

**PROJECT 2202207  
NW BEAVER DRIVE PUMP STATION IMPROVEMENTS  
CITY OF JOHNSTON, IOWA  
2023**

BID DATE: Wednesday, May 24, 2023 - 2:00 p.m. CST

PLACE TO FILE  
FOR PROJECT BIDS: City Clerk's Office  
6221 Merle Hay Road  
Johnston, Iowa 50131

**ADDENDUM NO. 1**

May 2, 2023

TO ALL PLANHOLDERS:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the above referenced project, as fully and completely as if the same were fully set forth therein. All Bidders submitting a Bid on the above Contract shall carefully read this Addendum and give it consideration in the preparation of their Bid.

This Addendum No. 1 consists of the following:


- Addendum No. 1 pages AD1-1 through AD1-2.
- Proposal for Integration Services (7 pages).

**PART I – NOTIFICATIONS AND CLARIFICATIONS**

1. Proposal Bid Items to be Submitted – In accordance with the Contract Documents, the following items are to be submitted as part of the bidder's proposal:
  - Proposal (3 pages)
  - Bid Bond (2 pages)
  - Bidder Status Form (2 pages)

Submission of bidding documents shall be in separate, sealed envelopes as follows:

- Envelope 1: Bid Bond (Security)
  - Envelope 2: Proposal and Bidder Status Form
2. Proposal for Instrumentation and Control Integration – Enclosed is a proposal from Automatic Systems Company for integration services on the project. Bidders shall use the enclosed proposal in preparation of their bid proposal.

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p><i>Heath D. Picken</i> _____ <u>5/2/2023</u></p>
	<p><b>HEATH D. PICKEN, P.E.</b></p> <p>License No. <b>16320</b></p> <p>My renewal date is <b>December 31, 2023</b></p> <p>Pages or sheets covered by this seal:  <b>Entire Addendum No. 1.</b></p>

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF ADDENDUM NO. 1 BY INCLUDING ITS NUMBER IN THE SPACES PROVIDED IN THE BID FORM.

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**AUTOMATIC SYSTEMS CO.**

TO: All Bidding Contractors

PROPOSAL NO: 20230105

DATE: May 1, 2023

SUBJECT: Johnston, IA NW Beaver Pump Station  
Improvements

F.O.B.: Factory with Freight allowed to jobsite.

BID DATE: May 24, 2023 @ 2:00 p.m. CST.

APPROVAL DRAWINGS: 12-16 Weeks from  
receipt of an acceptable order.

SHIPMENT: 24-34 Weeks from receipt of approval.

QUOTATION EXPIRES : 60 Days

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## QUOTATION/PROPOSAL

This quotation constitutes an offer to furnish the items listed subject to; terms and conditions stated hereon; receipt of your purchase order by Automatic Systems Co.; Ames, Iowa; and written acceptance of your order by Automatic Systems Co. and/or the manufacturer(s) involved as follows:

**WE ARE PLEASED TO OFFER THE FOLLOWING EQUIPMENT AND SERVICES  
IN ACCORDANCE TO THE BELOW REFERENCED SPECIFICATION SECTIONS:**

**Section 25 13 00 – Instrumentation and Control Integration**  
**Section 25 13 16 – Boxes, Panels, and Control Centers**  
**Section 25 31 00 – Remote Instruments**  
**Section 25 91 00 – Central Control**  
**Section 25 91 00 – Instrumentation and Control Schedules**  
**Section 25 61 20 – Measurement and Control Commissioning**  
**Section 26 22 00 – Low Voltage Transformers**

**We acknowledge receipt of no Addendums.**

### NOTES:

- 1.) Automatic Systems Company is the **Base Bid** System Integrator as outlined in Section 25 13 00. Equipment included in this proposal is in accordance with the project plans and specifications and we take no exceptions.
- 2.) We will provide a Supply and Performance Bond for the following equipment and services at an additional cost of approximately \$10.00/thousand. An insurance certificate will be provided upon request.

