

WASTEWATER TREATMENT PLANT FILTER PLC REPLACEMENT

CIP NO. 13-02-2

REQUEST FOR BIDS

**Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683
(916) 354-3700**

ADVERTISEMENT FOR BIDS

WASTEWATER TREATMENT PLANT – FILTER PLC REPLACEMENT, CIP NO. 13-02-2

Notice is hereby given that Rancho Murieta Community Services District invites bids for the Wastewater Treatment Plant - Filter PLC Replacement, CIP No. 13-02-2 at Rancho Murieta, Sacramento County, California. Sealed bids will be received until **11:45 am, October 26, 2018** at which time **they shall they will be evaluated.**

The District's right is reserved to reject all bids. Any bid not conforming to the intent and purpose of the Contract Documents may be rejected. At any time prior to **evaluation of bid**, the Owner may issue addenda to the specifications. The receipt of any addenda shall be noted on the bid and will become part of the Contract Documents.

The attention of bidders is directed to the requirements and conditions of employment to be observed and the prevailing wage rates to be paid under the Contract.



BY _____

DATE: 10/01/2018

Director of Field Operations
Rancho Murieta Community Services District

INFORMATION FOR BIDDERS

Rancho Murieta Community Services District, herein called the Owner or District, 15160 Jackson Road, P. O. Box 1050, Rancho Murieta, California 95683, will receive sealed bids for the **Wastewater Treatment Plant - Filter PLC Replacement, CIP NO. 13-02-2** until **11:45 am, October 26, 2018**, at which place and time said bids will be opened and read aloud.

Each bid should be submitted in a sealed envelope, addressed to the **Rancho Murieta Community Services District, 15160 Jackson Road, P. O. Box 1050, Rancho Murieta, CA 95683**. Each sealed envelope containing a bid must be plainly marked on the outside as **Wastewater Treatment Plant - Filter PLC Replacement, CIP No. 13-02-2**, and the envelope should bear on the outside the name of the bidder, his address, and his license number. All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

Bidders must satisfy themselves to the accuracy and completeness of their bids by examination of the site and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature or the work to be done.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated herein.

The Contract Documents for the Wastewater Treatment Plant - Filter PLC Replacement, CIP No. 13-02-2, contain the provisions required for the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated herein.

A conditional or qualified bid will not be accepted. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid. Further, the bidder agrees to abide by the requirements under the US Department of Labor Executive Order No. 11246, as amended.

The attention of bidders is directed to the requirements and conditions of employment to be observed and the prevailing wage rates to be paid under the contract. All bidders shall supply the

names and addresses of each subcontractor providing work for which each subcontract totals more than one-half of one percent of the total bid price. The subcontractors shall be listed on the appropriate forms in the contract documents.

The project manager is:

Paul Siebensohn, Rancho Murieta CSD, P. O. Box 1050, Rancho Murieta, California, 95683

Phone: (916) 354-3700, Fax: 354-2082.

e-mail psiebensohn@rmcsd.com; Secondary contact is Travis Bohannon tbohannon@rmcsd.com

All procedural and technical questions should be directed to the project manager or his designee.

Should a bidder find discrepancies in, or omissions from, the Specifications, or should he be in doubt as to their meaning, he shall at once notify the District and, should it be found that the point in question is not clearly and fully set forth a written addendum or Bulletin of Instructions will be sent to all bidders. Neither the District staff nor the District will be responsible for any oral instructions.

END OF INFORMATION FOR BIDDERS

1. BIDDING FORMS

BID

Proposal of _____ (hereinafter called Bidder), organized and existing under the laws of the State of _____, doing business as _____.*

To the RANCHO MURIETA COMMUNITY SERVICES DISTRICT, (hereinafter called Owner).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the Wastewater Treatment Plant - Filter PLC Replacement, CIP NO. 13-02-2, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor. Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time specified in paragraph SP-12 of the Special Provisions. Bidder further agrees to pay as liquidated damages, that certain sum specified in paragraph SP-13 of the Special Provisions for each consecutive calendar day.

Bidder acknowledges receipt of the following addenda:

* Insert "a corporation," "a partnership," or "and individual" as applicable.

