# OVIVO Worldwide Experts in Water Treatment

#### **PROPOSAL**

1-07-0232

SEPTEMBER 20, 2022

# CORONA WRF CORONA, CA

#### PREPARED FOR

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#### **AREA REPRESENTATIVE**

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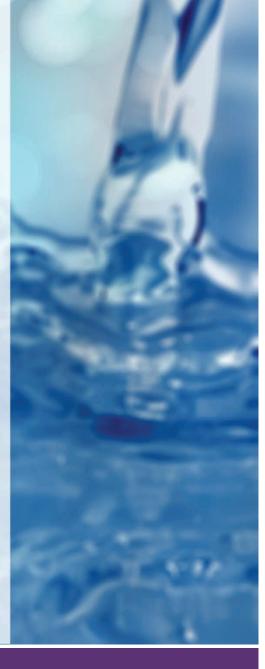
#### NOTE

Addendums No. 1 has been received and reviewed

Please note, Pricing is only valid through the Expiration Date listed in this proposal. Ovivo will not accept purchase orders for this proposal past that date without reviewing pricing and delivery of items proposed.

#### PREPARED BY

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#### **TABLE OF CONTENTS**

BID CONFIGURATION SUMMARY	4
PROPOSAL SUMMARY / EXPERIENCE	5
BID OPTIONS COMPARISON TABLE	6
DELIVERY	6
WARRANTY	7
CONTRACT MANAGER	7
DESIGN PARAMETERS	7
BASE BID – ANAEROBIC DIGESTER COVER – SPECIFICATION SECTION 437000	8
DESCRIPTION AND PERFORMANCE	8
TECHNICAL DATA	8
SCOPE OF SUPPLY	9
SURFACE PREPARATION AND PAINTING	10
FIELD SERVICE	10
CLARIFICATIONS AND EXCEPTIONS TO SPECIFICATION SECTION 437000	10
PREVENTATIVE MAINTENANCE SCHEDULE	12
ALTERNATE I – ANAEROBIC DIGESTER COVER – SPECIFICATION SECTION 437000	14
DESCRIPTION AND PERFORMANCE	14
TECHNICAL DATA	14
SCOPE OF SUPPLY	15
SURFACE PREPARATION AND PAINTING	16
FIELD SERVICE	16
CLARIFICATIONS AND EXCEPTIONS TO SPECIFICATION SECTION 437000	16
PREVENTATIVE MAINTENANCE SCHEDULE	18
GENERAL ARRANGEMENT DRAWING	19
ALTERNATE II – ULTRASTORE™ MEMBRANE GASHOLDER COVER – SPECIFICATION SECTION 437000	20
DESCRIPTION AND PERFORMANCE	20
TECHNICAL DATA	20
SCOPE OF SUPPLY	21
FIELD SERVICE	22
CLARIFICATIONS AND EXCEPTIONS TO SPECIFICATION SECTION 437000	22
PREVENTATIVE MAINTENANCE SCHEDULE	23
GENERAL ARRANGEMENT DRAWING	24
GENERAL ARRANGEMENT DRAWING	25
ADDITIONAL GENERAL OVIVO INFORMATION	27
GENERAL NOTES	27
BUY AMERICAN REQUIREMENTS	27
AMERICAN IRON AND STEEL ACT	28
ADDITIONAL FIELD SERVICE	28

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION	29
ADDITIONAL PRICING AND DELIVERY TERMS	29
PAYMENT TERMS	30
TAXES	31
BACKCHARGES	31
**PURCHASE ORDER SUBMISSION**	31
GENERAL ITEMS NOT INCLUDED	31
MANUALS	32
WARRANTY AND CONDITIONS	32
PERFORMANCE WARRANTY DISCLAIMER	32
CONFIDENTIALITY	32
TERMS AND CONDITIONS	34
BID FORMS	35
SIGNATURE FORM	39
EXCEPTION FORM	41
ISO 9001 CERTIFICATE	
PARTIAL INSTALLATION LIST	45
REFERENCE LIST	54

DATE: September 20, 2022

TO: CORONA WRF

CORONA, CA

RFP DATE: SEPTEMBER 21, 2022

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the "Products") on the project indicated above (the "Project"). This proposal, either in its original form or in its "as sold" format, constitutes Ovivo's contractual offer of goods and services in connection with the Project. Please contact Ovivo's sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

#### **Coombs Hopkins Company (CHC)**

8706 South 700 East

Suite 201

Sandy, UT 84070

Attention: James Goldhardt Telephone: 801.674.2177 Office: 801.305.4231

Email: james@chcwater.com

#### **BID CONFIGURATION SUMMARY**

ITEM	SPECIFICATION SECTION	EQUIPMENT	QUANTITY	PRICE <sup>1</sup>
BASE BID	437000	Ovivo® Steel Covers (Model: 50 F1)	One (1)	
ALT I	437000	Ovivo® Steel Covers (Model: 50 U1)	One (1)	See Included Cost Proposal
ALT II	437000	Ultrastore™ Membrane Gasholders (Model: 2M-¾-TM-50)	One (1)	•

<sup>&</sup>lt;sup>1</sup> All prices in US Dollars. Price valid for 30 days only.

**NOTE:** Pricing is based on Ovivo's T&C's, note that Ovivo is willing to negotiate these T&Cs terms conditions to come to a mutual agreement if needed, however, modified terms may have an impact on the schedule.

#### **PROPOSAL SUMMARY / EXPERIENCE**

OVIVO (Formerly known as Eimco Water Technologies) has been providing digester covers for nearly 100 years (the first cover was provided back in 1929)! No other manufacturer in the industry has as much experience as Ovivo does on radial beam covers. Throughout the years, Ovivo has shipped over 1,000 covers within the US and many more globally. Furthermore, Ovivo has provided over 350 Membrane covers globally with about 50 of those in the US. Finally, Ovivo has provided 1,000s of externally mounted mixers (more on why this is importation under Alternate 2. There is probably no configuration that Ovivo has not looked at, let alone provided, regarding radial beam and membrane gasholder covers.

With Ovivo's extensive knowledge and experience with covers, Ovivo is proposing three options for consideration and evaluation for the Corona Water Reclamation Facility #1 on Digester #2. Knowing that the project is time sensitive and that the weight of the equipment is critical, the options presented take these parameters and others into consideration.

Base Bid: The first option presented reflects what is requested in the specifications (Please see the "Base Bid" section below for further details and scope of supply), which is a traditional fixed radial beam steel cover. It should be noted that the specifications require the skirt to be 1ft below the minimum liquid level, thus requiring the skirt to be 12 ft long. It is understood that the skirt should be at this elevation for sealing purposes; however, by doing so it increases the overall cover weight, adds to the fabrication time in addition to the construction time. For this reason, Ovivo is proposing two alternatives that meets the intent of the specifications but reduces the cover weight. Furthermore, the cover will be designed to allow for the listed gas scrubber to be mounted on top of the cover

Alternate 1: The first alternative is similar to the Base Bid, however, opposed to providing a long skirt, Ovivo is proposing its patent pending Ultraseal design (Please see the "Alternate 1" section below for further details and scope of supply). The Ultraseal design is superior to the Base Bid for this application in four main ways (among others); 1) the overall cover weight is nearly 20,000 lbs lighter. 2) The loading of the cover will be transferred to the supplied corbels, allowing for shear loading into the anchors and removing any lateral loading, 3) the cover is completely sealed around the perimeter preventing the release of any gases or odors and 4) because the cover has no skirt, installation and construction can be done easier and faster. Furthermore, the cover will be designed to allow for the listed gas scrubber to be mounted on top of the cover

**Alternate 2:** The second alternate is using a different approach but can be completed quicker in addition to offering cost savings (Please see the "Alternate 2" section below for further details and scope of supply). A membrane gasholder is being proposed to be evaluated. In order to allow for the scrubber to be installed, a platform that will mount to the top of the tank wall and hang over will be provided. This platform is the same platform

that Ovivo has provided on their EDT Mixers (with 1,000's of them being installed). A membrane gasholder can be fabricated in a shorter duration (with only the fans being the long lead items) and can be installed in a fraction of the time that it would take to install a steel cover. Furthermore, a membrane gasholder is a fraction of the weight of any steel cover configuration.

#### **BID OPTIONS COMPARISON TABLE**

Comparison including weights and lead times

Bid Type	Туре	Sealing Type	Equipment Weight	Submittal Duration <sup>1</sup>	Fabrication Duration <sup>2</sup>	Installation Duration <sup>3</sup>
Base Bid	Steel Cover	12' Skirt	56,000 lbs /	6 Weeks	24 Weeks	~12-16
50 F1	Steel Cover	12 SKIIL	28 psf	o weeks	24 Weeks	weeks
Alternate Bid 1	Steel Cover	Membrane	34,000 lbs /	6 Weeks	22 Weeks	~12-16
50 U1	Steel Cover	Seal	Seal 16.8 psf		ZZ WEEKS	weeks
Alternate Bid 2	Membrane	Membrane	8,000 lbs /	6 Weeks	20 Weeks	~4-5
2M-1/4-TM-50	Cover	Seal	<sup>4</sup> 891 psf	o weeks	20 Weeks	Weeks

<sup>&</sup>lt;sup>1</sup> Based on Ovivo's terms and conditions for review and negotiation if required

Ovivo has a great deal of experience with all options included above and is willing to provide the necessary support to help provide the smoothest and quickest installation possible. Ovivo highly recommends having direct communication with the engineer during the submittal process to minimize time (and is even willing to go to the Aqua office during the review period to help answer questions and minimize the back-and-forth submittals). Furthermore, Ovivo will offer pre-construction calls with the contractor to discuss details such as lift plans, and other conversations to help the construction schedule as well. ¼

#### **DELIVERY**

Ovivo will submit drawings and other information for approval within six (6) weeks after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Purchaser shall approve all submittals and release for fabrication no more than four (4) weeks from Ovivo's initial submittal date. Ovivo intends to ship all Products based on the scheduled shown in the Comparison Table above.

It should be noted that If Purchaser submits a PO not conforming to this proposal in its entirety, Ovivo makes no guarantee that an executed contract can be completed by the durations shown. Ovivo's required terms are included in this proposal. Ovivo will begin to work on submittals/shop drawings only after a conforming purchase order is acknowledged or a contract is fully executed.

<sup>&</sup>lt;sup>2</sup> After approved submittals and based on Ovivo's terms and conditions.

<sup>&</sup>lt;sup>3</sup> Estimate only and based on our experience. Installation duration is greatly impacted by the experience of the contractor, size of crew and lay down area.

<sup>&</sup>lt;sup>4</sup> Loading is based on the psf applied to the seal ring around the parameter of the top of the tank wall, anchored in every 5-6 inches with mechanical anchors.

#### WARRANTY

Ovivo's scope includes an extended warranty for the three proposed options, as follows: The warranty period included is thirty-six (36) months from startup of the equipment but not to exceed forty-two (42) months from shipment.

#### **CONTRACT MANAGER**

Name: Rusty Sirwaitis
Title: Project Manager

Office Address: 4246 S. Riverboat Road, Suite 300. Salt Lake City, UT 84123

Office Phone Number: (801) 931-3026 Mobile Phone Number: (801) 388-5622

E-Mail Address: rusty.sirwaitis@ovivowater.com

#### **DESIGN PARAMETERS**

PARAMETER	DATA	SPECIFICATION/ DRAWING
Number of Digester	One (1) Digester No. 2	Section 1.1 A
Tank Diameter	50 ft	Section 1.3 A 1
Wall Thickness	17 in	Section 1.3 A 2
Top of Tank Elevation	35 ft 2 in	Section 1.3 A 3
Max. Liquid Level Elevation	28 ft	Section 1.3 A 4
Min. Liquid Level Elevation	24 ft	Section 1.3 A 5
Bottom of Skirt Plate	23 ft	Section 2.2 C
Bottom of Wall Elevation <sup>1</sup>	0 ft	N/A
Tank Height <sup>1</sup>	35 ft 2 in	N/A
Design Pressure <sup>1</sup>	18 in w.c	N/A
Operating Pressure	11.5 in w.c	Section 1.3 A 6
Relief Pressure	17 in w.c	Section 1.3 A 7
Live Load	40 psf	Section 1.3 A 8
Vacuum Load	2 in w.c	Section 1.3 A 9
Seismic	Zone D	Section 1.3 A 10
Wind Speed	CBC 2018 and applicable ASCE 7-16	Section 1.3 A 11

<sup>&</sup>lt;sup>1</sup> This parameter was not listed, the data listed is an assumption, please confirm.

