

**MONTGOMERY COUNTY PUBLIC SERVICE AUTHORITY
BID FORM**

**PROJECT: TOW-BRO Secondary Clarifier Replacement Project
Elliston-Lafayette Wastewater Treatment Plant, 5229 Enterprise Drive, Elliston, Virginia
Project Number 16-04**

In Compliance with the Invitation to Bid dated June 30, 2015, inviting bids to be received until July 22, 2015, the undersigned hereby proposes to furnish the plant, labor, materials, and equipment and perform all work for the above described project in strict accordance with the Contract Documents, including all addenda thereto, and the Drawings, in consideration of the prices set forth in the Schedule of Prices, and agrees, upon receipt of written notice of an award of the Contract that he will execute the Contract in the form stipulated, in accordance with this bid as accepted, and will furnish to the OWNER a performance bond and a payment bond with good and sufficient surety or sureties, as required by the Contract Documents, at the time the Contract is executed.

SCHEDULE OF PRICES

BASE BID

ITEM NO.	ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Removal and Replacement of 20 ft. Diameter TOW-BRO Secondary Clarifiers Complete	2 Each		

BASE BID PRICE \$ _____

BASE BID IN WRITTEN FORM: _____

DOLLARS

1. The Bidder agrees that all unit prices include installation complete.
2. The Bidder further agrees that if awarded the Contract, Bidder will commence the work within ten (10) calendar days after receipt of written Notice to Proceed, and that Bidder will complete the work within a total contract completion time of sixty (60) calendar days. Bidder agrees that contract time shall commence on the date of receipt of the Notice to Proceed stipulated in the Contract Documents.
3. The Bidder fully understands that if this bid is accepted, the failure or refusal to execute the Contract with and furnish to the Montgomery County Public Service Authority the required Bonds, within ten (10) consecutive calendar days from the receipt of written notice from the Office of the Purchasing Department, the Bid Security shall be forfeited to the Montgomery County Public Service Authority as liquidated damages.

4. The undersigned agrees, if this Bid is accepted, to pay as liquidated damages the sum of two Hundred Dollars (\$200.00) per day to the Montgomery County Public Service Authority for each consecutive calendar day in excess of the stated time required for substantial completion of the work.

ADDENDA: Receipt of the following addenda to the Contract Documents are hereby acknowledged:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Registered Virginia Contractor's Number _____

Firm _____

By _____ Title _____

Business Mailing Address:

City _____ State _____ Zip Code _____

Business Street Address:

City _____ State _____ Zip Code _____

Telephone No. _____ FAX No. _____

-END OF BID FORM -

**TOW-BRO SECONDARY CLARIFIER REPLACEMENT PROJECT
MONTGOMERY COUNTY PUBLIC SERVICE AUTHORITY**

1.0 SCOPE

- A. This specification covers removal of existing rotating metal components of the two (2) 20 ft. diameter TOW-BRO Secondary Clarifiers and replacement with new metal components supplied by the Montgomery County Public Service Authority (OWNER) per the included project drawings V15-1077-100, 101, 102, 103, 104 and 107 (WORK). Changes to the original clarifiers include a new flange to the torque tube for future drive change out, different manifold with new standard seal, and flush device for the trough.
- B. WORK will be performed at the Elliston-Lafayette Wastewater Treatment Plant (WWTP) which will be in full operation during the WORK. CONTRACTOR shall perform the WORK without interruption to WWTP operation. The OWNER shall approve all storage, stockpile, etc. areas as requested by the CONTRACTOR as needed to perform the WORK.
- C. CONTRACTOR shall furnish all supervision, labor, tools, materials, lubricants/oil, equipment, scaffolding and/or other items as required to complete the WORK to provide fully functioning clarifiers. WORK shall include dynamic balancing of the rotating components so that the components rotate without misalignment in all axis.
- D. WORK shall be conducted to maintain one secondary clarifier in operation at all time.
- E. WORK shall be complete sixty (60) days after award of contract (excluding weather days where work cannot be performed). A two hundred (\$200) dollar per day penalty shall be charged per day for every day over this time.
- F. Only two progress payments shall be allowed. One-half of the Lump Sum Payment may be paid upon completion of the first clarifier and acceptance by the OWNER and the remainder paid upon successful completion of the second clarifier and acceptance by the OWNER.
- G. CONTRACTOR shall furnish OWNER one set of marked-up project drawings showing as-built conditions and labeled "As-Built Drawings." The as-build drawings shall reflect any differences from the original project drawings and to the same level of detail and units of dimension as the project drawings.

2.0 MATERIALS

A. GENERAL:

- 1. Materials for replacement are to be supplied by OWNER per EVOQUA Water Technologies Quotations No. Q1501076 and No. Q1501077 (copy enclosed).

2. Structural steel components shall be carbon steel Hot Dip Galvanized (HDG) per ASTM 123. Anchor bolts and equipment fasteners shall be 316 Stainless Steel or as identified on the project drawing V15-1077-107. Connector torque shall be per enclosed sheets I-70 and I-71 from American Bolt Corporation.

B. ACCESS TO WORK AREA:

1. CONTRACTOR shall coordinate with OWNER for access to WORK area. WORK shall only be performed during normal operating hours of the WWTP (8:00 am to 4:30 pm) unless specifically approved otherwise.

C. PREPARATION OF WORK AREA:

1. OWNER shall be responsible for de-watering and initial wash down of clarifier and basins prior to the commencing of any WORK by the CONTRACTOR.
2. The CONTRACTOR shall be solely responsible for any additional clarifier and basin de-watering; cleaning and debris/material removal as required once OWNER releases said clarifier and basins to the CONTRACTOR for WORK. Disposal of any liquid waste shall be approved by WWTP staff prior to disposal.
3. CONTRACTOR shall be responsible for installing plugs, sump pumps and other devices as needed in order to keep tanks dry and removal of said equipment after completion of WORK.
4. Protection of equipment and materials not being replaced; remove, mask, or otherwise protect hardware, lighting fixtures, switch-plates, aluminum surfaces, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not included in work. Openings in motors, blowers, pumps, etc., shall be masked to prevent dust, debris or other materials from entering.