#### MANUFACTURER'S REPRESENTATIVES INSTRUMENTATION

MAIN OFFICE P.O. BOX 120359

BRANCH OFFICE P.O. BOX 787

BRANCH OFFICE

#### SYSTEMS INTEGRATION

• ST. PAUL, MINNESOTA 55112 PHONE 651-631-9005

• AMES, IOWA 50010 PHONE 515-232-4770

• CHICAGO, ILLINOIS PHONE 815-927-3386

FAX (651) 631-0027

FAX (515) 232-0795

FAX (651) 631-0027

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- 3.) All proposed control panels will be factory fabricated, painted, assembled, wired, tested and ready for installation and connection to power and separate mounted control and instrumentation devices. All panels/MCCs will be supplied with a U.L. 508 Sticker and Nameplates as required.

### Control Panels

- A One (1) **CP-110 Control Panel**, 480 Vac, 3-phase, 22 KAIC, UL-508 labeled, NEMA 4X painted steel enclosure with aluminum inner doors, aluminum barrier, legs, and solid skirt as installed on Sheet E-03 and in accordance with Section 25 13 16.

Proposed panel shall be complete with main disconnect, SPD, phase failure relay, power distribution terminals, control power transformer, N4X filter/fan, interior lighting package, (3) pump circuit breakers, (3) solid-state soft starts, control power circuit breaker, 480/120 surge protection, duplex receptacle, condensation heater, high/low thermostats, 24 VDC UPS, 24 VDC power supply, Allen-Bradley Micro870 PLC with Ethernet Communications, Allen-Bradley PanelView Plus 10" Color Operator Interface, selector switches, indicator lights, alarm horn with acknowledgment pushbutton, interface relays, loop isolators, fuses, terminals, and wireway.

Existing Ethernet switch and fiber-optic patch panel to be reused and installed in CP-110.

### Instrumentation and Field Devices

- B Three (3) **Magnetic Flow Meters** in accordance with Section 25 31 00, 2.01,a including panel-mounted NEMA 4X transmitter, hard-rubber lined IP67 rated flow tube with manufacturer's cable, grounding rings, and as detailed below.
1. FIT/FE-123 Flow Meter (8") as shown on Sheet E-03. Flow tube is provided with 30 ft. of manufacturer's cable.
  2. FIT/FE-133 Flow Meter (8") as shown on Sheet E-03. Flow tube is provided with 30 ft. of manufacturer's cable.
  3. FIT/FE-143 Flow Meter (8") as shown on Sheet E-03. Flow tube is provided with 30 ft. of manufacturer's cable.
- C One (1) **Radar Level Transmitter** in accordance with Section 25 31 00, 2.01,b including NEMA 4X transmitter, element, and antenna as detailed below.
1. LT-101 TK-100 Level to replace the existing transmitter as shown on Sheet E-02.
- D Two (2) **Pressure Transducers** in accordance with Section 25 31 00, 2.01,c, loop powered, 4-20 mA output, submersible IP65 rated, 1/2" NPT connection, and as detailed below.
1. PIT-113 Suction Header Pressure as shown on Sheet E-03.
  2. PIT-151 Discharge Header Pressure as shown on Sheet E-03.

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- E One (1) **Flood Switches** in accordance with Section 25 31 00, 2.02, a normally open flood switch on guide tube and as detailed below.  
1. LSH-112 Pump Vault Flood Switch as installed on Sheet E-03.

### General Conditions

- F One (1) **Spare Parts lot** as detailed below.  
1. Control Panel Spare Parts in accordance with Section 25 13 16, 2.03 and as detailed below.  
a. Two (2) each - indicator lamps, surge suppressors, signal isolators, power supplies, interface relays, and time delay relays of each type.  
b. Ten (10) control fuses of each type and size.
- G One (1) **Call-Back Services** as detailed in Section 25 13 16, 1.03, C.
- H One (1) **Screen Review Meetings** to include two (2) trips and two (2) meetings onsite at the owner's location as detailed in Section 25 91 00, 1.02, D.11.
- I One (1) **Programming Service** as described below:  
1. Coordination with city IT staff for addition of new hardware onto the city fiber-optic network.  
2. Pump Station PLC programming  
3. Pump Station PanelView programming  
4. Public Works PanelView programming  
5. Public Works PLC programming of Master PLC includes alarming configuration for connection to existing alarm dialer.  
6. AVEVA SCADA screen development and configuration.  
7. Alarm and Event configuration and logging.  
8. Trending configuration of all process variables.  
9. Update of existing reports for new flow additions.
- J One (1) Electronic set of **Approval Drawings/Data** fully coordinated with primary elements, motor control equipment, mechanical equipment, and auto sensory equipment, includes composite drawings of all power and control wiring for all systems and equipment provided above.
- K One (1) Electronic set of Complete **Installation, Operation and Maintenance Manuals**.

