



**Santec Corporation, Inc./
CIM CON AZ, LLC**
9316 Apache Rd, Parker, CO 80138

September 26, 2019

Inscription Canyon Ranch
Bob Busch

RE: Alternate Proposal for Plant Expansion

Dear Mr. Busch,

The Santec/Cim Con AZ, LLC team are submitting an alternate proposal to perform the work associated with the expansion of the Inscription Canyon Ranch Treatment facility. The combined scope of work is as identified in the Plans, Specifications as well as the Inclusions, Exclusions and Clarifications below. This estimate incorporates the alternate approach to reduce costs of the project. These items include relocating the concrete dewatering pad to eliminate all imported fill requirements as well as reconfiguration of the tank in order to allow for sloping of excavation and eliminate requirement of other slope protection systems.

We have also included an adder option to provide a pump for the sludge bagger system in lieu of the air lift system as we do not believe that the air lift will work appropriately in this configuration. If the owner selects this option it will be added to the contract price.

The total price to perform the work is:

Base estimate: *Seven Hundred Thirty-Three Thousand and No/100 (\$733,000.00)*

Deduct #1 – Relocation of Bagger Slab Eliminate all import fill:
One Hundred Thirty Thousand Three Hundred and No/100 (\$130,300.00)

Deduct #2 – Re Configuration of tank location:
One Hundred Two Thousand Nine Hundred and No/100 (\$102,900.00)

Alternate Proposal with Deducts **Four Hundred Ninety-Nine Thousand Eight Hundred (\$499,800.00)**

Adder #1 – Sludge Pump Addition **Nine Thousand Six Hundred and no/100 (\$9,600.00)**

WWTP Upgrade Inclusions

1. Mobilization
2. Polymer System with injection and accessories (Or Equal included of Blue River Technologies Porta Poly system)
3. Potable water supply to Polymer system
4. Dewatering slab as modified in Deduct #1
5. Soils Compaction and Classification Testing per specifications
6. Airlift for sludge system (Unless Adder #1 Selected)
7. Sludge System Yard piping
8. Installation of Owner Supplied Clarifier
9. All yard piping, valves and basins associated with Clarifier installation
10. Re-routing of RAS line
11. Extension of Methanol Line
12. Air piping to New Clarifier and modifications to Aeration tanks as well as Sludge Tank



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13. Modified Aeration Piping in Aeration #1 & #2
 14. Supply and Installation of Mixers in Anoxic #1
 15. Supply and installation of Blower #3 with associated control panel and wiring (20HP w/ URAI-59-DSL)
 16. Electrical connections to Blower System from existing electrical
 17. System Start-up and Testing as required
 18. SWPP and Re-seeding with native seed
 19. Sales Tax
 20. Freight

EXCLUSIONS

1. Any work identified as “Not in Contract” on the drawings or specifications
2. Procurement of ADEQ Permit, assumed to be previously procured, if not can be completed as a Time and Material basis. Would require a time extension
3. Any required upgrades to existing electrical supply
4. Any Dumpsters required for bagger system.
5. Any work on the Flow EQ Force Main
6. New FEQ Pump or Accessories
7. FEQ Header
8. Magnetic Flow Meter
9. Utilities: power/phone/internet/potable water service to utility site
10. Any construction water or water for initial fill of plant
11. Any rock excavation or site excavation dewatering
12. As-Builts in CAD format unless DWG file is provided to contractor by engineer
13. Dewatering Bags (Owner Supplied)
14. Cost for any delay as a result of permitting not included by contractor.

Clarifications

Contractual:

1. The Agreement for Construction Services need to be modified as follows:
 - a. Project Description needs to be added.
 - b. All info re: the incorporated Contract Documents need to be added. This should be as detailed as possible.
 - c. Date of Commencement and Substantial completion: Substantial Completion time allowed should be modified to 100 Calendar days from Date of Commencement.
 - d. The reference to Section 108 governing liquidated damages in the contract requires correction. The \$100/day liquidated damages are under the subcontractor provisions of Article V/Supplemental General Conditions but appears intended to apply to the whole project. This should be clarified and the contract language corrected.
 - i. It should also be added that the liquidated damages are ICRSD’s sole remedy in the event of delay in the project.
 - e. Paragraph 4.4 should be deleted, since there are no provisions covering liquidated damages for punch list delays.
 - f. Paragraph 5.1: Add the following to approved force majeure events: “reasonably unforeseen events that are outside of Contractor’s control”.
 - g. Paragraph 5.2. Revise as follows:
 - 5.2 Notwithstanding anything to the contrary:
 - (a) Any claim by Contractor seeking additional time must be reported to ICRSD in writing within ten (10) days after **Contractor becomes aware of** the occurrence of the event giving rise to such claim.
 - (b) Contractor shall only be entitled to additional time if the delay:
 - (i) is not caused, or could not have been **reasonably** avoided, by Contractor;



