



City of Hendersonville, NC

Request for Proposal # 2500271350001

Hendersonville WWTF Belt Filter Press #1 Rehabilitation

NCDEQ DWI Project No.: SRP-W-ARP-0031

Date Issued: September 4, 2026

Bid Opening Date: 11:00 am September 21, 2026

Direct all inquiries concerning this RFP to:

Adam Steurer, PE

Utilities Director

asteurer@hvlnc.gov





TABLE OF CONTENTS

I. Instructions to Bidders 3

II. Project Requirements and Specifications 5

III. Submission Requirements 8

Required Bid Documents:

Bid Proposal

Qualifications Statement

Attachments:

Equipment Overview

Construction Contract with General Conditions

Performance and Payment Bonds

Notice of Award

Notice to Proceed

Change Order Form

[Sernagiotto Belt Press O&M Handbook](#)



I. Instructions to Bidders

1. This REQUEST FOR PROPOSAL (RFP) describes the requirements for the City of Hendersonville's (City) WWTF Belt Filter Press #1 Rehabilitation. Copies of the RFP are available via PDF on the City's website.
2. A pre-bid meeting will be held at 11:00 AM, local time, on September 14, 2026 at the City of Hendersonville WWTF, located at 99 Balfour Road, Hendersonville, NC 28792. At this time bidders may learn more about the project, ask questions, and visit the worksite. Attendance to the pre-bid meeting is highly encouraged but is not required.
3. Prospective bidders may visit the site at any time generally between 8am – 4pm weekdays after making an appointment with Garrett Demoss, gdemoss@hvlnc.gov.
4. Bids are due by 2:00 PM, local time, on September 21, 2026, at the City Operations Center, located at 305 Williams Street, Hendersonville, NC 28792. Bids may be dropped off or mailed Attn: Adam Steurer, PE, Utilities Director; 305 Williams Street, Hendersonville, NC 28792 or emailed to asteurer@hvlnc.gov. The name of the bidder and the bidder's NC contractor license number must appear on the envelope, and the envelope must be marked "Hendersonville WWTF Belt Filter Press # 1 Rehabilitation". It is the responsibility of each Bidder, without excuse, to ensure that their Bid Proposal is submitted at the right place by the bid deadline.
5. Performance and payment bonds, each in the amount of one-hundred percent (100%) of the contract price, will be required to be furnished by the successful bidder as a condition of award.
6. Refer to the Submission Requirements section herein for the Bidder Requirements. The Bidder must submit their quotation on the enclosed forms. Bids may be rejected if they show any omissions, alterations, or unauthorized additions to the forms, or for conditional bids, or for any irregularities of any kind.
7. No additional charges OF ANY KIND will be allowed on the awarded contractor's invoices. Any and all costs for the bidder MUST be included in the bidder's quotation unit price.
8. The award will be on the basis of materials specified or described herein, and those substitute or materials and equipment subsequently approved by City prior to the submittal of Bids and identified by Addendum. No material item will be considered by the City as a substitute unless written request for approval has been submitted by Bidder and has been received by City within seven (7) days of the issuance of the RFP. The burden of proof of the merit of the proposed item is upon Bidder. City's decision of approval or disapproval of a proposed item will be final. If City approves any such proposed item, such approval will be set forth in an Addendum posted on the City's website. Bidders cannot rely upon approvals made in any other manner.



9. All prices that Bidder sets forth in its Bid will be based on the presumption that the Bidder will furnish the materials and provide labor and all incidentals necessary to completed the work specified and described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" requests are made at Bidder's sole risk.
10. Any questions regarding the RFP should be submitted in writing to Adam Steurer, PE, Utilities Director via email: asteurer@hvlnc.gov at least 96 hours prior to bid opening. Questions that require a written response or a change to the requirements and/or specifications will be posted as an Addenda on the City's website. In the event of a major change to requirements and/or specifications, the City reserves the right to postpone the bid opening. Any delay or postponement of the bid opening date will be announced through a duly issued addendum. All addenda will be posted on the City's website. It is the responsibility of all bidders to ensure that they have checked the City's website up to the time for bid opening to make sure they are aware of all issued addenda. Failure to acknowledge all addenda on the bid proposal form will render a bid nonresponsive and ineligible for consideration.
11. In the event of a tie bid, with all terms being equal, the City reserves the right to request the applicable contractors (only) submit best and final bids.
12. This contract shall be awarded to the lowest responsive, responsible bidder.
13. The City reserves the right to reject any and all proposals, in whole or in part, and to waive minor informalities.



II. Project Requirements and Specifications

The City operates two Sernagiotto Technologies BPF 2000 WR 15 belt filter presses to dewater thickened sludge. Generally, this scope of work is the rehabilitation and component replacement of one of those units, belt filter press # 1 (Serial Number: 60405948000001).

