

**TOOELE CITY
WATER RECLAMATION FACILITY
TOOELE WRF 2026 UPGRADES PROJECT**

**ADDENDUM NO. 1
July 29, 2026**

To All Plan Holders:

You are hereby notified that the following changes, clarifications, and/or corrections have been made to the Drawings, Specifications, or Contract Documents for the above referenced project.

The bid opening date IS changed by the addendum. The bid opening location and time are NOT changed by this addendum.

ADDENDUM NO. 1 consists of the following:

1. Pre-Bid Meeting

- a. The pre-bid conference was held at the Tooele Water Reclamation Facility: 3300 North 1200 West, Tooele, UT 84074 on Thursday, July 23, 2026 at 1:00 PM.
 - i. The pre-bid meeting agenda is attached. Meeting minutes are covered in Item 2 Questions and Clarifications below.
 - ii. Meeting attendance list is attached.

2. Questions and Clarifications

- a. Question: Can the bid opening date be extended?
 - i. **Answer: The bid opening date and time is changed to Wednesday, August 19th at 2:00pm MDT. The location of the bid opening remains at Tooele City Hall, Suite 224.**
- b. Question: Can additional site visits be made at Tooele WRF?
 - i. **Answer: Yes, please email Troy Meyer at troym@tooelecitecity.gov to coordinate site visits.**
- c. Question: The bid documents on page 2 of the Advertisement for Bids show both July 28th and August 6th as the last day for questions. Would you please clarify?
 - i. **Answer: The final day for questions is Thursday, August 6th, 2026. Please disregard where it says July 28th in the advertisement body text. The schedule recap table has the correct dates.**
- d. Question: The Bard unit on the schedule does not match the notes. The controller requested is PGDX controller. This controller is used with the Multi Tec series units. Please confirm if they want a standard unit or the Multi Tec, PLC, unit.
 - i. **Answer: The WAC unit for this project will require a JADE controller for dry bulb economizer control in lieu of the PGDx controller.**
- e. Question: Quantity of landscape rock is listed in the Bid Additive Alternate is 53,500 SF. However, in specification 01 20 22 "Measurement and Payment" it states that the rock is paid on a per ton basis. Which is it, by the square footage or ton?

- i. Answer: Rock shall be paid per ton of landscape rock installed. The quantity was updated in the bid form to 1,100 TONS and reflects 4" thick landscape rock installed over 53,500 SF. Please see attached revised bid form.
- f. The retaining wall shown on drawing 03-CS-102 scales 165 linear feet. On drawing 03-CS-401 the length of the wall is 201 linear feet. What is the correct length of the retaining wall?
 - i. Answer: The retaining wall should be 165 LF and has been updated on 03-CS-401. Please see attached revised sheet.
- g. Bid Item C1 is for 10,885 square feet of asphalt. Is Bid Item C1 for asphalt only and we need to include the road base for the asphalt in Bid Item A2?
 - i. Answer: Item C1 includes asphalt paving only. Ten-inch Aggregate Base Course and excavation to suitable subbase under Bid Alternate asphalt areas are paid under Schedule C Items C1A and C1B, not under Item A2. See Question (m) and the revised Bid Form.
- h. There is discrepancy between the amounts listed in Tooele City's Notice of Award to Trojan and Huber, and the dollar amounts listed in the bid schedule:
 - i. Trojan – Value of the Notice of Award from the city is \$633,501. Amount listed in bid schedule is \$603,801, a difference of \$29,700.
 - ii. Huber – Value of the Notice of Award from the city is \$2,676,016. Amount listed in bid schedule is \$2,457,016, a difference of \$219,000.
 - iii. Is the city currently negotiating a lower price with these two manufacturers? Are the bidding contractors required to put the price differences in our bid somewhere? The total of the two items is \$248,700.
 - a. Answer: As noted in footnote 3 on the bid form: "Special services costs, used to prepare complete shop drawings and related submittals and coordination with Owner and Engineer during design will be paid for by Owner and are not included in this price." Please provide a price that aligns with the outlined bid form in Volume I of the contract documents. The City is not negotiating a lower price with either manufacturer.
- i. Question: a) Will there be taxes on Prospiant equipment? b) Is the Prospiant quote still valid? c) Is Prospiant a union?
 - i. Answer:
 - a. Prospiant proposal includes use tax, i.e., the installing contractor remits use tax on material cost as the consumer of those materials into real property. Any materials outside prospiant scope of supply are subject to tax and the responsibility of the general contractor.
 - b. Please see attached for an updated proposal. The price of Prospiant supplied materials has also been revised, see attached bid form.
 - c. Prospiant workers are not unionized.
- j. Question: On page 13 of drawings, some items specify "furnished by owner" should this be "procured" in some cases since the contract is assigned to GC?
 - i. Answer: The equipment items that specify "furnished by owner" have been pre-procured by the Owner.
- k. Question: Will you include the executed contract for HUBER equipment?
 - i. Answer: Please see attached.
- l. Question: Are there costs for permits?
 - i. Answer: No. City won't charge.

- m. Question: Some of the roads are already milled. What is the base bid scope? Separate bid item for road base and assume 4" road base and 4" asphalt across the site?
- i. Answer: Schedule C only. For Bid Alternate asphalt areas shown on the Drawings, the pavement section shall be measured and paid as three Schedule C items: (1) Item C1 — Asphalt paving (HMA): Measure and pay by the square foot of asphalt placed within Bid Alternate limits (bid quantity 10,885 SF). Thickness and compaction per the Drawings and Section 32 12 16. (2) Item C1A — Aggregate Base Course (10 inches): Measure and pay by the cubic yard of 10-inch Aggregate Base Course (Type M6 / Contract Documents) placed and compacted beneath Bid Alternate asphalt areas (same plan limits as C1; bid quantity 450 CY). Do not include this quantity in Schedule A Item A2. (3) Item C1B — Excavation to suitable subbase: Measure and pay by the cubic yard of excavation within Bid Alternate asphalt / roadway limits required to expose suitable subbase before placing Aggregate Base Course (basis of bid 340 CY; final quantity by field measure). Existing millings are generally surface topping of insignificant depth. Millings from Bid Alternate areas shall be stockpiled on site for Owner use. If the asphalt alternate is not awarded: leave Bid Alternate areas as-is; restore any areas disturbed by the Work to existing condition. Do not include Aggregate Base Course or asphalt for those areas under Schedule C.

3. Changes to the Contract Documents

- a. Please see attached revised bid form C-410 (Schedule C Items C1, C1A, and C1B revised by this Addendum).

4. Changes to the Drawings

- a. Please see attached revised sheet 03-CS-401.

5. Changes to the Technical Specifications:

- a. None

This ADDENDUM #1 shall become a part of the Contract and all provisions of the Contract shall apply thereto. BIDDERS shall acknowledge receipt of this ADDENDUM in the space provided in the BID FORM.

Sincerely,

J-U-B ENGINEERS, INC.



Andrew Hobson, P.E.
Project Engineer

Prebid Meeting Agenda — Tooele WRF 2026 Upgrades

Field	Value
Project name and meeting no.	93-25-005; Tooele WRF 2026 Upgrades
Date and time	Thursday, July 23, 2026, 1:00 PM – 3:00 PM MDT
Location	Tooele WRF (meeting details emailed to plan holders)
Owner	Tooele City Corporation — Tooele Water Reclamation Facility (Tooele WRF)
Engineer	J-U-B Engineers, Inc. — PE/CM: Andrew Hobson (385) 290-9368, ahobson@jub.com; PM: Gary Vance (gvance@jub.com); Bid Phase / questions: Lauren Schmidt (801-664-2489, lschmidt@jub.com)

Project summary

Construction of improvements to existing solar drying processes at Tooele WRF (greenhouse retrofit, demolition, heated floors, site work, yard piping, electrical and instrumentation, HVAC/plumbing); new boiler room in a pre-engineered metal building; UV disinfection retrofit into existing Channel #2. SCADA integration by Owner under a separate contract. HUBER solar dryer turners and Trojan UV disinfection equipment are Owner-pre-procured and will be assigned to the General Contractor for installation and startup.

Major equipment and pre-procurement

- Owner pre-procured (1) HUBER solar dryer turners and (2) Trojan UV disinfection system.
- Award recommendation to Huber Technology, LLC for solar dryer turning equipment (base goods and options totaling **\$2,676,016** per the March 2, 2026 award letter). That amount includes Owner-paid special services.
- Specification Section 01 60 25 (Supplemental Requirements): Owner assigns each pre-procurement contract to the General Contractor; the GC coordinates fabrication, delivery, installation, commissioning, and training and pays suppliers via GC pay applications after assignment.
- Bid Form Schedule B lists UV equipment at **\$603,801** and Solar Dryer Equipment at **\$2,457,016**. Special services paid by the Owner are excluded from those Schedule B line prices; the Schedule B solar dryer amount (\$2,457,016) is therefore lower than the Huber award total (\$2,676,016).

Note: During the pre-bid walk-through meeting, all conversations are considered informal and are not contractually binding unless stated in the contract manual, drawings, or modified by a written addendum.

Schedule update

Deliverable	Deadline
Invitation to Bid	Thursday, July 9, 2026 (Contract Documents first available)
Prebid Conference	Thursday, July 23, 2026 at 1:00 PM local time (mandatory; through 3:00 PM)
Last Day for Questions	Thursday, August 6, 2026 (Advertisement Schedule Recap — controlling). An earlier narrative sentence in the same Advertisement states July 28, 2026; that July 28 date is superseded — August 6 governs unless modified by addendum.
Final Addendum	Not scheduled — final-addendum deadline intentionally omitted; answers issued via addendum as needed
Bids Due	Thursday, August 13, 2026 at 2:00 PM MDT — Tooele City Hall Recorder's Office, Room 227, 90 North Main, Tooele, UT 84074 (public opening Suite 224; no digital bids)
Substantial Completion	18 months from Notice to Proceed (final completion readiness ≤30 days after substantial completion)

Bidding and contract considerations

1. **Sign-in** — Attendance list to plan holders via addendum.
2. **Bid period** — Written questions to Engineer; responses as Addendum; planholder email notify.
3. **Standard contract documents** — Bid security, bonds, insurance.