Your net price for Items A through K, FOB factory with <b>freight allowed</b> to jobsite including <b>four (4) year warranty</b> from date of startup (not to exceed 18 months from date of shipment)..... <b><u>\$127,421.00 PLUS TAX.</u></b>
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The above price for Items A through K **does not** include any:

1. Sales or use taxes.
2. Bond costs.
3. License fees or permits of any kind.
4. Spare parts of any kind.
5. Electric heat tracing or associated thermostats.
6. Electrical distribution equipment.
7. Fiber optic cabling.
8. Generator sets of any kind.
9. Automatic Transfer Switches of any kind.
10. Generator control panel.
11. Generator receptacles.
12. Junction boxes.
13. Lighting controllers.
14. Setting or mounting of any control panels/MCCs or primary devices.
15. Pressure or differential pressure gauges of any kind.
16. Pressure taps or saddles associated with mounting pressure switches.
17. Mounting hardware or brackets.
18. Wall or floor stands or mounting supports for primary devices.
19. Pumps or motors of any kind.
20. Concrete housekeeping pads.
21. Interconnecting wire, cables, or conduit between control panels/MCCs and primary devices.
22. Control valves of any kind.
23. Valve actuators or solenoid valves.
24. HVAC equipment or controls of any kind.
25. Grounding of equipment.
26. Transducer mounting brackets.
27. Removal or disposal of existing equipment or reconnection of existing equipment.
28. Unloading equipment from delivery trucks or on-site storage thereof.
29. Power Company coordination or associated utility fees.
30. Exterior Lighting control equipment or Time Clocks.
31. Public Address System.
32. Phone line installation or associated phone company fees.
33. Building light fixtures, light poles, switches, receptacles, junction or pull boxes or galvanized hubs of any kind.
34. Labor or any other miscellaneous materials that may be required for installation not specifically detailed above.

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WE WISH TO POINT OUT:

OUR TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE OR DATE OF SHIPMENT, WHICH EVER COMES FIRST UNLESS STARTUP SERVICE IS REQUIRED PRIOR TO THE EXPIRATION OF THE 30 DAYS, IN WHICH CASE PAYMENT IS DUE IN FULL PRIOR TO STARTUP, WITH NO RETAINAGE ALLOWED. ANY BALANCE REMAINING DUE 31 DAYS BEYOND THE INVOICE DATE WILL BE SUBJECT TO A 1.5 PERCENT MONTHLY SERVICE FEE UNTIL PAID.

AUTOMATIC SYSTEMS CO. SHALL NOT BE HELD RESPONSIBLE FOR, OR SHALL ACCEPT ANY BACKCHARGES FOR LIQUIDATED DAMAGES RESULTING FROM FAILURE OF THE CONTRACTOR TO COMPLETE THE PROJECT CONTRACT ON TIME, OR ANY EXTRA ENGINEERING COSTS NECESSITATED BY THE CONTINUANCE OF WORK BEYOND THE SPECIFIED COMPLETION DATE. AUTOMATIC SYSTEMS CO. ANTICIPATES DELIVERY OF APPROVAL DRAWINGS AND MATERIAL/EQUIPMENT IN ACCORDANCE WITH THE PERIODS STATED ON PAGE 1 OF THIS PROPOSAL. MATERIAL SUPPLIERS/MANUFACTURER'S HAVE BEEN EXTENDING DELIVERY SCHEDULES WITHOUT PRIOR NOTICE. AUTOMATIC SYSTEMS CO. CANNOT ASSUME ANY RESPONSIBILITY FOR DELAYS DUE TO THE UNAVAILABILITY OF MATERIAL OR EQUIPMENT WHICH IS BEYOND OUR CONTROL.