Project Requirements and Specifications are listed below:

1. Contractor shall be a properly licensed General Contractor in good standing with the North Carolina Licensing Board for General Contractors.
2. Contractor shall not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting by a Federal department or agency
3. Contractor will provide all materials, labor, insurance, equipment, and incidentals necessary to complete the work described herein.
4. Contractor shall have experience completing similar projects on belt press rehabilitation and replacements in similar scope and complexity as the work described herein. Contractor shall list a minimum of three similar projects on the provided Qualifications Statement Form and submit with their bid. Contractor shall display experience performing rehabilitation work on at least one wastewater belt filter press equipment.
5. Owner is responsible for removing the existing belts and reasonably cleaning the belt press components before the Contractor commences work. Owner is responsible for temporarily disconnecting the belt press from services (electric, water, air supply) and reconnecting services after rehabilitation work has been completed.
6. All materials replaced in the work shall be supplied by the original equipment manufacturer Sernagiotto (OEM) or equal approved by the manufacturer as to guarantee proper operation and maintain any manufacturer warranties and guarantees thereby.
7. Scope of Work. Item numbers correspond with the Attached Equipment Overview.
 - a. Roller Replacements
 - i. (1) Item 3. Perforated Wedge Roller – D1200 (304 Stainless Steel) including bearing assemblies.
 - ii. (1) Item 2. Perforated Pressure Roller – D850 (304 Stainless Steel) including bearing assemblies.
 - b. Re-Coating Existing Rollers:
 - i. (1) Item 2. Pressure S-Roller – D552 (Rilsan thermoplastic nylon coating or equal)
 - ii. (1) Item 2. Pressure S-Roller – D413 (Rilsan thermoplastic nylon coating or equal)
 - iii. (14) Item 2. Pressure S-Rollers - D240 (Rilsan thermoplastic nylon coating or equal)
 - iv. (2) Item 4a and 4b. Tension Rollers – D240 (Rilsan thermoplastic nylon coating or equal)
 - v. (1) Item 5. Guide Roller – D150 (Rilsan thermoplastic nylon coating or equal)
 - vi. (1) Item 5. Guide Roller – D100 (Rilsan thermoplastic nylon coating or equal)



- vii. (2) Item 1. Drive Rollers (Buna Rubber or equal)
 - viii. (2) Item 6a and 6b. Upper and Lower Tracking Roll (Buna Rubber or equal)
 - c. (52) Bearing Housing Assemblies Rilsan thermoplastic nylon coating or equal.
 - d. (2) KF87 Series SEW-Eurodrive Geardrives
 - e. (2) Item 1. Drive Roller/Geardrive Couplings
 - f. Various Components
 - i. (73) Item 29. Gravity zone grid strips
 - ii. (52) Item 19. Right hand Chicanes with Shoes
 - iii. (43) Item 19. Left hand Chicanes with Shoes
 - iv. (1) Transversal Seal
 - g. Washing Box/Shower Components
 - i. Items 11a and 11b. Upper and Lower Washing Box
 - ii. (2) Internal Shower Cleaning Brushes
 - iii. (2) Washing Box Rebuild
 - h. Tracking Device/Steering Components. Items 13a and 13b.
 - i. (2) Guides with Bellows
 - ii. (2) Valves Stainless Steel
 - iii. (2) Paddles Stainless Steel
 - i. Tension Roller Components – Items 4a and 4b.
 - i. (4) Tension Air Springs/Bellows
 - ii. (4) Pinion Gears
 - iii. (4) Bushings for Torsional Shafts
 - iv. (8) Bushings for Tension Shafts
 - j. Tank Mixer Drive Components – Item 31
 - i. (3) Mixer Gaskets (3 PN's)
 - ii. (1) Bushing
8. The Contractor will provide equipment start-up services to ensure the work is completed satisfactorily and the rehabilitated belt filter press is fully operational.
9. The Contractor shall provide guarantees that all workmanship shall be warranted for a minimum period of 1 year from the date of final payment. If any workmanship or materials should fail during the warranty period due to manufacturing defects, the product shall be replaced and reinstalled at no expense to the City.
10. Material product submittals shall provide sufficient data for the City to properly evaluate the materials.
11. Submittals and Shop Drawings:
 - a. Submittals and Shop Drawings for rollers, components, linings and coatings:
 - i. Specifications
 - ii. Intended service
 - iii. Illustrations in sufficient detail to serve as a guide for assembly and disassembly
 - iv. Parts schedule identifying materials to be used
 - v. Materials of construction
 - vi. Dimensions if applicable



vii. Linings and coatings if applicable

12. Delivery, Storage, and Handling:

- a. Deliver materials, fittings, and accessories in a clean and undamaged condition. Minimal covered storage is available on-site.