D. ERECTION NOTE:

1. Erection of new TOW-BRO Clarifier components shall be per included project drawings V15-1077-100, 101, 102, 103, 104 and 107.
2. Corrections of minor misfits resulting in a reasonable amount of cutting and reaming are considered a part of erection.
3. Any error which prevents assembly by moderate use of drift pins, cutting, or welding shall be immediately reported to the OWNER. Work shall not proceed until correction or change is approved by OWNER.

E. PAINTING AND REPAIRS TO METAL SURFACES:

1. All machined or otherwise bare metal surfaces shall be thoroughly smoothed and cleaned prior to coating.
2. All shafting and exposed machined surfaces to receive one (1) coat of corrosion inhibitor and one coat of paint matching existing color. Proposed corrosion inhibitor and paint products shall be submitted to OWNER for approval prior to use.

3.0 INSPECTIONS

1. All WORK shall be subject to inspection during the course of each workday. Inspections will include hold points between each phase. The inspectors shall have the authority to stop or allow WORK to continue based on outcome of inspection, (pass/fail).
2. Inspection by OWNER, or the waiver of inspection of any particular portion of the WORK shall not be construed to relieve the CONTRACTOR of his/her responsibility to perform the WORK in accordance with these specifications.

4.0 STARTUP AND ACCEPTANCE OF CLARIFIERS

1. Clarifier startup and performance demonstration shall be successfully executed prior to acceptance of WORK by OWNER.
2. CONTRACTOR shall coordinate manufacturer inspection and certification of the final installation and start-up of clarifier with EVOQUA factory representative and OWNER at least two (2) working days in advance.
3. No testing or equipment operation shall take place until it has been verified by the OWNER that all components are properly installed/connected and oil/lubrication added.
4. In the event the performance demonstration is declared a failure by the OWNER, all necessary alteration, adjustments, repairs or replacements shall be made before another performance demonstration is attempted.
5. The clarifier shall not be operated in a manner which subjects the equipment to conditions outside of normal operating conditions for which it was designed.
6. The OWNER shall furnish all operating personnel (other than CONTRACTOR's service personnel) needed to operate equipment to perform the demonstration; however OWNER's personnel will perform equipment operation under CONTRACTOR's direct supervision. This procedure will continue until demonstration are successful and new clarifiers are accepted by the OWNER.

5.0 QUALITY ASSURANCE

A. QUALIFICATIONS:

1. CONTRACTOR shall be fully qualified to perform WORK herein specified and regularly engaged in projects of similar scope. A minimum of two similar projects per year for the last five years. CONTRACTOR shall provide name of similar projects in Virginia along with project name and contacts.

B. SAFETY:

1. Work shall be performed in strict accordance with the safety recommendations of the latest revision of the OSHA regulations for Construction. CONTRACTOR shall provide and require use of personnel protective equipment for persons working in or about the project site. In addition, workers engaged in or near the WORK shall wear

ear, eye and other protection devices meeting the requirements of latest OSHA Regulations.

C. WASTE DISPOSAL:

1. CONTRACTOR shall remove all existing metal clarifier components and neatly stockpile on site at a location identified by the OWNER such that the stored materials do not interfere with the operation of the WWTP. All removed components shall be cut into sections no longer than ten feet (10') in length and four feet (4') in width. If available, OWNER may supply a dump truck for CONTRACTOR to place metal components into for later hauling by OWNER.
2. CONTRACTOR shall do a thorough cleanup of the work site daily.

D. DAMAGE TO EXISTING MCPSA PROPERTY:

1. CONTRACTOR shall protect all existing MCPSA Property from damage and provide necessary WORK for such operation. CONTRACTOR shall be held responsible for any damage to existing MCPSA property including lawn/seeding, MCPSA vehicles, personal vehicles, structures, roadways, materials or equipment because of CONTRACTOR operations and shall repair or replace any damaged structures, material or equipment to the satisfaction of and at no additional cost to the OWNER.

E. WARRANTY

1. CONTRACTOR shall warrant and guarantee that all WORK will be of good quality, performed in a workmanlike manner, free from faults or defects and in accordance with the contract documents and any inspection, tests, or approvals.
2. When directed by OWNER, CONTRACTOR shall promptly, without cost to OWNER and as specified by the OWNER, correct defective WORK and replace it with non-defective WORK.
3. CONTRACTOR shall warranty to the OWNER and guarantee all WORK as specified herein against any defects resulting from the improper installation, equipment, or workmanship for one (1) year commencing on the date of final acceptance of the project.