UNLESS STATED OTHERWISE, THE WARRANTY PERIOD FOR MECHANICAL AND/OR ELECTRICAL EQUIPMENT COVERED BY THIS QUOTATION SHALL BE 1 YEAR FROM DATE OF STARTUP, NOT TO EXCEED 18 MONTHS FROM DATE OF SHIPMENT. EXTENDED WARRANTIES ARE AVAILABLE AND WILL BE QUOTED ON REQUEST. THE WARRANTY PERIOD INCLUDED IN THE ABOVE SELL PRICES FOR MECHANICAL AND/OR ELECTRICAL EQUIPMENT EXPRESSLY EXCLUDES THOSE ITEMS NORMALLY CONSUMED IN SERVICE.

EXAMPLES: SEALS, PACKING, OIL, GREASE, LIGHT BULBS, FUSES, ETC.

Respectfully submitted,

AUTOMATIC SYSTEMS CO.



By Jake McFarland

To expedite handling and confirmation, you may sign below and forward as your order for the equipment quoted above.

Items Ordered \_\_\_\_\_ Total Net Price \_\_\_\_\_

Customer Firm Name \_\_\_\_\_

Authorized By \_\_\_\_\_ Purchase Order No. \_\_\_\_\_

TERMS AND CONDITIONS

# AUTOMATIC SYSTEMS CO.

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1. We request that our company's quotation be executed by you. However, your purchase order referencing our quotation by number and date will be sufficient so long as it does not create an unfair advantage to either purchaser (sometimes referred to as buyer you) or Automatic Systems Company (sometimes referred to as our company we, our, us). The order will be subject to written acceptance by our company's Contracts Officer at Ames, Iowa.
2. Prices are based on direct factory shipments, or as noted.
3. If quantities vary from those indicated we reserve the right to revise our prices.
4. Quoted shipping dates, unless otherwise stated, are from the date of receipt at the office of the Principal, of required complete technical data and/or approved drawings. Any changes requested by the Purchaser will be made only at the purchaser's expense.
5. Where a quantity of material is quoted according to our takeoff, such quantity is believed to be accurate but cannot be guaranteed.
6. If an item quoted is not approved by the Consulting Engineer we assume no responsibility to furnish the item manufactured by others.
7. All orders are subject to approval of the purchaser's credit by the Principals involved.
8. Our Warranty on equipment and material covered herein is limited to that which is extended by the Manufacturer involved. We shall not be responsible for any damage arising directly or indirectly from installation or use of this equipment. Unless stated otherwise the manufacturer warrants for a period of one (1) year from the date of startup not to exceed 18 mo. from date of shipment, that the equipment listed (excluding expendable components such as fuses grease oil or water seals, packing, light bulbs, etc.) will be free from defects in material and workmanship. The Manufacturer's sole obligation in the event of breach of such warranty shall be the repair or replacement of the defective item at no charge to Purchaser, except for labor costs for repair or removal of the defective item and installation of any replacement item and transportation charges for delivery of the replacement and return of the defective item. The Manufacturer shall have no obligation to provide maintenance or make repairs or replacements through normal wear and tear or necessitated in whole or in part by catastrophe, fault or negligence of the user, improper or unauthorized use of the equipment by the user, or by causes external to the equipment, such as, but not limited to, power failure or air conditioning failure. Replaced parts shall become the property of the manufacturer.