Please note that the cover design and price are based on the design parameters listed above. Any modification or change to elevation could constitute in a change order.

#### BASE BID – ANAEROBIC DIGESTER COVER – SPECIFICATION SECTION 437000

#### **DESCRIPTION AND PERFORMANCE**

Ovivo provides a variety of digester steel covers. Each digester steel cover is constructed as a domeshaped segment of a sphere, offering maximum strength and structural integrity. The



Figure 1: Ovivo® Fixed Steel Cover

digester steel covers are radial beam designed to be erected quickly and efficiently, this is a simple, rigged structural design. The thrust ring is installed at the periphery of each cover to absorb all design loads without transmitting excessive forces to the concrete digester wall. During erection, the cover is supported by radial beams attached to a center ring and the thrust ring which add strength to the complete unit.

#### **TECHNICAL DATA**

Ovivo proposes to furnish one (1) Ovivo® Fixed Steel Cover (50 F1) to be installed on Digester number 2. The design of the proposed mechanism is based upon Ovivo standard engineering practices and details which will meet the intent of the Engineer's Specifications. Enclosed drawing shows the approximate configuration of the proposed equipment.

Model	50 F1
Type	Ovivo® Fixed Steel Cover
Max Side Sheet Length	144 in (12 ft)
Appurtenances <sup>1</sup> :	
Center Gas Dome	One (1) 102 in (Minimum)
Manholes	Two (2) 42 in Ø
Sample Ports	Three (3) 5 in Ø
Open nozzle for Gas Line	One (1) 4 in Ø
Open nozzle for Level transmitter	One (1) 2 in Ø
Flange for Sight Glasses	One (1) 3 ft x 1.8 ft
Open nozzle for Gas Seal	One (1) 12 in Ø
Open nozzle for Thermometer	One (1) 6 in Ø
Open nozzle for PRVB	One (1) 4 in Ø
Total Weight <sup>2</sup>	56,000 lbs
Estimated Field Welding <sup>2</sup>	1,500 ln ft
Standard Welding	1,000 ln ft
Overhead Welding	500 In ft
Estimated Field Painting (Inside and Outside) <sup>1</sup>	6,000 sq ft

<sup>&</sup>lt;sup>1</sup> Section 2.3 A and Addendum No.1

<sup>&</sup>lt;sup>2</sup> The values are estimates only and will be updated with the final values after approved submittals.

Ovivo's scope of supply does not include installation. The weight, welding and painting requirements are estimates only, the final values will be provided after approved submittals. The above field welding estimate is based on a single pass welding and the overall requirements on Figure 2.

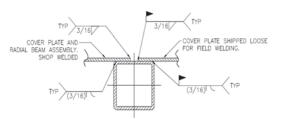


Figure 2: Typical Weld Detail for Radial Beam

#### SCOPE OF SUPPLY

#### Items Included

One (1) 102"Ø center ring with cover plate, flange bolts, nuts and gasket

Two (2) 42" manholes with bolts and gaskets. Covers provided by others

Three (3) 5"Ø sample tubes. Covers provided by others

One (1) 4"Ø flanged open nozzle for gas piping. Piping provided by others

One (1) 2"Ø flanged open nozzle for level transmitter. Instruments provided by others

One (1) 3'x1.8' flanged open nozzle for sight glasses. Sight glasses provided by others

One (1) 12" flanged open nozzle for gas seal. Piping provided by others

One (1) 6"Ø flanged open nozzle for thermometer. Instruments provided by others

One (1) 4"Ø flanged open nozzle for PRVB. Valves provided by others

Necessary Steel Cover Components such as:

- Erection Beams
- Cover Plates
- Epoxy anchoring assemblies
- Side Skirt Sections

Mild Steel construction except as noted

Ez Rect<sup>™</sup> System

Operation and Maintenance manuals

Service as noted in the "Field Service" and "Additional Field Service" segments

FCA Factory, Freight allowed to the jobsite

#### Items Not Included (But Not Limited To The Following)

Gas handling equipment, unless included above

Valves, unless included above

Sample tube covers

Walkways, stairs, steps, ladders, unless included above

Handrails grates, platforms, grating, unless included above

Piping, fittings, tubing and pipe supports

Flange bolts, nuts and gaskets

Grout

Coating, prime paint, field touch up or finishing painting

Insulation or Roofing

Annular Seal Filler material
Modifications to digester tank or other equipment
Sight glasses
Installation, testing, testing materials and / or testing equipment
Conduit, wiring, or any other control or electrical items
Lightning protection items such as rods, terminals, cabling, supports, etc
Stainless steel passivation
Any items not specifically listed in the "Items Included" table

#### SURFACE PREPARATION AND PAINTING

Ovivo will ship all fabricated items bare for field painting by others.

#### **FIELD SERVICE**

This proposal includes the service of a qualified service engineer per Section 3.3 for the following:

No. of Trips	No. of Days	Description
One (1)	One (1)	Pre-Erection Training Services
One (1)	One (1)	Installation Inspection
One (1)	One (1)	Start-up /Testing Assistance /Training /Final acceptance checkout

Based on Section "Additional Field Service", any require/request additional service days and trips, will be charged accordingly.

#### **CLARIFICATIONS AND EXCEPTIONS TO SPECIFICATION SECTION 437000**

Insulation, Coating, Sealant – Sections 1.5 A 7, 2.1 D and E, 3.1 B and C and 3.6 A

To clarify, this proposal does not include grout, painting, coating or insulation. These items will be provided by others.

#### Warranty – Section 1.4

The warranty period included is thirty-six (36) months from startup of the equipment but not to exceed forty-two (42) months from shipment.

#### Structural Design – Section 2.1 F

Ovivo will provide standard radial beam type fixed cover to meet the intent of the specification's Note that Ovivo's fixed steel covers are designed such that radial beams are used for both erection and structural design of steel cover. Any change on design guideline will lead to change order.

#### Appurtenances – Section 2.3

For clarification, Ovivo's scope of supply does not include any gas handling equipment, corbels, piping, fittings, tubing, and connections. Ovivo's scope of supply does not include manhole or sample tube covers.

#### General

To clarify, Ovivo's proposal does not include any gas handling equipment, valves, corbels, piping, fittings, tubing, and connections, piping, gas takeoff, ballasts, gas control connections, insulation, installation, or testing.

Ovivo's scope of supply does not include any inspection or structural evaluation of the existing digesters' condition. Ovivo has not conducted an inspection of the site or conditions and relies solely upon the information disclosed by the Owner when determining the scope, scheduling, site preparation, labor, materials, equipment, products, training, and service to be included in this Project. Owner shall be responsible for the accuracy and veracity of any data or other information it discloses to Ovivo in connection with the Project.

#### EZ-Rect™ System

The EZ-RECT™ cover erection system is a feature with the digester cover. Ovivo will provide the digester cover with cover plate/radial beam sections pre-assembled, and finish welded in the shop to facilitate the erection of the cover. Each assembly will consist of two (2) beams and one (1) cover plate.

Ovivo offers this option to reduce the amount of field welding required to erect a cover of this diameter. This will reduce the total amount of field welding for the digester steel cover. Furthermore, this will reduce the number of pieces to be handled during erection.

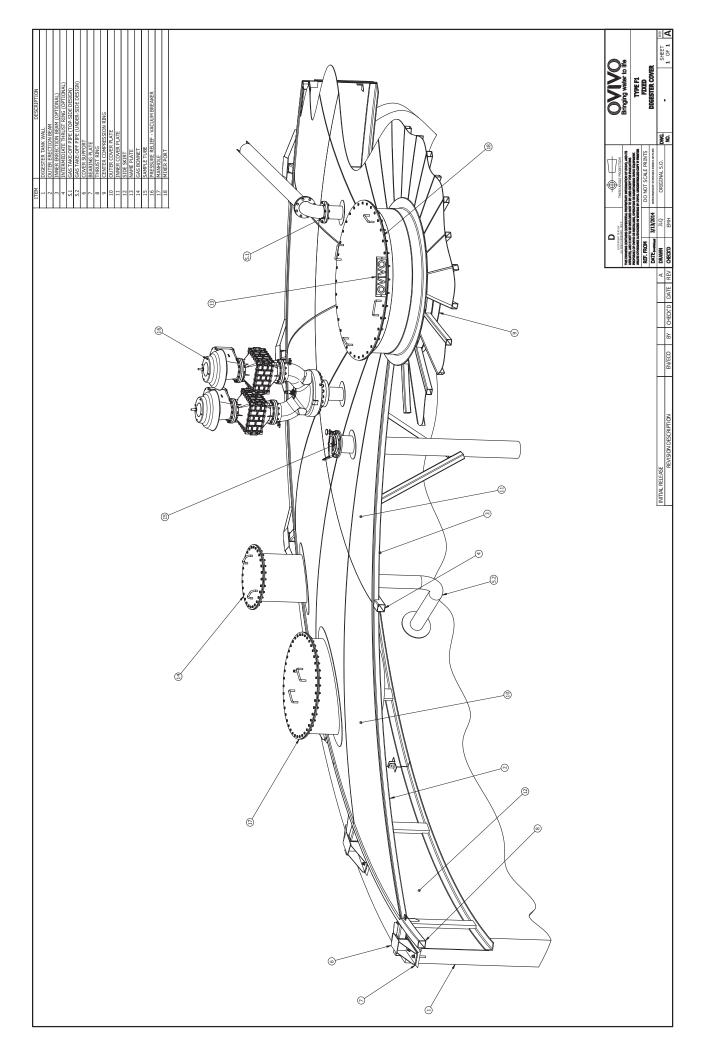
Ovivo suggests a careful consideration of the various offerings in regard to the amount of field welding disclosed by the cover manufacturers. The variance in the various estimates should be within a reasonable amount of the quantity expressed in this proposal. Ultimately, the Contractor is required to make their own estimate of welding requirements.

Painting: The cover side sheets are shipped unpainted, so all necessary cleaning, sandblasting and painting must be done progressively as the assembly proceeds. Be aware that the side sheets will be difficult to paint if they are installed inside the tank. Do not paint within 3 inches of all areas to be welded. It is also imperative that all welds are per the erection drawings and gas tight. Therefore, the erector must be able to certify that no leaks exist prior to painting. Cover erection is completed in five steps:

- 1. Side Sheet Assembly
- 2. Center Ring and Erection Beam Installation
- 3. EZ-Rect Cover Plate Assembly Installation
- 4. Remaining Cover Plate Installation
- 5. Manholes, Spools, Tubes, Etc., Installation

#### PREVENTATIVE MAINTENANCE SCHEDULE

MAINTENANCE PROCEDURE	FREQUENCY	LUBRICANT (if applicable)	COMMENTS/ REFERENCES
A. Inspect the gas safety devices, such as the flame arrester, pressure relief/vacuum breaker valve, sample tubes and check valves.  CAUTION: During cold weather the pressure relief/vacuum breaker valve can freeze shut allowing gas pressure under the cover to rise above the specified maximum pressure. Therefore, daily inspection for proper operation of the pressure relief/vacuum breaker valve is required during cold weather	Monthly - See "CAUTION"	NA	Refer to the Manufacturer's Instructions in this manual for those devices furnished by Ovivo.
B. Inspect the tank-to-wall seal to make certain it has not deteriorated, shrunk or otherwise	Every 6 months	NA	Refer to the Ovivo Operation & Maintenance Instructions
developed openings that will permit the escape of gas at the edges of the cover			
C. Inspect the painted surfaces and touch-up or repaint, as necessary	Yearly	NA	Refer to the Ovivo Operation & Maintenance Instructions



#### ALTERNATE I – ANAEROBIC DIGESTER COVER – SPECIFICATION SECTION 437000

#### **DESCRIPTION AND PERFORMANCE**

Ovivo provides a variety of digester steel covers. Each digester steel cover is constructed as a dome-shaped segment of a sphere, offering maximum strength and structural integrity. The digester steel covers are radial beam designed to be erected quickly and efficiently, this is a simple, rigged structural design. The thrust ring is installed at the periphery of each cover to absorb all design loads without transmitting excessive forces to the concrete digester wall. During erection, the cover is supported by radial beams attached to a center ring and the thrust ring which add strength to the complete unit.