END OF SECTION



Send Orders to: Evoqua Water Technologies
 Envirex Products
 Aqua-Lator Systems & Services
 2607 N. Grandview Blvd., Suite 130
 Waukesha, WI 53188

Sales Quote

Quote Date	Revision #	Page #
3/24/2015		1
Print Date	Orig. Contract	
3/24/2015	H117681	
End-User / Installation Name		
BOB FRONK		
Customer Quote #		

Quotation #	Attention:
Q1501076	BOB FRONK
	PH: 540-381-1997
	FX:

Bill To:
74587
MONTGOMERY CNTY PUBLIC SRV[VA]
SUITE 1D
755 ROANOKE STREET
CHRISTIANSBURG VA 24073

Ship To:
74587
MONTGOMERY CNTY PUBLIC SRV[VA]
ELLISTON LAFAYETTE WWTP
5229 ENTERPRISE DRIVE
ELLISTON VA 24087

Please Direct Questions, Comments or Inquiries to:

Local Representative: HEYWARD INCORPORATED (VA)	Evoqua Account Manager: Doug Pimlott
Phone: 804/965-0086	Phone: 262-521-8468
Fax: 804/270-7863	Fax: (262) 521-8249
Prices are in effect for: 30 days	Email: douglas.pimlott@evoqua.com
Stock item lead time contingent upon availability	Payment Terms: N30
Freight Terms: FOB FACTORY / LEAST EXPENSIVE FREIGHT ALLOWED	Minimum Order Value: \$50.00

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
0001	1		Nitr Seal 24898	20.00	EA	20.00	2-4 Weeks
0002	1		Nitr Seal 24910	31.00	EA	31.00	2-4 Weeks
0003	1		Nitr Seal 39933	51.00	EA	51.00	
0004	1		Nitr Seal 39923	39.00	EA	39.00	2-4 Weeks
Total Sales Price:						\$141.00	

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Douglas Pimlott

Quotation Submitted by Evoqua:

(Signature)

Doug Pimlott

(Name)

(262) 521-8468

(Telephone)

(262) 521-8249

(Fax)

Evoqua has implemented procedures to be in accordance with the Sarbanes-Oxley Act of 2002. These procedures require a signed confirmation from the buyer of the intent to purchase.

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto. NO TERMS AND CONDITIONS OTHER THAN THOSE ATTACHED TO THE END OF THIS QUOTATION WILL APPLY UNLESS MUTUALLY AGREED TO BY EVOQUA WATER TECHNOLOGIES. EVOQUA RESERVES THE RIGHT TO REJECT ANY ADDITIONAL REQUIREMENTS OR CONDITIONS, OR TO ADJUST ITS PRICE IF NECESSARY TO ACCOMMODATE ANY REQUESTED CHANGES.

Accepted by Buyer:

Acknowledged by Seller:

MONTGOMERY COUNTY PSA

Evoqua

(Company Name)

(Company Name)

By: *[Signature]*

By: *[Signature]*

Print Name: ROBERT C. FRANK

Print Name: DOUG PIMLOTT

Date: 4/17/15

Date: 04/23/2015

PLEASE VISIT OUR WEBSITE AT www.evoqua.com FEATURING:

- Online Quotation Request
- Service Requests
- Order Status Requests
- General Information Requests

OR CALL 1-800-931-1755

***** IMPORTANT OFFER *****

We offer no-charge plant audits and provide upgrade and modernization programs that can compliment and enhance your plant efficiency. Call Gina Alberti at 262-521-8511.

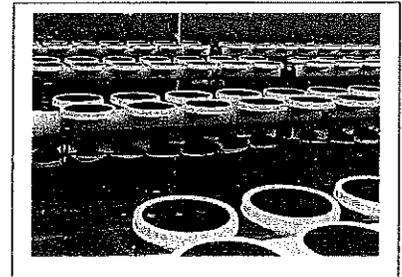
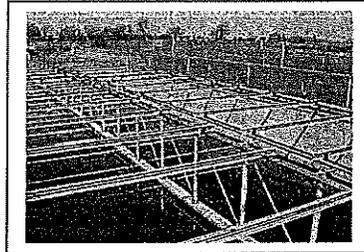
EVOQUA

Envirex Products

Aftermarket Parts and Field Service Capabilities

For Top Quality *Envirex* Replacement Parts, or Field Service on your Equipment:

- Clarification
- DAF
- Digestion
- Skimming
- Flocculation
- Aeration/Oxidation
- Biological
- Gas Safety
- Air Diffusion
- Chain and Scraper Collectors



For more information on any of our Equipment or Aftermarket Capabilities, please call one of our Evoqua Account Managers (by state):

Laurel Fracaro - IL (Southern), MI, MO (Eastern), TX, WI. (262) 521-8498

Brenda Ludwikowski - CA, CO, AZ, HI, IN, KY, NM, NV, OH (Southern), TN, siphons. (262) 521-8379

Doug Pimlott - AL, AR, DC, DE, FL, GA, LA, MD, MS, NC, SC, VA. (262) 521-8558

Ken Spencer - Asia/ Pacific, Canada, Mideast/Europe, Latin America. (262) 521-8415

Greg Weston - AK, IA, ID, IL (Northern), KS, MN, MO (Western), MT, ND, NE, OK, OR, SD, UT, WA, WY.
(262) 521-8218

Ross Youngell - CT, MA, ME, NH, NJ, NY, OH (Northern), PA, RI, VT, WV, Drive Retrofit/Rebuild (262)
521-8471

Or Call toll free 1-800-931-1755 or Fax (262) 521-8249 Please refer to this mailer when calling

