this Bid Proposal constitutes an offer, which shall be binding on the undersigned for sixty (60) days from the date of this Bid Proposal.

The party by whom this proposal is submitted and by whom the contract will be entered into in case the award is made to him:

Bidder (State whether business is a Corporation, a Partnership, or an Individual)

_____ Goble Sampson _____, a _____ Corporation _____

Bidder's Address:

State of Incorporation:

_____ 3500 S Main Street Ste 200 _____ Utah _____

_____ South Salt Lake City 84115 _____

Corporate Address:

3500 S Main Street Ste. 200

South Salt Lake, Utah 84115

Bidder's Phone Number: 2062406095

Bidder's Fax Number: 801.268.8790

Bidder's E-mail Address: rspanton@goblesampson.com CC: ewolk@goblesampson.com

Dated: 6/18

(SEAL)

Signature:

Ryan Spanton

Name of Authorizing Official, City of Hailey:

Title: _____

Attested By:

Title: _____

END OF SECTION

SECTION 00 50 13
AGREEMENT BETWEEN BUYER AND SELLER

This Agreement is between the CITY OF HAILEY (Buyer) and
Huber Technology Inc. (Seller).

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - GOODS AND SPECIAL SERVICES

1.01 Seller shall furnish to Buyer the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Goods and Special Services to be provided under the Contract Documents may be the whole or only a part is generally described as follows:

Woodside WRF Equipment Procurement – Screens

ARTICLE 3 - ENGINEER

3.01 The Contract Documents for the Goods and Special Services have been prepared by HDR Engineering, Inc., who is hereinafter called Engineer and who is to assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the furnishing of Goods and Special Services.

ARTICLE 4 - POINTS OF DESTINATION

4.01 The places where the Goods are to be delivered are defined in the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS as the Points of Destination and designated as: Woodside Water Reclamation Facility.

ARTICLE 5 - CONTRACT TIMES

5.01 *Time of the Essence*

A. All time limits for Milestones, the delivery of Goods and the furnishing of Special Services as stated in the Contract Documents are of the essence. The statement herein that time is of the essence shall not be construed to limit the Seller's cure rights as set forth in the Contract Documents upon default, or any other provision of the Contract Documents or under applicable law that would afford Seller a time certain or a reasonable time to perform its contractual obligations.

5.02 Dates for Goods and Special Services

A. Special Services required by the Contract Documents will be performed pursuant to the schedule set forth:

<u>ITEM NO.</u>	<u>MILESTONE EVENT</u>	<u>CONTRACT TIMES</u>	<u>CALENDAR DAYS</u>
1	Shop Drawing Submittals		
a	Process & Instrumentation Drawings, Equipment Data/Cut Sheets, Electrical Drawings, Instrumentation and Control Wiring Diagrams (I/O), Electrical Equipment Cut Sheets.	After date of Agreement	70
2	Review of Shop Drawing Submittals (by Engineer)	After Shop Drawing Submittal (item 1.a.)	14
3	Fabrication & Delivery of Goods	After Approval of Shop Drawings by Engineer (item 2)	160
4	Spare Parts	With Delivery of Goods	
5	Installation Manuals	After Approval of Shop Drawings by Engineer (item 2)	70
6	Final O&M Manual	After Approval of Shop Drawing by Engineer (item 2)	90
7	Completion of Installation Certification	Time Period after Installation Contractor states equipment is ready for commencement of manufacturer's field services	28
8	Operator Training	Time Period after Installation Contractor states equipment is ready for commencement of manufacturer's field services	28
9	Successful Completion of Performance Demonstration Period (14 days uninterrupted operation)	Time Period after Installation Contractor states equipment is ready for commencement of manufacturer's field services	42

5.03 Liquidated Damages

- A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified for delivery of Goods and Special Services, plus any extensions thereof allowed in accordance with Article 7 of the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements for delivery of Goods and Special Services. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead

of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500.00 for each calendar day that expires after the time specified for delivery of each item. Liquidated damages shall also be applicable to the times specified for each item of Special Services (\$500.00/calendar day). The maximum total amount for liquidated damages shall be limited to ten (10) percent of the Total Contract Price in Article 6.

- B. The liquidated damages provided in this Specification Section shall be Buyer's sole and exclusive remedy for Seller's late delivery of Goods and Special Services. Seller shall have no liability to Buyer under this Article if Seller's delay causes no damages or losses to Buyer.
- C. If Seller is prevented from achieving the delivery times, milestone submittal dates or response times, as defined in Article 5.02A. and 5.02.B., for any reason beyond Seller's reasonable control and not attributable to its actions or inactions, Seller shall not be assessed liquidated damages and shall be entitled to an adjustment of the Contract Times and the Contract Price in an amount equal to the duration of the reason or event causing the delay in delivery to the extent that the delay is caused by Buyer.
- D. Upon receipt of Buyer's Notification to Proceed with Fabrication of Equipment that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery (the "Alternate Delivery Site"). Provided the parties agree to a Variation to take into account any additional cost or delay incurred by Seller in implementing this change, the Alternate Delivery Site shall become the agreed place of delivery for all purposes under this Agreement. In such event the following conditions shall apply: (i) title and risk of loss shall pass to the Buyer upon delivery of the products to the Alternate Delivery Site; (ii) any amounts payable to the Seller upon delivery or shipment shall become payable upon delivery of the products to the Alternate Delivery Site; (iii) any additional expenses incurred by the Seller in connection with such shipment to storage shall become payable by the Buyer upon submission of the Seller's invoice(s) (including but not limited to costs of any additional transportation, preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any applicable taxes); (iv) transportation of the products from the storage facility to their place of installation shall be the Buyer's responsibility; and, (v) if the Contract includes Services, subject to the terms and conditions in the Contract the Seller shall resume provision of Services to Buyer when instructed to do so by Buyer provided that all amounts due hereunder plus any cost incurred by Seller in delaying such Services have been paid.