4. **Bid form** — EJCDC C-410 Bid Form — Schedule A Base Bid (lump-sum items A1–A7), Schedule B Pre-Procured Equipment (B1–B4), Schedule C Bid Additive Alternates (C1–C5). Bid remains subject to acceptance 60 days after opening.
5. **Product / material substitutions** — Award based on materials/equipment as specified; substitute/or-equal requests generally not considered until after Effective Date of the Contract (C-200 Art. 11). Bid prices must assume specified products.
6. **Bids due** — Thursday, August 13, 2026 at 2:00 PM MDT — Tooele City Hall Recorder’s Office, Room 227, 90 North Main, Tooele, UT 84074 (public opening Suite 224; no digital bids).
7. **Substantial completion** — 18 months from Notice to Proceed (final completion readiness ≤30 days after substantial completion).
8. **Liquidated damages** — \$1,000 per day for late Substantial Completion; \$1,000 per day for late final completion (not concurrent); liquidated damages capped at 20% of contract price.
9. **Description of work / schedules**

Schedule A — Base Bid

Item	Description	Bid price
A1	Mobilization, PM, OH&P	GC fill-in
A2	Civil site work, piping, and utilities	GC fill-in
A3	UV disinfection upgrades	GC fill-in
A4	Solar dryer greenhouse & boiler building upgrades (Prospiant scope)	\$978,500
A5	Solar dryer greenhouse & boiler building upgrades (GC scope)	GC fill-in
A6	Electrical, instrumentation and controls (SCADA by SKM under separate Owner contract)	GC fill-in
A7	Bypass pumping and effluent disinfection allowance	\$100,000

Schedule B — Pre-Procured Equipment

Item	Description	Bid price
B1	UV disinfection equipment (special services Owner-paid; excluded from this line)	\$603,801
B2	Solar dryer equipment (special services Owner-paid; excluded from this line)	\$2,457,016
B3	Pre-procured equipment allowance	\$100,000

Item	Description	Bid price
	(design mods during submittal)	
B4	Pre-procured equipment installation	GC fill-in

Schedule C — Bid Additive Alternates

Item	Description	Qty / unit	Bid price
C1	Asphalt	10,885 SF	GC fill-in
C2	Landscape rock	53,500 SF	GC fill-in
C3	Snow melt system (Prospiant scope)	1 LS	\$80,000
C4	Snow melt system (GC scope)	1 LS	GC fill-in
C5	Wadsworth software upgrade	1 LS	\$122,850

10. **Bidder qualifications** — Upon Owner request within 7 days — written qualifications plus project summaries/references for minimum 3 WWTP projects in the past 10 years with one project ≥ 2 MGD.

Construction considerations

1. Maintain facility operations and compliance during construction.
2. Permits — contractor responsibility.
3. Laydown / site access — Limit use of site/premises to allow access by property owners and work by others/Owner (Specification Section 01 10 00). Detailed laydown/gate logistics — confirm at prebid with Owner (may refine via addendum).
4. Temporary facilities / housekeeping.
5. Work hours — coordinate with operations.
6. Contractor-provided vs pre-procured equipment — Owner-furnished / pre-procured: HUBER solar dryer turners; Trojan UV system (assigned to GC per Specification Section 01 60 25). GC installs and startups pre-procured goods and performs all other Work (civil, buildings, E&I except Owner SCADA contract, HVAC/plumbing, etc.). Prospiant vendor scope priced in Bid Form A4/C3 with GC exclusions in A5/C4.

Overview of plans and design

Major work packages: solar dryer greenhouse retrofit and heated floors; new boiler room PEMB; UV Channel #2 retrofit; site/yard piping; electrical and instrumentation, HVAC, and plumbing to make facilities complete. Drawings and detailed discipline specifications are in the Contract Documents (Divisions 02–46, construction-phase narratives).

Site tour

Mandatory pre-bid includes site presence at Tooele WRF; Owner and Engineer representatives present. Tour logistics as directed at meeting.

Questions

Submit written questions to Bid Phase Manager Lauren Schmidt, J-U-B Engineers (801-664-2489, lschmidt@jub.com). Project Engineer / Construction Manager: Andrew Hobson (385) 290-9368, ahobson@jub.com. Project Manager: Gary Vance (gvance@jub.com). Answers will be issued via addendum to plan holders only.

Last day for questions: Thursday, August 6, 2026 (Advertisement Schedule Recap). The July 28, 2026 date stated elsewhere in the Advertisement is superseded.

PRE-BID MEETING

Sign-In Sheet

Tooele WRF 2026 Upgrades

Project #93-25-005

Thursday, July 23, 2026, 1:00 PM – 3:00 PM MDT

Tooele Water Reclamation Facility (Tooele WRF)

Owner: Tooele City Corporation

Engineer: J-U-B Engineers, Inc. — PE/CM: Andrew Hobson (385) 290-9368, ahobson@jub.com; PM: Gary Vance (gvance@jub.com); Bid Phase Manager / questions: Lauren Schmidt (801-664-2489, lschmidt@jub.com)

Attendance

Handwritten fill at the meeting (20 blank rows).

NAME	REPRESENTING	OFFICE	CELL	EMAIL
Tyler Bous	Whitaker		928-358-9306	tyler.bous@whitaker.com
Tim Ard	COP Construction		801-514-3739	timbid@copconstruction.com
Brady Bennett	Hunt Electric		801-330-0874	brady.bennett@huntelctric.com
David Lancaster	Vanlon		385-224-6738	bid@wedigutah.com
		801-487-5401		
LEE REDD	NELSON BROS CONST		801-244-5205	lredd@nelsonbros.com
Cecil Curley	Alder Construction		801-232-7167	ccurley@alderconstruction.com
Sullivan Love	MGC Contractors		801-376-0419	slove@mgccontractors.com
JEROMIE MINER	GERBER Construction		801-380-9064	JM@1gerber.com
Misty Tabor	Tooele City Pw		435-843-2147	mistyta@tooelecit.gov
Nathan Farver	Tooele City Public Works		435-843-2103	nathanf@tooelecit.gov
LARRY LYMAN	MGC		801-528-893	llyman@mgccontractors.com

Proposal#: **PR-MR-Tooele-260306-GC-Final**
Date: 7/28/2026

Valid Thru: 12/1/2026

Prospiant Systems Proposal for Tooele City

Prospiant is pleased to provide a furnish and install proposal for the environmental systems associated with the Tooele City Solar Dryer Greenhouse Renovation Project. The following scope outlines the primary systems and components included as part of Prospiants package to support the performance, efficiency, and long-term operation of the renovated greenhouse facility.

The Prospiant Scope Includes the Following Systems:

- In-Slab Heat System
- Vertical Airflow Fans (VAF's)
- Retrofitting of the Existing Roof Vent Systems
- Wadsworth Environmental Control System
- Retrofitting of the Existing Exhaust Fans
- 40'-0" x 30'-0" Insulated Boiler Room Building

Each of the systems listed above will be described in greater detail throughout the proposal.

In-Slab Heat System

Proposed heating system is for existing greenhouses with a total floor area of 38,400 sq ft.

Heating System

- This system is designed for processing heating and not designed to hold interior temperature but can be used as a supplemental heating system.
- Hot water gas boiler
 - (Qty 2) high efficiency non-condensing boiler **2,500 MBH** nameplate ea, to provide **1776 MBH** at design conditions
 - Hot water will be **0% glycol** and will have supply temperature of **180°F**
 - System designed to be operated indoors

In-Slab PEX Heating

- **3/4"** Diameter PEX Tubing with **6-inch** spacing to provide heating to greenhouse zones
 - 2 Areas, approximately 36' x 280', each divided into 3 independent control zones
 - With total heating potential of **1,450 MBH total**
 - Designed to maintain a floor temperature of 150°F supply & 130°F return



Figure 1: Example Photo of PEX In-Slab Manifold Distribution System.

Proposal#: **PR-MR-Tooele-260306-GC-Final**
Date: 7/28/2026

Valid Thru: 12/1/2026

Hot Water Unit Heaters

- **(Qty 1) Sigma 030H**, 28,600 BTU forced air heating units to provide heat for boiler building
 - Uses boiler system hot water
 - Heavy wall copper tube, with aluminum fin constructed coil
 - Includes heater hanging
 - Control accomplished with single stage relay
 - 115 volt, single phase
 - Supply and return piping from boiler to unit supplied and installed by Prospiant



Figure 2: Displays an example of the HW unit heaters to be used at this facility.

Piping and Pumps

- **Above Ground:**
 - Hot water primary/secondary pumping system
 - Control valves to control hot water flow to PEX manifolds, UH, and Fin tube Loops
 - Welded steel piping rated at SCH 40
 - Pipe hangers and mounting brackets included
 - Insulation under 7' or covers to prevent accidental touching
 - Insulation in Boiler room and transport lines for our of zone heating purposes
 - White protection paint on all exposed steel in process room
- **Below Ground:**
 - Plastic thermos welded pipe – pre insulated
 - Piping from Boiler to manifold in greenhouse to be provided and installed by Prospiant



Figure 3: Example of the boiler to be used at this facility.

