

## **ADDENDUM #3**

**DECEMBER 13, 2011**

**GLENCOE W.T.P. FILTER  
UPGRADE & MODIFICATIONS**  
2640 Paige Avenue  
New Smyrna Beach, Florida 32168

Issued By:  
**QUENTIN L. HAMPTON ASSOCIATES, INC.**

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Attachments: 1) Revised ODP Scope of Supply (Section 01300) 2) Acknowledgement Form for Addendum #3	

THIS ADDENDUM #3 FORMS A PART OF AND MODIFIES THE CONTRACT DOCUMENTS DATED OCTOBER 2011. THE BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.

THIS ADDENDUM REFLECTS CHANGES TO THE DRAWINGS AND PROJECT MANUAL AND SPECIFICATIONS AND PROVIDES CLARIFICATIONS TO QUESTIONS AND ISSUES RECEIVED VIA EMAIL ON AND BEFORE DECEMBER 9, 2011 AT 2:30 P.M. LOCAL TIME.

1. Reference Specifications (additions / ~~deletions~~):
  - a. Section 01300-Manufacturer's Proposal / Scope of Supply is replaced **in its entirety** with the attached document (dated December 7, 2011). Contractor's attention is referred to changes to Terms & Conditions paragraph "H. Freight" as well as the removal of some Manufacturer's Services from the Proposal / Scope of Supply. In general, freight on the Owner-Direct Purchase equipment will be paid by the Owner, manufacturer's services will be paid for by the Contractor.
2. Clarifications / Answers to Bidders' Questions:
  - a. It is emphasized for clarification that the **only** responsibilities that the UCNSB is accepting through the Owner Direct Purchase (ODP) is payment of the purchase price of the equipment listed in the Manufacturer's Proposal / Scope of Supply in Section 01300 (revised per this Addendum) and freight to the UCNSB Glencoe Water Treatment Plant site. All other costs associated with installation, start-up, additional equipment, etc. are to be borne by the Contractor and sufficient monies should be allotted to Bid Item #3 to accommodate such.
3. The bid receipt deadline is unchanged: Tuesday, December 20, 2011 at 2:30 p.m. at the UCNSB offices (200 Canal Street, New Smyrna Beach, FL 32168).

**UTILITIES COMMISSION  
City of New Smyrna Beach, Florida  
200 Canal Street  
P.O. Box 100  
New Smyrna Beach, Fl. 32170-010**

December 13, 2011

RE: BID 02-12 ADDENDUM **NO. 3**

To prospective bidders:

The Utilities Commission is issuing the following addendum. As such it becomes an integral part of the bid and must be acknowledged by the return of this signed form.

**ACKNOWLEDGEMENT OF ADDENDUM NO 3.**

**Company**\_\_\_\_\_

**Name & Title**\_\_\_\_\_

**Signature**\_\_\_\_\_

END OF ADDENDUM #3



Xylem Water Solutions USA Inc.,  
Leopold

227 S. Division St.  
Zelienople, PA 16063  
tel 724-452-6300  
fax 724-453-2122  
email [sales@fbleopold.com](mailto:sales@fbleopold.com)

December 7, 2011

PROPOSAL NO.: I11043 Rev 08  
TO: To Whom It May Concern  
SUBJECT: New Smyrna Beach, FL.  
Glencoe WTP

We are pleased to offer the following materials and services by Xylem Water Solutions USA, Inc., Leopold.

This quotation has been prepared using engineer's plans and specification section 13350.

**FILTER UNDERDRAIN SYSTEM:**

**LEOPOLD UNIVERSAL® TYPE S® UNDERDRAIN:**

Under this section, we propose to furnish Leopold Universal® Type S® Underdrain of the Dual/Parallel Lateral type, manufactured from corrosion resistant, high density polyethylene for installation in six (6) filter cells (3 dual bay filters). Each filter cell measures 26'-8" lateral run x 13'-6". The total filter area is 2,160 square feet.