As provided in the Information for Bidders, the Bidder hereby agrees that he will not withdraw this bid within sixty (60) consecutive calendar days after the actual date of the opening of bids and that, if the Owner shall accept this bid, the Bidder will duly execute and acknowledge the agreement and furnish, duly executed and acknowledged, the required contract bonds and insurance certificates within ten (10) days after receipt of the Notice of Award.

Bidders shall not remove and submit the bid pages separately from the volume of Contract Documents, but shall submit their bids bound with the complete volume of attached Contract Documents, including all pages correctly assembled.

Bidder agrees to perform all the work described in the Contract Documents for the following Lump Sum or unit prices:

(See Bid Schedule on the following pages.)

CONTRACT BID SCHEDULE

WASTEWATER TREATMENT PLANT - FILTER PLC REPLACEMENT CIP NO. 13-02-2

ITEM #	DESCRIPTION	COST
1	Replacement of Modicon PLC with Allen Bradley Compact Logix PLC & appurtenances	
2	Painted NEMA 4 Panel	
3	Allen Bradley Color Panel View Plus 7, 10.4"	
4	Labor	
	Total Cost	

Respectfully Submitted:

_____ Signature
 _____ Title
 _____ Company
 _____ Address
 _____ City, State
 _____ Date
 _____ Phone Number

SEAL (If Bidder is a Corporation)

 Contractor License Number Type Exp.Date

Federal Tax ID # _____

DESIGNATION OF SUBCONTRACTORS

The following is the name and location of the mill, shop or office of each subcontractor who will perform work or labor or render services to the above-signed bidder.

TYPE OF WORK	NAME	LICENSE NO.	BUSINESS ADDRESS

**"NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID"**

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid." (Public Contract Code 7106).

On this _____ day of _____, 20____, before me

_____ a Notary Public of the State of California, duly commissioned and sworn, personally appeared

_____ personally known to me and proved to me on the basis of satisfactory evidence to be the person whose name, subscribed to the within instrument and acknowledged to me that he executed the same.

Witness my hand and official seal

NOTARY PUBLIC in and for said State

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder shall state below what work of similar magnitude, character and comparable difficulty at similar rates of progress he has done, and give references that will enable the District to judge his experience, skill, and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the contract. The District will require that the Contractor have the necessary experience and ability to perform the work, and if, in the opinion of the District, any bidder does not have the requisite experience or ability, the bid of that bidder may be rejected as not responsive. The Contractor is also expected to utilize only personnel experienced with the equipment under the conditions described on this job. By signing below, the Contractor agrees to abide by this clause. Failure to comply shall be sufficient cause for termination of this contract by the District. Should this occur, the District shall withhold sufficient monies from the Contract to ensure completion of the job in a timely manner and to pay any liquidated damages due the District. By signing below, Contractor covenants, warrants and represents the following:

1. Contractor is knowledgeable and experienced in performing services comparable to the work required by District under the Contract.
2. The Work shall be performed in a manner consistent with the highest level of care and skill exercised by other contractors performing similar work.
3. Contractor is currently, and at all times during the performance of the Work will be, qualified to carry out and perform the Work by reason of the fact that Contractor and its personnel are in compliance and will continue to comply with (a) all federal, state and local licensing, registration, certification, training, environmental, and health and safety requirements governing the performance of the Work; and (b) all applicable laws, codes, ordinances, rules, regulations and requirements of federal, state, local or other authorities (collectively, "Government(al) Agencies") having jurisdiction over the Work.

Contractor understands that if Contractor is the successful bidder, the foregoing representations, warranties and covenants are a material inducement in District's retention of Contractor to perform the Work.

<u>LOCATION OF WORK</u>	<u>CONTACT PERSON</u>	<u>CONTACT PHONE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Rockwell recognized system integrator? Yes / No (circle one)

Respectfully submitted,

(Signature)

2. SPECIAL PROVISIONS

SPECIAL PROVISIONS
FOR
**WASTEWATER TREATMENT PLANT - FILTER PLC REPLACEMENT,
CIP PROJECT NO. 13-02-2**

SP-1. INTENT

The following modifications and additions are hereby made a part of these specifications and shall take precedence over any conflicting requirements stated elsewhere.