Proposal#: PR-MR-Tooele-260306-GC-Final
Date: 7/28/2026

Valid Thru: 12/1/2026

HVAC System Performance

Table 1: Boiler Design Outputs

	QTY	Name Plate Capacity Each	Output Capacity Each	Total Name Plate Capacity	Total Output Capacity	Glycol	Supply Temp
Boiler(s)	2	2500 MBH	2125 MBH	5000 MBH	4250 MBH	0%	180°F

Table 2: Base Bid Outputs

Base Bid	Process Room 1	Process Room 2	Process Room 3	Boiler Room	Total
QUANTITY OF ROOMS	1	1	1	1	4
Room Conditions					
Floor Area (Sq. Ft.)	12,400	12,400	12,400	1,200	38,400 Sq. Ft.
Wall Material	Glass	Glass	Glass	2" Insul Metal	
Roof Material	Glass	Glass	Glass	2" Insul Metal	
AHU / FCU Performance					
Quantity HW Unit Heaters	0	0	0	1	1 UH's
Radiant Heat					
Floor In-Slab Radiant Product	PEX750-6	PEX750-6			
Aproximate Length	20,160 Ft	20,160 Ft	0 Ft	0 Ft	40,320 Ft
Base Hydronic Heating (MBH)	845	816	87		1748 MBH

General Notes:

- Piping from Boiler to manifold in greenhouse to be provided and installed by Prospiant
- Base Bid includes all snowmelt system piping in the yard and stub ups in the boiler building and greenhouse. If bid alternate, shown later, is not awarded, the blind flanges shall be installed on the piping manifold in the boiler building for future installation of the snowmelt pump.
- All gas and water connections to boiler by others (Contractor)
- All power wiring, low voltage control wiring, conduit and utility hook-up by others (Contractor)
- All underground trench work by others (Contractor)
- Concrete selective demolition and new concrete work by others (Contractor)

Heat System Exclusions:

In addition to any other exclusions set forth in this Agreement, the following items are not included in this Agreement:

- Site Preparation, Building Permits, Zoning Restrictions, & Special Inspections.
- State Product Approvals & IBC Glazing & Energy Codes.
- Engineered Drawings (electrical, plumbing, civil, and architectural).
- Concrete, including, concrete for posts, walks, flooring. Spoils associated with foundations or piers excavation.
- Electrical wiring of any kind including rough-in wiring, hard wiring equipment, low voltage wiring, wiring environmental controllers, wiring any motor, heaters, vents, boom irrigators, hanging basket systems, etc.
- Setting of limits on all vent motors. Prospiant can assist Customer-hired electrician.
- Plumbing of any kind
- Ground Cover, Dumpsters, trash removal, restroom requirements.
- Temporary heat, gas, power, water drainage, and water supply are the responsibility of customer before, during, & after project construction.
- Sales Tax, Unloading of Materials at Jobsite, and Cleaning of the Project, Tariff and Duty Charges
- Additional unloading costs & fees due to trucks & containers exceeding the two hour unloading time from arrival.
- On site material storage or protection from damage, theft, or weather.
- Prospiant is not responsible for existing subgrade utilities and drainage systems during the construction process.

Proposal#: PR-MR-Tooele-260306-GC-Final
Date: 7/28/2026

Valid Thru: 12/1/2026

Vertical Air Flow Fans (VAF's)

(111) - AGRIFAN 56" Diameter Vertical Air-Flow Fans (VAF's)

- 120V, Single Phase
- Model Number: 190C-7
- Up-Blowing and Down-Blowing Directions
- Thermo Protected Motors
- Cast Iron Motor Housing
- Aluminum Blades
- UL Listed, UL Water Spray Tested and Approved

(9) - Vosterman Varifan Variable Speed Drives (VSD's)

- 120V, Single Phase
- Model Number: VSD-1C
- Protection Index: IP 66

Zoning of Fans as Follows:

- Bay One, Zone One: (13) VAF's, (1) VSD
- Bay One, Zone Two: (12) VAF's, (1) VSD
- Bay One, Zone Three: (12) VAF's, (1) VSD
- Bay Two, Zone One: (13) VAF's, (1) VSD
- Bay Two, Zone Two: (12) VAF's, (1) VSD
- Bay Two, Zone Three: (12) VAF's, (1) VSD
- Bay Three, Zone One: (13) VAF's, (1) VSD
- Bay Three, Zone Two: (12) VAF's, (1) VSD
- Bay Three, Zone Three: (12) VAF's, (1) VSD

General Notes:

- Vertical Air-Flow Fans (VAF's) to be Mounted to Bottom Chord of Existing Greenhouse Trusses and Unistrut Extensions.
- Unistrut Extensions for VAF Mounting provided by Prospiant
- Mounting Hardware for VAF's provided by Prospiant.
- Hanging/Mounting of VAF's provided by Prospiant.
- Variable Speed Drives (VSD's) to be Mounted on Interior of Solar Dryer on Greenhouse Columns.
- Mounting Hardware for VSD's provided by Prospiant.
- Mounting of VSD's by Others (Contractors).
- Electrical Wiring of Fans by Others (Contractor)
- Electrical Wiring of VSD's by Others (Contractor).
- All power wiring, low voltage control wiring, conduit and utility hook-up by others (Contractor)

Proposal#: PR-MR-Tooele-260306-GC-Final
Date: 7/28/2026

Valid Thru: 12/1/2026

Retrofitting of Existing Roof Vent Systems

Prospiant will supply nine new ridge roof vent motors, nine new drive systems along with the necessary extrusions to retrofit the existing ridge vents. The design, materials, and labor included in this proposal will divide the existing 310'-0" long ridge vents into three independent systems that will operate separately from one another.

This retrofit is intended to provide the facility operators with more modular control of the solar drying bays. By separating the ridge vents into three independent systems per bay, operators will be able to modulate each vent based on the environmental conditions within each individual zone of the solar drying facility.

Prospiant to Supply the Following Materials for Roof Vent Retrofit:

(9) - LOCK Motor Drives

- 480V, Three Phase
- Model Number: EWA 52.4503
- Includes Motor and Gear Boxes
- Includes Couplers

(6) - 100'-0" Long Roof Ridge Vent Drive Systems

- Includes Steel Rack Arms and Pinions
 - To Replace Existing Aluminum Rack Arms and Pinions
- (2) - Bay One, (2) - Bay Two, (2) - Bay Three

(3) - 110'-0" Long Roof Ridge Vent Drive Systems

- Includes Steel Rack Arms and Pinions
 - To Replace Existing Aluminum Rack Arms and Pinions
- (1) - Bay One, (1) - Bay Two, (1) - Bay Three

General Notes:

- Prosplants proposal includes the supply of new extrusions required to retrofit the existing roof ridge vents, as outlined in the bid drawing package included in the bid set.
- The existing ridge vents glazing material and extrusions will remain in place.
- Prospiant will replace the internal hardware of the ridge vent systems and make minor modifications to the exterior glazing as needed to properly separate the vents into the required independent sections.
- **Prosplants proposal does not include any electrical work associated with the new roof vent motors.**
- **All power wiring, low voltage control wiring, conduit and utility hook-up by others (Contractor)**

Proposal#: **PR-MR-Tooele-260306-GC-Final**
Date: 7/28/2026

Valid Thru: 12/1/2026

Wadsworth Environmental Control System

Prospiant will supply and integrate a new Wadsworth SEED Environmental Control System to manage the greenhouse climate and environmental equipment. The system will include the necessary hardware, sensors, and control interfaces required to monitor and regulate key growing conditions within the facility.

Prospiant to Supply the Following Materials for Roof Vent Retrofit:

(1) - Wadsworth SEED Environmental Control System

- (1) - 24 Output Module
- (6) - 12 Output Expansion Modules
- (2) - SEED Input Only Expansion Modules

(9) - Temperature & Humidity Aspirator Boxes

- Three per Solar Drying Bay

(10) - Temperature Sensors

- (9) - For In-Slab Temperature Readings
- (1) - For Boiler Room Air Temperature Reading

(1) - 48" x 30" Contactor Panel

- Boiler Panel

(1) - 36" x 30" Contactor Panel

- Boiler Mechanical Panel

(1) - 48" x 30" Contactor Panel

- IO Zones Panel

(1) - 36" x 30" Contactor Panel

- IO Zones Panel

(1) - 36" x 30" Contactor Panel

- Fans Mechanical Panel

(1) - 48" x 30" Contactor Panel

- Motor Control Panel

(3) - 24" x 20" Contactor Panel

- VSD Panel

(1) - Weather Station

General Notes:

- All Prospiant Supplied Contactor Panels are NEMA4 Rated
- Proposal Includes (1) - One Day Site Visit and (1) - Two Day Site Visit
- Wadsworth SEED System to Control all Prospiant Supplied Equipment
- Wadsworth SEED to provide Readings to SCADA Control System
- Allen Bradley Software Updates **NOT INCLUDED** in this Proposal
- *Prospiant's proposal does not include any electrical work associated with the Wadsworth Control System*
- *Mounting control panels and mounting hardware are by others (Contractor)*
- *Network router and cabling are by others (Contractor)*
- *All power wiring, low voltage control wiring, conduit and utility hook-up by others.*

Proposal#: **PR-MR-Tooele-260306-GC-Final**
Date: 7/28/2026

Valid Thru: 12/1/2026

Retrofitting of Existing Exhaust Fans

Prospiant will provide (12) new 1 HP exhaust fan motors to replace the existing twelve ¾ HP motors. The fan blades, housings, and all other components will remain as currently installed. Upgrading the motors will improve the greenhouse's ability to draw in fresh air, enhancing overall airflow and increasing the drying capacity of the solar drying greenhouse.