III. Submission Requirements

Required Bid Documents:

1. Bidder's Proposal on the supplied Bid Proposal Form including Bid Price
2. Qualification Statement

When received, all proposals and supporting materials, as well as correspondence relating to the RFP, shall become the property of the City of Hendersonville. Proposals must be submitted in a sealed envelope bearing the bidders name and NC contractor license number, as well as the project title: "Hendersonville WWTF Belt Filter Press # 1 Rehabilitation".

In submitting a proposal, it is understood by the contractor that the City of Hendersonville reserves the right to accept any proposal to reject any and all proposals when to do so is in the best interest of the City, and to waive any immaterial irregularities or informalities in proposals when to do so is in the best interest of the City and where to do so would not give the bidder an unfair advantage, but not for the purposes of evading the public bidding laws.

Any proposal may be withdrawn or modified by written request of the contractor, provided such request is received by the City at the designated address prior to the date and time set for receipt of proposals.

If a proposal includes any propriety data or information, such data or information must be specifically identified as such on every page on which it is found. Data or information so identified will remain confidential to the extent allowed by North Carolina law pursuant to GS 132-1.2 and will be used by City personnel solely for the purposes of evaluating proposals and conducting contract negotiations. The practice of labeling unqualified pages as confidential, including the bid form, may result in a proposal being dismissed from evaluation.

All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal. However, the City reserves the right to negotiate with the lowest bidder if the bid is in excess of funds available.

No proposals will be accepted from any person or organization that otherwise may be deemed irresponsible or unresponsive by City staff or the City of Hendersonville City Council.

All prices quoted must be firm for a period of 60 (sixty) days following the proposal deadline to allow for evaluation and a contract award period.

The cost of preparing a response to the RFQ will not be reimbursed by the City.

No agreements with any selected contractor shall be binding until a purchase order is issued or a contract is signed and executed by City Council or City Manager and authorized representatives of the contractor.

REQUIRED BID DOCUMENTS

BID PROPOSAL

Hendersonville WWFT Belt Filter Press #1 Rehabilitation

- (1) Bidder proposes and agrees, in event this proposal is accepted, to enter into a contract with the City of Hendersonville of Henderson County, North Carolina (herein designated and referred to as the City), in the form herein specified, to furnish all materials and provide all labor and incidentals for the aforementioned purchase, all in complete accordance with the requirements of the attached contract documents and specifications, to the entire satisfaction of the City, at the lump sum price described herein, which is an integral part of this proposal.
- (2) Bidder hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into, that this proposal is made without connection with any other person, company or parties making a proposal, and that this proposal is in all respects fair and made in good faith without collusion or fraud.

- (3) Bidder hereby acknowledges receipt of the following addenda which will be considered as part of the Contract Documents.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

- (4) This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.
- (5) Bidder further proposes and agrees, that, if awarded a contract for this project, he will commence with shop drawings immediately upon receiving a purchase order from the City; that they will furnish all materials for the completion of the contract and will complete same, including all accepted alternates thereto if applicable, within the time stated below, and that on their failure to complete the work within such time they will pay to the City for each calendar day that the work, or any part thereof remains uncompleted beyond such specified time, the amount specified, this payment to be made as liquidated damages.
- (6) Duration in calendar days from issuance of purchase order to delivery of shop drawings: 45 calendar days.

(7) Substantial Completion of the project shall occur within 180 calendar days from the issuance of a purchase order/notice to proceed. Final Completion of the project shall occur within 225 calendar days from the issuance of a purchase order/notice to proceed. The Bidder agrees to pay liquidated damages in the amount of \$300.00 per calendar day for each calendar day beyond the final project completion date.

(8) Payment and compensation terms for the work shall be as follows:

33% - Due net thirty (30) days from receipt of invoice from manufacture/supplier following approved shop drawings.

33% - Due net thirty (30) days from receipt of invoice upon delivery of the material to the project site and acceptance by City.

34% - Due net thirty (30) days from receipt of invoice after time of completion of work and satisfactory startup

(9) Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Lump Sum Belt Filter Press #1 Rehabilitation: _____ (in words)

_____ (dollars \$)

Bidder shall use the table below to provide explanation why a minimum requirements outlined in the bidding documents cannot be met, if applicable.

Exception Number	Provide a thorough, clear explanation regarding why your company will be unable to meet this requirement. Additionally, provide an alternative proposal for how your company can effectively meeting this requirement via a different means. Bidders may use an attachment to provide more detail for each exception if needed.