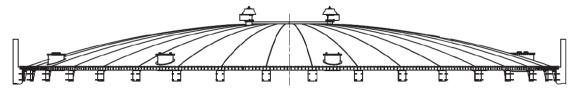


Figure 3: Ovivo Ultraseal Fixed Steel Cover (U1) Confidential - Patent Pending Design

#### **TECHNICAL DATA**

Ovivo proposes to furnish one (1) Ovivo® Ultraseal Fixed Cover Steel Cover (50 U1) to be installed. The design of the proposed mechanism is based upon Ovivo standard engineering practices and details which will meet the intent of the Engineer's Specifications. Enclosed drawing shows the approximate configuration of the proposed equipment.

Model	50 U1
Type	Ovivo® Ultraseal Fixed Steel Cover
Appurtenances <sup>1</sup> :	
Center Gas Dome	One (1) 102 in (Minimum)
Manholes	Two (2) 42 in Ø
Sample Ports	Three (3) 5 in Ø
Open nozzle for Gas Line	One (1) 4 in Ø
Open nozzle for Level transmitter	One (1) 2 in Ø
Flange for Sight Glasses	One (1) 3 ft x 1.8 ft
Open nozzle for Gas Seal	One (1) 12 in Ø
Open nozzle for Thermometer	One (1) 6 in Ø
Open nozzle for PRVB	One (1) 4 in Ø
Total Weight <sup>2</sup>	34,000 lbs
Estimated Field Weldin2	1,300 ln ft
Standard Welding	900 In ft
Overhead Welding	400 ln ft
Estimated Field Painting (Inside and Outside) <sup>2</sup>	5,000 sq ft

<sup>&</sup>lt;sup>1</sup> Section 2.3 A and Addendum No.1

<sup>&</sup>lt;sup>2</sup> The values are estimates only and will be updated with the final values after approved submittals.

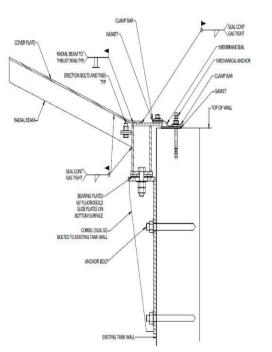


Figure 5: Ovivo's U1 Cover Mounting Section View

Confidential – Patent Pending

Ovivo's scope of supply does not include installation. The weight, welding and painting requirements are estimates only, the final values will be provided after approved submittals. The above field welding estimate is based on a single pass welding and the overall requirements on Figure 4

As shown in Figure 5, a skirt is no longer used for this cover design. The cover is sealed using a membrane seal (similar to how we seal our membrane gasholder covers that hold gas in the same environment).

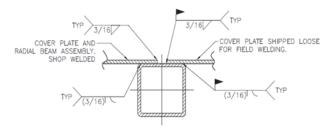


Figure 4: Typical Weld Detail for Radial Beam Connections

#### SCOPE OF SUPPLY

#### Items Included

One (1) 102"Ø center ring with cover plate, flange bolts, nuts and gasket

Two (2) 42"Ø manholes with bolts and gaskets. Covers provided by others

Three (3) 5"Ø sample tubes. Covers provided by others

One (1) 4"Ø flanged open nozzle for gas piping. Piping provided by others

One (1) 2"Ø flanged open nozzle for level transmitter. Instruments provided by others

One (1) 3'x1.8' flanged open nozzle for sight glasses. Sight glasses provided by others

One (1) 12" flanged open nozzle for gas seal. Piping provided by others

One (1) 6"Ø flanged open nozzle for thermometer. Instruments provided by others

One (1) 4"Ø flanged open nozzle for PRVB. Valves provided by others

Necessary Steel Cover Components such as:

- Erection Beams
- Cover Plates
- Epoxy anchoring assemblies
- Membrane Perimeter Seal
  - Type III, PVDF, UV Protected
  - Mechanical anchor bolts
  - Flange, corbels, and clamps, 316 SS
  - Neoprene Gasket for tank wall

Mild Steel construction except as noted

EZ Rect<sup>™</sup> System

Operation and Maintenance manuals

Service as noted in the "Field Service" and "Additional Field Service" segments

FCA Factory, Freight allowed to the jobsite

#### Items Not Included (But Not Limited To The Following)

Gas handling equipment, unless included above

Valves, unless included above

Sample tube covers

Walkways, stairs, steps, ladders, unless included above

Handrails grates, platforms, grating, unless included above

Passivation (any other unless specifically listed above)

Piping, fittings, tubing and pipe supports, unless included above

Flange bolts, nuts and gaskets

Coating, prime paint, field touch up or finishing painting

Grout, Insulation or Roofing

Modifications on digester tank or other equipment

Sight glasses

Installation, testing, testing materials and / or testing equipment

Conduit, wiring, or any other control or electrical items

Lightning protection items such as rods, terminals, cabling, supports, etc.

Any items not specifically listed in the "Items Included" table

#### SURFACE PREPARATION AND PAINTING

Ovivo will ship all fabricated items bare for field painting by others.

#### **FIELD SERVICE**

This proposal includes the service of a qualified service engineer per Section 3.3 for the following:

No. of Trips	No. of Days	Description
One (1)	One (1)	Pre-Erection Training Services
One (1)	One (1)	Installation Inspection
One (1)	One (1)	Start-up /Testing Assistance /Training /Final acceptance checkout

Based on Section "Additional Field Service", any require/request additional service days and trips, will be charged accordingly.

#### **CLARIFICATIONS AND EXCEPTIONS TO SPECIFICATION SECTION 437000**

Insulation, Coating, Sealant – Sections 1.5 A 7, 2.1 D and E, 3.1 B and C and 3.6 A

To clarify, this proposal does not include grout, painting, coating or insulation. These items will be provided by others.

#### Warranty - Section 1.4

The warranty period included is thirty-six (36) months from startup of the equipment but not to exceed forty-two (42) months from shipment.

#### Structural Design – Section 2.1 F

Ovivo will provide a standard radial beam type fixed cover to meet the intent of the specification's Note that Ovivo's fixed steel covers are designed such that radial beams are used for both erection and structural design of steel cover. Any change on design guideline will lead to change order.

#### Roof Wall Supports – Section 2.2 D

The weight of the cover shall be carried by wall supports; however, the supports will be on the supplied Corbels that are to be anchored into the wall. Allowing for better loading transfer in addition to the ability to seal the cover completely around the perimeter of the wall with Ovivo's patent pending Ultraseal design.

#### Roof Seal Plate and Seal – Section 2.2 F-G

This design will utilize Ovivo's patent pending Ultraseal design; therefore, no seal plate or digester seal will be required or used.

#### Appurtenances – Section 2.3

For clarification, Ovivo's scope of supply does not include any gas handling equipment, corbels, piping, fittings, tubing, and connections. Ovivo's scope of supply does not include aluminum or stainless-steel manhole or sample tube covers.

#### General

To clarify, Ovivo's proposal does not include any gas handling equipment, valves, corbels, piping, fittings, tubing, and connections, piping, gas takeoff, ballasts, gas control connections, insulation, installation, or testing.

Ovivo's scope of supply does not include any inspection or structural evaluation of the existing digesters' condition. Ovivo has not conducted an inspection of the site or conditions and relies solely upon the information disclosed by the Owner when determining the scope, scheduling, site preparation, labor, materials, equipment, products, training, and service to be included in this Project. Owner shall be responsible for the accuracy and veracity of any data or other information it discloses to Ovivo in connection with the Project.

#### EZ-Rect™ System

The EZ-RECT™ cover erection system is a feature with the digester cover. Ovivo will provide the digester cover with cover plate/radial beam sections pre-assembled, and finish welded in the shop to facilitate the erection of the cover. Each assembly will consist of two (2) beams and one (1) cover plate.

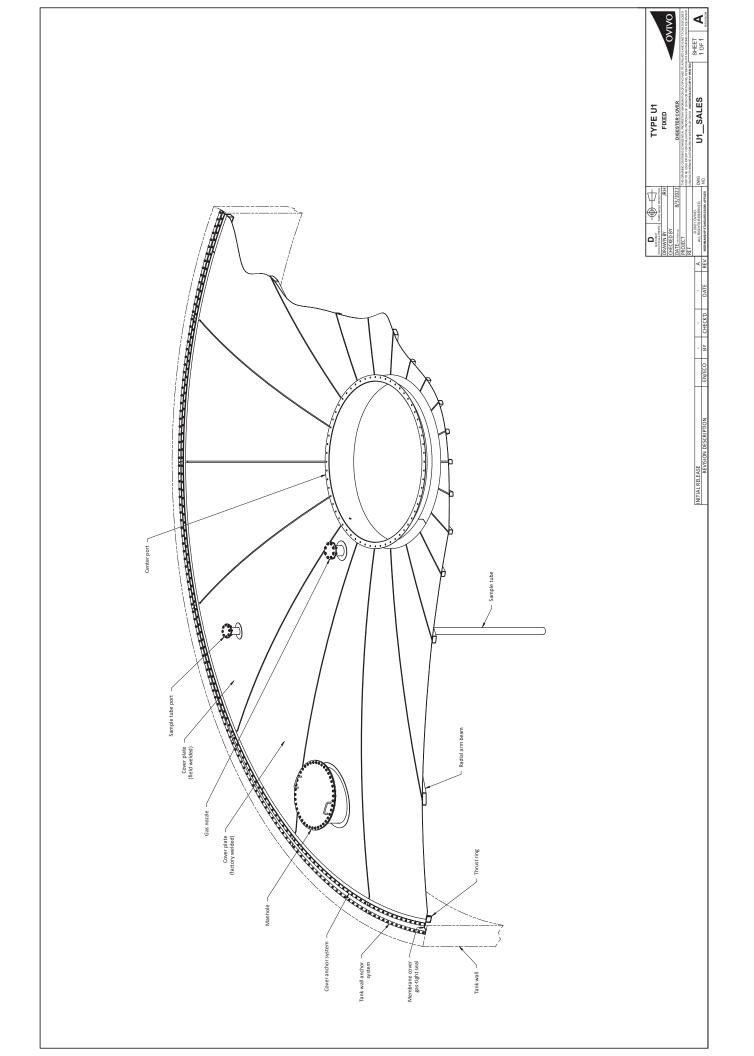
Ovivo offers this option to reduce the amount of field welding required to erect a cover of this diameter. This will reduce the total amount of field welding for the digester steel cover. Furthermore, this will reduce the number of pieces to be handled during erection. Ovivo suggests a careful consideration of the various offerings in regard to the amount of field welding disclosed by the cover manufacturers. The variance in the various estimates should be within a reasonable amount of the quantity expressed in this proposal. Ultimately, the Contractor is required to make their own estimate of welding requirements.

Painting: The cover side sheets are shipped unpainted, so all necessary cleaning, sandblasting and painting must be done progressively as the assembly proceeds. Be aware that the side sheets will be difficult to paint if they are installed inside the tank. Do not paint within 3 inches of all areas to be welded. It is also imperative that all welds are per the erection drawings and gas tight. Therefore, the erector must be able to certify that no leaks exist prior to painting. Cover erection is completed in four steps:

- 1. Center Ring and Erection Beam Installation
- 2. EZ-Rect Cover Plate Assembly Installation
- 3. Remaining Cover Plate Installation
- 4. Manholes, Spools, Tubes, Etc., Installation

#### PREVENTATIVE MAINTENANCE SCHEDULE

MAINTENANCE PROCEDURE	FREQUENCY	LUBRICANT (if applicable)	COMMENTS/ REFERENCES
A. Inspect the gas safety devices, such as the flame arrester, pressure relief/vacuum breaker valve, sample tubes and check valves.  CAUTION: During cold weather the pressure relief/vacuum breaker valve can freeze shut allowing gas pressure under the cover to rise above the specified maximum pressure. Therefore, daily inspection for proper operation of the pressure relief/vacuum breaker valve is required during cold weather.	Monthly - See "CAUTION"	NA	Refer to the Manufacturer's Instructions in this manual for those devices furnished by Ovivo.
B. Inspect the tank-to-wall seal to make certain it has not deteriorated, shrunk or otherwise developed openings that will permit the escape of gas at the edges of the cover	Every 6 months	NA	Refer to the Ovivo Operation & Maintenance Instructions
C. Inspect the painted surfaces and touch-up or repaint, as necessary	Yearly	NA	Refer to the Ovivo Operation & Maintenance Instructions



## ALTERNATE II – ULTRASTORE™ MEMBRANE GASHOLDER COVER – SPECIFICATION SECTION 437000

#### **DESCRIPTION AND PERFORMANCE**

The Ultrastore™ Membrane Gasholders are an alternative method for high gas storage

capacity covers. The Ultrastore™ Membrane Gasholders are dual membrane covers with a lowpressure internal chamber for biogas storage. The internal biogas membrane is independent of the external structural membrane. The external membrane supports the environmental loads (snow and wind) that the gasholder cover experiences throughout operating life by providing constant blower pressure. The capacity of the internal biogas membrane varies according to the production and use of biogas by digestion



and use of biogas by digestion **Figure 6: Ultrastore™ Membrane Gasholders (Tank Mounted)** facilities while operating at a constant pressure (similar to that provided by the blower).