Prospiant to Supply the Following Materials for Exhaust Fan Retrofit:

(12) - One Horsepower Exhaust Fan Motors

- 480V, Three Phase
- Model Number: 1341.4-56

(12) - Exhaust Fan Motor Pulley Assemblies

- Model Number: 1258.AK39-5/8

General Notes:

- Prospiant Proposal Includes Mounting of the New Exhaust Fan Motors.
- Prospiant Proposal Includes Mounting of the New Pulley Assemblies.
- **Prospiant Proposal Does NOT Include any Electrical Work Related to Replacement of Exhaust Fan Motors.**
- **All power wiring, low voltage control wiring, conduit and utility hook-up by others.**

Proposal#: PR-MR-Tooele-260306-GC-Final
Date: 7/28/2026

Valid Thru: 12/1/2026

40'-0" x 30'-0" Insulated Boiler Room Building

Primary Structure:

(1) - Prospiant Pre-Engineered Metal Building (Vail) Style Building, 40'-0" Wide x 30'-0" Long

- Total of 1,200 square feet
- 10'-0" Bay Spacings, 11 Purlin Runs per House
- 12'-0" Under-Gutter Height
- 4" Square Galvanized Steel Columns
 - Columns, Gable Posts and Door Posts all to be Base Plated
 - Anchor Bolts for All Base Plates Supplied by Prospiant

Additional Structural Items and Accessories:

- (2) - Gutter End Caps
- (2) - Gutter End Caps with Downspout Outlet, 6" Diameter
 - Downspout Piping by Others (Contractor)
- (60) ft. - Under Gutter Drip Channel

Framing and Covering Accessories for Roof, Sides, and Ends:

Roof Attaching Accessories and Flashing for (1) - 40'-0" x 30'-0" Vail Building

- Interior and Exterior

Gable Framing for (2) Ends

Gable Attaching Accessories and Flashing for (2) Ends

- Interior and Exterior

Sidewall Framing for (6) - 10'-0" Bay Sections

Sidewall Attaching Accessories and Flashing for (2) - 30'-0" Sections

- Interior and Exterior

Boiler Building Covering Materials:

(1,408) sq.ft. - 26 Gauge Painted Corrugated Metal Panels

- For (1) Exterior Roof

(5,148) sq.ft. - 29 Gauge Painted Corrugated Metal Panels

- For (1) Interior Roof, (2) Interior and Exterior Gables, (2) Interior and Exterior Sidewalls

(3,590) sq.ft. - 3" x 72" Insulation Panels

Heating Equipment:

See In-Slab Heat System Portion of Proposal for Details Regarding Boiler Room Heating Equipment.

General Notes:

- Prospiant Proposal Includes the Install of 40'-0" x 30'-0" Insulated Boiler Room Building from an Above Slab Perspective.
- Cooling and Ventilation Equipment Not Included and is by Others (Contractor)
- Doors and Entry-Ways Not Included and is by Others (Contractor)
- All Foundation Work, including concrete slab, is Not Included and is by Others (Contractor)

Proposal#: PR-MR-Tooele-260306-GC-Final
Date: 7/28/2026

Valid Thru: 12/1/2026

Additive Alternate: Star-Fin Gutter Melt Heat System

Radiant Fin tube Heating

- **Snowmelt Star fin Plus**
 - Aluminum 1.25" schedule 40 piping with linear orientated radial extruded fins
 - Heat output is 188 BTUH/ft at 180°F hot water supply & 150°F hot water return
 - To be located under the existing Greenhouse gutters



Figure 2: Displays example of the aluminum Starfin to be used at this facility.

Table 3: Additive Alternative Bid Outputs

Additive Alternative QUANTITY OF ROOMS	Process Room 1 1	Process Room 2 1	Process Room 3 1	Boiler Room 1	Total 4
Radiant Heat					
Upper Radiant Product	Starfin Plus	Starfin Plus	Starfin Plus	Starfin	
Arrangement	There & Back	There & Back	There & Back	0	
Aproximate Length	924 Ft	616 Ft	924 Ft	0 Ft	2,464 Ft
Additional Hydronic Heating (MBH)	87	58	87		231 MBH
Total Heating Including Base Bid (MBH)	932	874	173		1979 MBH

Proposal#: PR-MR-Tooele-260306-GC-Final
Date: 7/28/2026

Valid Thru: 12/1/2026

Scope Checklist

Scope Description	Supply	Install	Notable Comments
Structure (Boiler Building)	X	X	Material Inclusions: (1) - 40'x30' Vail Structure (Boiler Building), Framing (Girts), Extrusions, Coverings, Attaching Accessories, Purlins, Trusses, Anchor Bolts. Material Exclusions: Ventilation (Passive and Mechanical), Floor Drains, Doors, Concrete, Entryways, Cooling Equipment, General Lighting, Fire Suppression Systems, Life Safety Systems, Anything not explicitly stated as Included throughout this proposal. Labor Inclusions: Erection of One 40'x30' Prospiant Vail Structure, Corrugated Metal Panel Glazing of One 40'x30' Prospiant Vail Structure, Framing of Entryways, Anchor Bolts. Labor Exclusions: Ventilation (Passive and Mechanical), Floor Drains, Doors, Entryways, Cooling Equipment, General Lighting, Fire Suppression Systems, Life Safety Systems, Electrical Work, Foundation Work, Plumbing Work, Anything not explicitly stated as Included throughout this proposal.
Hot Water Heating System (In-Slab Heat System)	X	X	Material Inclusions: Boilers, Boiler Piping and associated fittings, PEX Piping and associated fittings, Underground Piping and associated fittings, PEX Manifolds and associated fittings, Hot Water Heater, Hot Water Heater Piping and associated fittings, Boiler Piping and Associated Fitting Insulation, Sleeve Material for Underground Penetrations Material Exclusions: Boiler Vent Stacks, Selective Concrete Demo Hot Water Heater Vent Stacks, Gas Line Piping and Associated Fittings, Utility Connection Fittings, Anything not explicitly stated as Included throughout this proposal. Labor Inclusions: Boilers, Boiler Piping and associated fittings, PEX Piping and associated fittings, Underground Piping and associated fittings, PEX Manifolds and associated fittings, Hot Water Heater, Hot Water Heater Piping and associated fittings, Boiler Piping and Associated Fitting Insulation, Sleeve Material for Underground Penetrations Labor Exclusions: Boiler Vent Stacks, Hot Water Heater Vent Stacks, Gas Line Piping and Associated Fittings, Utility Connection Fittings, Anchor Bolt (Securement) of Boilers, Underground Piping, Underground Trench Labor, Anything not explicitly stated as Included throughout this proposal
Wadsworth Environmental Controller	X		Material Inclusions: Wadsworth SEED Environmental Control System, Weather Station, Aspirator Boxes, LST Motor Control Panels, Low Voltage Contactor Panels Material Exclusions: N/A Labor Inclusions: Labor Not Included in Proposal Labor Exclusions: Labor Not Included in Proposal
Hot Water Unit Heaters	X	X	Material Inclusions: Hot Water Heater, Hot Water Piping and Associated fittings, Mounting Materials, Material Exclusions: Hot Water Heater Vent Stacks, Gas Line Piping and Associated Fittings, Utility Connection Fittings, Anything not explicitly stated as Included throughout this proposal. Labor Inclusions: Hanging/Mounting of Hot Water Heater, Piping including associated fittings from Boiler Manifold to Hot Water Heater,



Prospiant, Inc.
7108 Shona Dr, Cincinnati, OH 45237
+1 513 • 242 • 0310
www.prospiant.com

Proposal#: **PR-MR-Tooele-260306-GC-Final**
Date: 7/28/2026

Valid Thru: 12/1/2026

			Labor Exclusions: Hot Water Heater Vent Stacks, Gas Line Piping and Associated Fittings, Utility Connection Fittings, Underground Piping, Underground Trench Labor, Anything not explicitly stated as Included throughout this proposal
Retrofit of Existing Roof Ridge Vents	X	X	Material Inclusions: New Roof Vent Motors, New Drive Systems, New Extrusions, New Steel Rack Arms, New Steel Pinions Material Exclusions: New Glazing/Covering Materials (Glass), New Glass Glazing Bars. Anything not explicitly stated as Included throughout this proposal Labor Inclusions: Mounting of New Roof Vent Motors, Demolition of Existing Drive System, Demolition of existing Roof Vent Motors, Installation of new Exterior Extrusions, Installation of new rack arms, Installation of new pinions. Labor Exclusions: Demolition of existing glass glazing, electrical wiring of new roof vent motors, Anything not explicitly stated as Included throughout this proposal
Vertical Air-Flow Fans (VAF's)	X	X	Material Inclusions: Vertical Air-Flow Fans, Truss Bottom Chord Mounting Materials, Unistrut Mounting Materials, Variable Speed Drives, Material Exclusions: New Glazing/Covering Materials (Glass), New Glass Glazing Bars. Anything not explicitly stated as Included throughout this proposal Labor Inclusions: Mounting of New Roof Vent Motors, Demolition of Existing Drive System, Demolition of existing Roof Vent Motors, Installation of new Exterior Extrusions, Installation of new rack arms, Installation of new pinions. Labor Exclusions: Demolition of existing glass glazing, electrical wiring of new roof vent motors, Anything not explicitly stated as Included throughout this proposal
Retrofit of Existing Exhaust Fans	X	X	Material Inclusions: New Exhaust Fan Motors, New Exhaust Fan Pulley Assemblies Material Exclusions: New Exhaust Fan housing, New Exhaust Fan Blades, New Exhaust Cages, Anything not explicitly stated as Included throughout this proposal Labor Inclusions: Mounting of new exhaust fan motors, Installation of new Exhaust Fan Pulley Assemblies Labor Exclusions: New Exhaust Fan housing, New Exhaust Fan Blades, New Exhaust Cages, Electrical Wiring of new Exhaust Fan Motors, Anything not explicitly stated as Included throughout this proposal

For All Inquiries and Questions, Please Contact:
Mark Reich
Regional Sales Representative & Systems Engineer
Phone: (513) 667-8921
Email: Mreich@prospiant.com
*** Email or Text Message is Preferred ***



Prospiant, Inc.
7108 Shona Dr, Cincinnati, OH 45237
+1 513 • 242 • 0310
www.prospiant.com

Proposal#: **PR-MR-Tooele-260306-GC-Final**
Date: 7/28/2026

Valid Thru: 12/1/2026

PROSPIANT LOAD REVIEW

Customer Name: **Tooele City – Solar Dryer RetroFit** Date: **7/28/2026**
Address: **3300 1200 W**
Tooele, UT 84074

Structure Quoted: **(1) - 40'-0" Wide x 30'-0" Long Vail**
12' Under Gutter Ht., 10' Bays, 11-Purlin

PERMITS REQUIRED: ☐ YES ☐ NO

NOTE: If the NO Permitting Required box is checked, extra costs may be incurred if permitting is required after contract date. Extra cost may be incurred if building code or owner requirements are greater than the specified loads.