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Qualifications Statement

1. License Information

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

2. Construction Experience

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				

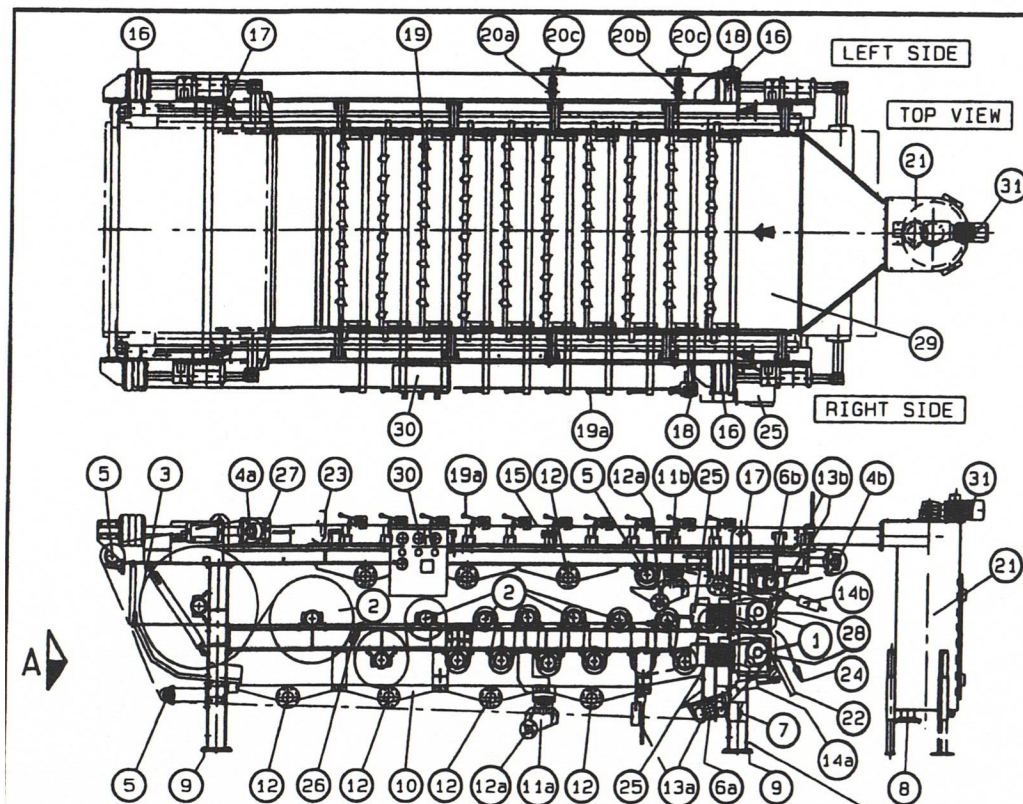
Been released from a bid in the past 5 years? ☐ Yes ☐ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

3. Similar Projects

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project Completed			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email

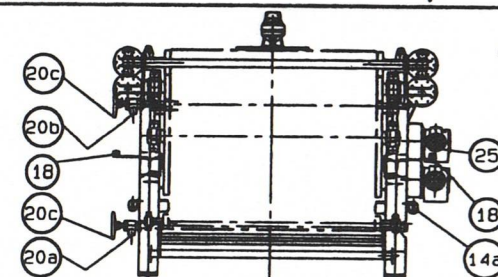
Owner					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					

ATTACHMENTS



31	TANK MIXER DRIVE	
30	PNEUMATIC CONTROL CABINET	RIGHT SIDE
29	GRAVITY ZONE	
28	UPPER AND LOWER BELT DOCTOR BLADE	
27	WEDGE ZONE	
26	BELT OVERTRAVEL LIMIT SWITCH	
25	TWIN BELT DRIVES	RIGHT SIDE
24	CAKE OUTLET	
23	SLUDGE LEVeller	
22	DISCHARGE CHUTE	
21	SLUDGE TANK MIXER	
20c	SPRAY PIPE HANDWHEELS	LEFT SIDE
20b	UPPER BELT SPRAY PIPE	
20a	LOWER BELT SPRAY PIPE	
19a	CHICANES LIFTING HANDLE	RIGHT SIDE
19	CHICANES	

REV.	DESCRIPTION	DATE	DRW	CHECK.	APP.
A	Certified issue	04.10.2000	CHIESA		



View on arrow "A"

EL. MOTORS TO BE WIRED BY OTHERS

18	SAFETY STOP SWITCH - 1 EACH SIDE	
17	MAINFRAME LIFTING LUGS-4 PCS.	
16	AIR BELLOW	
15	GRAVITY ZONE SLUDGE SKIRT	
14b	UPPER DOCTOR BLADE COUNTERWEIGHT	
14a	LOWER DOCTOR BLADE COUNTERWEIGHT	
13b	UPPER TRACKING DEVICE	RIGHT SIDE
13a	LOWER TRACKING DEVICE	RIGHT SIDE
12a	WASH WATER DISCHARGE	BOTH SIDES
12	FILTRATE DISCHARGE	RIGHT SIDE
11b	UPPER WASHING BOX	
11a	LOWER WASHING BOX	
10	COLLECTING TRAYS	
9	CENTER LINE ANCHOR BOLTS	
8	PRODUCT INLET	
7	CONTROLS ARE PRE-WIRED AND TERMINATED AT THE JUNCTION BOX	RIGHT SIDE
6b	UPPER BELT TRACKING ROLL	
6a	LOWER BELT TRACKING ROLL	
5	GUIDE ROLL	
4b	UPPER BELT TENSION ROLL	
4a	LOWER BELT TENSION ROLL	
3	PERFORATED WEDGE ROLL	
2	PRESSURE ROLL	
1	DRIVE ROLL	