#### **TECHNICAL DATA**

Ovivo proposes to furnish one (1) Ultrastore™ Membrane Gasholder for installation by others. This design of the proposed mechanism is based upon Ovivo standard engineering practices and details, which meet the intent of the engineer's specification. Enclosed drawing shows the approximate configuration of the proposed equipment.

Model	2M-¼-TM-50
Size	50'Ø
Туре	Tank Mounted
Shape	¼ sphere
Operating Pressure	11.5 in w.c
Gas Storage <sup>1</sup>	14,000 ft <sup>3</sup>
Gas Flow Rates <sup>2</sup>	300 CFM
Cover Height	14.40 ft
Total Estimated Weight including platform	8,000 lb

<sup>&</sup>lt;sup>1</sup> The gas storage capacity is based on the operating pressure and Membrane type.

<sup>&</sup>lt;sup>2</sup> This parameter was not listed, the data listed is an assumption, please confirm.

Please note that the membrane gasholder design and price are based on the design parameters listed above. Any modification or change in design parameters could constitute in a change order.

#### **SCOPE OF SUPPLY**

#### Items Included

One (1) Inner (gas) membrane

One (1) Outer (air) membrane

#### Air Control system:

- Two (2) fans (One for redundancy and in standby mode)
  - 2 hp, 3,500 RPM, 3 Phase, 60 Hz, 230/460 V
- One (1) intake filter
- Check valves
- Flexible piping pipe (length ≤ 10 ft), to connect from rigid pipe (by others) to gasholder
- Pressure regulating valves (fixed to each membrane cover)

One (1) Anchorage system of gaskets, stainless steel flanges and anchor bolts. System clamps the membranes on the tank

-  $\frac{1}{4}$ " thick x 2" wide AISI 304 Stainless steel with 304 Stainless steel mechanical anchors

Two (2) Inspection windows with stainless steel flange 9 in  $\emptyset$  and acrylic glass panel

Flexible PVC air connection pipe (length ≤ 10 ft), to link the gasholder to the air line

One (1) Control panel for reading and monitoring instrumentation

- NEMA 12 construction
- Allen Bradley CompactLogix Processor
- Allen Bradley CompactLogix IO
- RedLion Display

#### Instrumentation:

- One (1) One (1) laser level transmitter, Class 1, Division I
- One (1) Air pressure transmitter
- One (1) Gas pressure transmitter
- One (1) Methane Detector

#### One (1) Membrane Catcher System:

- Cable Wire, Stainless Steel 316, Per Section
- Eye Bolt Anchors and Wall Brackets (If required), Stainless Steel 316, Per Section
- Center Ring, Stainless Steel 316, Per Section

#### One (1) 8x8 ft External Platform for scrubber:

- Structural members, Carbon Steel
- Handrails and grating, Aluminum

Operation and Maintenance manuals

Service as noted in the "Field Service" and "Additional Field Service" segments

FCA Factory, Freight allowed to the jobsite

Items Not Included (But Not Limited To The Following)
Installation (Unless selected)
Any modifications, preparations, and/or adaptors needed for membrane flanges to tank
wall
Tank wall reinforcing
Any piping (gas or air) unless specifically called out above
Spare parts
Preparation of tank wall to receive equipment
Design of concrete pad for blowers if required
Valves of any kind unless noted above
Embedded piping & pipe supports
Electrical work of any kind, VFDs, connecting of the control panel or sensors
Laboratory Testing, Testing materials or supplies
Gas safety equipment

#### **FIELD SERVICE**

This proposal includes the service of a qualified service engineer for the following:

Any items not specifically listed in the "Items Included" table

No. of Trips	No. of Days	Description
One (1)	Five (5)	Installation and Testing Observation
One (1)	Two (2)	Start-up observation, and training (Maintenance, troubleshooting, and repair of the equipment)
One (1)	One (1)	Service after Startup

Based on Section "Additional Field Service", any require/request additional service days and trips, will be charged accordingly.

#### CLARIFICATIONS AND EXCEPTIONS TO SPECIFICATION SECTION 437000

Warranty – Section 1.4

Ovivo's scope of supply includes a warranty as specified in the bid documents, summarized as follows:

- Three (3) year warranty for the mechanical equipment.
  - The mechanical warranty period shall be thirty-six (36) months from startup of the equipment but not to exceed forty two (42) months from shipment.
- Five (5) year warranty for the membrane fabric for material and/or workmanship defects.
  - The membrane warranty period shall be sixty (60) months from startup of the equipment but not to exceed sixty-six (66) months from shipment.

This warranty shall supersede all other listed warranty durations in this document, definitions and terms still apply.

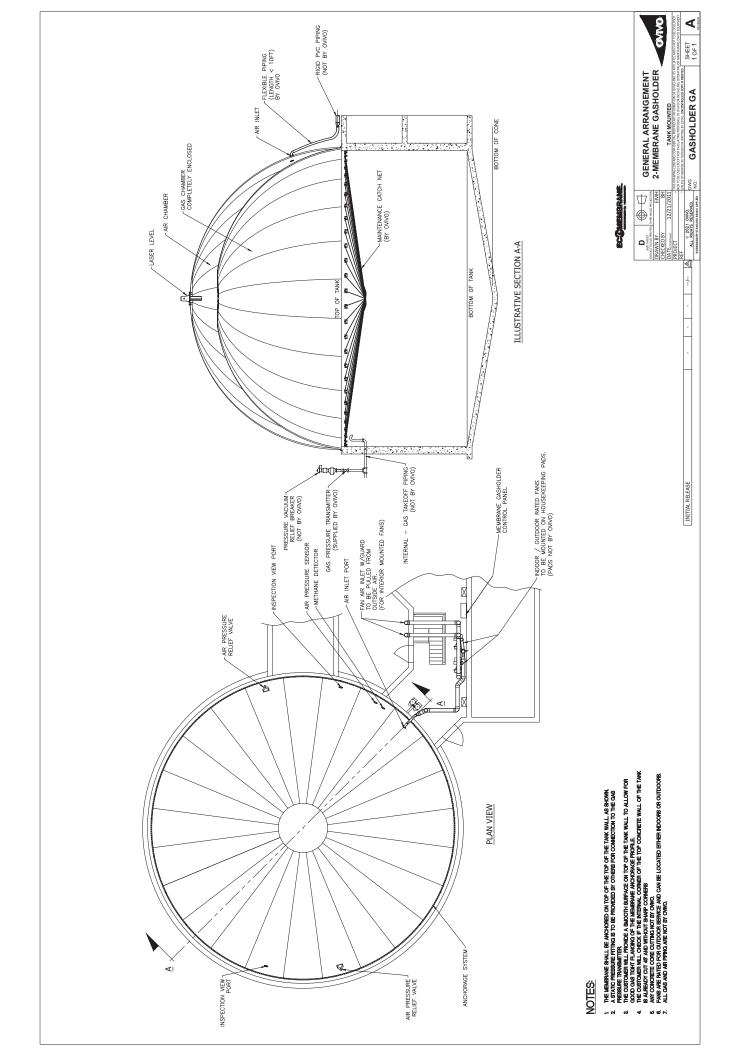
#### General

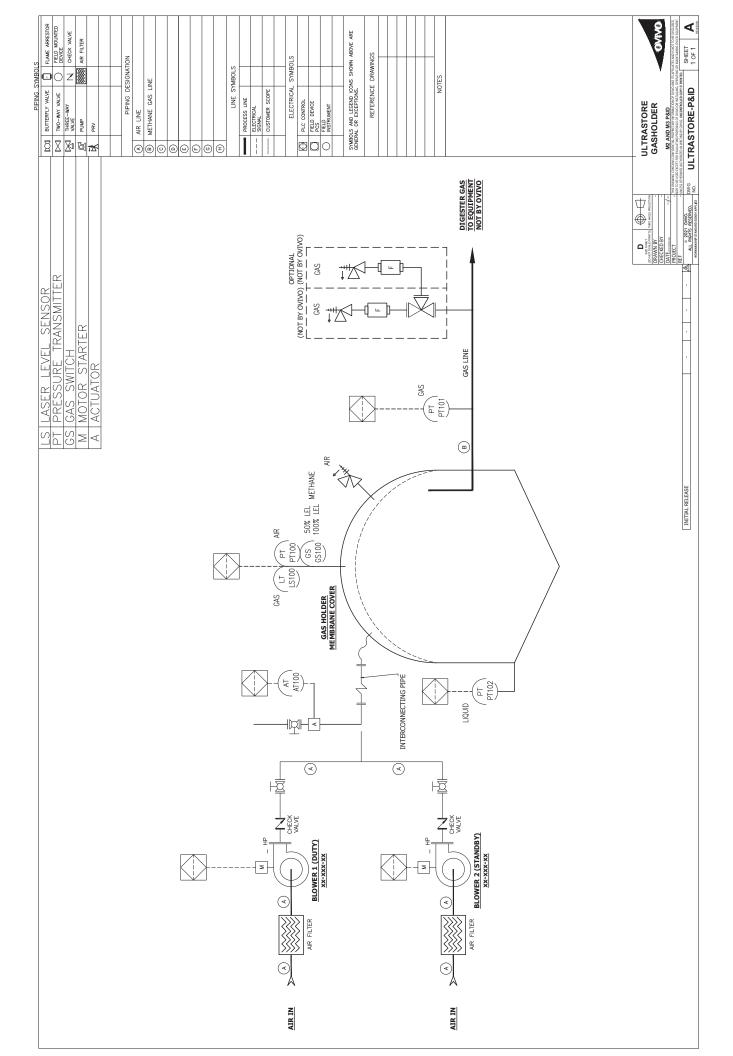
Ovivo's scope of supply does not include any inspection or structural evaluation of the existing digesters' condition. Ovivo has not conducted an inspection of the site or conditions and relies solely upon the information disclosed by the Owner when determining the scope, scheduling, site preparation, labor, materials, equipment, products, training, and service to be included in this Project. Owner shall be responsible for the accuracy and veracity of any data or other information it discloses to Ovivo in connection with the Project.

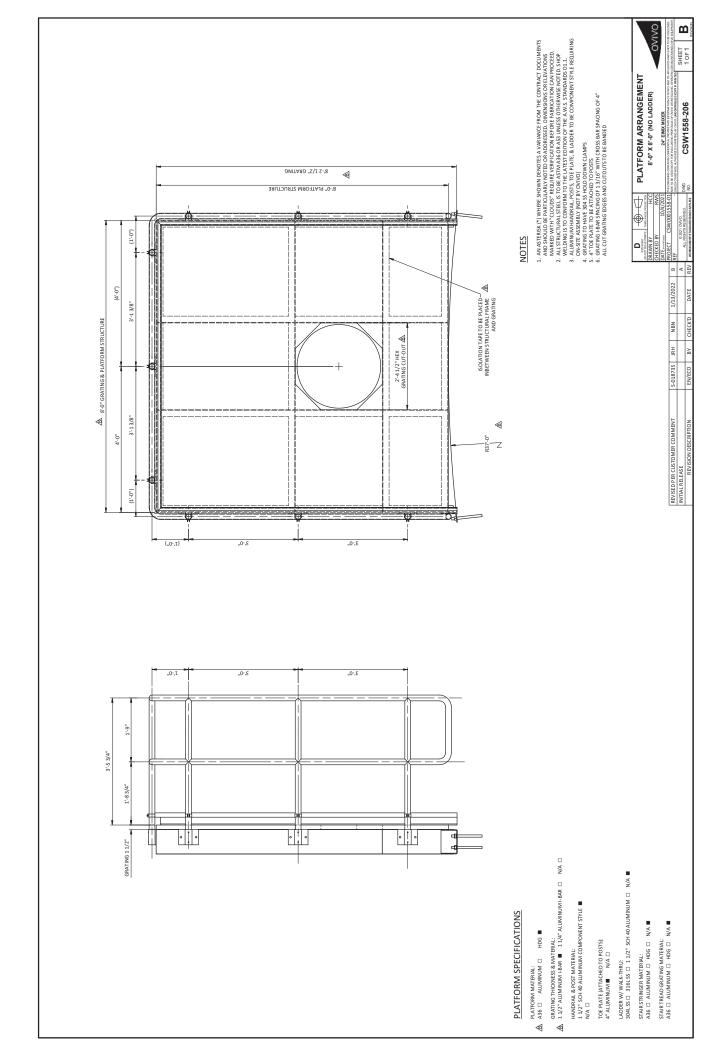
It is critical for a membrane gasholder that the proper preparations have been made prior to installation including but not limited to proper preparation of the top of the tank wall (smooth and within the level tolerance requirement), tank filled with water, control panel installed, power and wiring installed to instruments locations, etc... Ovivo will provide a check-list of necessary tasks required prior to arrival of our installation supervisor, should any items not be completed and require another trip, Ovivo shall be compensated for the additional time and travel.