CODE USED: _____

SNOW LOAD: **28** _____ lb./sq. ft. (ground)

WIND LOAD: **102** _____ m.p.h. EXPOSURE **"C"**

SPECIAL LOAD REQUIREMENTS: _____

Customer requested ship date: _____

Local permitting agencies may require a foundation design. PROSPIANT is not responsible for the foundation design. Engineers familiar with local soil conditions should be retained by the Customer for these services. PROSPIANT will provide column load information to the Customer or his designated representative to facilitate the foundation design.

Power On Site: Checkmark All That Apply

120/240V Single Phase: _____ 120/208V Three Phase: _____ 277/480V Three Phase: _____

Customer Initials: _____ (Please Circle)

CUSTOMER SIGNATURE _____

THIS SALES PROPOSAL IS SUBJECT TO ATTACHED GENERAL TERMS AND CONDITIONS OF SALE.

PROSPIANT GENERAL TERMS AND CONDITIONS OF SALE

1. **Proposal.** Customer's signature on this proposal below is a firm commitment to purchase the products (and services, if any) described on the reverse side hereof, and is subject to the written acceptance of PROSPIANT authorized representative at its executive offices in Cincinnati, OH. This proposal shall remain valid for a period of thirty (30) days from the date set forth at the top of the proposal. PROSPIANT acceptance is expressly made conditional upon Customer's agreement to the original terms and conditions contained herein. Upon acceptance by PROSPIANT, this proposal will become a binding agreement between the parties.
2. **Drawings.**
 - a. Provision of Drawings. Prospiant will supply Customer with (a) installation drawings for the erection of the greenhouse and (b) if expressly included in the Agreement, [X] sets of structural drawings stamped and sealed by a professional engineer licensed in the State of [_____]. Stamped drawings cover greenhouse structural members only; glazing systems are excluded.
 - b. Intended Users. All installation instructions and drawings are intended for qualified greenhouse builders with prior Prospiant building experience.
 - c. Foundation Design Responsibility. Unless otherwise agreed in writing, Customer is solely responsible for: (i) determining the suitability of the soil to support the foundations; and (ii) designing the pier and/or foundation to resist all loads imposed by the Project structures and site conditions.
 - d. Code Compliance and Stamped Drawings. Customer is responsible for determining whether applicable law or local building code requires stamped engineered structural prints or other plans. Upon Customer request, Prospiant can supply such stamped drawings for an additional charge, which may include supplemental or modified structural members, hardware, and design or engineering revisions. Any changes required by authorities having jurisdiction after issuance of drawings will be added to the Contract price.
 - e. Exclusions. Stamped drawings do not include electrical, mechanical, civil, or architectural design, nor the design or engineering of any products not specifically defined as the greenhouse. This Agreement excludes any state, county, or local inspector modifications to IBC, product standards, approvals, or zoning requirements.
 - f. Shop Drawing Review. After Customer's acceptance of this Agreement, Prospiant will furnish shop and installation drawings. Customer shall review the drawings and, within seven (7) days of the date indicated on the drawings, return a copy by certified mail noting any corrections. If Prospiant does not receive such corrections within that period, the drawings will be deemed approved and correct. Any subsequent changes requested by Customer will be subject to additional charges.
3. **Terms of Payment.** Customer shall promptly pay all invoices according to the payment terms described in the proposal above or herein (the "Terms of Payment"). Payment terms are net cash within 30 days after the date of the invoice except where freight will be shipped COD and paid directly by the Customer. All past due amounts under this Agreement will render the warranty void and shall bear interest from the date past due at the lesser of: (a) one and one-half percent (1.5%) per month (compounded monthly) or (b) the highest rate permitted by applicable law. Prospiant and Customer agree that Prospiant may bring an action to collect accounts past due in any state or federal court of competent jurisdiction. All past due amounts regardless of reason, provide Prospiant full autonomy to remove existing installation labor without harm to cost, delays, or damages that may occur due to labor removal. Additionally, if crews are removed the customer agrees to pay all costs due to demobilization and re-mobilization
4. **Lien Rights.** PROSPIANT shall have the right to notify Customer and Owner of its right to lien the Property for non-payment of amounts due at any time. Upon any breach or default by the Customer, which breach may be waived by PROSPIANT, PROSPIANT may file a mechanic's lien against the Property and pursue foreclosure as allowed by law.
 - a. Customer hereby grants to PROSPIANT a purchase money security interest in and to the structure and all other goods sold by PROSPIANT to Customer pursuant to this Agreement. PROSPIANT has the right to file and record a UCC Financing Statement as necessary to perfect its security interest in the goods sold to Customer pursuant to this Agreement.
5. **Warranty and Limitation on Liability**
 - a. Prospiant warrants that its manufactured greenhouse, buildings, & bench structures will be free from material defects for a period of one (1) year after the date the Project is Substantially Completed (as defined below). This warranty shall not be extended beyond its original twelve-month term for any reason. Installation and operation of the goods or products in any manner other than that recommended in Prospiant' specifications or any other written communications shall void this warranty granted by Prospiant. This warranty shall also be rendered void if Customer at any time fails to pay for the goods and/or service according to the payment terms hereunder or does not follow the recommended maintenance and/or construction procedures. If Customer fails to provide written notice to Prospiant within the earlier of: (a) 30 days after the defect is first discovered or should have been discovered, or (b) one year after the Project is Substantially Completed, Prospiant shall not be obligated to honor the warranty claim.
 - b. Prospiant makes no warranties as to items manufactured components furnished and warranted by others or as to any item which is furnished by Prospiant and altered, damaged or misused by others or by inclement weather, flooding, or other casualty. Customer agrees that its sole recourse as to items and components supplied by others is to make a claim against the manufacturer of such products under that manufacturer's warranty, if any. Customer shall have no claim against Prospiant for such product defect failures or otherwise in connection with such products. Attachment with wirelock, polylock, springlock &/or extrusions are not guaranteed to mechanically hold polyethylene or cladding, any failure associated with a polyethylene or cladded roof or vent with this method or similar method of attachment is not warranted.
 - c. In the event of a claimed defect in any material or workmanship furnished by Prospiant which is covered by the warranty provided above, Customer agrees to promptly (and in no event later than 30 days after the defect is first discovered or should have been discovered) notify Prospiant in writing of the claimed defect. If such defect is covered by the warranty provided in the first bullet of this section (as determined by Prospiant in its sole discretion), Prospiant, at its option, will either repair or replace the defect and Prospiant' liability under the warranty is strictly limited to such repair or replacement without charge during the warranty period. If inspection, replacement, or repair is made at Customer's premises, Customer shall pay all labor, transportation, and lodging expenses.
 - d. As to Projects where Prospiant is providing materials only and has no role in the installation of the Project, the Project shall be deemed "Substantially Completed" when the materials for the Project have been shipped. As to all other Projects, the Project shall be deemed "Substantially Completed" when a construction project is deemed sufficiently completed to the point where the owner can use it, is using it (partially or wholly) for its intended purpose, or the punch list is provided.
 - e. Prospiant reserves the right to inspect all materials and workmanship alleged to be defective or in non-conformance, and Customer agrees to hold and protect all products or materials for which Customer has given notice as stated above until Customer is instructed to do otherwise by Prospiant. While such products or materials are in Customer's possession, Customer shall not alter such products or materials and Customer

shall be liable for all alterations or damages to products or materials.

- f. EXCEPT AS EXPRESSLY PROVIDED IN THE FIRST BULLET POINT OF THIS SECTION, PROSPIANT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS OR LABOR IT IS SUPPLYING PURSUANT TO THIS AGREEMENT AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY. Customer acknowledges that except as expressly set forth in this Agreement, no other representations, advice, or opinions were made or relied upon with respect to the quality, performance, and function of the products and services subject to this Agreement. Any such representations, advice, or opinions shall be accepted at customer's own risk and shall not constitute any warranty or guarantee of such products or their performance and function. Customer will indemnify and hold Prospiant and its shareholders, officers, directors, and agents harmless from and against all loss, liability, cost, damage, or expense incident to any claim, action, or proceeding (including, but not limited to, claims of third parties) against Prospiant arising out of the installation, maintenance, use, or operation of the products covered by this Agreement.
- g. The Project and its greenhouse structures are intended for horticultural/agricultural purposes only. The Customer has directed Prospiant not to design or build the greenhouse structure so that it meets any building code or the standards of NGMA due to agricultural exemption (Unless noted above), as requiring that the greenhouse structure meets such building code or standards would significantly increase the cost to the Customer. The Customer further has directed Prospiant not to secure signed or sealed engineered drawings/plans/specifications for the construction of the Project (unless noted above) and acknowledges that the drawings for the Project have not been reviewed or approved by an engineer. Prospiant, its subcontractors, agents and employees ("Prospiant/Subcontractors") shall have no liability for failure to comply with any building code or standards, or for failure to obtain an engineer's approval of the drawings for the Project. If Customer desires the Project to be built in accordance with any building code or in accordance with the standards of NGMA, or if Customer desires that the drawings be reviewed and approved by an engineer, Customer must request such by written communication and Prospiant will provide that at an increased cost. The greenhouse project and its structures are horticultural greenhouses intended for light transmission and are not designed or guaranteed to be leak proof. The horticultural roof glazing and spliced gutters may make the structure susceptible to water leaks and condensate accumulation. Customer agrees to indemnify, defend, and hold Prospiant/Subcontractors harmless from and against any and all damages, claims, losses, liabilities, and/or costs and expenses which are threatened against or incurred by Prospiant/Subcontractors as a result of damage to the Project and/or to any other property of Customer, any property of others, or any damage or injury to any person, which is caused in whole or in part by Customer's failure to take action to prevent any snow and/or ice accumulation on the Project.
- h. Prospiant' obligations are strictly limited to the obligations expressly set forth in this Agreement. Prospiant neither assumes nor authorizes any person to assume on its behalf any obligation not set forth in this Agreement. Customer agrees that Prospiant is only willing to enter into this Agreement on certain terms and conditions, one of which is that Prospiant/Subcontractors shall have no liability to Customer for indirect, consequential, punitive or special damages. As such, Customer specifically and irrevocably waives any and all claims, under any theory of recovery, including without limitation any allegation of tort or breach of contract, for indirect, consequential, punitive or special damages. Further, and subject to the below Waiver of Subrogation, Customer agrees that, in the event of a default, commission of a tort, or breach of this Agreement by Prospiant/Subcontractors, Customer shall be entitled under any theory of recovery, including without limitation any allegation of tort or breach of contract, to recover from Prospiant/Subcontractors only the Customer's actual damages and that, in all cases, CUSTOMER'S RECOVERABLE DAMAGES SHALL BE LIMITED TO A MAXIMUM AMOUNT OF THE LESSER OF \$50,000 OR THE AMOUNT PAID BY CUSTOMER TO PROSPIANT UNDER THIS AGREEMENT.
- i. Waiver of Subrogation – the immediate above provision notwithstanding, Customer specifically and irrevocably waives all rights and actions against Prospiant/Subcontractors for any of Customer's damages caused in whole or in part by the Project or by Prospiant/Subcontractors' alleged commission of a tort or breach of this Agreement, to the full extent such damages are covered by property insurance or any other insurance. This irrevocable waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

