



**City of Hailey, Idaho**

**Public Works Department  
115 S. Main St, Hailey, ID 83333  
(208) 788-9830**

**Contract Documents and Specifications**

**HAILEY WOODSIDE  
WATER RECLAMATION FACILITY  
SCADA CONTROL PANEL UPGRADE**

**May 3, 2021**

**Prepared by:**

**HDR Engineering, Inc.  
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John Barrutia, PE**

## INVITATION TO BID

The City of Hailey, Idaho, is accepting sealed bids at the office of the City Clerk, 115 Main St. S, Hailey, Idaho 83333, until 2:00 p.m., local time, Wednesday, May 26, 2021, for the following project:

### **HAILEY'S WOODSIDE WRF SCADA CONTROL UPGRADE**

At 2:00 p.m. on the same day, all bid proposals will be opened publicly and read aloud in the Hailey City Hall council chambers.

The proposed Work includes upgrading existing plant control panels with Rockwell CompactLogix platform. Several existing panels control various portions of the treatment process. Processes include: Aqua-Aerobics cloth media filter, Trojan Technologies ultraviolet disinfection, JetTech SBR's, and four (4) remote pumping stations located within the City of Hailey. The work includes reconstructing the panel with new components and PLC's and replicating the control logic (programming) for each process. Work also includes connection to four (4) remote pump stations and will require new pump station control panels at each location with new PLC platforms (Rockwell CompactLogix) and GE MDS (or equal) secure IP/Ethernet capable radio system to the Woodside WRF SCADA system.

The contract documents, plans and specifications may be obtained at the City of Hailey Public Works Department, 115 Main St. S, Hailey, Idaho 83333. The contract documents, plans and specifications may also be obtained via email by contacting Nancy Arellano at the City of Hailey: (208) 788-9830 x1 or [nancy.arellano@haileycityhall.org](mailto:nancy.arellano@haileycityhall.org).

A mandatory site visit is required of each bidder. Coordinate with Nancy Arellano. Understanding the existing control system completely can only be accomplished by seeing the existing panels and understanding the controls. Questions regarding the contract documents or scope of work should be submitted in writing to [nancy.arellano@haileycityhall.org](mailto:nancy.arellano@haileycityhall.org) with cc to [jbarrutia@dcengineering.net](mailto:jbarrutia@dcengineering.net) and [brad.bjerke@hdrinc.com](mailto:brad.bjerke@hdrinc.com).

Bidders must hold a valid Idaho Public Works License prior to the bid due date. Bidders must submit a list of all subcontractors with their bid.

Any objections to the contents or terms of the contract documents, plans and specifications shall be raised no later than three (3) days prior to the bid opening date and time.

The City of Hailey reserves the right to reject any and all bids.

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Mary Cone, City Clerk

Publish dates May 12, 2021 and May 19, 2021.

## INSTRUCTIONS TO BIDDERS

### **BID PROPOSALS**

The City of Hailey, Idaho, is accepting sealed bids at the office of the City Clerk, 115 Main St. S, Hailey, Idaho 83333, **until 2:00 p.m., local time, Wednesday, May 26, 2021**, for the following project:

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The Bidder must hold a valid Idaho Public Works License prior to the bid due date. The Bidder must submit a list of all subcontractors with their BID PROPOSAL.

The BID PROPOSAL must be submitted in a sealed envelope, plainly marked on the outside as:

"HAILEY'S WOODSIDE WRF SCADA CONTROL UPGRADE"

If forwarded by mail, the sealed envelope containing the BID PROPOSAL must be enclosed in another envelope addressed to the HAILEY PUBLIC WORKS DEPARTMENT, in care of the receiving office.

The BID PROPOSAL 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.

The CITY OF HAILEY may waive any informalities or minor defects or reject any and all BID PROPOSALS. Any BID PROPOSAL may be withdrawn prior to the above scheduled time for the opening of BID PROPOSALS or authorized postponement thereof. Any BID PROPOSAL received after the time and date specified shall not be considered. No Bidder may withdraw a BID PROPOSAL within 20 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the CITY OF HAILEY and the Bidder.

The Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of the Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to the Bidder's BID PROPOSAL. The Bidder must satisfy themselves of the accuracy in the BID PROPOSAL by examination of the site and a review of the drawings and specifications including ADDENDA. Any objections to the contents or terms of the contract documents, plans and specifications shall be raised no later than three (3) days prior to the bid opening date and time.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the CITY OF HAILEY, 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 AGREEMENT.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the CITY OF HAILEY, will be required for the faithful performance of the contract. Attorneys-in-fact who sign PERFORMANCE BONDS or PAYMENT BONDS must file with each bond a certified and effective dated copy of their power of attorney.

A conditional or qualified BID PROPOSAL will not be accepted.

The CITY OF HAILEY reserves the right to reject any or all BID PROPOSALS, and to postpone the award of the CONTRACT for a period not to exceed sixty (60) days.

## INSTRUCTIONS TO BIDDERS (continued)

### **SUCCESSFUL BIDDER, NOTICE-OF-AWARD, EXECUTION OF AGREEMENT, and NOTICE-TO-PROCEED**

The Bidder to whom the CITY OF HAILEY issues a NOTICE-OF-AWARD is deemed the "Successful Bidder."

The CITY OF HAILEY may make such investigations as deemed necessary to determine the ability of the Successful Bidder to perform the WORK, and the Successful Bidder shall furnish to the CITY OF HAILEY all such information and data for this purpose as the CITY OF HAILEY may request. The Successful Bidder shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS, if requested to do so by the CITY OF HAILEY. The CITY OF HAILEY reserves the right to reject any the Successful Bidder's BID PROPOSAL if the evidence submitted by, or investigation of, the Successful Bidder fails to satisfy the CITY OF HAILEY that the Successful Bidder is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

The CITY OF HAILEY shall include with the NOTICE-OF-AWARD the necessary agreement and bond forms. Within seven (7) calendar days from the date when the NOTICE-OF-AWARD is delivered to the Successful Bidder, the Successful Bidder will be required to execute the AGREEMENT and provide the acceptable PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATE OF INSURANCE. If the Successful Bidder is unable to execute the AGREEMENT, as described, the CITY OF HAILEY may consider the Successful Bidder in default.

The CITY OF HAILEY, within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATE OF INSURANCE, and AGREEMENT, signed by the Successful Bidder to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return an executed duplicate of the AGREEMENT to the Successful Bidder. Should the CITY OF HAILEY not execute the AGREEMENT within this ten (10) day period, the Successful Bidder may, by written notice, withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY OF HAILEY. Upon execution of the AGREEMENT, the Successful Bidder is deemed the "CONTRACTOR."

The CITY OF HAILEY shall issue the NOTICE-TO-PROCEED immediately following execution of the AGREEMENT by the CITY OF HAILEY. Should there be reasons why the NOTICE-TO-PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the CITY OF HAILEY and CONTRACTOR. If the NOTICE-TO-PROCEED has not been issued after sixty (60) days of the bid opening or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout as if written therein in full.

### **PROJECT DESCRIPTION**

The proposed Work includes:

This is a lump sum price basis project and the Contractor shall verify and confirm all quantities. Refer to the Bid documents for additional information.

Construction MUST be completed before the date specified in the agreement or liquidated damages will be enforced. The successful Contractor will be responsible for providing a work schedule with one week increments, and diligently following said schedule. The Contractor shall schedule a pre-construction meeting with the OWNER, to be held prior to commencing construction.

Questions regarding the contract documents or scope of work should be submitted in writing to [nancy.arellano@haileycityhall.org](mailto:nancy.arellano@haileycityhall.org).

# BID FORM

## PROJECT IDENTIFICATION:

CITY OF HAILEY  
HAILEY'S WOODSIDE WRF SCADA CONTROL UPGRADE

## THIS BID IS SUBMITTED TO:

City of Hailey  
115 Main St. S  
Hailey, ID 83333

**1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY OF HAILEY 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.

**2.01** The undersigned Bidder accepts all of the terms and conditions of the Advertisement and/or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the opening of Bid Proposals, or for such longer period of time that Bidder may agree to in writing upon request of the CITY OF HAILEY.