DISCLAIMER OF WARRANTY AND LIMITATION OF REMEDIES: Purchaser understands and agrees as follows:

- (a) The express warranties set forth in this agreement are in lieu of all other warranties, express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose, and all such other warranties are hereby disclaimed and excluded by Automatic Systems Co.
  - (b) Automatic Systems Co. shall not be liable for any loss or damage caused by delay in furnishing equipment, products, services or any other performance under or pursuant to this agreement.
  - (c) The sole and exclusive remedies for breach of any and all warranties for Automatic Systems Company's liability of any kind (including liability for negligence) with respect to the equipment, products and services covered by this agreement and all other performance by Automatic Systems Co. under or pursuant to this agreement shall be limited to the remedy provided above.
  - (d) In no event shall Automatic Systems Company's liability of any kind include any special, incidental or consequential damages, even if Automatic Systems Company shall have been advised of the possibility of such potential loss or damage.
9. Any preliminary drawings and illustrative materials herewith show general arrangement and approximate dimensions only. Certified drawings will be submitted after receipt of order if required.
  10. No returns for credit will be allowed without specific permission by the Principal involved before such return shipment is made.
  11. Any material and/or equipment held at the Purchaser's request from the date of the invoice will be stored at the Purchaser's expense unless otherwise agreed upon. Invoice will be rendered, as of the date equipment is ready for shipment.
  12. Unless specifically stated herein, all material and/or equipment shall be installed and placed in service by and at the expense and under the exclusive responsibility of the Purchaser.
  13. Purchaser shall be responsible for care, maintenance and protection of material and/or equipment after delivery. Purchaser agrees to provide and maintain adequate insurance for equipment and/or materials covered herein against loss or damage by fire, explosion or other causes during the time between shipment and final payment in an amount fully protecting Vendor.
  14. All agreements are contingent upon strikes, accidents or other causes beyond our control.
  15. Please note that our proposal does not include any sales or other required taxes or permits. The applicable tax will be charged to you at the time of invoicing. If you are exempt on this job, you will need to provide us with your exemption certificate. You agree to reimburse our company for any taxes we must pay on your behalf. You are responsible for obtaining permits in connection with the sale or installation of our equipment.
  16. Our proposal includes the equipment we offer to furnish you at the prices stated and these prices will remain firm when you execute our proposal (or send us your purchase order referencing our proposal) within 30 days from the date of our proposal and we receive the final approved drawings within 30 days after we mail the shop drawing booklets. The price could change if you should require a change in the design of the product or require changes in the components we have quoted. We will issue the necessary change orders to either decrease or increase the price and said change orders will be deemed accepted and assented to you if within a reasonable time the terms of the change order have not been objected to in writing by you to us, it being agreed upon that a reasonable time for objection is 20 days from the date thereof. We of course want to reserve the right to correct typing and clerical errors in our price or proposal.
  17. Unless we agree otherwise this transaction will be handled on a credit basis and is for business or commercial purposes. On this basis there must be agreements on certain terms and conditions so there will be no misunderstanding at a later date, therefore you and our company agree to the following such Terms and Conditions:
    - (a) We will retain title to and a secured interest in the equipment described in the proposal until we are paid in full. You and our company agree and it is our mutual intention that the equipment proposed and described in our quote is now and shall retain personal property and shall not become a fixture or part of a fixture until we have been paid in full. In effect, you and our company are agreeing to waive any other possible definition of the equipment so proposed and described for the purpose of this credit transaction that would invalidate your and our stated intention, and so that no unfair advantage will be gained by any third person or entity should our company not be paid for any reason.