#### PREVENTATIVE MAINTENANCE SCHEDULE

Maintenance Procedure	Frequency	Comments / References
Verify external air membrane is full and kept in constant tension	Monthly	External air membrane must be full and at specified pressure to ensure structural integrity of the gasholder.
Check for condensation in biogas valves and pipelines	Monthly	Water condensate can block gas flow.
Inspect the gas safety devices, such as the flame arrester, pressure relief/vacuum breaker valve, sample tubes and check valves.	Monthly	Refer to PRVB valve manufacturer's instructions in the Accessories section for valve maintenance.
CAUTION:  During cold weather, the pressure relief/vacuum breaker valve can freeze shut allowing gas pressure under the cover to rise above the specified maximum pressure. Therefore, daily inspection for proper operation of the pressure relief/vacuum breaker valve is required during cold weather.		
Check liquid in biogas valves	Monthly	
Check performance of air exhaust valves. There should be a slight airflow, even in a steady biogas flux.	Monthly	Unscrew the two cover mounting bolts and remove cover to observe airflow out of air fitting pipe
Check methane detector	Per manufacturer's recommendations	
Check air/gas transmitter	Per manufacturer's recommendations	
Check level transmitter	Per manufacturer's recommendations	
Check control panel alarms and control panel programming operation	Daily	







#### ADDITIONAL GENERAL OVIVO INFORMATION

#### **GENERAL NOTES**

As an equipment supplier, Ovivo's scope of responsibility is limited to the equipment that it supplies and its ability to meet the agreed upon project specifications. Unless expressly stated in its proposal document, Ovivo is not responsible for a treatment plant's process performance, engineering decisions in relation to the plant's construction or operation nor the appropriateness or compatibility of Ovivo's equipment within such plant.

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

#### \*\*\* CORONAVIRUS ADVISORY \*\*\*

The coronavirus situation may cause disruptions in our normal business practices, capacity, and supply chain. Any schedule statements made by Ovivo at this time are our best estimate and subject to change. Design will begin upon order acceptance; sourcing, manufacturing and fabrication will not begin until the formal submittal package is approved by owner and/or contractor.

#### **BUY AMERICAN REQUIREMENTS**

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus,

Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.

#### AMERICAN IRON AND STEEL ACT

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise

#### **ADDITIONAL FIELD SERVICE**

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

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

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

#### SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

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

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

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

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

#### ADDITIONAL PRICING AND DELIVERY TERMS

The price and delivery validity of this proposal is contingent upon ALL of the following milestones being met:

- Ovivo (a) receives a binding purchase order with written acceptance of this proposal agreeing to the terms of this proposal in its entirety and Ovivo acknowledges receipt to Purchaser or (b) a fully executed contract signed by both Ovivo and Purchaser occurs no later than the expiration date of this proposal or in accordance with the DELIVERY section of this proposal. Letters of Intent are not a means to comply with this requirement.
- 2. Ovivo receives approval by Purchaser to release for fabrication all equipment no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). Ovivo will only release engineering submittals and materials / labor for fabrication with a binding, acknowledged purchase order or fully executed Contract.
- 3. Ovivo receives written approval to deliver equipment to the destination per the Contract no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a)

above) or date of signed contract (1(b) above). If Purchaser is not ready to receive the equipment, then Purchaser shall provide storage in accordance with Ovivo's instructions for storage of equipment. All costs to consolidate, store, and maintain equipment during storage will be borne solely by Purchaser. Ovivo may require Purchaser to buy an extended warranty as a result of this storage requirement.

In the event the aforementioned milestones cannot be met, prices and delivery schedules will be subject to review and adjustment as follows.

- A. Should submittal approval and Purchaser's release for fabrication be extended beyond those listed in the DELIVERY section, escalation costs shall be added to the proposal or contract price and shall be paid by Purchaser. Any such labor, material and transportation/shipping price increases paid by Purchaser shall be based on an industry-standard pricing measure or index for that particular labor, material, or transportation/shipping that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Purchaser prior to fabrication.
- B. Should Purchaser-requested shipment dates/timeframes be extended beyond those listed in the DELIVERY section, Ovivo reserves the right to charge Purchaser all appropriate costs incurred up to date of such event, which may include, but is not limited to, further escalation costs, storage costs, costs associated with cessation and/or resumption of work, extended warranty costs, and partial or full payment for completion of milestones.

Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

#### **PAYMENT TERMS**

Payment terms are as follows:

Milestone	Cumulative Percent Invoiced
Delivery of Equipment to the Project Site	75%
Submission of Installtion Certificate to OWNER	10%
Successful Equipment Start-Up, Test, and Training	10%
Final Payment	5%

Invoice will be billed at **100%** of the work complete in accordance with the schedules above. No more than 5% retention shall be withheld from each invoice. The final 5% (Retention) shall be invoiced at Substantial Completion of Ovivo's Scope, which may be different that

Substantial Completion of the overall project, not to exceed **sixty (60) days** from equipment delivery of the Major Item.

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

Credit is subject to acceptance by Ovivo's Credit Department.

#### **TAXES**

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

#### **BONDS**

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty-four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

#### **BACKCHARGES**

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

#### \*\*PURCHASE ORDER SUBMISSION\*\*

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address. If customer sends PO by mail, Customer shall also notify Ovivo electronically.

Ovivo USA, LLC Attn: Amy Harrison 4246 Riverboat Road, Suite 300 Tel. #: 801-931-3000

Salt Lake City, Utah 84123 Email: amy.harrison@ovivowater.com

#### **GENERAL ITEMS NOT INCLUDED**

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field

painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

#### **MANUALS**

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

#### WARRANTY AND CONDITIONS

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

#### PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties.

THE PARTIES AGREE THAT OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

#### **CONFIDENTIALITY**

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

Very truly yours,

Ovivo USA, LLC



#### TERMS AND CONDITIONS

- 1. ACCEPTANCE. The proposal of Ovivo USA, LLC ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.
- 2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written
- notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

  TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.
- PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month,
- basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

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

  6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from aftertied and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER's FACTORIES or other location that SELLER designess, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service persist inereor resulted to SetLER, which examinitation shall show to have failed under format day and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product if it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or epidaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of Seller's design, (f) intrough (v) above, with regard to finit-party parts, equipment, accessories or components not of seler's design, seler's fiability shall be limited solely to the assignment of available third-party warranties. THE PARTIES AGREE THAT, OTHER THAN OVIVO'S MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. All warranties and obligations of Seller shall terminate if Buyer fails to perform its obligations under this Contract including but not limited to any failure to pay any charges due to Seller.
- The performance of the Products is dependent upon many factors, including the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Seller cannot assume any liability or responsibility for performance results that Buyer is expecting or has predicted. No verbal or written information or advice given by any personnel of the Seller shall create a warranty or in any way
- 7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party out SELLER's prior written consent.

  SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's
- dard practice, unless otherwise agreed in writing.

  <u>DRAWINGS AND TECHNICAL DOCUMENTATION.</u> When PURCHASER requests to approve drawings
- 9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in ptf, jpg or tif format only.
  10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.
  11. SOFTMARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied, and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.
- applicable to the Products supplied.
- 12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid

- apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified 13. promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) its own expense and discretion, (a) products (c) modify the PORULASER the ignit to continue using the Products, (d) replace the same with non-infringing products, (e) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with
- any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the
- 14. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the
- DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products: and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.
- other rights of SELLER.

  16. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and
- 17. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.
- INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.
- 19. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- 20. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.
- 21. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20
- INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, 22. INDEPENDENT CONTRACTOR. It is expressly understood trial Seller is all inceptions and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way
- 23. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the
- 24. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.
- 25. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall
- consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

  26. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED ORREPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.
- 27. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires thatPurchaser adhere to its data protection principles to the extent applicable to Purchaser.
  28. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the
- use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER furtheragrees that such data collection does not constitute a performance monitoring service or duty by SELLER.
- 29. INSURANCE. SELLER shall maintain that its current levels of insurance for the quantum of the integral set forth in its standard certificate of insurance, available upon request.
  30. BONDS. If PURCHASER deems it necessary, and within ten (10) days of PURCHASER's request, SELLER shall provide one or more Bonds in favor of PURCHASER, at PURCHASER's expense, by an institution, and in aform, approved in advance by SELLER.
  31. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

  32. REVISED Sep 2021

### **BID FORMS**

#### IX. BID SHEET AND ASSOCIATED SIGNATURE SHEET

#### BIDDING SHEET #1 - DIGESTER #2 LID REPLACEMENT

The undersigned hereby proposed to furnish and deliver the following items of equipment to OWNER, all in strict accordance with the attached and/or incorporated Special Requirements, Technical Specifications, and Drawings, for the following Bid prices:

Bid	Item	<b>A</b> -	Furnish	Digester	Lid:
-----	------	------------	---------	----------	------

\$300,368	
	(Figures
\$ Three hundred thousand three hundred sixty eight USD	
	(Written
<b>Bid Item B</b> - Firm Price for the supply of submittals and manufacturer's shop drawings ( <b>This price is </b> <i>not</i> <b>to be included in the equipment price above</b> ):	
\$15,172	
	(Figures
\$ Fifteen thousand one hundred seventy two USD	
	(\M/ritten

**Bid Item C** - Firm Price for the supply of the manufacturer's recommended spare parts not included in the price above (attach list showing individual components and costs): (**This price is not** to be included in the equipment price above):

*	\$
(Figures)	
*	\$
(Written)	_

Suppliers must include  $\underline{\textbf{all}}$  proposed costs for performance under the contract. Suppliers must provide all personnel and other resources required to complete the contract. Suppliers are solely responsible for start-up and transition expenses. Any costs that cannot be determined, based on the available information, should be indicated and explained.

Does Proposed Equipment meet All of the Specifications? YES

If No, please make notations on Exceptions sheet. CLARIFICATIONS LISTED IN THE PROPOSAL FOR EACH OPTION



<sup>\*</sup> The above prices must include any applicable taxes by reason of this contract.

#### IX. ALTERNATE BID I - SHEET AND ASSOCIATED SIGNATURE SHEET

Bid Item A - Furnish Digester Lid:

#### BIDDING SHEET #1 - DIGESTER #2 LID REPLACEMENT

The undersigned hereby proposed to furnish and deliver the following items of equipment to OWNER, all in strict accordance with the attached and/or incorporated Special Requirements, Technical Specifications, and Drawings, for the following Bid prices:

\$ 278,169	
	(Figure

\$Two hundred thousand seventy eight one hundred sixty nine \* (Written)

**Bid Item B** - Firm Price for the supply of submittals and manufacturer's shop drawings (**This price is** *not* **to be included in the equipment price above**):

\$ 15,172 \* (Figures)

\$ Fifteen thousand one hundred seventy two USD \* (Written)

**Bid Item C** - Firm Price for the supply of the manufacturer's recommended spare parts not included in the price above (attach list showing individual components and costs): (**This price is not** to be included in the equipment price above):

*	\$
(Figures)	
*	\$
(Written)	-

Suppliers must include <u>all</u> proposed costs for performance under the contract. Suppliers must provide all personnel and other resources required to complete the contract. Suppliers are solely responsible for start-up and transition expenses. Any costs that cannot be determined, based on the available information, should be indicated and explained.