SP-2. TITLE OF PROJECT

The title of this project shall be **Wastewater Treatment Plant - Filter PLC Replacement, CIP No. 13-02-2**, and all communications, reports, drawings, and progress payment estimates connected with this project shall refer to said title.

SP-3. GENERAL

3.01 **DESCRIPTION OF WORK**

Rancho Murieta Community Service District's (RMCS D) Wastewater Reclamation Plant's tertiary filtration system is operated by an older model Modicon programmable logic controller (PLC) and panel mounted HMI originally installed by Zimpro Passavant in the early 1990s. This PLC and all associated electrical and control equipment needs to be modernized to prevent future failures, with the capability of being tied into the District's current SCADA monitoring system (future project) and expandable for future SCADA control and possible integration of a headworks facility. The PLC currently operates the RMCS D's East and West tertiary filtration plants sand filters and related equipment.

3.02 **SCOPE**

The Work to be performed under this section consists generally of furnishing all equipment, tools, materials, labor, services and operations required for modernizing the existing tertiary filter PLC, Panel, and HMI at the existing Rancho Murieta Waste Water Treatment Plant, and includes all other work necessary to complete the project in accordance with Industry Standards and Districts Standards and General Conditions.

Existing panel will be removed and replaced with a new NEMA 4 panel with all the functionality of the old panel. New PLC will now be housed inside the Wastewater Treatment Plant control room in RTU 1 panel via ethernet (see photos at end of this document). An Allen-Bradley Color Panel View Plus 7 HMI with a hinged protective cover will be installed in face of replaced panel.

PLC Programming:

- Contractor will provide the necessary PLC programming for the sand filters with all of the functionality of the existing program. The PLC program will be developed using standard methods and program locks which include, but are not limited to:
 - Automated sequence of control logic
 - Alarm handling routine
 - PLC I/O configuration
 - Filter set point management functions
 - Filter overview screen
 - Timers set point screen
 - Manual controls of valves from cell status screen(s)
 - Alarm history and handling routine

Control Panel Components

- NEMA 4 free standing panel, painted blue (Sherwin Williams SW 6797 Jay blue)
- 480v surge arrestor
- 120v surge arrestor
- 10kva control transformer
- Motor Starter protectors
- Siemens IEC Contactors
- Siemens Control Circuit Breakers
- Two (2) 15 hp IEC motor starters with overloads and fuses
- Three (3) 2hp IEC motor starters with overloads and fuses
- Two (2) Phoenix contact power supplies with one (1) redundancy module
- Newly purchased UPS providing 1 hr. minimum backup power
- Allen-Bradley Color PanelView Plus 7, 10.4"
- Phoenix Contact terminal blocks necessary with one (1) extra provided

PLC

- Allen-Bradley 5069 CompactLogix PLC or greater with rack and ethernet capability and I/O cards, and all appurtenances for operation and future tie into Rockwell Software SCADA system.

O&M Manuals

- Operations & Maintenance manuals for all equipment shall be provided in an indexed project binder along with a CD of electronic versions of the O&Ms.
 - If O&M serves for multiple versions of equipment, the one supplied must be called out.

Updated project drawings in electronic and three sets of hardcopy forms.

3.03 **QUALITY ASSURANCE**

Panels

A. References

Referenced Standards:

1. National Electrical Manufacturers Association (NEMA):
 - a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
 - b. PB 1, Panelboards.
2. National Fire Protection Association (NFPA):
 - a. 70, National Electrical Code (NEC).
3. Underwriters Laboratories, Inc. (UL):
 - a. 50, Enclosures for Electrical Equipment, Non-Environmental Considerations.
 - b. 67, Standard for Panelboards.