ARTICLE 6 - CONTRACT PRICE

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds pursuant to the schedule below:

<u>MILESTONE EVENT</u>	<u>PERCENT</u> <u>PAYMENT AT EACH</u> <u>EVENT</u>	<u>PRICE</u>
Notice to Proceed	10	\$
Approval of Shop Drawing Submittals	20	
Delivery of Installation Manuals	10	\$
Delivery of Goods	40	\$
Final O&M Manual	10	\$
Satisfactory Install Certification/Performance	10	
Testing/Operator Training		\$
Total Price	100	\$

ARTICLE 7 - PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payments*

- A. Seller shall submit Applications for Payment to Buyer in accordance with the Contract Documents. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

7.02 *Progress Payments*

- A. Buyer shall make payments on account of the Contract Price on the basis of Seller's Applications for Payment as recommended by Engineer for items listed in Article 6.

7.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.06 of the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS, Buyer shall make final payment thirty (30) days after acceptance by the City Council.

ARTICLE 8 - INTEREST

8.01 All moneys not paid when due hereunder shall bear interest at the maximum statutory rate allowed by law at the place of BUYER'S project in accordance with State of Idaho.

ARTICLE 9 - SELLER'S REPRESENTATIONS

9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.
- G. Seller's relationship to the Buyer in performance of this Agreement is that of an Independent Contractor. The personnel performing services under this Agreement shall at all times be under the Seller's exclusive direction and control and not employees of the Buyer. Seller shall pay all wages, salaries and other amounts due to its employees in connection with this agreement and shall be responsible for all applicable state, federal, and local reports and obligations respecting

them such as labor wages, social security, income tax withholding, unemployment compensation and similar matters.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement for Procurement Contracts.
 2. Performance Bond for Procurement Contracts.
 3. Payment Bond for Procurement Contracts.
 4. General Conditions for Procurement Contracts.
 5. Supplementary Conditions for Procurement Contracts.
 6. Specifications as listed in table of contents.
 7. Drawings as listed in table of contents.
 8. Addenda (Numbers 1 to 3, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Seller prior to Notice of Award;
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Written Amendment(s).
 - c. Change Order(s).
 - d. Field Order(s).
 - e. Engineer's Written Interpretation(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS.

ARTICLE 11 - MISCELLANEOUS

11.01 *Defined Terms*

- A. Terms used in this Agreement will have the meanings indicated in the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS and the SUPPLEMENTARY CONDITIONS FOR PROCUREMENT CONTRACTS.

11.02 *Successors and Assigns*

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

11.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.04 *Limitations of Liability*

- A. Notwithstanding any other provisions of the Contract Documents, the Supplier's total liability for direct, indirect, incidental, special, punitive or other damages arising at any time under any of the Contract Documents or otherwise in connection with completing the Contract (whether arising under breach of contract, tort, strict liability, or any other theory of law) shall not exceed the amount of the Contract Price.

11.05 *Performance and Payment Bond*

- A. For the faithful performance of this Agreement Between Buyer and Seller in accordance with the Contract Documents and payment for all labor and materials as specified in Section 00 41 13 – Procurement Bid Form, the Seller shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the price stated, said bonds to be executed by a surety company authorized to do business in the State of Idaho.

11.06 *Sales Tax*

- A. The Buyer will provide to the Seller a copy of Idaho State Tax Commission Sales Tax Resale or Exemption Certificate (ST-101) for the Seller's records. The Equipment is Sales Tax Exempt by both item 3. Exempt Buyer (Federal/Idaho Government Entity) and item 5. Other Exempt Goods and Buyers (Pollution Control items). If the State of Idaho determines the equipment is not Tax Exempt, Buyer will reimburse Seller by Change Order for the Sales Tax paid to the State (actual paid amount only, receipt required).

11.07 *Certification Regarding Boycotting Certain Sectors*

- A. Pursuant to Idaho Code § 67-2347A, Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company:
 1. Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-base energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
 2. Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d).

11.08 *Certification Regarding Anti-Boycott of Israel*

- A. Pursuant to Idaho Code § 67-2346, Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

11.09 Certification Regarding Ownership and Operation

A. Pursuant to Idaho Code § 67-2359, Bidder certifies that it is not currently owned or operated by the government of China, and will not, for the duration of this contract, be owned or operated by the government of China.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in duplicate. One counterpart each has been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

Buyer: City of Hailey, Idaho

By: Martha Burke

Title: City of Hailey, Idaho Mayor

Executed on ____/____, 2025

Attest

By:

Title:

Approved to as Form:

Seller: HUBER Technology, Inc.

Agent for service of process:

By: Christian Primm, Engineering Manager

Christian Primm

Attest: Ron Maiorana, Regional Sales Director

Address for giving notice:

1009 Airlie Parkway, Denver NC 28037

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

END OF SECTION