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- (ii) could not be limited or **reasonably** avoided by Contractor's timely notice to ICRSD of the cause for the delay and
- (iii) has no concurrent or contributing **material** cause for which Contractor would not be entitled to an extension of the Contract Time.
- (c) Contractor shall not be entitled to additional time for any act or neglect of ICRSD, ICRSD's employees or separate contractors employed by ICRSD unless Contractor had provided ICRSD with notice of such act or neglect within ten (10) days following **Contractor becoming aware of** the action.
2. Delete first sentence of paragraph 5.3. This is far too broad.
 3. Paragraph 7 covers payments, but has no specifics on how the initial, progress or final payments are to be paid. You will need to cover this in the bid documents in detail.
 - a. Also: Section 109.10 covers a payment for mobilization/demobilization, but it's not specific on overall payment. Suggested Payment Terms should be:
 - i. Mobilization: ½ Payable Upon Execution of agreement, ½ Payable upon 30% completion of contract per CPM Schedule.
 - ii. Progress Payments: Per Cost Loaded CPM Schedule

Technical:

1. Geotechnical information was not available at time of bid, will be required prior to commencement of construction.
2. Concrete Dewatering Pad can be relocated to eliminate all fill identified on plan set drawings C-1, C-4, C-5. (Deduct #1)
3. Owner will allow tanks to be reconfigured to eliminate requirement for any slope protection during installation of new owner supplied Clarifier. (Deduct #2)

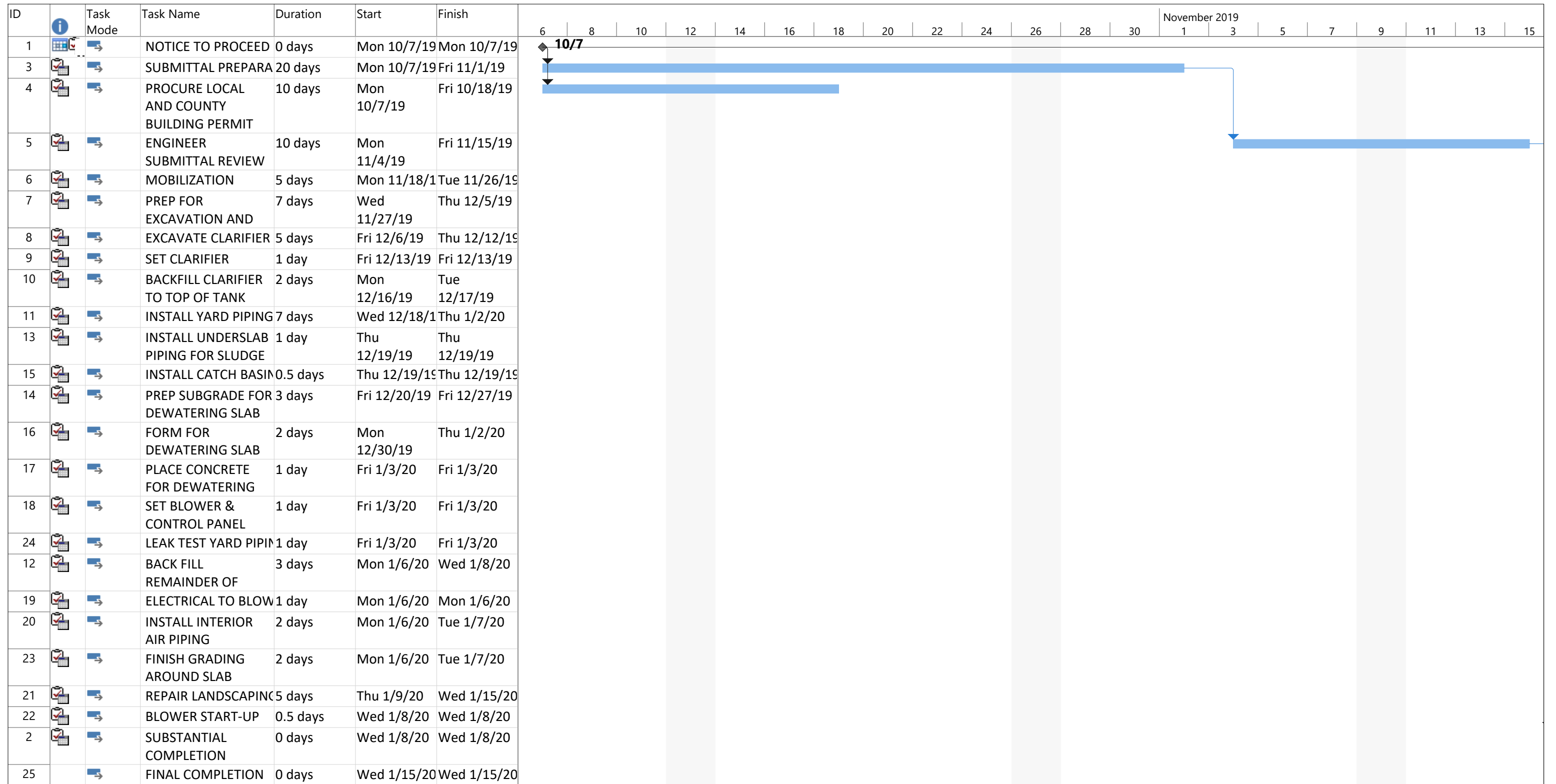
Please feel free to call me with any questions or comments regarding the above inclusions, exclusions and clarifications.