6. Miscellaneous Provisions

- a. By signing this agreement, the customer agrees that it will use the structure and systems for only purposes that comply with the law and warrant that they have all the appropriate and necessary, up to date, licenses and governmental approvals to so use the structure and systems, and will maintain those licenses or approvals.
- b. This Agreement shall be interpreted, construed, and enforced only under the laws of the State of Ohio. The Parties further agree that any claims of Customer brought in law or equity, based on any theory of recovery (including without limitation warranty, tort, or otherwise), relating to the work performed under or ancillary to this Agreement or in any way in relationship to the services provided under this Agreement are and shall be governed solely by Ohio law. This agreement shall be binding and inure to the benefit of the parties, their personal and legal representatives, their heirs and beneficiaries, and their assigns and successors-in-interest. Customer may not assign this agreement without the prior written consent of Prospiant. In the event any provision hereof is found invalid or unenforceable according to its terms, such provision shall be enforced or severed to the extent possible without affecting the remainder of the Agreement.
- c. This letter is a proposal that, when executed by all parties subject to the above terms, will become the Agreement ("Agreement") entered into by Prospiant, Inc. ("Prospiant") and Company Name ("Customer"). This Agreement is effective (the "Effective Date") as of the date of Prospiant' signed acceptance of Customer's signed proposal (the "Counter-Offer"), subject to Prospiant' acceptance of Customer's credit application. Once fully signed, Prospiant will complete the Project in accordance with the terms and conditions of this Agreement and Customer will be strictly bound by all the terms and conditions of this Agreement.

7. Cancellation

- a. Orders for material or equipment cannot be cancelled after acceptance of the Agreement, either in whole or in part, nor is material returnable for credit or otherwise.

8. Period of Limitations

- a. ANY CLAIM AGAINST PROSPIANT/SUBCONTRACTORS FOR ALLEGED BREACH OF ANY ASPECT OF THIS AGREEMENT AND ANY OTHER CLAIM REGARDING THE DESIGN OR THE CONSTRUCTION OF THE PROJECT (INCLUDING WITHOUT LIMITATION ALL CLAIMS

IN TORT OR OTHERWISE) MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE PROJECT IS SUBSTANTIALLY COMPLETED (AS DEFINED BELOW). ANY CLAIM NOT BROUGHT WITHIN SAID ONE (1) YEAR PERIOD SHALL BE FOREVER WAIVED AND BARRED.

9. Entire Agreement

- a. This Agreement constitutes the entire agreement of Prospiant and Customer. This Agreement supersedes any and all prior understandings and promises, written or oral, between Prospiant and Customer.

10. Dispute Resolution

- a. Any controversy or claim arising out of or relating to this Agreement, or any drawings, or these terms and conditions shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Customer and Prospiant expressly agree that any arbitration proceedings instituted by either party shall take place in Cincinnati, Ohio, and the arbitrator shall apply the laws of the State of Ohio. All such disputes must be brought within the Period of Limitations per this agreement or are forever waived.
- b. Nothing herein contained shall bar the right of either party to obtain injunctive relief against threatened conduct that will cause loss or damages under the usual equity rules, including the applicable rules for obtaining preliminary injunctions, provided an appropriate bond against damages be provided.

11. Multimedia

- a. Prospiant, will, on occasion, take photos, videos, drone shots, or recordings of greenhouse projects for the purpose of use in social media, Prospiant.com, advertising, tradeshow, and other marketing purposes. You herewith give consent for Prospiant to use any images, videos, or audio-recordings a company-authorized professional photographer/videographer or team member takes of your greenhouse project for the purposes mentioned above, including on the Internet, and for any lawful purposes. The participant waives any right to inspect or approve the images and videos, and the modes of use as described above. If the participant does not waive this right, they must provide a written notice to Prospiant that includes contact information for marketing personnel. The participant understands that the Released Party is under no obligation to use the images, videos, and audio-recordings it collects. Participant agrees that all photographs, videos, audio-recordings, reproductions, photocopies, electronic and digital copies of the materials it collects related to the greenhouse project are the sole property of the Released Party, and Participant further agrees not to contest the rights or authority granted to the Released Party hereunder. The Participant further acknowledges and agrees that themselves or their company shall not be entitled to compensation for use of images and videos of their greenhouse project used in any form for marketing purposes.

12. Waiver of Subrogation

- a. Customer specifically and irrevocably waives all rights and actions against PROSPIANT/Subcontractors for any of Customer's damages caused in whole or in part by the Project or by PROSPIANT/Subcontractors' alleged commission of a tort or breach of this Agreement, to the full extent such damages are covered by property insurance or any other insurance. This irrevocable waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

I accept this Agreement and agree to the terms and conditions of sale as stated on the preceding pages.

Company name "Customer"	PROSPIANT Representative
Signed:	Signed:
By:	By:
Title:	Title:
Date:	Date:

Company Address:

_____ Corporation _____ Partnership _____ LLC _____ Proprietorship

Thank you for your recent purchase from PROSPIANT. When we have received all of the following paperwork, we will be able to enter your job in our production schedule.

Paperwork needed to start a job:

- _____ 1. Signed contract (please return all pages of the contract, including the load review, if applicable, and terms and conditions)
- _____ 2. Down payment (corresponding to the terms of the contract)

As a reminder, please send copies of any tax exemption certificates with this order to facilitate proper invoicing.

You may check on the status of your order by contacting your salesman or the commercial customer service department at the corporate office (1-800-228-9639). Please send the above mentioned items to our office at:

PROSPIANT
P.O Box 715010
Cincinnati, OH 45271-5010

****For overnighted payments via carrier:***

Key Bank LockBox Services
ATTN: P.O. Box 715010
895 Central Ave. Suite 600
Cincinnati, OH 45202

*(Note: If submitting payment via regular USPS and not expedited, please do not submit to this address or it can cause delays and return of mail.)

We are looking forward to doing business with you.

PROSPIANT

00 55 00 – NOTICE TO PROCEED

SOLAR DRYER EQUIPMENT PROCUREMENT

NOTICE TO PROCEED

Owner:	Tooele City Corporation	Owner's Contract No.:	
Seller:	Huber Technology, LLC	Seller's Project No.:	
Engineer:	J-U-B Engineers Inc.	Engineer's Project No.:	93-25-005
Project:	SOLAR DRYER EQUIPMENT PROCUREMENT	Contract Name:	SOLAR DRYER EQUIPMENT PROCUREMENT
		Effective Date of Contract:	July 20, 2026

TO SELLER:

Owner hereby notifies Seller that the Contract Times under the above Contract will commence to run on [July 20, 2026].

On that date, Seller shall start performing its obligations under the Contract Documents. The Contract Times are detailed in Article 5 of the Agreement. Additional requirements are provided elsewhere including the General Conditions.

Owner: Tooele City Corporation

By:  Authorized Signature
Title: Mayor, Tooele City
Date: 07-20-2026

Copy: Engineer

THIS PAGE INTENTIONALLY LEFT BLANK



J-U-B ENGINEERS, INC.

J U B COMPANIES



THE
LANDON
GROUP



GATEWAY
MAPPING
INC.

March 2, 2026

Nathan Farrer
Public Works Director
Tooele City Corporation
90 North Main Street
Tooele, Utah 84074

RE: Water Reclamation Facility Solar Dryer Project

Dear Mr. Farrer,

Attached is the bid tabulation for the bids opened February 12, 2026 for the above referenced project. The apparent Low Bidder is as follows:

Project Bidding Details

Bidder:	Huber Technology, LLC
Base Bid Amount (3 Solar Dryer Turners):	\$1,971,000.00
Sales Tax on Goods:	\$ 137,970.00
Operator Interface – Allen Bradley:	\$ 112,854.00
Special Services, Shop drawings, submittals:	\$ 219,000.00
Recommended Spare Parts:	\$ 235,192.00
Total Project Award:	\$2,676,016.00

In addition to the base bid amount for goods and special services, we recommend awarding the recommended spare parts, and the operator interface to the Allen Bradley plant standard.

We have reviewed the submitted bids and Huber Technology was the only manufacturer that could provide the specialized wastewater sludge turning equipment and therefore is the lowest, responsive, and responsible bidder. All documents submitted appear to be in proper order.