WIRING DEVICES

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. National Electrical Manufacturers Association (NEMA):
 - a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
 - b. WD 1, General Color Requirements for Wiring Devices.
 - c. WD 6, Wiring Devices - Dimensional Requirements.
2. Underwriters Laboratories, Inc. (UL):
 - a. 20, General-Use Snap Switches.
 - b. 498, Standard for Attachment Plugs and Receptacles.
 - c. 514A, Metallic Outlet Boxes.
 - d. 894, Standard for Switches for Use in Hazardous (Classified) Locations.
 - e. 943, Ground-Fault Circuit-Interrupters.
 - f. 1010, Standard for Receptacle-Plug Combinations for Use in Hazardous (Classified) locations.

B. Experience

Provide references for minimum of three different projects completed in the last 5 years with similar scope of work. Include name and address of project and contact person. Authorized representative must be present during all work conducted.

Preference in scoring contractors is given to Rockwell recognized system integrators.

3.04 **SUBMITTALS**

The Contractor shall provide all equipment and materials as new. Submittals must be provided for District or their representative's review prior to installation. An "or equal" device may be allowed for any component other than the PLC.

- A. **Prior to Installation, submittals should be provided electronically for the project manager's review.**
- B. **Upon completion Contractor shall include technical product data including:**
 - 1. Acknowledgement that products submitted meet requirements of standards referenced.
 - 2. Manufacturer's manual in electronic and hardcopy formats. (3 hard copies)
 - 3. Updated wiring schematics and PLC programming "as-built"
- C. **Completion & Payment Schedules**
 - 1. A schedule of work shall be submitted to the Owner beginning with the notice to proceed through completion of the project, providing milestones for completion and payments.

3.05 **DELIVERY AND STORAGE**

All materials shall be delivered to the site in the Manufacturer's sealed containers. Each container shall be labeled by the Manufacturer, and the label shall be intact upon delivery. Labels shall give the Manufacturer's name, brand, type of paint, batch number, color of paint, date of manufacture, storage life, and instructions for reducing. Job mixing or job tinting may be done when approved by the Construction Manager for sample colors. No material shall be older than 11 month from the original manufactures date.

The Contractor shall store all materials and equipment in storage protected from weather and excessive heat and cold. Necessary precautions shall be taken to reduce hazards to a minimum. Materials exceeding the storage life recommended by the Manufacturer shall be removed from the site.

3.06 **COMPLIANCE WITH REGULATORY REQUIREMENTS**

All applicable federal, state, and local regulatory agency requirements shall be complied with during the course of the work. The Contractor's attention is directed to the following list of District requirements that generally apply to Electrical and Controls work; the Contractor is responsible for identifying and complying with any other agencies or requirements not listed.

OSHA - Personnel protection during all phases of work, including exposure to airborne solvents, dust, and lead.

CAL/OSHA - Personnel protection; requirements may supersede OSHA regulations.

California Title 22 - Environmental requirements, including definition of abrasive blast materials and residue relative to hazardous waste disposal requirements.

Sacramento County Air Quality Management District – environmental requirements for limiting airborne emissions from equipment, products, and methods of operations.

5.04 **WARRANTY**

The Contractor shall guarantee all work unless otherwise noted for a period of one (1) year following the date of final acceptance by RMCS D. All issues with workmanship and programming shall be rectified by the Contractor at no cost to RMCS D in accordance with this specification and to the satisfaction of RMCS D or their appointed representative. A final retention of five (5) percent the total project cost will be retained to ensure contractor complies with one (1) year inspection findings if necessary. If no issues are discovered, or issues are resolved by contractor, final retention will be released based on acceptance of District.

SP-10. SCHEDULE AND COOPERATION WITH OTHERS

The Contractor shall proceed as soon as possible after the Notice to Proceed has been issued. No formal schedule is necessary for this project. Work will commence within the regular business hours of the District and recognize Holidays. Coordination with the project manager will suffice.

SP-11. METHOD OF FINANCING AND PROGRESS PAYMENTS

The work under this Contract will be paid for on a cash basis, by monthly progress payments and final payments. The Contractor shall submit to the owner his estimate for a progress payment. The Owner will retain ten percent (5%) of the estimated value of the progress payment as part security for fulfillment of the Contract by the Contractor. Contractor hereby authorizes District to deduct or withhold from amounts payable to Contractor in connection with the Contract, all amounts for which District is allegedly, or actually becomes, liable by reason of (i) Contractor's acts or omissions in performing, or failing to perform, its obligations under the Contract; or (ii) by reason of any indebtedness which shall appear to be, or is, the basis for a claim against District. District shall also be entitled to withhold a sum equivalent to the amount required to remedy any occurrences, which have been remedied or caused to be remedied by District, and for which Contractor is responsible to District under the Contract. Failure of District to exercise such right or the exercise of such right to deduct or withhold shall not, however, affect the obligation of Contractor to perform its obligations under the Contract.