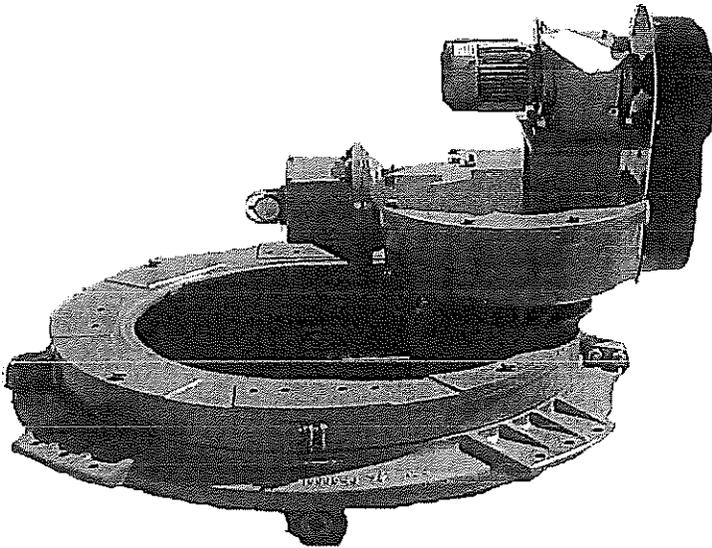
EVOQUA WATER TECHNOLOGIES

2607 N. Grandview Blvd, Suite 130
Waukesha, WI 53188
www.evoqua.com

Tel: (262) 547-0141
Fax: (262) 547-4120

CLARIFIER DRIVE REBUILD

REBUILT DRIVES YOU CAN
DEPEND ON WHEN DOWN TIME
IS *NOT* AN OPTION



- New units in stock for immediate delivery
- Discounted Price
- One year warranty
- Quick & trouble-free drive replacement
- Onsite inspection and free services

EVOLUTION

2607 N. Grandview Blvd

Suite 130

Waukesha, WI 53189

Questions?

Please contact Gina Alberti at 262-521-8511.

QUOTATION NO. Q1501077	RE: Montgomery County PSA	DATE: 03/24/2015
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Subject: Clarifier Rehab

Attention: Bob Fronk

Evoqua Water Technologies LLC proposes to sell and ship F.O.B. Evoqua shipping point with freight allowed to the jobsite, the following equipment in accordance with the Conditions of Sale shown on the following page.

ITEM NO.	QUANTITY	DESCRIPTION	PRICE
1	2	Replacement parts for Circle clarifier	67,467

Evoqua will not supply any O & M Manual information in a format that can be changed by the customer or end user. In like manner, the drawings that accompany our O & M Manual can be sent in an electronic format, but they will be in a secure unchangeable format.

QUOTATION VALID: This quotation is valid for a period of Ninety (90) days unless extended in writing by Evoqua.

All of the information set forth in this quotation (including drawings, designs and specifications) is confidential and/or proprietary and has been prepared for your use solely in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by you, for other purposes is expressly prohibited without our prior written consent.

PAYMENT AND PRICE TERMS: The terms of payment are Net 30 after shipment of materials to the jobsite.

FOR FURTHER INFORMATION: Questions relative to this quotation should be directed to our area sales representative:

Doug Pimlott
Evoqua Water Technologies
2607 N Grandview Blvd. Suite 130
Waukesha, WI 53188
Tel: 262-521-8468
Fax: 262-521-8272

Evoqua Water Technologies LLC

2607 N. Grandview Blvd.
Suite 130
Waukesha, WI 53188

Tel: (262) 547-0141
Fax: (262) 547-4120
www.evoqua.com

QUOTATION NO. Q1501077	RE: Montgomery County PSA	DATE: 03/24/2015
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Equipment herein proposed is eligible for payment under Section 35.938.6(b) of the EPA Grant Regulations.)

Evoqua Water Technologies LLC prices do not include Import Duties, sales, use, VAT, excise or other similar taxes unless expressly stated in this quotation. If this project is subject to Sales Tax, you will be invoiced for taxes at the current rate of sales tax for your jobsite location, at the time of invoice issuance. If this project is not subject to Sales tax, please send your Tax Exempt Certificate with the issuance of any ensuing P.O. to Seller.

EQUIPMENT: Evoqua shall furnish One Clarifier identical to contract H117681 replacing in kind the previously mentioned contract.

The Structural steel components shall be carbon steel Hot Dip Galvanized per ASTM 123.

EXCLUDED: . **ITEMS NOT FURNISHED BY EVOQUA:** The items listed below will not be furnished by Evoqua, unless stated otherwise in this quotation, in which case that item in this list is superseded. Evoqua price includes only those items listed within the describing section of this quotation.

- Electrical, hydraulic, or pneumatic controls.
- Wiring of motors or controls, control panels, or panel supports.
- Piping, valves, wall sleeves, gates, drains, weirs, baffles.
- Concrete, grout, mastic, sealing compounds, shims.
- Lubricants, grease piping, grease gun.
- Machinery or bearing supports, shims.
- Detail shop fabrication drawings.
- Tools or spare parts.
- Equipment offloading and installation of any kind.
- Underwriters Laboratory inspection of electrical controls.
- Special written process performance.

SCHEDULE: Materials shall be shipped 14 to 16 weeks after an agreed upon purchase order.

CLARIFICATIONS: The Drive assemblies are out of scope and shall be re-used. Weirs and Baffles are to be reused. All piping in and out of the clarifier shall be re-used. All materials kept as is shall be blasted and painted by others. Evoqua will provide a modified torque with a standard ANSI flange to allow quick adaptation to new drive if the existing were to fail. Bridge will be re-used and is out of scope.

MANUALS: Evoqua shall not provide new O and M manuals for this project as the drives are being re-used.

QUOTATION NO. Q1501077	RE: Montgomery County PSA	DATE: 03/24/2015
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WARRENTY: Evoqua shall warrant all materials provided for 1 year from the day the materials are installed and the client accepts the materials.

FIELD SERVICE: Evoqua shall furnish 2 trips 3 days for start up and commissioning.

Quotation Submitted by Evoqua Water Technologies LLC: ***Douglas Pimlott***

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.

Accepted by Buyer: 
MONTGOMERY COUNTY PSA
 Company Name

By: ROBERT C. FRANK

Date: 4/17/15

Acknowledged by Seller:
 Evoqua Water Technologies LLC

By: _____

Date: _____

**QUOTATION NO.
Q1501077**

RE: Montgomery County PSA

DATE: 03/24/2015

Evoqua Water Technologies LLC appreciates the opportunity to provide this quotation for your consideration, and looks forward to doing business with you!