Does Proposed Equipment meet All of the Specifications? NO, IT MEETS THE INTENT OF THE SPECS

If No, please make notations on Exceptions sheet. CLARIFICATIONS LISTED IN THE PROPOSAL FOR EACH OPTION



<sup>\*</sup> The above prices must include any applicable taxes by reason of this contract.

#### IX. ALTERNATE BID II - SHEET AND ASSOCIATED SIGNATURE SHEET

Bid Item A - Furnish Digester Lid:

#### BIDDING SHEET #1 - DIGESTER #2 LID REPLACEMENT

The undersigned hereby proposed to furnish and deliver the following items of equipment to OWNER, all in strict accordance with the attached and/or incorporated Special Requirements, Technical Specifications, and Drawings, for the following Bid prices:

\$ 280,389	*
· · · · · · · · · · · · · · · · · · ·	(Figures)
\$Two hundred eighty thousand three hundred eighty nine USD	*
	(Written)
<b>Bid Item B</b> - Firm Price for the supply of submittals and manufacturer's shop drawings ( <b>This price is</b> <i>not</i> <b>to be included in the equipment price above</b> ):	

\$\frac{19,850}{\text{(Figures)}}\$

\[
\text{Ninety thousand eight hundred fifty USD} \times \\
\text{(Written)}

**Bid Item C** - Firm Price for the supply of the manufacturer's recommended spare parts not included in the price above (attach list showing individual components and costs): (**This price is not** to be included in the equipment price above):

*	\$
(Figures)	
*	\$
(Written)	-

Suppliers must include <u>all</u> proposed costs for performance under the contract. Suppliers must provide all personnel and other resources required to complete the contract. Suppliers are solely responsible for start-up and transition expenses. Any costs that cannot be determined, based on the available information, should be indicated and explained.

Does Proposed Equipment meet All of the Specifications? NO, IT MEETS THE INTENT OF THE SPECS

If No, please make notations on Exceptions sheet. CLARIFICATIONS LISTED IN THE PROPOSAL FOR EACH OPTION



<sup>\*</sup> The above prices must include any applicable taxes by reason of this contract.

# **SIGNATURE FORM**

#### SIGNATURE SHEET

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: Ovivo USA, LLC

Address: 4246 Riverboat Road - Suite 300, Salt Lake City, Utah 84123-2583

Fed ID No.: <u>76-074264</u>

Name: Jim Groman

Title: <u>Division Manager - Biosolids Management & Resource Recovery Group</u>

Telephone: <u>714-220-9923</u>

Fax No. 801-931-3080

Email: <u>Jim.Groman@ovivowater.com</u>

Date: 09-21-2022

My signature certifies that the proposal as submitted complies with all Terms and conditions as set forth in RFP.

Representative Signature

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered a conflict of interest or potential conflict of interest to OWNER, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with OWNER.

To receive consideration for award, this signature sheet must be included with the bid form for each item.



# **EXCEPTION FORM**

#### XII. EXCEPTIONS

Please state below any and all exceptions that you are taking to any portion of this Request for Proposals. If not addressed below, OWNER then assumes that the vendor will adhere to all terms and conditions as contained in the proposal document. Vendor is responsible to reconcile, at vendor cost, any exceptions not listed in this section. Please provide additional lines or sheets as required.

### BASE BID, ALTERNATES I AND II CLARIFICATIONS TO SPECIFICATION SECTION 4370000

Please refer to the "Clarifications and Exceptions" section for each proposed option for further details

Base Bid - No Exceptions: See Page 10 for details and clarifications

Alternate I Bid - Exception to Section 2.1 and 2.2. See Pages 16-17 for details and clarifications

Alternate II Bid - Exception to the entire specification as a membrane gasholder is being proposed. What is being proposed will meet the intent of the specifications. See Page 22-23 for details and clarification



# **ISO 9001 CERTIFICATE**



# **Certificate of Approval**

This is to certify that the Management System of:

### Ovivo USA LLC

4246 Riverboat Road, Suite 300, Salt Lake City, UT, 84123, United States

has been approved by Lloyd's Register to the following standards:

ISO 9001:2015

Approval number(s): ISO 9001 - 0006490-015

This certificate forms part of the approval identified by approval number: 0006490

#### The scope of this approval is applicable to:

Design, manufacture, supply, install, service and commission wastewater and water treatment plants, associated equipment and systems. Sale of chemical products used for water treatment.

David Demis

**David Derrick** 

Area Operations Manager UK & Ireland

Issued by: Lloyd's Register Quality Assurance Limited





# **PARTIAL INSTALLATION LISTS**



		Ovivo Steel Cover Installation List	r Installatior	List					
	LOCATION					DESCRIPTION	NO		
City/Project Name	City	State	Country	Type of Equipment or Service provided	Qtty.	Type of Cover	Model	Size (ft)	Operating Press (in WC)
Hoboken	Hoboken	New Jersey	USA	Cover	1	Fixed	ட	70	
Willimantic	Willimantic	Connecticut	NSA	Cover	1	Fixed	ш	40	
Farmington, New Mexico	Farmington	New Mexico	NSA	Cover	1	Fixed	ш	70	
Kearns	Kearns	Utah	NSA	Cover	1	Fixed	ш	20	
Great Falls	Great Falls	Minnesota	NSA	Cover	1	Fixed	ш	70	
Gallup	Gallup	New Mexico	USA	Cover	1	Fixed	ш	40	
Rocky River STP		Ohio	NSA	Cover	2	Fixed	ш	55	
Morresville	Morresville	North Carolina	NSA	Cover	1	Fixed	ш	45	
Yoke	Yoke	South Carolina	NSA	Cover	1	Fixed	ш	45	
Missoula	Missoula	Minnesota	NSA	Cover	1	Fixed	ш	20	
Clairton	Clairton	Pennsylvania	NSA	Cover	1	Fixed	ш	35	
Tremonton	Tremonton	Utah	NSA	Cover	1	Fixed	ш	40	
Phoenix	Phoenix	Arizona	NSA	Cover	2	Fixed	ш	90	
Genesee County		Michigan	USA	Cover	1	Fixed	ш	35	
San Antonio	San Antonio	Texas	NSA	Cover	9	Fixed	ш	9	
Oneida	Oneida	New York	NSA	Cover	1	Fixed	ш	28	
Fort Worth	Fort Worth	Texas	NSA	Cover	4	Fixed	ш	90	
Newaygo	Newaygo	Michigan	NSA	Cover	1	Fixed	ш	16	
Salem	Salem	Utah	NSA	Cover	1	Fixed	ш	20	
Lakewood	Lakewood	Ohio	USA	Cover	2	Fixed	ш	75	
Coalville	Coalville	Utah	NSA	Cover	1	Fixed	ш	20	
Las Cruces WWTP	Las Cruces	New Mexico	NSA	Cover	1	Fixed	ш	20	
Carrollton	Carrollton	Georgia	NSA	Cover	1	Fixed	ш	45	
East Wenatchee	East Wenatchee	Washington	NSA	Cover	1	Fixed	ш	25	
Lewiston	Lewiston	Minnesota	NSA	Cover	1	Fixed	ш	30	
Duncanville	Duncanville	Texas	NSA	Cover	1	Fixed	ш	20	
Duncanville	Duncanville	Texas	NSA	Cover	1	Fixed	ш	28	
Lubbock	Lubbock	Texas	NSA	Cover	1	Fixed	ш	90	
Milpitas	Milpitas	California	NSA	Cover	1	Fixed	ш	70	
Lewisburg	Lewisburg	Tennessee	NSA	Cover	1	Fixed	ш	20	
Suffield	Suffield	Connecticut	NSA	Cover	1	Fixed	ш	30	
Preston	Preston	Idaho	NSA	Cover	1	Fixed	ш	25	
Beaverton	Beaverton	Oregon	NSA	Cover	1	Fixed	ш	40	
London WWTP	London	Ohio	NSA	Cover	1	Fixed	ш	32	
Nampa	Nampa	Idaho	NSA	Cover	1	Fixed	ш	70	
Westside STP	Westside	Texas	NSA	Cover	1	Fixed	ш	92	

<sup>\*</sup>The contents of this document are OVIVO CONFIDENTIAL and shall be used only by the direct recipient. The recipient shall not disclose the contents of this document to any third party without the prior written consent of Ovivo.



		Ovivo Steel Cover Installation List	r Installation	List					
City/Project Name	City	State	Country	Type of Equipment or Service provided	Qty.	Type of Cover	Model	Model Size (ft)	Operating Press (in WC)
7-1-1-1	7-1-1-6	444 ON	401-	3000	7	1	_	זר	
Zebulon zero zero zero zero zero zero zero zero	Zebulon	NOTELI CATOLLIA	OSA	Cover	-	FIXed	L	67	
Syracuse	Syracuse	New York	NSA	Cover	4	Fixed	ш	40	
Steilacoom	Steilacoom	Washington	NSA	Cover	1	Fixed	ட	25	
Arlington	Arlington	Oregon	NSA	Cover	1	Fixed	ட	16	
Waukesha	Waukesha	Wisconsin	NSA	Cover	1	Fixed	ட	22	
Hermitage	Hermitage	Tennessee	NSA	Cover	1	Fixed	ட	35	
Soledad	Soledad	California	NSA	Cover	1	Fixed	ш	40	
Potsdam	Potsdam	New York	NSA	Cover	1	Fixed	ш	40	
Canton	Canton	New York	NSA	Cover	1	Fixed	ш	40	
San Antonio	San Antonio	Texas	NSA	Cover	∞	Fixed	ட	09	
McMinnville	McMinnville	Tennessee	NSA	Cover	1	Fixed	ட	45	
Harrison	Harrison	Ohio	NSA	Cover	1	Fixed	ட	25	
Athens	Athens	Alabama	NSA	Cover	1	Fixed	ட	40	
South San Francisco	San Francisco	California	NSA	Cover	1	Fixed	ட	89	
Phoenix	Phoenix	Arizona	NSA	Cover	2	Fixed	ட	90	
San Antonio	San Antonio	Texas	USA	Cover	4	Fixed	ш	09	
Syracuse	Syracuse	New York	NSA	Cover	1	Fixed	ட	100	
Gretna	Gretna	Louisiana	NSA	Cover	1	Fixed	ட	20	
Pima County		Arkansas	NSA	Cover	1	Fixed	ட	90	
Saint Joseph STP	Saint Joseph	Missouri	NSA	Cover	1	Fixed	ட	85	
Toppenish	Toppenish	Washington	NSA	Cover	1	Fixed	ட	35	
Carmel PCP		California	NSA	Cover	1	Fixed	ட	9	
Plymouth	Plymouth	Wisconsin	NSA	Cover	1	Fixed	ட	22	
Heart of the Valley		Wisconsin	NSA	Cover	1	Fixed	ш	9	
Sheboygan WWTP	Sheboygan	Wisconsin	NSA	Cover	æ	Fixed	ш	70	
Sheboygan WWTP	Sheboygan	Wisconsin	NSA	Cover	3	Fixed	ட	09	
Hill Canyon WWTP	Hill Canyon	California	NSA	Cover	1	Fixed	ш	82	
Kettlemen City	Kettlemen City	California	NSA	Cover	2	Fixed	ட	20	
Glenwood Springs	Glenwood Springs	Colorado	NSA	Cover	1	Fixed	ட	40	
Alvarado	Palo Alto	California	NSA	Cover	1	Fixed	щ	40	
Ivarado	Palo Alto	California	NSA	Cover	1	Fixed	ட	09	
Clinton	Clinton	New York	NSA	Cover	1	Fixed	ட	32	
Village Creek WWTP	Arlington	Texas	NSA	Cover	П	Fixed	ட	90	
Warren	Warren	Ohio	NSA	Cover	1	Fixed	ட	40	
Rockland	Rockland	Massachusetts	NSA	Cover	1	Fixed	ட	45	
Denmark	Denmark	Wisconsin	NSA	Cover	1	Fixed	ட	40	
Selinsgrove Municipal Authority	Selinsgrove	Pennsylvania	NSA	Cover	1	Fixed	щ	09	