We recommend awarding the **Solar Dryer Turning Equipment** contract to Huber Technology, LLC. We have attached for signature one (1) copy of the Notice of Award. Please contact me if you have any questions or concerns.

Sincerely,
J-U-B ENGINEERS, Inc.

Gary Vance, P.E.
Project Manager

00 51 00 – NOTICE OF AWARD
SOLAR DRYER - EQUIPMENT PROCUREMENT

Date of Issuance: **March 2, 2026**

Owner: **Tooele City Corporation**

Owner's Contract No.:

Engineer: **J-U-B Engineers Inc.**

Engineer's Project No.: **93-25-005**

Project: **Solar Dryer Improvements**

Contract Name: **Solar Dryer Improvements**

Bidder: **HUBER Technology, LLC**

Bidder's Address: **1009 Airlie Parkway**

Denver, NC 28037

TO BIDDER:

You are notified that Owner has accepted your Bid dated **February 12, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Solar Dryer Equipment Procurement

The Contract Price of the awarded Contract is: **\$2,676,016**

The price above includes the following:

Item	Total Price
Goods – 3 x solar turners and ancillary equipment as described in Section 46 76 70	\$1,971,000
Replace Standard Winsonic with Allen Bradley Operator Interface Terminal – PanelView7	\$112,854
Special Services – Shop drawings and submittals, coordination with design Engineer	\$219,000
Sales Tax on Goods at 7.0%	\$137,970
Recommended Spare Parts	\$235,192
TOTAL CONTRACT PRICE	\$2,676,016

[2] 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.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [2] counterparts of the Agreement, fully executed by Bidder.

2. Deliver with the executed Agreement(s) the ~~Contract security [e.g., performance and payment bonds] and~~ insurance documentation as specified in the Instructions to Bidders and 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 ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.03 of the General Conditions.

Owner **Tooele City Corporation**

Authorized Signature

By:

[Handwritten Signature]

Title:

Mayor

Copy: Engineer

00 52 00 - AGREEMENT BETWEEN BUYER AND SELLER

SOLAR DRYER - EQUIPMENT PROCUREMENT

(ADDENDUM #3)

TABLE OF CONTENTS

Article 1 – GOODS AND SPECIAL SERVICES	1
Article 2 – THE PROJECT	1
Article 3 – ENGINEER	1
Article 4 – POINT OF DESTINATION	1
Article 5 – CONTRACT TIMES	2
Article 6 – CONTRACT PRICE	3
Article 7 – PAYMENT PROCEDURES.....	4
Article 8 – INTEREST	5
Article 9 – SELLER'S REPRESENTATIONS	5
Article 10 – CONTRACT DOCUMENTS	5
Article 11 – MISCELLANEOUS.....	7

THIS AGREEMENT is by and between

Tooele City Corporation ("Buyer")
and Huber Technology, LLC ("Seller").

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows:

A. Provide Goods and Special Services to furnish **SOLAR DRYER EQUIPMENT PROCUREMENT** and related appurtenances.

- 2.02 The Buyer shall execute the Agreement and administer the Contract for Special Services associated with the preparation of Shop Drawings and other Submittals required for the project. The guaranteed money for the Special Services shall not exceed 5% of the total equipment cost.

- 2.03 The Buyer is not obligated under this Agreement beyond Special Services until it issues a "Notice to Commence Fabrication" to the Seller. A Notice to Commence Fabrication may be issued at any time for a maximum period of 365 days after the final approval of shop drawings and submittals as part of the Special Services. The Buyer will assign the remainder of this contract to the Contractor prior to issuing the Notice to Commence Fabrication.

- 2.04 The Seller shall deliver the required Bonds and insurance certificates in accordance with Article 4 of the General Conditions.

ARTICLE 3 – ENGINEER

- 3.01 The Contract Documents for the Goods and Special Services have been prepared by J-U-B Engineers, Inc. ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

- 4.01 The Point of Destination is designated as:

**TOOELE WATER RECLAMATION FACILITY
3300 N 1200 W
TOOELE, UT 84074**

ARTICLE 5 – CONTRACT TIMES

5.01 Time of the Essence

- A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

5.02 Milestones

- A. *Days for Submittal of Shop Drawings and Samples.* Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's Review in accordance with the following schedule. It is the intent of the parties that submittals be in accordance with Section 01 33 00.

Special Services				
Item	Notice to Begin Contract Times	Maximum	Contract	Time
		Beyond Notice (Days)		
Seller's First Shop Drawing Submittal	Effective Date of Agreement		40 30	
First Shop Drawing Returned to Seller	Effective Date of Agreement		20 40	
Seller's Second Shop Drawing Submittal	Effective Date of Agreement		30 50	
Second Shop Drawing Returned to Seller	Effective Date of Agreement		40 60	
Final Shop Drawing Submittal for Approval	Effective Date of Agreement		60	

- B. *Days to Achieve Delivery of Goods.* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt in accordance with the following schedule.

Goods				
Item	Notice to Begin Contract Times	Maximum	Contract	Time
		Beyond Notice (Days)		
SOLAR DRYER EQUIPMENT Delivery	Notice to Commence Fabrication of System		270	

- C. The Seller shall not commence manufacture of any Goods until the Buyer issues a Notice to Commence Fabrication. Goods shall be delivered in accordance with Article 6 of the General Conditions.
- D. It is Buyer's intent to issue a Notice to Fabricate for **SOLAR DRYER EQUIPMENT** within 365 days following final approval of shop drawings and submittals as part of the Special Services.

5.03 Liquidated Damages

- A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$350 for each day that expires after the time specified in Paragraph 5.02.A for delivery of Special Services items and \$600 for each day that expires after the time specified in Paragraph 5.02.B. The total aggregate amount of liquidated damages to be paid Seller under this Agreement shall not, in any event, exceed ~~50%~~ 10% of the Contract Price actually paid to the Buyer hereunder. Liquidated damages are Seller's sole liability and Buyer's exclusive remedy for delay. (Addendum #3)

ARTICLE 6 – CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:
 - A. A Lump Sum of \$ 219,000.00 for the Special Services.
 - B. A Lump Sum of \$ 2,457,016.00 for the Goods.
- C. The Contract Price for Goods and Special Services shall remain valid if the Buyer issues a Notice to Commence Fabrication within the timeframe noted in Article 5.02.D.
- D. Adjustment of the contract price for the Goods may be made if the Notice to Commence Fabrication is issued after the 365 days ~~following final approval of Shop Drawings and Samples following the date of bid opening (Addendum #3)~~. The contract price will be adjusted through Change Order based on the ratio of the Producers Price Index for Finished Goods of the month the Notice to Commence Fabrication is issued to the month of the Effective Date of the Agreement.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 Submittal and Processing of Payment

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 Progress Payments for Special Engineering Services

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:

Special Services		
Payment	Contract Milestone	Maximum Allowable Payment Amount
First Special Services Payment	Execution of Agreement including delivery of bonds and insurance	25 percent of the Contract price for Special Services
Second Payment Special Services	Engineer's completed review of all submittals/shop drawings with a response of No Exceptions Taken.	75 percent of the Contract price for Special Services

Goods		
Payment	Contract Milestone	Maximum Allowable Payment Amount
First Goods Payment	Notice to Commence Fabrication of all equipment	40 20 percent of the Contract price for the Goods (Addendum #3)
Second Goods Payment	Delivery to Point of Destination of all equipment.	70 percent of the Contract price for the Goods
Third Goods Payment	Completion of commissioning, startup, field services and O&M Manuals.	40 5 percent of the Contract price for the Goods (Addendum #3)
Fourth (Final) Goods Payment	Successful completion of performance testing and Services After Startup.	40 5 percent of the Contract price for the Goods (Addendum #3)

ARTICLE 8 – INTEREST

- 8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
- B. If, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement

2. Performance Bond
3. Payment Bond
4. General Conditions
5. Supplementary Conditions
6. Specifications as listed in the table of contents of the Project Manual;
7. Drawings, with each sheet bearing the following general title:

SOLAR DRYER EQUIPMENT PROCUREMENT

8. Addenda (Numbers ____ to ____, inclusive); Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A-1 to Agreement between Buyer and Seller dated ____, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.
 - b. Exhibit A-2 to Agreement between Buyer and Seller dated ____, Agreement to Assignment by Seller's Surety.
 - c. Seller's Bid, solely as to the prices set forth therein (pages ____ to ____, inclusive);
 - d. Documentation submitted by Seller prior to Notice of Award (pages ____ to ____, inclusive);
 - e. _____;
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award
 - b. Notice to Commence Fabrication;
 - c. Change Order(s);
 - d. Work Change Directive(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 *Assignment of Contract*

- A. Buyer has the right to assign this Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient ability to satisfy all of Buyer's obligations under this Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.
 - 1. The Contract will be executed in the name of Buyer initially and will be assigned to a construction contractor designated by Buyer. Such construction contractor's responsibilities will include the installation of the Goods. The assignment is expected to occur following final approval of shop drawings and submittals as part of the Special Services. As of the date of acceptance of assignment by the construction contractor, all references in the Contract Documents to Buyer shall mean the designated construction contractor.
 - 2. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under this Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the assignee.
 - 3. After assignment:
 - a. All performance warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee. However, if assignor and assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim.
 - b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties, and obligations of Engineer to assignee and Seller under this Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.
 - 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness clarifications or interpretations of the Contract Documents pursuant to the terms of Paragraph 9.02.A of the General Conditions.

- B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "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.

11.06 Limitations

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.
- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Buyer: [Signature]

By: 11/2026

Attest: Shilo Parker
City Recorder

Address for giving notice:
90 North Main Street
Tooele, UT 84074

Approved as to Form:

[Signature]
Tooele City Attorney

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

Seller: HUBER Technology, LLC

By: [Signature]
Henk-Jan van Ettehoven, President

Attest: [Signature]
Josey Chan, Contracts Engineer

Address for giving notice:
1009 Airlie Parkway
Denver, NC 28037

Agent for service of process:
Henk-Jan van Ettehoven, President

(If Seller is a corporation or a partnership,
attach evidence of authority to sign.)