Quotation submitted by Evoqua Water Technologies LLC

(Signature)

(Name)

(Phone)

(Fax)

Signature below indicates acceptance of this quotation, include the Standard Terms of Sale attached hereto.

Accepted by buyer:

Acknowledged by seller:

Evoqua Water Technologies LLC

(Company Name)

By: _____

By: _____

Date: _____

Date: _____

PLEASE VISIT OUR WEBSITE AT www.evoqua.com FEATURING:

- Online Quotation Requests
- Service Requests
- Order Status Requests
- General Information Requests

OR CALL 1-800-931-1755

QUOTATION NO. Q1501077	RE: Montgomery County PSA	DATE: 03/24/2015
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QUOTATION NO.
Q1501077

RE: Montgomery County PSA

DATE: 03/24/2015

PARTS STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval. These terms are completely independent from, and in no way contingent upon, when you receive payment, from the Owner and/or prime contractor.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 12 months from shipment (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. In the event buyer wishes to return material for credit – A return material authorization (R.M.A.) must be issued from the seller before any return. Equipment to be returned must be in new condition, suitable for restocking and resale. Non stock items are not returnable. Items invoiced over 12 months prior are not returnable. Restock fee of 25% of item value applies. Return freight and associated costs are for the account of the buyer.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY UNDER THE WARRANTY AND UNDER THE AGREEMENT TO PURCHASE EQUIPMENT, ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. In the case of International Sales the following applies:
Reservation Clause. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment and Services provided under the Contract, including any export license requirements. Buyer agrees that such Equipment and Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all time. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
12. Miscellaneous. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Pennsylvania without regard to its conflict of laws provisions.
13. Unless stated to the contrary, services of a Field Service Technician are not included in our offer.

TORQUE

SUGGESTED ASSEMBLY TORQUE VALUES							WORKING TORQUE			
	SAE GRADE 2 -6"		SAE GRADE 5		SAE GRADE 8		18-8 SS	316 SS	BRASS	SILICON BRONZE
Diam & Thrds Per Inch	Dry FT. LB.	LUB FT. LB.	Dry FT. LB.	LUB FT. LB.	Dry FT.LB.	LUB FT. LB.	IN LBS	IN LBS	IN LBS	IN LBS
1/4-20	5.5	4.2	8	6.3	12	9	75.2	78.8	61.5	68.6
1/4-28	6.3	4.7	10	7.2	14	10	94.0	99.0	77.0	87.0
5/16-18	11	8	17	13	24	18	132	138	107	123
5/16-24	12	9	19	14	27	20	142	147	116	131
3/8-16	20	15	30	23	45	35	236	247	192	219
3/8-24	23	17	35	25	50	35	259	271	212	240
7/16-14	32	24	50	35	70	50	376	393	317	349
7/16-20	36	27	55	40	80	60	400	418	327	371
1/2-13	50	35	75	55	110	80	517	542	422	480
1/2-20	55	40	85	65	120	90	541	565	443	502
9/16-12	70	55	110	80	150	110	682	713	558	632
9/16-18	80	60	120	90	170	130	752	787	615	697
5/8-11	100	75	150	110	210	160	1110	1160	907	1030
5/8-18	110	85	170	130	240	180	1244	1301	1016	1154
3/4-10	175	130	260	200	380	280	1530	1582	1249	1416
3/4-16	200	140	300	220	420	310	1490	1558	1220	1382
7/8-9	170	125	430	320	600	450	2328	2430	1905	2140
7/8-14	180	140	470	350	670	500	2318	2420	1895	2130
1-8	250	190	640	480	910	680	3440	3595	2815	3185
1-14	280	210	720	540	1020	760	3110	3250	2545	2885

Torque is a twisting force. Torque is applied to your watch stem when you wind your watch. Torque causes rotation of a shaft, or it will set up a twist in a stationary shaft. It is generally expressed in foot pounds or in inch pounds.

A wrench on a shaft - or a string wrapped around a wheel or pulley - will give an accurate torque reading. Use a scale to determine the pounds of pull and a rule to measure the radius. Compute the inch or foot pounds or force by using the formula.

The formula for torque is $T = R \times S$ where R=Radius of Length of Lever S=Pounds of Pull on Scale

Properly fastened threaded products achieve their holding power from the tension (or torque) that is derived from the mating of the external and internal threads subject to the elastic limit of the material.

What torque to apply is a generally asked question, but the answer depends on the variabls of material, threads, class of fit, method of thread manufacture, and thread lubrication - in any. These values in the chart are offered only as a guide.

TORQUE

Suggested Tightening Torques for ALLOY 1960 Inch Series Socket Head Cap Screws

Nominal Size	Tightening Torque (in FT-LB)	
	UNRC	UNRF
1/4	17	19
5/16	35	38
3/8	62	70
7/16	100	109
1/2	150	172
5/8	283	317
3/4	500	562
7/8	688	767
1	1040	1080

Listed tightening torques are 75 percent of the torque to yield based on ASTM 574. Tightening torques are only recommended for proper applications.