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- (b) Payment, subject to continuing approval of credit, is due in full and payable 30 days from the date of invoice or date of shipment, which ever comes first unless startup service is required prior to the expiration of the 30 days in which case payment is due in full prior to startup, with no retainage allowed! Our company will invoice you, as the equipment you ordered is ready to be shipped, which may be within the estimated shipment period quoted to you or after such period. You agree to pay in full all invoices within the time specified above in this sub-paragraph. Your payment to us will not be dependent or contingent upon receipt of payment by you from any other party. Any balance remaining due 31 days beyond the invoice date will be subject to a 1.5 percent monthly service fee until paid. Should we have to engage an attorney to collect the balance due us, including the service fee, you agree to reimburse us for all collection costs including reasonable attorney's fees.
  - (c) Once manufacture of the equipment has begun, you will be notified of the tentative shipment date. Once the equipment is ready to be shipped, we or the manufacturer may, at our option, agree to store the equipment should you not be ready for delivery, but this will not postpone your duty to pay the invoice(s) as they become due according to the terms of this contract. Should our company find it necessary to store such equipment for said reason you hereby agree to pay a storage fee at the rate of 1.5% of the contract price per month in addition to your duty to pay invoice(s). Please note that your return of the final approved drawings will constitute your notice to us to proceed with the manufacturing of the equipment.
  - (d) Our company will not be liable for any damages sustained by you resulting from our company's or any supplier's failure to perform or delay in performing any obligation, if such failure(s) or delay(s) is/are caused directly or indirectly by circumstances or events beyond our control. Some examples include invasion, insurrection, riot, fire, flooding, strikes, etc. A more common example of such circumstances of events would be the failure of a truck or supplier to meet delivery schedules. You agree to waive any right to incidental or consequential damages as stated in our company's warranty, and as further agreed herein. You further agree that our company will not be responsible for any "backcharges" or costs unless and until you first obtain our company's written approval before you sustain such "backcharges" or costs.
  - (e) You agree that if our equipment is installed or repaired by others, you will not seek to hold us responsible for any damage and injury, which may result from such installation or repair, directly or indirectly. In addition, our company will not be responsible for damage to your property or any other property, real or personal, caused by malfunction of our equipment whether or not it is installed by others or by our company.
  - (f) In order for our company to insure delivery, it is agreed by you and by our company that you provide us with an access road to and from the job site, which road is capable of supporting trucks loaded to 75,000 pounds and with a 14 foot height clearance. Should the job site or such road not be suitable for such use and our purposes, you will reimburse us for any delays at the hourly labor rate and demurrage rate current at that time. You will also be responsible for unloading the equipment, unless we are responsible for the erection of the equipment.
  - (g) The responsibility for protection of the equipment will be yours after it is delivered to the job site. Damage to the equipment after delivery, which is caused by vandalism, the elements or otherwise will be your responsibility and not that of our company.
  - (h) For your added protection, we are providing you with a warranty on our equipment which is made part of our proposal, and which is made a part of this agreement by reference.
  - (i) Except as otherwise contained in the Quotation, this Contract after acceptance by you is not subject to cancellation by Buyer except prior to shipment and then only by the payment to us an amount equal to the cost of labor and materials used plus 10% of quoted sales price as liquidating damages, which the Buyer hereby agrees to pay. Orders for custom equipment (non-standard or non-stocked equipment), or designed equipment are not cancelable by you.
  - (j) We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by parole evidence, your purchase order, course of dealing, or any other way, except where made in writing and signed by you and our company's authorized officer.
18. Since we will close this agreement upon acceptance of it by our Contract's Officer in Ames, Iowa, it is understood by you and our company that the laws of the State of Iowa will govern the Contract. Default and our remedies thereafter are defined and outlined below.

You shall be in default under the contract upon the happening of any one or more of the following:

- (a) Default in the payment or performance of any obligation you have under this contract; or
- (b) Any statement of a material fact, made in writing by you to our company, which proves to be untrue; or
- (c) Any omission, from any statement made in writing by you to our company, of any material fact which is necessary in order to make such statements not misleading; or
- (d) Any event, or change of condition, which impairs your ability to pay or perform your obligation under this contract; or
- (e) Any event or condition which reasonably justifies our company in deeming itself insecure.

Upon default by you, and at any time thereafter, our company shall have, at its option, the right to exercise any one or more of the following remedies:

- (a) Prior to delivery of the equipment described in this Contract, to refuse to deliver such equipment to you or your agent; or
- (b) Exercise any remedy available to our company under the Uniform Commercial Code or under any other laws of the jurisdiction where such remedy is sought to be exercised; or
- (c) Enter the real estate upon which such equipment is stored or installed and take possession of such equipment and remove the same, without demand and other legal process; or
- (d) Demand that you shall assemble such equipment and make it available to our company at a place reasonable convenient to you and our company and thereupon you shall comply with such demand at your expense; or
- (e) Retain all sums received by our company as payment from you made prior to any repossession referred to in subparagraph (c) above; or
- (f) Void all warranties and refuse service and start-up; or
- (g) Sell such equipment at public or private sale, with or without notice, at a fair price.