Designated Representative:
Name: Ron Maiorana
Title: Regional Sales Director - West
Address: 1009 Airlie Parkway, Denver, NC 28037
Phone: 704-718-4477
Facsimile: N/A
Email: ron.maiorana@hhusa.net



EXHIBIT A-1 to Agreement Between
Buyer and Seller dated _____

**ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT;
AND ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

The Contract between Tooele City Corporation ("Buyer") and
HUBER Technology, LLC ("Seller")

for furnishing Goods and Special Services under the Contract Documents entitled **SOLAR DRYER
EQUIPMENT PROCUREMENT**

is hereby assigned, transferred, and set over to _____
("Construction Contractor"). Construction Contractor shall be totally responsible for the performance of
Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms
of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

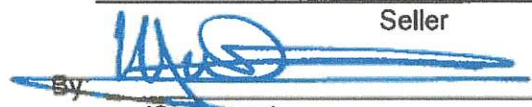
(If Buyer is a corporation, attach evidence
of authority to sign. If Buyer is a public
body, attach evidence of authority to sign
and resolution or other documents authorizing
execution of Buyer-Seller Agreement.)

Tooele City Corporation
Buyer
By: _____
(Signature) (Title)

ASSIGNMENT

ACKNOWLEDGED AND ACCEPTED BY:

(If Seller is a corporation, attach
evidence of authority to sign.)

HUBER Technology, LLC
Seller
By:  _____
(Signature) President (Title)

ASSIGNMENT ACCEPTED BY:

(If Construction Contractor is a
corporation, attach evidence of authority
to sign.)

Construction Contractor
By: _____

WAIT FOR
CONSTRUCTION CONTRACTOR
TO BE ASSIGNED BEFORE
SIGNING EXHIBIT A-1.
HOWEVER, PLEASE SIGN
PREVIOUS PAGE & PASS
ALONG. - M. J.

NOT APPLICABLE IF BONDS ARE NOT REQUIRED

EXHIBIT A-2 to Agreement Between
Buyer and Seller dated _____

AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled **SOLAR DRYER EQUIPMENT PROCUREMENT** by and between

_____ **Tooele City Corporation** _____ ("Buyer") and _____ ("Seller") may be assigned, transferred, and set over to _____ ("Construction Contractor"), in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Construction Contractor shall have all the rights of the Buyer under the Performance Bond.

(Corporate Seal)

Surety

Company: _____

By: _____

Signature and Title
(Attach Power of Attorney)

Tooele, UT - 3x Solstice Turner Spare Parts

Part No.	Part Name	Specification	Qty	Unit Price	Total Price
50933826	chain wheel	20B-1 DIN8196 d 90H8 z17 p31,75 L25	6	\$1,372.14	\$8232.84
51230785	chain wheel	DIN 8187 563GLX-1 p31,8 L2667	6	\$1,930.36	\$11,582.17
50933289	chain wheel	20B-1 DIN8196 d120H8 z36 p31,75 L30	6	\$2,738.60	\$16,431.60
714053	flange bearing	UKFC218 H2318 d80 bo190 BC220 RAL 5015	7	\$1,959.29	\$13,715.03
50878243	Nilos sealing ring	6307 ZAV	36	\$27.44	\$987.67
50879677	ring	35/ 50x5	24	\$56.90	\$1,365.60
50929826	claw coupling	Rotex 75 ZR - 60H7/89H7	6	\$2,294.49	\$13,766.93
714045	pedestal bearing housing	UCPG207 d 35 L100 W48 H93	12	\$216.27	\$2,595.22
52398934	side guide roller	D100/50 right	6	\$6,184.19	\$37,105.14
52402179	wheel axis	d30 bo14 L223	12	\$2,144.65	\$25,735.80
704876	chain	DIN 8187 20B1 p31,7 L15000	6	\$1,330.47	\$7,982.81
52404473	scraper	280/ 6 L 85 3x bo8.4	12	\$462.54	\$5,550.45
50842385	chain wheel	20B-1 DIN8196 d 35 z17 p31,75 L36 6307-2RS	18	\$1,162.97	\$20,933.41
704883	flange beargin	UKFC213 H2313 d60 bo145 BC170 RAL 5015	3	\$638.32	\$1,914.96
51370307	chain	DIN 766 8x24x26 L=1,5m	6	\$278.85	\$1,673.10
503980	ring	30/ 40x 6,5	12	\$60.11	\$721.37
711194	Nilos sealing ring	6006 ZAV/CrNi d 30 D 50,8 h2,5	24	\$34.45	\$826.76
51175975	roller	D100 d30 L 50 450kg	12	\$576.13	\$6,913.52
50924103	roller	D457 d50 L100 3260kg	12	\$3,540.49	\$42,485.91
50822018	Nilos sealing ring	3210 AV d 50 D 85,8 h3 s0,3	24	\$20.36	\$488.58
500293	brush	L 180 6D 40/65 0,6	6	\$303.44	\$1,820.67
704877	connecting link	p 31,75 DIN8187 20B1	12	\$28.67	\$344.03

HUBER is supplying the spare parts listed above at a total value of \$219,805.61, which includes 12 rollers (Part No. 50924103).

THIS PAGE INTENTIONALLY LEFT BLANK

BID FORM

**TOOELE CITY CORPORATION
TOOELE WRF 2026 UPGRADES**

(Addendum No. 1)

TABLE OF CONTENTS

	Page
ARTICLE 1 – Bid Recipient.....	1
ARTICLE 2 – Bidder’s Acknowledgements	1
ARTICLE 3 – Bidder’s Representations	1
ARTICLE 4 – Bidder’s Certification	2
ARTICLE 5 – Time of Completion	4
ARTICLE 6 – Attachments to this Bid	4
ARTICLE 7 – Defined Terms	5
ARTICLE 8 – Bid Submittal	6

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

TOOELE CITY HALL - RECORDER'S OFFICE

90 NORTH MAIN

TOOELE, UTAH, 84074

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement (00520) with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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 Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and

drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Base Bid

Schedule A: Base Bid

Item No.	Item Description	Unit	Quantity	Bid Unit Price	Bid Price
A1	Mobilization, PM, OH&P	LS	1	\$	\$
A2	Civil Site Work, Piping and Utilities	LS	1	\$	\$
A3	UV Disinfection Upgrades	LS	1	\$	\$
A4	Solar Dryer Greenhouse & Boiler Building Upgrades (Prospiant Scope) ¹	LS	1	\$999,600.00*	\$999,600.00*
A5	Solar Dryer Greenhouse & Boiler Building Upgrades (General Contractor Scope) ¹	LS	1	\$	\$
A6	Electrical, Instrumentation and Controls ²	LS	1	\$	\$
A7	Bypass Pumping and Effluent Disinfection Allowance	LS	1	\$100,000	\$100,000
TOTAL OF ALL BASE BID ITEMS:					

¹Refer to the attached Prospiant scope of work in Specification Section 01 22 00 for vendor scope and listed exclusions. All vendor exclusions fall within general contractor scope of work.

²SCADA integration by SKM under a separate contract with Owner.

*(Addendum No 1)

Schedule B: Pre-Procured Equipment

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
B1	UV Disinfection Equipment ³	LS	1	\$603,801.00	\$603,801.00
B2	Solar Dryer Equipment ³	LS	1	\$2,457,016.00	\$2,457,016.00
B3	Pre-Procured Equipment Allowance (for design modifications that occur during submittal reviews)	LS	1	\$100,000	\$100,000
B4	Pre-Procured Equipment Installation ⁴	LS	1	\$	\$
	TOTAL OF ALL PRE-PROCURED EQUIPMENT BID ITEMS:				
	TOTAL BID PRICE: SUM OF SCHEDULES A AND B:				
	TOTAL BID PRICE, IN WORDS:				

³Special services costs, used to prepare complete shop drawings and related submittals and coordination with Owner and Engineer during design will be paid for by Owner and are not included in this price.

⁴Refer to Volume IV – Pre-Procured Equipment Contract Documents for vendor scope and listed exclusions. All vendor exclusions fall within General Contractor scope of work.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Document.

4.02 Additive Alternates

- A. Bidder will complete the Work in accordance with the Contract Documents for the following price(s), see Section 01 20 00 Measurement and Payment for additional information.
- B. Unit Price as designated below.

Schedule C: Bid Additive Alternates

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
C1	Asphalt paving (HMA) — Bid Alternate areas; does not include Aggregate Base Course	SF	10,885	\$	\$
C1A	Aggregate Base Course (10 inches) beneath Bid Alternate asphalt areas (same plan limits as C1). Do not include in A2.	CY	450	\$	\$
C1B	Excavation to suitable subbase in Bid Alternate asphalt/roadway areas (basis of bid; final by field measure).	CY	340	\$	\$
C2	Landscape Rock	TON*	1,100*	\$	\$
C3	Snow Melt System (Prospiant Scope) ⁴	LS	1	\$80,000.00	\$80,000.00
C4	Snow Melt System (General Contractor Scope) ⁴	LS	1	\$	\$
C5	Wadsworth Software Upgrade ⁴	LS	1	\$122,850.00	\$122,850.00

⁴Refer to the attached Prospiant scope of work in Specification Section 01 22 00 for vendor scope and listed exclusions. All vendor exclusions fall within general contractor scope of work.

*(Addendum No 1)

ARTICLE 5 – TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement (00520).
- 5.02 Bidder accepts the provisions of the Agreement (00520) as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (for base bid);
 - B. Contractor's License No.: [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - C. Other: _____

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Contact Name and e-mail address:

Bidder's License No.:

THIS PAGE INTENTIONALLY LEFT BLANK