Suggested Tightening Torques for other ALLOY Socket Screw Products (INCH-POUND)

Nom Size	Basic Screw Diameter	Flat Head		Button Head		Shoulder Scs	Low Head
		Tightening Torque					
1/4	.250	100	110	100	110	50	77.9
5/16	.312	200	220	200	220	125	156.0
3/8	.375	350	400	350	400	265	273.0
7/16	.437	560	625				428.0
1/2	.500	850	1000	850	1000	470	615.0
5/8	.625	1700	1900	1700	1800	1150	1315.0
3/4	.750	3000	3200			2000	
7/8	.875	5000	5400				
1	1.000	8000	7600			4000	

TOW-BRO SECONDARY CLARIFIER REPLACEMENT PROJECT MONTGOMERY COUNTY PSA CHRISTIANSBURG, VA

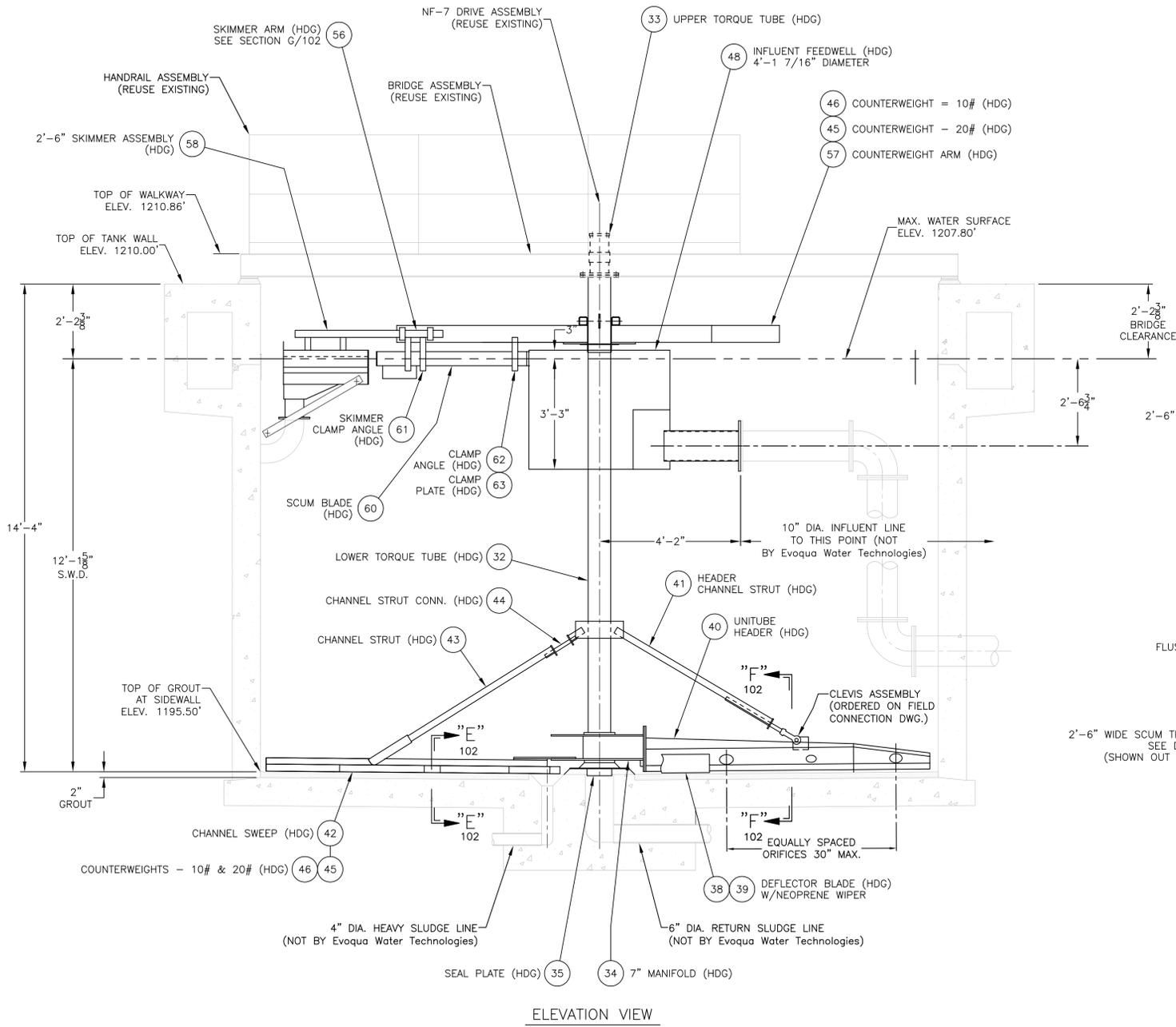
(2) 20'-0" DIAMETER TOW-BRO CLARIFIERS

<u>DRAWING NO</u>	<u>REV</u>	<u>DESCRIPTION</u>
V15-1077-100	0	GENERAL ARRANGEMENT - COVER SHEET & DRAWING LIST
V15-1077-101	0	GENERAL ARRANGEMENT - PLAN & ELEVATION VIEWS
V15-1077-102	0	GENERAL ARRANGEMENT - SECTION & DETAIL VIEWS
V15-1077-103	0	GENERAL ARRANGEMENT - MANIFOLD ANCHOR LOCATIONS
V15-1077-104	0	GENERAL ARRANGEMENT - SPECIFICATION SHEET