The blocks shall be arranged end-to-end and mechanically joined with an O-ring to form continuous underdrain laterals approximately equivalent to the length of the filter cell. The joints shall be gasketed, bell and spigot type with internal alignment tabs for proper alignment, and be air and water tight. Joints shall be snap-lock type so that the blocks are joined with integral interlocking snap lugs and lug receptors for ease of assembly and installation of the laterals, and supplied with carbon steel "L" anchor rods.

**IMS® (INTEGRAL MEDIA SUPPORT) CAP:**

Under this section, we propose to furnish 2,160 square feet of IMS® (Integral Media Support) Cap. IMS® cap shall be made of plastic beads sintered together and molded to match the surface of the Leopold Universal Underdrain. The IMS® Cap shall be factory installed to plastic block prior to shipment.

**AIR HEADER PIPING:**

Under this section, we propose to furnish six (6) Leopold Air Header Assemblies, manufactured from schedule 5, type 304 stainless steel pipe. The air header pipe shall measure 6" in diameter and will run the width of the filter cell. The air header shall commence with a flange approximately 6" inside the filter cell. Mating flange and hardware is to be supplied by others.





**FILTER CONTROL SYSTEM:**

Under this section, we propose to furnish the following FilterWorx™ Automatic Control System for the subject project for controlling the filtration and backwashing operations of three (3) filters. The system will consist of the following equipment:

One (1) Leopold model AFC-5000 Triple Filter Control Panel. The panel will be housed in a Hoffman or equal, NEMA 12 painted carbon steel panel. The panel will include provisions for automatic, semi-automatic, and manual control of the filtration and backwashing operations of three (3) filters. Logic functions will be performed by an Allen Bradley CompactLogix series PLC. Effluent and backwash rate of flow control and indication will be via Leopold model Valve PAC valve positioner/controllers. Manual operation will be independent of the PLC. Operator interface will be via an Allen Bradley 10.5" Panelview Plus touchscreen, Red Lion digital indicators, and Square D type ZB4 selector switches, pushbuttons and pilot lights.

Three (3) 16-inch PFS cast iron venturi flow meters for filter effluent flow to replace existing BIF equipment.

Three (3) Rosemount 3051 Smart differential pressure effluent ROF transmitters. Each transmitter will include a 3-valve manifold.

One (1) Rosemount 3051 Smart differential pressure backwash ROF transmitter including a 3-valve manifold.

**AUTOMATIC VALVES:**

Under this section we propose to furnish the following Dezurik 150 lb. Class flanged butterfly valves conforming to AWWA C-504. The valves shall be flanged with EDPM seats, 316 stainless steel shafts and cast iron bodies per ASTM A126. Shaft seals should be self compensating split V-type or O-ring packing made of BUNA-N per AWWA C-504 Class B. The valves shall be supplied with the listed electric operators. Limitorque actuators shall be NEMA 4 rated with local visual position indicators, local controls, 2 limit switches, and manual hand wheel override. Quoted voltage is 240v/1ph/60hz.



Description	Size	Operator	Qty.	Comment
Influent	24"	Electric	3	Open/Close
Effluent	20"	Electric	3	Open/Close**
Backwash Waste	20"	Electric	3	Open/Close
Backwash Inlet	18"	Electric	6	Open/Close
Filter to Waste	6"	Electric	3	Open/Close
Air Inlet	6"	Electric	6	Open/Close
Backwash Supply	18"	Electric	3	Open/Close
Blower Vent	4"	Electric	1	Open/Close
Butterfly valve	8"	Manual	2	
Butterfly valve	18"	Manual	2	

\*\* Valves modulated via Leopold Valve-Pac.

**PRICING:**

Pricing is for orders on or before April 1, 2012. We do not include any applicable taxes.

**MANUFACTURING LEADTIME:**

Please consult our factory for manufacturing lead-times.