Sincerely,

Santec Corporation, Inc./CIM CON AZ LLC

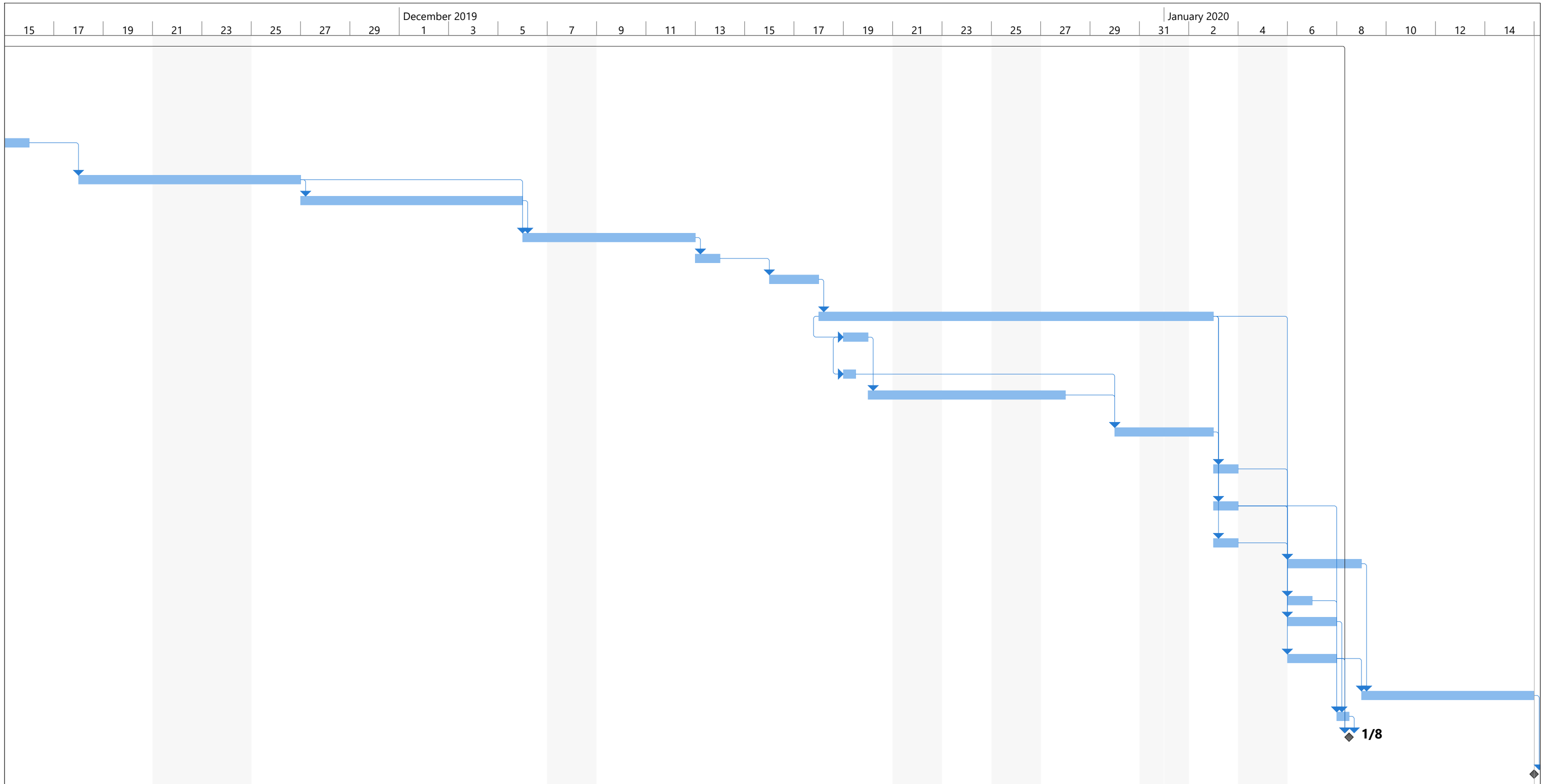
Eric W. Ness

President, Santec Corporation, Inc



Project: PLANT EXPANSION SC
Date: Thu 9/26/19

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



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