ITEM	DESCRIPTION	ORIENTATION
SERNAGIOTTO TECHNOLOGIES S.p.A. VIA TORINO 114 - 27045 CASTEGGIO (PV) - ITALY TELEPHONE ++39038383741 - TELEFAX ++39038383782 e-mail: sernatec@maxidata.it		
PROJECT NAME		Formaio Sheet Size
City of Hendersonville - NC		B
TITLE		CONTRACT ID #
GENERAL ARRANGEMENT/DESCRIPTION WITH ORIENTATION - RIGHT HAND VERSION		DWG. 60405948-2 a
MACHINE TYPE	SCALE	DATE
BPF 2000 WR15	1:	04.10.2000
THIS DOCUMENT IS THE EXCLUSIVE PROPERTY OF SERNAGIOTTO TECHNOLOGIES SPA AND IS NOT TO BE COPIED OR DISCLOSED IN WHOLE OR IN PART EXCEPT BY WRITTEN PERMISSION OF SERNAGIOTTO TECHNOLOGIES SPA		DRWN
CHECKED		CHIESA
		APPROVED

h:/usa/submittals/henderson/a3855788.d



THE CITY OF HENDERSONVILLE

160 6TH Avenue East
Hendersonville, NC 28792
(828) 697-3000

CONSTRUCTION CONTRACT

CONTRACTOR:

PROJECT:

**WWTF Belt Filter Press #1
Rehabilitation**

PROJECT

ADDRESS:

**99 Balfour Road, Hendersonville, NC
28792**

This Construction Contract, and all exhibits, (collectively this "Contract") is entered into this ____ day of _____, 20____ by and between, the City of Hendersonville, a municipal corporation of the State of North Carolina, (the "City" or "Owner") and, _____ (the "Contractor") having an address of _____.

WITNESSETH:

That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties agree as follows:

1. Scope of Services. The Contractor agrees to provide the professional construction services needed to complete the Project in accordance with the Project Drawings and Specifications and the Contract Documents for the price stated in the Contractors Proposal Form, plus or minus the substitutions listed on the Substitution Listing which are accepted by the City. The Scope of Services is set out in Exhibit B, attached hereto and incorporated by reference.
2. Contract Documents. The Contract Documents consist of, in addition to this Contract, the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings, and the General Conditions of the Construction Contract, all of the foregoing being incorporated herein by reference as if fully set forth herein, and all parties agree to be bound thereby.
3. Time for Performance of the Work. The Work shall be completed within sixty (225) consecutive calendar days of receipt of the Notice to Proceed from the City.
4. Payment for Services. For the performance of the Work Contractor shall be paid the lump sum of _____ Dollars (\$_____) in accordance with the terms and conditions provided in the General Conditions of the Construction Contract and Exhibit B, attached hereto and incorporated herein by reference.

[Signatures appear on the following page.]

In witness thereof, the contracting parties, by their authorized agents, affix their signatures this _____ day of _____, 20____.

CONTRACTOR

BY: _____
Print Name:
Print Title:

CITY OF HENDERSONVILLE

BY: _____
Print Name:
Print Title:

This instrument has been pre-audited in that manner required by the North Carolina Budget and Fiscal Control Act.

Finance Director

GENERAL CONDITIONS

1. DEFINITIONS

Owner: "Owner" shall mean, The City of Hendersonville

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: The designer(s) are those referred to within the Contract documents, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the Project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

2. Scope of Services. The Contractor agrees to perform for the City the following services according to the following requirements:

The Contractor agrees to complete the construction of the Project in accordance with the Contract Documents. Such construction of the Project shall constitute the "Work." The Contractor agrees to provide all of the personnel, contract personnel, subcontractors, financial resources, materials, supplies, and equipment necessary to complete the Work in a timely and professional manner in accordance with the standards of the profession for similar work in the Henderson County area at the time of the performance of the Work.