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		OVIVO Steel Cover Installation List	r Installation	LIST					
City/Project Name	City	State	Country	Type of Equipment or Service provided	Qty.	Type of Cover   Model   Size (ft)	Model	Size (ft)	Operating Press (in WC)
State Hospital	Warren	Pennsylvania	USA	Cover	⊣	Fixed	ш	40	
Round Hill	Round Hill		NSA	Cover	1	Fixed	ш	20	
Central Davis Sewer District	Kaysville	Utah	NSA	Cover	1	Fixed	ш	20	
Roger Road	Tuscon	Arizona	USA	Cover	2	Fixed	ட	80	
Baxley	Baxley	Georgia	NSA	Cover	1	Fixed	ш	30	
Phoenix	Phoenix	Arizona	NSA	Cover	2	Fixed	ш	06	
Phoenix	Phoenix	Arizona	NSA	Cover	2	Fixed	ட	06	
Artesia	Artesia	New Mexico	NSA	Cover	1	Fixed	ш	22	
Wapakoneta	Wapakoneta	Ohio	USA	Cover	2	Fixed	ட	35	
Blackwell WWTP	Blackwell	Oklahoma	USA	Cover	1	Fixed	ш	30	
Blackwell WWTP	Blackwell	Oklahoma	NSA	Cover	1	Fixed	ш	45	
Larned STP	Larned	Kansas	NSA	Cover	2	Fixed	ш	30	
Vermilion WWTP	Vermilion	Ohio	NSA	Cover	1	Fixed	ட	20	
Alliance WWTP	Alliance	Ohio	NSA	Cover	1	Fixed	ш	85	
Helena WWTP	Helena	Minnesota	NSA	Cover	1	Fixed	ш	22	
Huron Basin STP	Huron	Ohio	NSA	Cover	1	Fixed	F1	20	
Sandpoint STP	Sandpoint	Idaho	NSA	Cover	1	Fixed	Ŧ	40	
Muddy Creek STP	Winston-Salem	North Carolina	NSA	Cover	4	Fixed	FYRT	100	
Ignacio STP	Ignacio	California	NSA	Cover	1	Fixed	F1	56	
North Regional WWTP	Dayton	Ohio	NSA	Cover	1	Fixed	F2	80	
Village Creek WWTP	Arlington	Texas	NSA	Cover	2	Fixed	F2	80	
Carmel PCP		California	NSA	Cover	1	Fixed	F1	20	
Novato WWTP	Novato	California	NSA	Cover	1	Fixed	F2	09	
Spanish Fork WRF	Spanish Fork	Utah	NSA	Cover	1	Fixed	F1	20	
Bemidji WWTP	Bemidji	Minnesota	NSA	Cover	1	Fixed	F1	45	
Chillicothie Prison	Chillicothie	Ohio	NSA	Cover	1	Fixed	F1	30	
Chillicothie Prison	Chillicothie	Ohio	NSA	Cover	1	Fixed	F1	30	
Alameda Co.		California	NSA	Cover	2	Fixed	F2	70	
Aberdeen WWTP	Aberdeen	South Dakota	NSA	Cover	1	Fixed	F2	09	
Pueblo WWTP	Pueblo	Colorado	NSA	Cover	2	Fixed	F1	20	
Morris Forman STP	Louisville	Kentucky	NSA	Cover	1	Fixed	F3	100	
Indian Creek WWTP		Kansas	NSA	Cover	<b>T</b>	Fixed	H	22	
Middletown WTF	Middletown	New York	NSA	Cover	7	Fixed	F1	40	
Owatonna WWTP	Owatonna	Minnesota	NSA	Cover	1	Fixed	F2	09	
Campbell WWTP	Campbell	Ohio	NSA	Cover	1	Fixed	F1	25	
Leon Creek STP	San Antonio	Texas	NSA	Cover	<sub>∞</sub>	Fixed	F2	09	

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		OVIVO SICCI COVCI IIISIAIIIALIDII EISI	HISTAINACIO	LIST					
City/Project Name	City	State	Country	Type of Equipment or Service provided	Qty.	Type of Cover   Model   Size (ft)	Model	Size (ft)	Operating Press (in WC)
Salado Creek STP	San Antonio	Texas	USA	Cover	∞	Fixed	F2	09	
Bayview STP		Ohio	USA	Cover	9	Fixed	F2	85	
London WWTP	London	Ohio	NSA	Cover	П	Fixed	F1	30	
London WWTP	London	Ohio	NSA	Cover	П	Fixed	F1	40	
Southside WWTP	Scottsboro	Alabama	NSA	Cover	П	Fixed	F1	45	
Brookpark WWTP	Brookpark	Ohio	NSA	Cover	1	Fixed	F1	40	
Econchate WWTP	Montgomery	Alabama	USA	Cover	2	Fixed	F3	100	
Northeastern York County WWTP	Mount Wolf	Pennsylvania	NSA	Cover	_	Fixed	F1	35	
East Tawas WWTP	Tawas	Michigan	NSA	Cover	П	Fixed	F1	35	
Moundsville WWTP	Moundsville	West Virginia	NSA	Cover	П	Fixed	F1	20	
Moulton Niguel	Laguna Niguel	California	NSA	Cover	2	Fixed	F2	54	
Ina Road WRF	Marana	Arizona	NSA	Cover	$\vdash$	Fixed	F2	90	
Hemstead WWTP	Hemstead	Texas	NSA	Cover	₽	Fixed	F1	35	
Easterly WWTP	Elmira	California	NSA	Cover	П	Fixed	F2	22	
Village Creek WWTP	Arlington	Texas	NSA	Cover	4	Fixed	F3	90	
Village Creek WWTP	Arlington	Texas	NSA	Cover	₽	Fixed	F2	70	
Harmony Creek WWTP		Ontario	Canada	Cover	П	Fixed	F2	80	
Nortfield STP	Nortfield	Vermont	NSA	Cover	П	Fixed	F1	27	
Plam Beach County		Florida	NSA	Cover	2	Fixed	F2	65	
Wadena STP		Minnesota	NSA	Cover	1	Fixed	F1	35	
Encina WPCF	Carlsbad	California	NSA	Cover	2	Fixed	F3	92	
Fort Riley WWTP	Fort Riley	Kansas	NSA	Cover	_	Fixed	F1	34	
Sundog WWTP	Prescott	Arizona	NSA	Cover	1	Fixed	F1	20	
Penn State University	State College	Pennsylvania	NSA	Cover	2	Fixed	F1	20	
Roger Road WWTP		Arizona	NSA	Cover	₽	Fixed	F2	80	
Detroit WWTP	Detroit	Michigan	NSA	Cover	П	Fixed	F1	35	
Airport Road WWTP		New Mexico	NSA	Cover	П	Fixed	F2	22	
Sharon WWTP	Sharon	Pennsylvania	NSA	Cover	1	Fixed	F1	20	
Coeur D'alene WWTP	Coeur D'alene	Idaho	NSA	Cover	$\vdash$	Fixed	F1	40	
Hilliard Fletcher WWTP	Tuscaloosa	Alabama	NSA	Cover	1	Fixed	F2	75	
Big Spring WWTP	Big Spring	Texas	NSA	Cover	1	Fixed	F1	20	
Fillmore WWTP	Fillmore	California	NSA	Cover	1	Fixed	F1	20	
Bedford Hills WWTP	Bedford	New York	NSA	Cover	⊣	Fixed	F1	20	
San Luis Rey WWTP	Oceanside	California	NSA	Cover	7	Fixed	F2	09	
Norte WWTP			Mexico	Cover	3	Fixed	F2	71	
Muskogee WWTP	Muskogee	Oklahoma	NSA	Cover	₽	Fixed	F1	20	
Y&S Candies WWTP	Lancaster	Pennsylvania	NSA	Cover	7	Fixed	F1	26	

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		OVIVO Steel COVEL IIIStallation List	IIIStallation	LIST					
City/Project Name	City	State	Country	Type of Equipment or Service provided	Qty.	Type of Cover   Model   Size (ft)	Model	Size (ft)	Operating Press (in WC)
Barre WWTP	Barre	Vermont	USA	Cover	2	Fixed	17	35	
Dulces Nombres			Mexico	Cover	4	Fixed	F3	120	
Black River WWTP	Lorain	Ohio	NSA	Cover	1	Fixed	F2	75	
Dulces Nombres			Mexico	Cover	4	Fixed	F3	120	
Williams WWTF		Alabama	NSA	Cover	2	Fixed	F2	52	
Point Loma WWTP	San Diego	California	USA	Cover	2	Fixed	F3N	125	
Plam Beach County		Florida	USA	Cover	2	Fixed	F2	65	
91st Avenue WWTP	Tolleson	Arizona	NSA	Cover	1	Fixed	F3	110	
Shu-Lin WWTP			Taiwan	Cover	1	Fixed	F1	56	
Kern County WWTP	Bakersfield	California	NSA	Cover	1	Fixed	F2	22	
Y&S Candies WWTP	Lancaster	Pennsylvania	NSA	Cover	1	Fixed	F1	37	
Ww Rec. Utilities		Florida	NSA	Cover	1	Fixed	F2	06	
Sidney WWTP	Sidney	Ohio	NSA	Cover	1	Fixed	F2	09	
Marysville WWTP	Marysville	Ohio	NSA	Cover	1	Fixed	F1	20	
Detroit Lakes WWTP	Detroit Lakes	Montana	NSA	Cover	1	Fixed	F1	45	
Sod Run WWTP	Perryman	Maryland	NSA	Cover	7	Fixed	F2	80	
Sod Run WWTP	Perryman	Maryland	NSA	Cover	2	Fixed	F1	45.5	
Spring Branch WWTP	Huntsville	Alabama	NSA	Cover	1	Fixed	F2	80	
Point Loma WWTP	San Diego	California	NSA	Cover	1	Fixed	F3L	125	
Point Loma WWTP	San Diego	California	NSA	Cover	1	Fixed	F2L	110	
Towassa WPCP	Montgomery	Alabama	USA	Cover	7	Fixed	F2	52	
San Luis Rey WWTP	Oceanside	California	NSA	Cover	1	Fixed	F2	09	
Trenton WPCP	Trenton	New Jersey	NSA	Cover	1	Fixed	F2	75	
Great Bend WWTP	Great Bend	Kansas	NSA	Cover	2	Fixed	F1	40	
Empire WWTP	Empire	Minnesota	NSA	Cover	1	Fixed	F1	09	
Westport WWTP	Westport	Connecticut	NSA	Cover	1	Fixed	F1	40	
North Of The River Sanitary Dist. #1	Bakersfield	California	NSA	Cover	1	Fixed	F1	09	
Avon Lake WWTP	Avon Lake	Ohio	NSA	Cover	1	Fixed	F1	20	
Glenwood WWTP	Glenwood	Colorado	NSA	Cover	1	Fixed	F1	40	
Colton WWTP	Colton	California	NSA	Cover	1	Fixed	F1	80	
Benicia WWTP	Benicia	California	NSA	Cover	1	Fixed	F1	35	
Fargo WWTP	Fargo	North Dakota	NSA	Cover	1	Fixed	F1	22	
Atlantic WWTP	Atlantic	lowa	NSA	Cover	1	Fixed	F1	40	
Chippewa Falls STP	Chippewa Falls	Wisconsin	NSA	Cover	1	Fixed	F1	65	
Easton Ajsa	Easton	Pennsylvania	NSA	Cover	1	Fixed	F1	65	
Yuba County WWTP		California	NSA	Cover	П	Fixed	F1	20	