SP-12. TIME OF COMPLETION

The Contractor performing the work will need to fully complete the Work, including testing, by March 30, 2019. Notice to Proceed will include an expected start date agreed upon with awarded contractor at District's discretion.

SP-13. LIQUIDATED DAMAGES

Liquidated damages shall be **One-Hundred Dollars (\$200.00) per day** past the completion date set forth in accepted schedule.

SP-14. INSURANCE

The Contractor shall furnish insurance certificates in accordance with this Section SP-14. The Contractor shall procure, maintain and keep in force at all times during the term of the Contract,

at its sole expense, the following:

Fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor, and all subcontractors, as their respective interests may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the contract documents to fully compete the project.

The Contractor will not be required to provide insurance against damage to the project caused by "Acts of God," as defined in California Government Code Section 4150. The Contractor will, however, be responsible for restoring any damage caused by the elements or natural forces that does not fall within the definition of "Act of God," and all applicable insurance required by the Contract shall include coverage for such damage.

An errors and omissions policy of insurance in the amount of at least TWO HUNDRED THOUSAND DOLLARS (\$200,000.00).

SP-15. WAGE SCALE

In accordance with the provisions of Section 1170 and 1773 of the Labor Code, the District has determined that general prevailing rate of wages are required for labor. These rates are set as per California Department of Industrial Relations for Sacramento County. Website: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

SP-16. ACCESS

The Contractor shall provide access to the site for the personnel of the District, inspection personnel, and other construction forces at all time during the construction. The work site will be available for commencement of work from 7am-6pm daily, not including holidays.

SP-17. JOINT VENTURES

Joint venture bids will not be allowed.

SP-18. LAYDOWN AND STORAGE AREA

The District will make available a site within the fenced area of the reclamation plant for storage as needed by the Contractor. The Contractor shall limit his laydown and storage activities to this area and shall keep the gate locked at all times during non-construction hours.

SP-19. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply fully, and not perform any work that is not in accordance with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority. If Contractor fails to comply fully, or performs any work contrary to such laws, Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.

SP-20. RISK OF LOSS

The Work shall be under the Contractor's responsible care and charge until its completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part thereof by causes of any nature whatsoever. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damage to any portion of the Work or the materials occasioned by any cause per State, County, and District laws, codes, and regulations, and shall bear the entire expense thereof.

SP-21. INDEMNIFICATION

The Contractor shall also be responsible for the following:

1. Indemnity as to Liens and Claims

Contractor shall pay promptly, when due, for all labor and materials used in, or specifically fabricated for, the prosecution of the Work. Contractor shall indemnify, protect, defend and save harmless the District and Engineer (including their officers, agents, members, employees, affiliates and representatives), and each of them ("Indemnitees") of and from, any and all claims, demands, suits, causes of action, liabilities, losses, liens, judgments, damages, costs (including court costs and reasonable attorneys' fees incurred by the Indemnitee) and expenses suffered or incurred as a result of Contractor's failure to pay for labor and/or material used in connection with, or specifically fabricated for, the Work performed by Contractor hereunder. Said indemnity shall survive the termination of the Contract.