3. Contract Documents. The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings and Specifications, the City's Standard Form Contract, and the General Conditions of the Construction Contract. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be the Construction Contract, the Bid Proposal Form, the Substitution Listing (only those items accepted by the City), Addenda, the Contract Drawings, the Instructions to Bidders, the General Conditions of the Contract, the Invitation to Bid, and the Non-collusion Affidavit.
4. Licensure Required. The Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1, and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Henderson County.
5. Coordination With Others. The Contractor agrees to coordinate its Work with the work of any other unaffiliated contractors or with the work of the City's own forces to avoid delaying or interfering with their work.
6. Contract Insurance. Contractor shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the City, naming the City as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the City.
7. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the City. The Contractor will have 180 consecutive calendar days to bring the Work to Substantial Completion and 225 consecutive day to complete the Work from the date of Contractor's receipt of the Notice to Proceed.
8. Payment for Services. In consideration of the above services, the City will pay the Contractor, in accordance with the Contractor's, plus reimbursable expenses at the Contractor's actual cost (without markup). If Request for Payment is disputed by the City, in whole or in part, the City shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment from the Architect and shall pay all undisputed amounts therein.
 - a. Payment and compensation terms for the work shall be as follows:
 - i. 33% - Due net thirty (30) days from receipt of invoice from manufacture/supplier following approved shop drawings.
 - ii. 33% - Due net thirty (30) days from receipt of invoice upon delivery of the material to the project site and acceptance by City.

- iii. 34% - Due net thirty (30) days from receipt of invoice after time of completion of work and satisfactory startup

- b. **INVOICES FOR PAYMENT.** The contractor shall submit to the owner a request for payment for work done during the previous month. The request shall be in the form Application for Payment contained in these documents. The contractor shall substantiate the request with invoices of vouchers or payrolls or other evidence. Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Adam Steurer, PE Utilities Director

City of Hendersonville

305 Williams Street

Hendersonville, NC 28792

Ph: 828-233-3207/ Fax: 828-697-3089

It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

- c. The designer with the approval of the Owner may withhold payment for the following reasons:
- (1) Faulty work not corrected.
 - (2) The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
 - (3) To provide for sufficient contract balance to cover liquidated damages that will be assessed.
 - (4) The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
 - (5) Claims filed against the Contractor or evidence that a claim will be filed.
 - (6) Evidence that subcontractors have not been paid.
 - (7) When grounds for withholding payments have been removed, payment will be released. Delay of payment due the Contractor without cause will make owner liable for payment of interest to the Contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.
- d. Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

9. Acceptance. Execution of the Contract constitutes an agreement to the terms contained within the Contract Documents. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the City with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance with the Contract Documents that may appear in Contractor's proposal, acknowledgment, Requests for Payment, or in any others communication from Contractor to the City shall be deemed accepted by or binding on the City. The City hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the City's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the City are subject to correction.
10. Working Drawings And Specifications At The Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative. The Contractor shall also maintain at the job

site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.

11. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
 - a. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
 - b. Upon notice, the Contractor shall furnish evidence as to quality of materials.
 - c. The Contractor shall assure proper storage, meeting Federal and State regulations, of all potentially toxic and/or harmful chemicals or materials, to prevent possible access to these materials.
 - d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
 - e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
 - f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.
 - g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
 - h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the Project, and exercise the appropriate quality control program to ensure compliance with the Project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.
12. Cleaning Up And Restoration Of Site. The Contractor shall be responsible, at the completion of each day's work, to leave the site in a clean workmanlike condition. Additionally, Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.
13. Codes, Permits And Inspections. The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) Guidelines for Fire Alarm Installation (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO Guidelines for Fire Alarm Installation..
14. Protection Of Work, Property, The Public And Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of

others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner. Contractor shall have access to the Project at all times.

- a. The Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- b. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- c. The Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- d. The Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- e. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- f. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the Contractor on account of such action shall be determined as provided for under Article 13(b).

Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the Contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

15. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
16. Entire Agreement. The Contract Documents constitute and represent the complete and entire agreement between the City and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
17. Changes, Additions, Deletions. No changes, additions, deletions or modifications (other than substitutions accepted by the City at the time the contract is awarded) of the scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted unless the same are incorporated into a written Change Order, signed by the City and the Contractor. However, the Contractor will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the City or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the Contractor will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
18. Change Orders. Change orders shall be submitted by the Contractor in writing to the owner/designer for review and approval. The Contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within five (5) days after receipt of the Contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the Contractor for his signature or otherwise respond, in writing, to the Contractor's proposal. Within five (5) days after receipt of the change order executed by the Contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within five (5) days of receipt.
 - a. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the Project as a result of the change in the work.

- b. If, during the progress of the work, the owner requests a change order and the Contractor's terms are unacceptable, the owner, may require the Contractor to perform such work on a time and material basis whereupon the Contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.
19. Relationship of the Parties. The Contractor is an independent Contractor and not an affiliate of the City. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the City. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
20. Sales Taxes. Any applicable sales taxes shall be invoiced as a separate item.
21. Substitutions. Substitutions proposed by the Contractor on the Substitution Listing Form, submitted with the Contractor's Bid Proposal, which are accepted by the City shall be considered a modification to the Contract Documents. No other substitutions shall be made by the Contractor unless the same is put into a Change Order, signed by the Owner and Contractor.
22. Indemnification. To the greatest extent allowed by the law the Contractor shall indemnify and hold harmless the City, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"), but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the City, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim.
23. Anti-Discrimination. During the performance of the Contract, the Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
24. Insurance. The Contractor shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The Contractor shall provide the City with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
25. Ethics in Public Contracting. By submitting their prices and acceptance of this Contract, the Contractor certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
26. Applicable Laws and Courts. This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Henderson County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
27. Strict Compliance. The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
28. Assignment. The Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the City.
29. General Provisions. The City's remedies as set forth herein are not exclusive. Any delay or omission by the City in exercising any right hereunder, or any waiver by the City of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
30. Risk of Loss. Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, certified by the Architect, and approved by the City.
31. Warranties. The Contractor warrants it shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Henderson, and the City of Hendersonville in the performance of the Work outlined in this Contract and any attached specifications. The Contractor warrants that any finished Work completed hereunder shall also adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Henderson, and the City of Hendersonville. The Contractor warrants that all Work will be performed in accordance with this