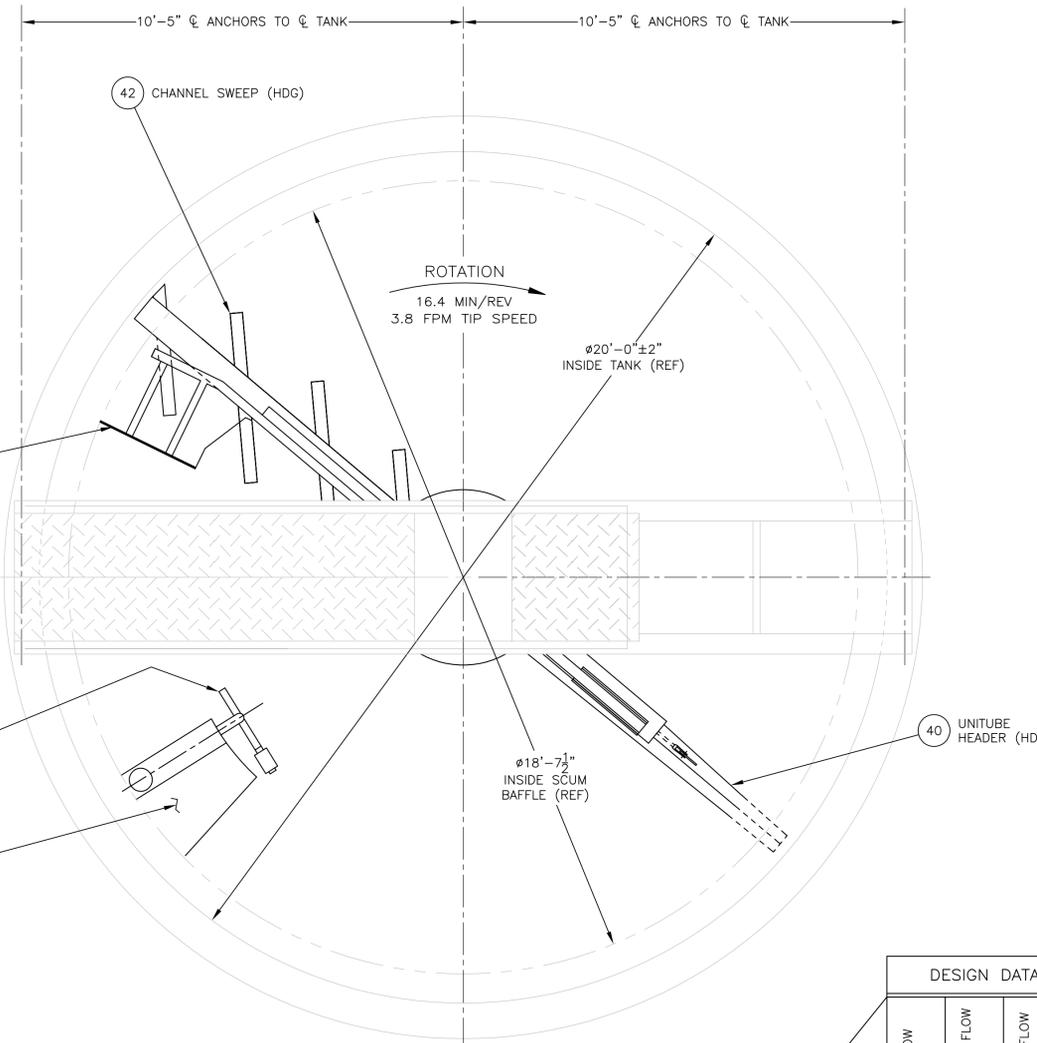
ORIGINAL CLARIFIER EQUIPMENT SUPPLIED PER ENVIREX PROJECT H117681-03 (1984)
EVOQUA SALES ORDER SO# 525423 REPLACEMENT OF BOTH CLARIFIERS, LESS DRIVE, BRIDGE, HANDRAILING WEIRS AND BAFFLES AND AS DESCRIBED ON DRAWINGS V15-1077-100 THRU 104.

ISSUED FOR CONSTRUCTION
DATE: 6/15/2015

<small>DIMENSIONS IN INCHES UNLESS SPECIFIED</small> <small>TOLERANCES UNLESS OTHERWISE SPECIFIED</small> TWO (2) PLACE DEC. ±.06 THREE (3) PLACE DEC. ±.005 ANGULAR ±.50' STRUCTURAL DIMENSIONS ± 1/16 MACHINED SURFACES 250/√	<small>COMPANY CONFIDENTIAL</small> <small>DOCUMENT AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF EVOQUA AND/OR ITS AFFILIATES. THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN ARE PROPRIETARY TO EVOQUA AND ARE SUBMITTED IN CONFIDENCE. THEY ARE NOT TRANSFERABLE AND MUST BE USED ONLY FOR THE PURPOSE FOR WHICH THE DOCUMENT IS EXPRESSLY LOANED. THEY MUST NOT BE DISCLOSED, REPRODUCED, LOANED OR USED IN ANY OTHER MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF EVOQUA. IN NO EVENT SHALL THEY BE USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF EVOQUA. ALL PATENT RIGHTS ARE RESERVED. UPON THE DEMAND OF EVOQUA, THIS DOCUMENT, ALONG WITH ALL COPIES AND EXTRACTS, AND ALL RELATED NOTES AND ANALYSES, MUST BE RETURNED TO EVOQUA OR DESTROYED, AS INSTRUCTED BY EVOQUA. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT CONSTITUTES AGREEMENT TO THESE TERMS.</small>	<small>DESIGNER</small> HEINEN <small>CHECKER</small> JANISZEWSKI <small>ENGINEER</small> SCHNEIDER <small>MANAGER</small> PIMLOTT <small>FILE:</small> NEW <small>SCALE:</small> NA	<small>DATE</small> 6/8/15 <small>DATE</small> 6/8/15 <small>DATE</small> 6/8/15 <small>DATE</small> 6/8/15 <small>DATE</small> 6/8/15	<small>TITLE</small> GENERAL ARRANGEMENT - COVER SHEET (2) 20'-0" DIA. TOW-BRO CLARIFIERS SECONDARY CLARIFIERS T-107A & T-107B <small>CLIENT</small> MONTGOMERY COUNTY PUBLIC SERVICE AUTHORITY CHRISTIANSBURG, VA WATER TECHNOLOGIES WAUKESHA, WI 262-547-0141														
<small>STD: BORDER-0106-24X36D1</small> <small>INTL. REF:</small>		<small>06/15/2015 - 9:46 AM</small> <small>BAR = 1" AT PLOT SCALE</small>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><small>REV</small></td> <td><small>DESCRIPTION</small></td> <td><small>DATE</small></td> <td><small>DWN</small></td> <td><small>CHKD</small></td> <td><small>APVD</small></td> <td><small>ECN</small></td> </tr> <tr> <td> </td> </tr> </table>	<small>REV</small>	<small>DESCRIPTION</small>	<small>DATE</small>	<small>DWN</small>	<small>CHKD</small>	<small>APVD</small>	<small>ECN</small>							
<small>REV</small>	<small>DESCRIPTION</small>	<small>DATE</small>	<small>DWN</small>	<small>CHKD</small>	<small>APVD</small>	<small>ECN</small>												
<small>PROJECT</small> SO# 525423 <small>CODE</small> 4003 <small>DRAWING</small> V15-1077-100 <small>SHEET</small> OF <small>REV</small> 0		<small>SCALE:</small> NA																