**BASIS of PRICING:**

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation is reviewed by Xylem Water Solutions USA Inc., Leopold before acceptance and is subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for



delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA Inc., Leopold, and Purchase Order issuer at time of order placement.

We do not include any applicable taxes.

Orders resulting from this quotation should be addresses to Xylem Water Solutions USA Inc., Leopold, 227 S. Division St., Zelienople, PA, 16063, USA.

We propose to furnish the material described in this document for **a total selling price of \$\_\_\_\_.00 service is not included.** Freight is included freight allowed to jobsite. Risk of loss shall transfer to Buyer at point of delivery. Jobsite is located at 2640 Paige Ave, New Smyrna Beach, Fl 32168

**Payment terms:**

- 10% net 30 days upon initial submittal of mechanical, electrical and I/C drawings for approval
- 80% net 30 days from the date of the receipt of the product
- 5% installation of the Leopold equipment, NTE 150 days after shipment
- 5% start-up / training on the Leopold equipment, NTE 180 days after shipment

Respectfully,

Xylem Water Solutions USA Inc., Leopold

Tony Orchard  
Territory Sales Manager, Leopold

Attachment: Terms of Quotation



I11043 REV08

Xylem Water Solutions Inc., Leopold  
**TERMS and CONDITIONS**

DEFINITIONS

Wherever used in these terms and conditions, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

*Buyer:* \_\_\_\_\_

*Seller:* Xylem Water Solutions USA Inc., Leopold

*Purchase Order:* Buyer's initial offer to purchase equipment from Supplier dated \_\_\_\_\_ and identified by the following reference number \_\_\_\_\_.

THE FOLLOWING TERMS AND CONDITIONS are an integral part of the offer by Xylem Water Solutions Inc., Leopold to sell the equipment described in Proposal Number I11043 REV08 dated December 7, 2011.

A. CONTRACT SPECIFICATION: Supplier will be bound by the technical and general portion of the documents that form a part of the prime contract only to the extent that they are applicable to the supply and delivery of the material, equipment and workmanship under the Contract.

B. TERMS OF PAYMENT: Net cash within thirty (30) days after date of invoice, subject to the approval by SELLER'S Credit Department. Interest in the amount of one and one-half percent (1-1/2%) per month will be added to all invoices not paid within thirty (30) days of the date of the invoice.

C. PRICES AND ESCALATION: Prices are based on shipment of all equipment and goods no later than 365 days after Purchase Order Date; if shipment is delayed beyond that date through no fault of SELLER, prices shall be increased at a rate of one and one-half percent (1-1/2%) per month on all equipment shipped and invoiced after that date.

D. TAXES: Sale price does not include any local, state or federal taxes, permit charges or other fees. The BUYER shall pay any taxes, charges or fees that may apply.

E. GENERAL WARRANTY (OTHER THAN MEDIA): SELLER, for the period of fifteen (15) months from date of shipment or twelve (12) months from the date of acceptance, whichever occurs first, warrants its products to be free from defects in workmanship and material under normal use and service and when used for the purpose and under conditions which Xylem Water Solutions USA Inc., Leopold recommends that its products be used. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL, REPLACEMENT OR REPAIR OF DEFECTIVE EQUIPMENT OR REINSTALLATION OF REPLACEMENT EQUIPMENT, UNLESS PREVIOUSLY APPROVED IN WRITING BY AN



AUTHORIZED EMPLOYEE OF THE SELLER. BUYER must notify Xylem Water Solutions USA Inc., Leopold immediately upon discovery. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. Freight charges in connection with the foregoing remedies are the responsibility of the BUYER.

FILTER MEDIA WARRANTY (if applicable): SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall be responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify Xylem Water Solutions USA Inc., Leopold immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. LIMITATION OF LIABILITY. Xylem Water Solutions USA Inc., Leopold shall not be liable for indirect, special, incidental or consequential damages or penalties and does not assume any liability of BUYER or others, or to others, for injuries to persons or property resulting from the alleged failure of Xylem Water Solutions USA Inc., Leopold products.