**3.01** In submitting this Bid, the undersigned Bidder represents, as set forth in the AGREEMENT, that:

A. The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initial</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. The Bidder has visited the project site and become familiar with and is satisfied as to the general, local and project site conditions that may affect cost, progress, and performance of the WORK.

C. The Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the WORK.

D. The Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the project site. The Bidder acknowledges that the CITY OF HAILEY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.

E. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

F. The Bidder is aware of the general nature of work to be performed by the CITY OF HAILEY and others at the project site that relates to the WORK as indicated in the Bidding Documents.

G. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the project site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. The Bidder has given the City of Hailey Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City of Hailey Engineer is acceptable to the Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the WORK for which this Bid is submitted.

**4.01** The Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; The Bidder has not solicited or induced any individual or entity to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the CITY OF HAILEY.

**4.02 Construction Schedule Coordination:** The Bidder, after receipt of NOTICE-TO-PROCEED, shall coordinate with the City of Hailey Engineer to verify the proposed construction start date as indicated in the Agreement. The Contractor shall schedule a pre-construction meeting with the City of Hailey Engineer, to be held prior to commencing construction.

**5.01 LUMP SUM BID:** The Bidder will complete the WORK in accordance with the Contract Documents for the following price:

PROJECT: WOODSIDE WRF SCADA CONTROL UPGRADE

LUMP SUM BID PRICE: \$\_\_\_\_\_.

LUMP SUM AMOUNT WRITTEN IN WORDS

\_\_\_\_\_ Dollars

**6.01** The Bidder agrees that the WORK will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the AGREEMENT.

**6.02** The Bidder accepts the provisions of the AGREEMENT as to liquidated damages in the event of failure to complete the WORK within the times specified above, which shall be stated in the AGREEMENT.

**7.01** The following information is included in this bid package:

- A. Instructions to Bidders
- B. Bid Form
- C. Notice of Award
- D. Agreement
- E. Payment Bond

- F. Performance Bond
- G. Certificate of Insurance
- H. Notice to Proceed
- I. Contract Documents by HDR Inc. and DC Engineering, Inc. dated May 7, 2021 titled "HAILEY'S WOODSIDE WRF SCADA CONTROL UPGRADE"

**7.02** The following documents are attached to and made a condition of this Bid:

A. The Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract; and

B. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors).

C. The Bidder and the Bidder's subcontractors must hold a valid Idaho Public Works License prior to the bid due date. The Bidders must submit a list of all subcontractors with their bid.

SUBMITTED on \_\_\_\_\_, 2021.

Idaho Public Works Contractor License No. \_\_\_\_\_.

Expiration Date \_\_\_\_\_.

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
 \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_.



A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Limited Liability Company

Limited Liability Company Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Attest \_\_\_\_\_  
(Signature of Member/Manager)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

State of Organization: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_.

# NOTICE OF AWARD

Dated: \_\_\_\_\_

[Certified Mail -- Return Receipt Requested]

TO: \_\_\_\_\_  
(BIDDER)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contract: **HAILEY'S WOODSIDE WRF SCADA CONTROL UPGRADE**

(Insert name of Contract as it appears in the Bidding Documents)

Project: City of Hailey's Woodside WRF SCADA Control Upgrade

OWNER's Contract No. N/A

You are notified that your Bid dated \_\_\_\_\_ 2021, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the Woodside WRF SCADA Control Upgrade project.

The Contract Price of your Contract is \$ \_\_\_\_\_  
( \_\_\_\_\_ dollars)

written

One (1) copy of the proposed Contract Documents and one (1) copy of the Construction Drawings accompany this Notice of Award.

You must comply with the following conditions upon receipt of this Notice of Award.

1. Deliver to the CITY OF HAILEY one (1) fully executed copy of the Contract Documents within seven (7) calendar days of this Notice of Award.
2. Deliver with the executed Contract Documents the Contract security (Bonds) and Certificate of Insurance as specified in this document within fourteen (14) calendar days of this Notice of Award.

3. (List other conditions precedent).

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

Within fourteen (14) calendar days after you comply with the above conditions, the CITY OF HAILEY will return to you one fully executed counterpart of the Contract Documents.