2. Indemnity as to Liabilities

Contractor shall indemnify, protect, defend and save harmless each Indemnitee of and from any breach of any representation or warranty of Contractor contained in the Contract. In addition, Contractor shall defend, indemnify and hold each Indemnitee harmless from and against any and all costs, claims, damages (including consequential damages), demands, liens, settlements, losses, actions, legal or administrative proceedings, and liabilities of any kind or nature whatsoever (including, without limitation, reasonable attorneys' and consultants' fees, laboratory costs and litigation costs) resulting from, but not limited to, (i) property damage or destruction, whether the same be to third persons, an Indemnitee, or Contractor or its personnel; (ii) sickness, disease, death, personal or bodily injury to persons, whether they be third persons, or employees of an Indemnitee, or of Contractor or its personnel; (iii) actual or alleged contamination, pollution, or public or private nuisance, including without limitation, any and all liability relating to the emission, discharge, disposal, management, monitoring, containment, cleanup, handling, storage, treatment, transportation or disposal of lead or any other hazardous waste, substance or material and the cost of any required or necessary repair, cleanup, removal or detoxification; and (iv) actual or alleged violation of law or of orders, regulations, requirements, or demands of governmental agencies, including, but not limited to,* the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), Environmental Protection agency NESHAPS (40 CFR 61 Subparts A & M), and the laws and regulations set forth in these Special Provisions which in any manner arise out of, or are incident to, or are in connection with, the Work or the Contract except to the extent

that such actual or alleged violation arises out of the negligence or willful misconduct of the particular party to be indemnified, in which case Contractor's obligation with respect to such party shall be proportionally reduced to the extent of such party's comparative negligence. The obligations set forth in this Special Provision are subject to any limitations provided at law. Notwithstanding any other provision of the Contract, the indemnification and defense obligations of Contractor under this Special Provision shall survive the termination of the Contract.

It is expressly understood and agreed that Contractor shall, at its own cost, expense and risk, defend any and all suits, actions or proceedings (including formal and informal administrative proceedings) that may be brought against an Indemnitee (with attorneys acceptable to the Indemnitee being defended) by reason of any act or omission against which Contractor has indemnified the Indemnitees. If Contractor shall fail to do so, each Indemnitee shall have the right to defend same and charge all direct and incidental costs of such defense to Contractor, including court costs and actual attorneys' fees and costs. The foregoing obligations shall survive the termination of the Contract.