G. DELIVERY: SELLER will use reasonable diligence to comply with BUYER'S requested shipping and delivery dates and to obtain similar commitments from the SELLER'S subcontractors and suppliers. SELLER shall not be liable for any loss, damage, expense, or charge of any kind resulting from delays in shipment, delivery, or installation. Without limitation to the foregoing, under no circumstances shall SELLER be liable for any failure or delay in shipment, delivery, or installation resulting from any cause beyond SELLER'S control, including, but not limited to, provisions of law or governmental regulations; accident, explosion, fire, windstorm, flood or other casualty; strike, lockout, or other labor difficulty; riot, war, insurrection, shortage or inability to secure labor, or other services, raw materials, production or transportation facilities, or for delays or failures by third parties to provide supplies, components, services, parts, or equipment required by SELLER to complete the contract. All shipping dates provided at any time by the SELLER are approximate and SELLER shall not be liable in any way for failure to ship in accordance with any shipping dates furnished by SELLER.

H. FREIGHT:

**Domestic Shipments** -Equipment and goods are quoted inclusive of freight to jobsite with risk of loss transferred to Buyer at point of delivery.



I. PENALTIES: Xylem Water Solutions USA Inc., Leopold will accept no liquidated damage provisions or penalty provisions.

J. TITLE: Title to the equipment and goods described herein shall pass upon receipt of payment. Risk of loss shall remain with Xylem Water Solutions USA, Inc. until the equipment and goods are delivered to the jobsite.

K. MATERIALS NOT INCLUDED: This Purchase Order includes only those materials and supplies specifically mentioned in Xylem Water Solutions USA Inc., Leopold Proposal and it shall not be construed to include wire, conduit, grout, adhesives, mortar or other construction materials which may be necessary to install Xylem Water Solutions USA Inc., Leopold equipment.

The equipment described in the Proposal may not meet the letter of the specifications, which this Proposal addresses. In the event that a Consulting Engineer shall determine, upon submission by Xylem Water Solutions USA Inc., Leopold of detailed drawings, that the submitted equipment is not acceptable, SELLER shall have the option of either; 1.) Furnishing fully compliant equipment or, 2.) Withdrawal from the contract without penalty.

L. CANCELLATION: Upon cancellation by BUYER of its contract to purchase the equipment, goods and services described in this Proposal, SELLER shall be entitled to recover all direct and indirect costs incurred.

M. ATTORNEY'S FEE: SELLER shall be entitled to recover from BUYER all attorney's fees incurred by SELLER as a result of any breach by BUYER of its contract to purchase the equipment, goods and services described in this Proposal. OFFER AND ACCEPTANCE: This proposal is an invitation to deal and is not intended by SELLER to be an offer of sale. BUYER may offer to purchase the equipment, goods and services described in the Proposal by executing the "Offer to Purchase" below. Upon the subsequent execution of the "Acceptance" below, by an officer of the SELLER at Zelienople, Pennsylvania, this Proposal will become the entire agreement between the BUYER and the SELLER, and no previous communications or negotiations, whether oral or written, shall be of any effect. **THERE ARE NO COVENANTS OR AGREEMENTS, INDUCEMENTS, GUARANTEES, WARRANTIES, ADDITIONS OR CONSIDERATIONS OTHER THAN AS SET FORTH SPECIFICALLY HEREIN.** The parties intend to be legally bound hereby upon the execution of this instrument as a contract. The laws of the Commonwealth of Pennsylvania shall govern this transaction. In the event BUYER issues its own purchase order based on this Proposal, the terms and conditions contained herein shall be deemed to be incorporated in said purchase order or contract, unless exception is taken by specified references thereto.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.



\_\_\_\_\_

(BUYER)

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, 20 \_\_\_\_\_

Xylem Water Solutions USA Inc.,  
Leopold

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, 20 \_\_\_\_\_