City of Hailey  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

Mayor  
(TITLE)

AGREEMENT

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Hailey, Idaho, hereinafter called "CITY OF HAILEY" and \_\_\_\_\_, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:  
**HAILEY'S WOODSIDE WRF SCADA CONTROL UPGRADE.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence work no later than 60 days after Notice to Proceed. All work must achieve substantial completion by 180 days after Notice to Proceed ("Date of Substantial Completion"), unless otherwise extended by the CONTRACT DOCUMENTS. Final completion shall follow Substantial Completion by 30 days.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:

\_\_\_\_\_ \$ \_\_\_\_\_  
 (written) (insert numbers)

as shown in the submitted BID PROPOSAL.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - 5.01 INSTRUCTIONS TO BIDDERS
  - 5.02 BID FORM
  - 5.03 NOTICE OF AWARD
  - 5.04 AGREEMENT
  - 5.05 PAYMENT BOND
  - 5.06 PERFORMANCE BOND
  - 5.07 CERTIFICATE OF INSURANCE
  - 5.08 NOTICE TO PROCEED
  - 5.09 CONTRACT DOCUMENTS BY HDR ENGINEERING AND DC ENGINEERING DATED MAY 7, 2021 TITLED "HAILEY'S WOODSIDE WRF SCADA CONTROL UPGRADE"
  - 5.10 CITY OF HAILEY STANDARD DRAWINGS AND SPECIFICATIONS - NA
  - 5.11 IDAHO STATE PUBLIC WORKS CONSTRUCTION STANDARD SPECIFICATIONS - NA

6. *Retainage.* The CITY OF HAILEY will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Five-percent (5%) retainage will be held from each payment. Retainage will be released upon Certification of Substantial Completion.

7. *Liquidated Damages.* The CITY OF HAILEY and CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY OF HAILEY will suffer financial loss if the WORK is not completed within the times specified in paragraph 3 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the CITY OF HAILEY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY OF HAILEY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY OF HAILEY five hundred dollars (\$500.00) for each day that expires after the Date of Substantial Completion, or any proper extension thereof granted by the CITY OF HAILEY. Same shall hold true for the Liquidated Damages related to Final Completion.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, deemed an original on the date first above written.

OWNER:

**CITY OF HAILEY, IDAHO**

BY: \_\_\_\_\_  
Martha Burke, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Mary Cone, Clerk

CONTRACTOR:

\_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_

# Payment Bond

Any singular reference to Contractor, Surety, Owner (CITY OF HAILEY) or other party shall be considered plural where applicable.

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CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors

OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.



# Performance Bond

Any singular reference to Contractor, Surety, Owner (CITY OF HAILEY) or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied

liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**NOTICE TO PROCEED**

Dated \_\_\_\_\_

TO \_\_\_\_\_  
(CONTRACTOR)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract: HAILEY'S WOODSIDE WRF SCADA UPGRADE  
(Insert name of Contract as it appears in the Contract Documents)

You are hereby notified to commence WORK on \_\_\_\_\_ in accordance with the AGREEMENT, and you are to complete the WORK by \_\_\_\_\_, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

You are required to return an acknowledged copy of this NOTICE-TO-PROCEED to the CITY OF HAILEY.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF HAILEY  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

MARTHA BURKE, MAYOR  
(TITLE)

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 10**  
**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. General:
1. Furnish all labor, materials, tools, equipment, and services as indicated in accordance with provisions of Contract Documents.
  2. It is the intent of the Contract Documents to describe a functionally complete project. Furnish and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, complete, and functional installation.