Contract and the standard of care ordinarily used by members of the Contractor's engineering profession practicing under similar circumstances and at the same time in Henderson County.

Guarantee - The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period. Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

The Contractor makes no additional warranties, express or implied, in connection with the Work. In addition to any other rights available at law or in equity, the City shall be entitled to consequential and incidental damages.

32. Default. In the event of a breach by the Contractor, addition to any other remedies available to the City in law or equity, the City may procure upon such terms as the City shall deem appropriate, construction services substantially similar to those so terminated, in which case the Contractor shall be liable to the City for any excess costs for such similar services and any expenses incurred in connection therewith. This Contract shall not terminate if the alleged default is cured within a ten (10) day notice period. In the event this Contract is terminated by the City for the default of the Contractor, the City shall be entitled to keep and use Work, including materials and supplies on site provided by the Contractor in finishing the construction of the Project.
33. Termination for Convenience. The City shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) day notice in writing from the City to the Contractor. If the Contract is terminated by the City in accordance with this paragraph, the Contractor will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. The City will not be liable to the Contractor for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
34. Assignment. Contractor may not assign, pledge, or in any manner encumber the Contractor's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the City's prior, express written consent. Hiring a subcontractor to perform any portion of the Work shall be at the Contractor's discretion; however Contractor shall remain liable and responsible to the City for all such Work completed by subcontractors.
35. No Third Party Beneficiaries. There shall be no intended nor incidental third party beneficiaries of this Contract. The Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries.
36. Valid Contract. In order for this Contract to be valid, it must be executed by the City Manager or his or her authorized designee, and must be preaudited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
37. Verification of Work Authorization. The Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
38. Iran Divestment List. With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
39. Severability. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
40. Dispute Resolution. As a precondition for filing a lawsuit related to a dispute under this Agreement, a party must comply with the City of Hendersonville Rules Implementing Mediated Settlement Conferences for City of Hendersonville Construction Projects, the "Dispute Resolution Procedure."

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Firm has obtained all required insurance and verifying certificates of insurance have been approved in writing by the City. The City shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the City of such cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker's Compensation and Employer's Liability

The Firm shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Comprehensive General Liability Insurance

The Firm shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Firm or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence / \$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Firm.

d. Other Insurance

The Firm shall obtain such additional insurance as may be required by the City or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. Proof of Carriage

The Firm shall furnish the City with satisfactory proof of carriage of the insurance required before written approval is granted by the City

EXHIBIT B

SCOPE OF WORK AND SPECIAL CONDITIONS

1. The City operates two Sernagiotto Technologies BPF 2000 WR 15 belt filter presses to dewater thickened sludge. Generally, this scope of work is the rehabilitation and component replacement of one of those units, belt filter press # 1 (Serial Number: 60405948000001).
2. Contractor will provide all materials, labor, insurance, equipment, and incidentals necessary to complete the work described herein:
3. All materials replaced in the work shall be supplied by the original equipment manufacturer Sernagiotto (OEM) or equal approved by the manufacturer as to guarantee proper operation and maintain any warranties thereby.
4. Scope of Work
 - a. Roller Replacements
 - i. (1) Item 3. Perforated Wedge Roller – D1200 (304 Stainless Steel) including bearing assemblies.
 - ii. (1) Item 2. Perforated Pressure Roller – D850 (304 Stainless Steel) including bearing assemblies.
 - b. Re-Coating Existing Rollers:
 - i. (1) Item 2. Pressure S-Roller – D552 (Rilsan thermoplastic nylon coating or equal)
 - ii. (1) Item 2. Pressure S-Roller – D413 (Rilsan thermoplastic nylon coating or equal)
 - iii. (14) Item 2. Pressure S-Rollers - D240 (Rilsan thermoplastic nylon coating or equal)
 - iv. (2) Item 4a and 4b. Tension Rollers – D240 (Rilsan thermoplastic nylon coating or equal)
 - v. (1) Item 5. Guide Roller – D150 (Rilsan thermoplastic nylon coating or equal)
 - vi. (1) Item 5. Guide Roller – D100 (Rilsan thermoplastic nylon coating or equal)
 - vii. (2) Item 1. Drive Rollers (Buna Rubber or equal)
 - viii. (2) Item 6a and 6b. Upper and Lower Tracking Roll (Buna Rubber or equal)
 - c. (52) Bearing Housing Assemblies Rilsan thermoplastic nylon coating or equal.
 - d. (2) KF87 Series SEW-Eurodrive Geardrives
 - e. (2) Item 1. Drive Roller/Geardrive Couplings
 - f. Various Components
 - i. (73) Item 29. Gravity zone grid strips
 - ii. (52) Item 19. Right hand Chicanes with Shoes
 - iii. (43) Item 19. Left hand Chicanes with Shoes
 - iv. (1) Transversal Seal
 - g. Washing Box/Shower Components
 - i. Items 11a and 11b. Upper and Lower Washing Box
 - ii. (2) Internal Shower Cleaning Brushes
 - iii. (2) Washing Box Rebuild
 - h. Tracking Device/Steering Components. Items 13a and 13b.
 - i. (2) Guides with Bellows
 - ii. (2) Valves Stainless Steel
 - iii. (2) Paddles Stainless Steel
 - i. Tension Roller Components – Items 4a and 4b.
 - i. (4) Tension Air Springs/Bellows
 - ii. (4) Pinion Gears