**** END OF SECTION ****

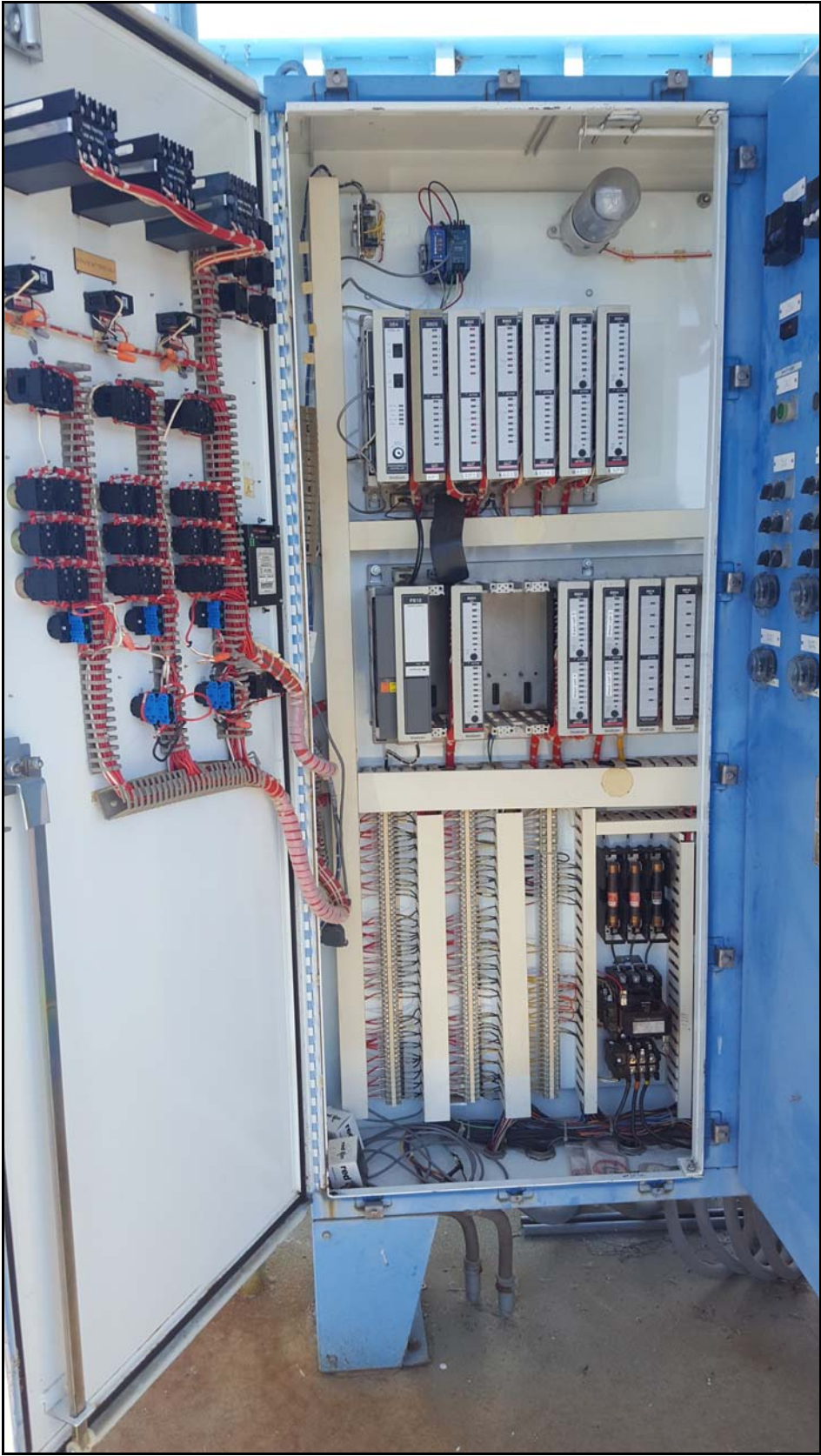
SITE PHOTOS

Existing PLC cabinet and PLC – Outside view

Distant view:



Existing PLC cabinet and PLC – Inside view

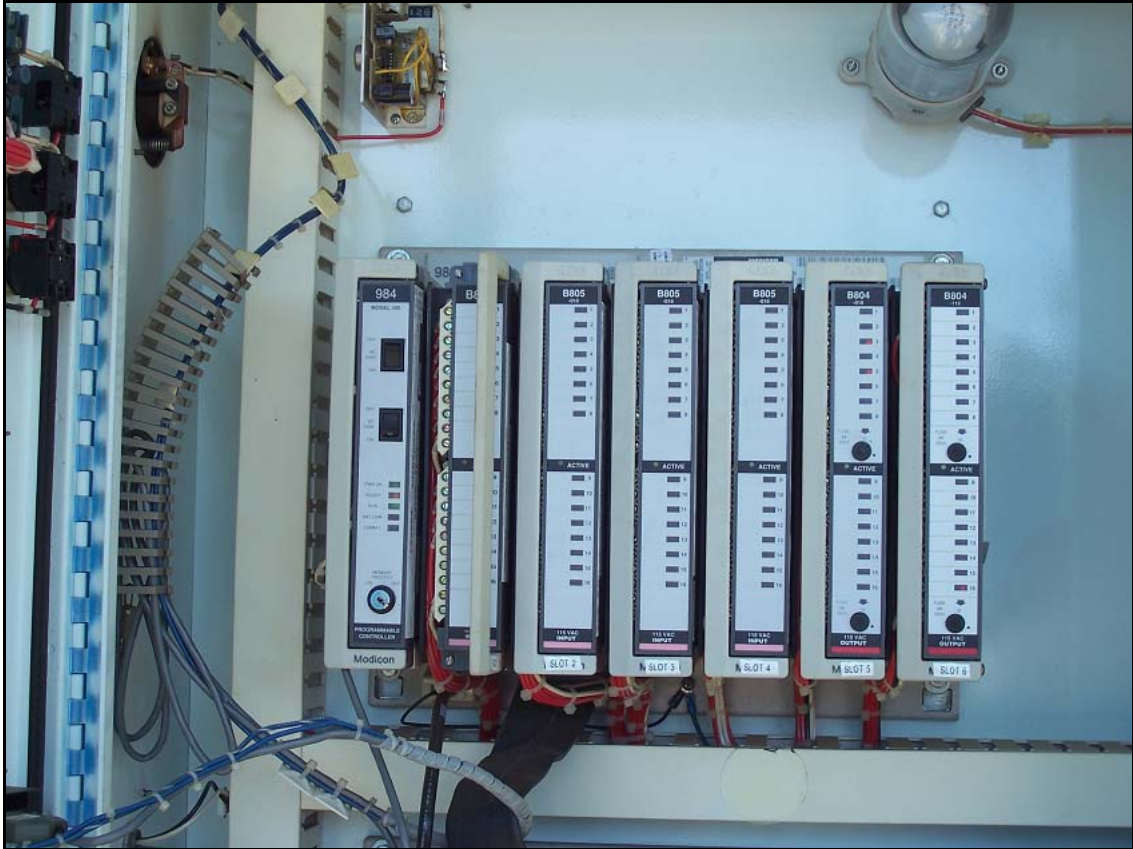


Close Up View of Panel 1:

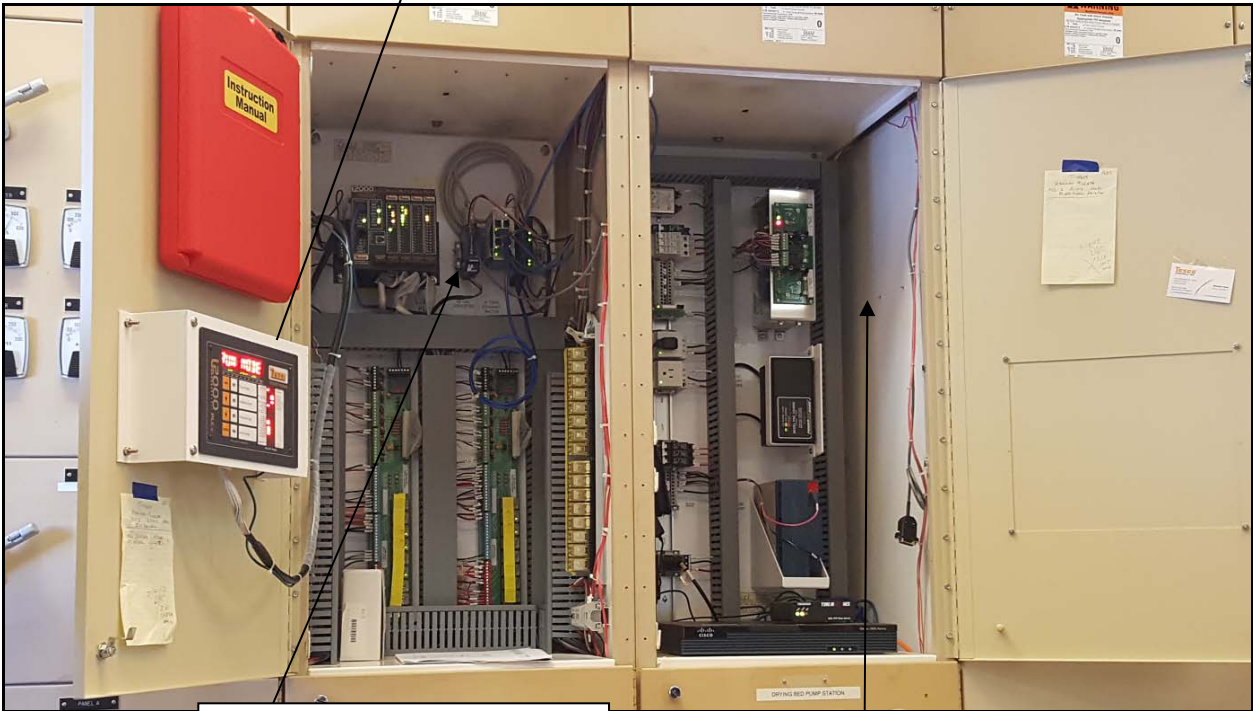


HMI

Modicon PLC rack:



Inside MCC buckets for TESCO L2000 PLC:



Ethernet connection to Filter PLC

New PLC inside here

Attachment 1

I/O Schematic from Hydroclear