**1.2 WORK COVERED BY CONTRACT**

- A. The Work of this Contract under the Base Bid generally includes the following:
1. Base Bid:
    - a. Modify existing plant Filter/UV main control panel to replace existing PLC, power supply, and associated I/O modules with a Rockwell CompactLogix platform.
    - b. Modify existing Riverside Pumping Station MTU panel to replace existing PLC and associated I/O modules with a Rockwell CompactLogix platform and software, and replace existing serial spread spectrum radio with new GE MDS (or equivalent) secure IP/Ethernet capable radio.
    - c. Modify existing four (4) remote pump station control panels to replace existing controllers with new Rockwell CompactLogix platform and software, and replace existing serial spread spectrum radio with new GE MDS (or equivalent) secure IP/Ethernet capable radio.
    - d. Retain and protect all other identified control panels, but provide required network interface and protocol conversion as required to maintain associated SCADA functionality.
    - e. Develop updated SCADA control network diagram showing all network interfaces to new and existing network elements. Develop control panel layout drawings, panel bill of materials, and panel schematic/wiring diagrams for each modified panel. Procure materials and construct UL508A panels and connect to existing/new wiring as required.
    - f. Provide programming, integration, and commissioning of the new upgraded elements.
    - g. Provide record drawings and O&M manuals for all components.
- B. The Work of this Contract under the Alternate Bid generally includes the following:
1. Alternate Bid:
    - a. None.

**1.3 WORK BY OTHERS**

- A. The plant must remain fully operational during the transition to the new equipment and systems. Any required outages of parts of the treatment process must be coordinated in advance with the Hailey WRF superintendent.

**1.4 WORK SEQUENCE**

- A. Organize and plan the construction activities to assure the safety and reliability of and to minimize the interruption to the treatment system, electric system and all other utilities.
- B. The proposed Work sequence shall be submitted to the Engineer in the Schedule of Construction.
1. Coordinate all outages with Owner. Brief control outages will be allowed with proper planning and temporary systems in place (if necessary).
  2. Schedule shall contain:

- a. Preparation of Submittal drawings for engineer's review (assume 2-week review by Engineer)
- b. Panel fabrication
- c. Programming
- d. Panel installation
- e. Panel commissioning and troubleshooting
- f. Record drawings
- g. O&M manual

**1.5 OWNER OCCUPANCY**

- A. Owner will occupy the premises during the entire period of construction for the conduct of his normal operations. Coordinate with Owner in all construction operations to minimize conflicts and to facilitate Owner usage.

**1.6 PARTIAL OWNER OCCUPANCY**

- A. Schedule operations to complete certain areas of the Work, as designated below, to enable Owner's occupancy prior to Substantial Completion of the entire Work.

**1.7 OUTAGES**

- A. Organize and plan the construction activities so that the number and length of any required outages shall be minimized.
- B. An outage to any portion of the plant shall require specific approval of the Owner. The Owner reserves the right to reject any request for an outage.
- C. In some cases it may be necessary, at Contractor's expense, to schedule the Work during a period when the outage would have minimal impact on treatment.
- D. Provide the Owner at least 72 HRS notice in advance of any requested outage so that the Owner may advise and coordinate the outage.

**1.8 OWNER-FURNISHED PRODUCTS**

- A. Products furnished and paid for by Owner shall be as follows:
  - 1. None.
- B. Contractor shall:
  - 1. None.

**1.9 CONTRACTOR-FURNISHED PRODUCTS**

- A. Furnish all products, other than Owner-furnished products designated above.
- B. Components required to be supplied in quantity within a specification section shall all be the same and shall be interchangeable.
- C. Unless otherwise indicated in the Contract Documents, provide materials and equipment that:
  - 1. is produced by reputable manufacturers having adequate experience in the manufacture of these items; and
  - 2. Is designed for the service intended; and
  - 3. have not been previously been incorporated into another project or facility; and
  - 4. have not changed ownership since their initial production or fabrication and shipment from the manufacturer's factory or facility; and
  - 5. if stored since their manufacture or fabrication, have, while in storage, been properly maintained and serviced in accordance with the manufacturer's recommendations for long-term storage; submit documentation under the relevant technical section that such maintenance and service has been performed; and
  - 6. have not been subject to degradation or deterioration since manufacture; and
  - 7. are the current model(s) or type(s) furnished by the Supplier and only modified as necessary to comply with the design.

### **1.10 PERMITS AND LICENSES**

- A. The Contractor shall apply for and obtain the following permits and approvals for the Work:
  - 1. Building Permit (paid by Owner)
- B. Obtain, at his expense, all other permits and licenses necessary for the construction of the Work in accordance with City of Hailey code.