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		OVIVO Steel Cover Installation List	r installation	LIST					
City/Project Name	City	State	Country	Type of Equipment or Service provided	Qty.	Type of Cover   Model   Size (ft)	Model	Size (ft)	Operating Press (in WC)
North Advance WRF		Georgia	NSA	Cover	1	Fixed	F1L	70	
Iowa City WWTP	lowa City	lowa	NSA	Cover	7	Fixed	FI	28	
Camp Pendleton	San Diego	California	NSA	Cover	1	Fixed	FI	25	
Waterloo WWTP	Waterloo	lowa	NSA	Cover	4	Fixed	H	70	
New Paltz WWTP	New Paltz	New York	NSA	Cover	1	Fixed	F1	40	
Point Loma WWTP	San Diego	California	NSA	Cover	2	Fixed	F2N	125	
Fairfield WWTP	Fairfield	Ohio	USA	Cover	2	Fixed	Ŧ	65	
Midwest City WWTP	Midwest City	Oklahoma	NSA	Cover	1	Fixed	H	09	
Aberdeen WWTP	Aberdeen	South Dakota	NSA	Cover	1	Fixed	F1	09	
Spring Branch WWTP	Huntsville	Alabama	NSA	Cover	1	Fixed	F2	100	
Daly City WWTP	Daly City	California	NSA	Cover	1	Fixed	F1	22	
San Angelo WWTP	San Angelo	Texas	NSA	Cover	1	Fixed	F1	65	
Bayville WWTP	Bayville	New Jersey	NSA	Cover	2	Fixed	H	85	
Osceola WWTP	Osceola	lowa	NSA	Cover	1	Fixed	F1	20	
Zanesville WWTP	Zanesville	Ohio	NSA	Cover	1	Fixed	F1	70	
Hibbing WWTP	Hibbing	Minnesota	NSA	Cover	1	Fixed	F1	44	
Marshalltown WWTP	Marshalltown	lowa	NSA	Cover	1	Fixed	F1	75	
Marshall WWTP	Marshall	Texas	NSA	Cover	1	Fixed	F1	22	
Sumner WWTP	Sumner	Washington	NSA	Cover	1	Fixed	F1	09	
Indian Creek WWTP	Indian Creek	Kansas	NSA	Cover	1	Fixed	Ħ	22	
Point Loma WWTP	San Diego	California	USA	Cover	2	Fixed	F2N	125	
Carroll WWTP	Carroll	lowa	NSA	Cover	1	Fixed	F1	35	
Turkey Hill Dairy Inc	Conestoga	Pennsylvania	NSA	Cover	1	Fixed	F1	09	
Janesville WWTP	Janesville	Wisconsin	NSA	Cover	1	Fixed	F1	70	
Fairmont WWTP	Fairmont	Minnesota	NSA	Cover	2	Fixed	H	36	12
Clarkson WWTP	Clarkson	Ontario	Canada	Cover	2	Fixed	F3	110	
Clarkson WWTP	Clarkson	Ontario	Canada	Cover	1	Fixed	F1	41	
Brookings WWTP	Brookings	South Dakota	NSA	Cover	1	Fixed	F1	45	12
Saint Joseph STP	Saint Joseph	Missouri	NSA	Cover	1	Fixed	F10	82	
Wetzel Road WWTP	Liverpool	New York	NSA	Cover	2	Fixed	F1	20	12
Painesville WPCP	Painesville	Ohio	NSA	Cover	1	Fixed	F1	40	12
Aurora WWTP	Aurora	Minnesota	NSA	Cover	1	Fixed	F1	30	12
Catoma WPCP	Montgomery	Alabama	NSA	Cover	1	Fixed	F1	100	7.5
Galt WWTP	Cambridge	Ontario	Canada	Cover	1	Fixed	F10	80	10
Moorhead WWTF	Moorhead	Montana	NSA	Cover	2	Fixed	F1	09	12
Novato WWTP	Novato	California	NSA	Cover	1	Fixed	F1	09	12
Longmont WWTP	Longmont	Colorado	NSA	Cover	1	Fixed	F1	82	12

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City/Project Name	City	State	Country	Type of Equipment or Service provided	Qty.	Type of Cover   Model Size (ft)	Model	Size (ft)	Operating Press (in WC)
Avondale WWTP	Avondale	Arizona	USA	Cover	2	Fixed	F1L	65	12
Spanish Fork WRF	Spanish Fork	Utah	NSA	Cover	1	Fixed	F1	20	12
Marlay Taylor WRF	Lexington Park	Maryland	NSA	Cover	2	Fixed	F1	09	12
Greater Hazleton JSA WWTP	Hazelton	New York	NSA	Cover	1	Fixed	F1	09	12
Janesville WWTP	Janesville	Wisconsin	NSA	Cover	1	Fixed	F1	70	12
Santa Barbara WWTP	Santa Barbara	California	NSA	Cover	П	Fixed	F1	39	12
Orem WRF	Orem	Utah	NSA	Cover	1	Fixed	F1	75	12
Dubuque WPCP	Dubuque	lowa	NSA	Cover	2	Fixed	F1	70	12
Danville WWTP	Danville	Pennsylvania	NSA	Cover	1	Fixed	F1	40	13
Danville WWTP	Danville	Pennsylvania	NSA	Cover	1	Fixed	F1	20	13
Lebanon WWTP	Lebanon	Pennsylvania	NSA	Cover	1	Fixed	F1	100	12
Taupo WWTP	Kirrawee		Australia	<b>Engineering Only</b>	1	Gasholder	F1	30	N/A
Annville WWTP	Annville	Pennsylvania	NSA	Cover	1	Fixed	F1	30	10
Phenix City WWTP	Phenix city	Alabama	NSA	Cover	1	Fixed	F1	70	12
DC WASA	Blue Plains	Washington, D.C	NSA	Cover	4	Fixed	F2	98.5	24
Oxford WWTP	Oxford	Ohio	NSA	Cover	1	Fixed	F1	22	6
Linda County WWTP	Marysville	California	NSA	Cover	1	Fixed	F1	20	12
Pontiac WWTP	Pontiac	Michigan	NSA	Cover	1	Fixed	F1	70	6
Riverside Park WRF	Riverside Park	Washington	NSA	Cover	1	Fixed	F1	09	16
West Palm Beach WRF	West Palm Beach	Florida	NSA	Cover	7	Fixed	F1	90	∞
Bellows Falls WWTF	Bellows Falls	Vermont	NSA	Cover	1	Fixed	F1	25	10
Springfield	Springfield	Missouri	NSA	Cover	3	Fixed	F1	80	15
West Goshen WWTP	West Goshen	Pennsylvania	NSA	Cover	1	Fixed	F1	20	13
Fritz Island WWTP	Reading	Pennsylvania	NSA	Cover	ĸ	Fixed	F1	75	10.5
Capital Region Water WWTP	Harrisburg	Pennsylvania	NSA	Cover	7	Fixed	F1	90	6
Montpelier RRF	Montpelier	Vermont	NSA	Cover	2	Fixed	F1	30	10
Wright Smith WWTP	Mobile	Alabama	NSA	Cover	1	Fixed	F1	80	8
Orangeville WPCP	Orangeville	Ontario	Canada	Cover	1	Fixed	F1	45	12
Stillwater WWTP	Still Water	Oklahoma	NSA	Cover	1	Fixed	F1	22	10
North WWTP	Addison	Illinois	NSA	Cover	7	Fixed	F1	45	10
Passaic Valley Sewerage Commission (PVSC)	Newark	New Jersey	NSA	Cover	9	Fixed	S	82	14
Archbold WWTP	Archbold	Ohio	NSA	Cover	1	Fixed	F1	40	6
Western Riverside WRCRWA	Riverside	California	NSA	Cover	П	Fixed	F1L	88	10
Georgetown WWTP	Georgetown	Ontario	Canada	Engineering Only	1	Fixed	F1	92	

370 253

Total Number of Covers: Total Number of Projects:



Type Of Installation	Slab Mounted	Tank Mounted	Slab Mounted	Tank Mounted	Tank Mounted	Slab Mounted	Slab Mounted	Tank Mounted	Tank Mounted	Slab Mounted	Tank Mounted	Slab Mounted	Slab Mounted	Tank Mounted	Tank Mounted	Tank Mounted	Tank Mounted	Tank Mounted	Tank Mounted	Tank Mounted	Tank Mounted	Slab Mounted	Tank Mounted	Tank Mounted	Slab Mounted	Tank Mounted	Tank Mounted	
Capacity ft3	49,000	51,500	17,600	97,500	62,400	20,000	317,830	65,300	36,000	2,000	219,000	10,000	88,300	127,000	24,000	4,590	65,000	116,000	110,100	51,500	000'06	15,000	25,500	16,700	70,600	20,000	51,200	000
Height ft	29.5	32.2	*	39	32	57	55	31.5	27	15.4	46	50.9	45.6	34.5	21.3	14.8	31.56	37.4	36	32.2	36.42	26.25	18	22.15	40	23.2	29.2	,,
Diameter ft	09	09	31	75	62	39.4	107	65	52	27	100	26	20	06	20	25	92	80	80	09	70	28	62	40	53	43	09	75
Type of Sphere	1/2	1/2	3/4	1/2	1/2	3/4	1/2	1/2	1/2	1/2	1/2	3/4	3/4	1/2	1/2	1/2	1/2	1/2	1/2	1/2	SEMI	3/4	1/4	1/2	3/4	1/2	SEMI	2//
Membrane Type	3M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2M	2MH	2M	3МН	2MH	2M	2M	2M	2M	2DMH	1 MH
 Qty	1	1	1	1	1	1	ĸ	2	1	1	1	1	1	1	2	1	2	1	1	1	1	1	1	3	1	1	1	,
Country	USA	USA	USA	NSA	Canada	USA	NSA	USA	USA	NSA	Canada	USA	Canada	USA	NSA	NSA	NSA	NSA	USA	NSA	NSA	NSA	NSA	NSA	Canada	NSA	NSA	USA
State	Maryland	Tennessee	Wisconsin	Pennsylvania	Ontario	New York	Minnesota	lowa	Wisconsin	Wisconsin	Ontario	California	Ontario	Virginia	Washington	Vermont	Pennsylvania	Connecticut	Missouri	Tennessee	New Jersey	Colorado	Pennsylvania	New York	Quebec	Vermont	Pennsylvania	California
 City	Lexington Park	Gatlinburg	Augusta	Danville	London	Ithaca	Le Sueur	Estherville	Monroe	Luxemburg	Kitchener	Visalia	Mississauga	Opequon	Normandy Park	Bellows Falls	Lackawanna	Norwich	Springfield	Gatlinburg	Bayville	Highlands Ranch	Reading	Great Neck	Quebec City	Montpelier	Hershey	Riverside
City/Project Name	Marlav Tavlor WRF	Gatlinburg WWTP	Bush Brothers & Co.	Danville WWTP	Harvest Power	Ithaca WWTP	Hometown Bio Energy (C/O Avant)	Estherville WWTP	Monroe WTF	Agropur (Symbiont)	Kitchener WWTF	Visalia WWTP	Clarkson WWTP	Opequon WRF	Miller Creek WWTP	Bellows Falls WWTF	Throop WWTF	Norwich WPCF	Springfield, MO	Gatlinburg WWTP	Southern WPCF, OCUA	Marcy Gulch WWTP	Frirtz Island WWTP	Great Neck WPCD	Center De Biomethanisation	Montpelier RRF	Clearwater WWTP	Western Riverside WRCRWA
Year	2009	2010	2010	2010	2011	2012	2012	2013	2013	2013	2013	2014	2014	2014	2015	2017	2019	2017	2019	2019	2020	2020	2020	2020	2021	2021	2022	2022

41 30 Total Units: Total Projects:

### **REFERENCE LIST**

### XIII. REFERENCES - STEEL COVERS

Please list below name of business, address, telephone number, and contact person.		
1.	Charlotte WWTP, Charlotte, NC	
	Contact Person - Keith Purgason, (C) 704-572-6742 (E) Keith.Purgason@d	charlottenc.gov
2.	Avondale WWTP, Avondale, AZ	
	Contact Person - Miguel Ayala (C) 623-680-1111 (E) Mayala@avondaleaz	.gov
3.	Salt Lake City WRF, Salt Lake City, UT	
	Contact Person - Jose Rubalcaba (C) 385-445-1699 (E) Jose.Rubalcaba@	slcgov.com
4.	Dubuque WPCP, Dubuque, IA	
	Contact Person - William O'Brien, (C) 563-589-4269	
5.	Janesville WWTP, Janesville, WI	
	Contact Person - Joe Zakovec, (C) 608-373-3460	



### XIII. REFERENCES - MEMBRANE COVER

Please list below name of business, address, telephone number, and contact person. Gatlinburg WWTP, Gatlinburg, TN 1. Contact Person - Dave Phleps, (C) 865-436-4681 Danville WWTP, Danville, PA 2. Contact Person - Jane Graham (C) 570 275-2730 Monroe WTF, Monroe, WI 3. Contact Person - Joe Solawetz (C) 608-214-4612 (E) jsolawetz@cityofmonroe.org Norwich WPCF, Norwich, CT 4. Contact Person - Larry Sullivan, (C) 860-823-4131 (E) larrysullivan@npumail.com Southern WPCF, OCUA, Bayville, NJ 5. Contact Person - Diana Rodriguez, P.E, (C) 732-269-4500 ext. 8303 (E) drodriguez@ocua.com