- iii. (4) Bushings for Torsional Shafts
 - iv. (8) Bushings for Tension Shafts
 - j. Tank Mixer Drive Components – Item 31
 - i. (3) Mixer Gaskets (3 PNs)
 - ii. (1) Bushing
- 5. The Contractor will provide equipment start-up services to ensure the work is completed satisfactorily and the rehabilitated belt filter press is fully operational.
- 6. The Contractor shall provide guarantees that all workmanship shall be warranted for a minimum period of 1 year from the date of final payment. If any workmanship or materials should fail during the warranty period due to manufacturing defects, the product shall be replaced and reinstalled at no expense to the City.
- 7. Material product submittals shall provide sufficient data for the City to properly evaluate the materials.
- 8. Submittals and Shop Drawings:
 - a. Submittals and Shop Drawings for rollers, components, linings and coatings:
 - i. Specifications
 - ii. Intended service
 - iii. Illustrations in sufficient detail to serve as a guide for assembly and disassembly
 - iv. Parts schedule identifying materials to be used
 - v. Materials of construction
 - vi. Dimensions if applicable
 - vii. Linings and coatings if applicable
- 9. Delivery, Storage, and Handling:
 - a. Deliver materials, fittings, and accessories in a clean and undamaged condition. Minimal covered storage is available on-site.

Incorporation of Addendums:

Addendum No.	Date Issued

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, and including the Correction Period provided in Paragraph 15.08 of the General Conditions of the Contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

Contractor: (Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corp. Pres. or Vice
Pres. only)

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

Pres. only)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

Contractor: (Trade or Corporate Name)

By: _____

Title _____
(Owner, Partner, or Corp. Pres. or Vice

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

NOTICE OF AWARD

Date of Issuance:

Owner: City of Hendersonville

Owner's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

WWTF Belt Filter Press #1 Rehabilitation

The Contract Price of the awarded Contract is \$[_____]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Hendersonville**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

NOTICE TO PROCEED

Owner: City of Hendersonville Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: WWTF Belt Filter Press Rehabilitation #1
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[30 days after substantial completion]**.

Before starting any Work at the Site, Contractor must comply with the following:

1. Contracts must be reviewed and signed.
2. Certificates of insurance have been received and are in order.
3. The Contractor has made all material submittals required to begin the Work.

Owner: City of Hendersonville
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

CHANGE ORDER NO.: [Number of Change Order]

Owner: City of Hendersonville

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Date Issued:

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Authorized by Owner

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

IF CHANGE ORDER RESULTS IN INCREASE IN CONTRACT PRICE:

I hereby certify that this contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

Date

NOTICE OF AWARD

Date of Issuance:

Owner: City of Hendersonville

Owner's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

WWTF Belt Filter Press #1 Rehabilitation

The Contract Price of the awarded Contract is \$[_____]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Hendersonville**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

NOTICE TO PROCEED

Owner: City of Hendersonville Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: WWTF Belt Filter Press Rehabilitation #1
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[30 days after substantial completion]**.

Before starting any Work at the Site, Contractor must comply with the following:

1. Contracts must be reviewed and signed.
2. Certificates of insurance have been received and are in order.
3. The Contractor has made all material submittals required to begin the Work.

Owner: City of Hendersonville
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

CHANGE ORDER NO.: [Number of Change Order]

Owner: City of Hendersonville

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Date Issued:

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Authorized by Owner

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

IF CHANGE ORDER RESULTS IN INCREASE IN CONTRACT PRICE:

I hereby certify that this contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

Date