### **1.11 PHASING**

- A. Contractor shall be responsible for determining implementation of the new system with the existing system.
- B. The implementation of new control panels and related accessories with existing equipment is critical to overall plant operation.

### **PART 2 - PRODUCTS - (NOT USED)**

### **PART 3 - EXECUTION - (NOT USED)**

**END OF SECTION**

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## SECTION 11 – DEFINITION OF WORK

### Hailey Woodside WRF SCADA Control Upgrade

#### Project Background:

The Hailey Wastewater Treatment Plant Filter Building contains the following five (5) control panels all located in the Filter/UV Building.

- Filter/UV main control panel (Rockwell Automation SLC505 PLC and associated I/O). The HMI computer and software were recently upgraded and are compatible with latest Rockwell Automation PLC technology.
- JetTech Sequencing Batch Reactor (SBR) control panel (Rockwell SLC505 PLC, associated I/O, and SBR computer board).
- Filter Control Panel (DirectLOGIC 205 Koyo PLC and associated I/O)
- UV Control Panel (Trojan microprocessor controller)
- Riverside Pumping Station MTU (Rockwell Automation SLC503 PLC and GE MDS 9810 serial unlicensed spread spectrum radio for connectivity to four remote pump stations and associated control panels). The four remote pump stations are as follows:
  - River pump station (on/off, level, seal fail, generator run). PLC type unknown.
  - Electra pump station (on/off, level, seal fail, generator run). PLC type unknown.
  - Snowfly pump station (level, on/off). PLC type unknown.
  - Haviland pump station (level, on/off). PLC type unknown.

#### Bidding Information/Requirements

- Record drawings of existing control system elements are presently not available.
- Potential bidders are expected to visit the project site to examine the identified elements, and to understand all associated hardware, software, and programming requirements, configurations, cutover constraints, outage limitations, wiring requirements, protocol conversion requirements, etc. to successfully execute the overall scope of work.
- Proposal shall include the following:
  - Preliminary bill of materials.
  - Preliminary schedule for:
    - Hardware purchasing, fabrication, and assembly
    - Factory acceptance testing
    - Equipment shipment.
    - Equipment installation.
    - System cutover, startup, and/or going on-line for each major system
    - Schedule for Systems Integrator activities.

#### Scope of Work:

- Modify existing plant Filter/UV/SBR main control panel to replace existing PLC, power supply, and associated I/O modules with a Rockwell CompactLogix platform. The HMI program is currently using the old-style PLC tags and will need to be reprogrammed for the new PLC, so assume every HMI tag will need to be recreated and assigned.
- Modify existing Riverside Pumping Station MTU panel to replace existing PLC and associated I/O modules with a Rockwell CompactLogix platform and software, and replace existing serial spread spectrum radio with new GE MDS (or equivalent) secure



## SECTION 11 – DEFINITION OF WORK

### Hailey Woodside WRF SCADA Control Upgrade

IP/Ethernet capable radio. Upgrade the radio antenna, cabling, and surge protection as required for the new radio.

- Modify existing four (4) remote pump station control panels to replace existing controllers with new Rockwell CompactLogix platform and software, and replace existing serial spread spectrum radio with new GE MDS (or equivalent) secure IP/Ethernet capable radio. Upgrade the radio antenna, cabling, and surge protection as required for the new radio.
- Retain and protect all other identified control panels, but provide required network interface and protocol conversion as required to maintain associated SCADA functionality.
- Develop updated SCADA control network diagram showing all network interfaces to new and existing network elements.
- Develop control panel layout drawings, panel bill of materials, and panel schematic/wiring diagrams for each modified panel.
- Procure materials and construct UL508A panels and connect to existing/new wiring as required.
- Provide programming, integration, and commissioning of the new upgraded elements.
- All work shall be performed to minimize process outages
- Record drawings shall be developed of control panel after checkout and startup. Record drawings shall include layout and arrangement, PLC's, bill of materials that enumerates all devices, schematic/elementary diagrams depicting all control devices and circuits and their functions, and interconnecting wiring.
- Provide operation and maintenance manuals for all PLCs, I/O modules, and communication equipment.
- Provide a 2-year onsite warranty.

END OF SECTION