ELEVATION VIEW



PLAN VIEW

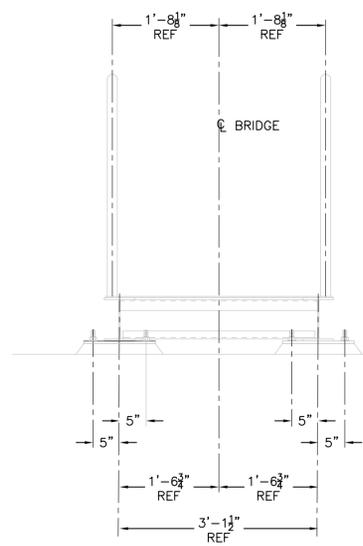
DESIGN DATA (FOR ONE TANK)					
	EFFLUENT FLOW (MGD)	RETURN SLUDGE FLOW (MGD)	MIXED LIQUOR FLOW (MGD)	UNITUBE HEADER	
				HEADLOSS (FT)	VELOCITY (FPS)
MINIMUM	.	0.032	.	0.216	1.7265
AVERAGE (DESIGN)	.	.	.	⊗ MAX	⊗ MAX
MAXIMUM	.	0.124	.	0.4455	⊗ MAX
HYDRAULIC PEAK	.	.	.	⊗ MIN	⊗ MIN

64 FIELD MATERIAL HARDWARE LIST

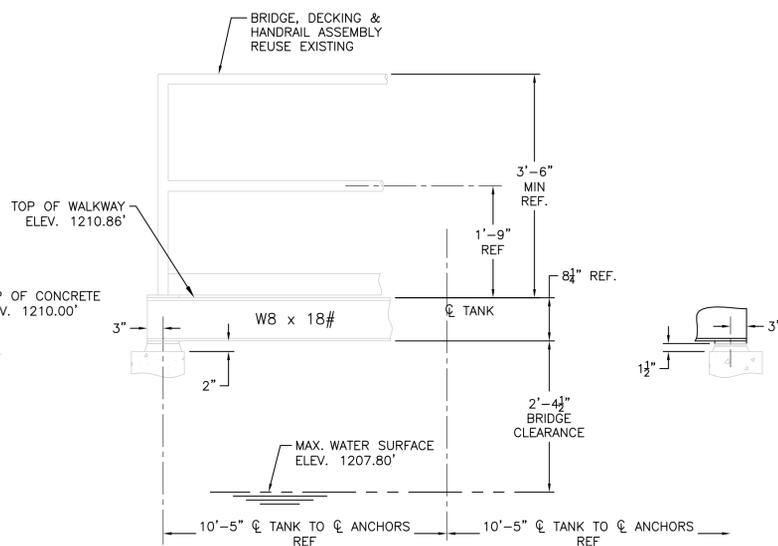
ISSUED FOR CONSTRUCTION
DATE: 6/15/2015

ORIGINAL CLARIFIER EQUIPMENT SUPPLIED PER ENVIREX PROJECT H117681-03 (1984)
EVOQUA SALES ORDER SO# 525423 REPLACEMENT OF BOTH CLARIFIERS, LESS DRIVE, BRIDGE, HANDRAILING WEIRS AND BAFFLES AND AS DESCRIBED ON DRAWINGS V15-1077-100 THRU 104.

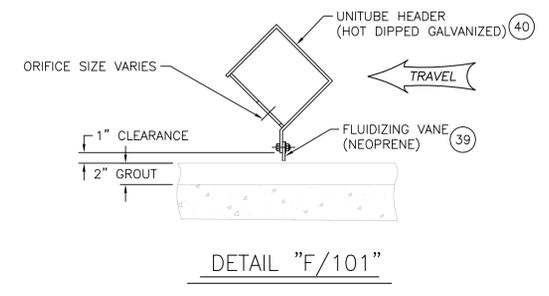
DIMENSIONS IN INCHES UNLESS SPECIFIED		TOLERANCES UNLESS OTHERWISE SPECIFIED		TWO (2) PLACE DEC. ±.06		THREE (3) PLACE DEC. ±.005		ANGULAR		STRUCTURAL DIMENSIONS ± 1/16		MACHINED SURFACES 250/√		COMPANY CONFIDENTIAL DOCUMENT AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF EVOQUA AND/OR ITS AFFILIATES. THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN ARE PROPRIETARY TO EVOQUA AND ARE SUBMITTED IN CONFIDENCE. THEY ARE NOT TRANSFERABLE AND MUST BE USED ONLY FOR THE PURPOSE FOR WHICH THIS DOCUMENT IS EXPRESSLY LOANED. THEY MUST NOT BE DISCLOSED, REPRODUCED, LOANED OR USED IN ANY OTHER MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF EVOQUA. IN NO EVENT SHALL THEY BE USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF EVOQUA. ALL PATENT RIGHTS ARE RESERVED. UPON THE DEMAND OF EVOQUA, THIS DOCUMENT, ALONG WITH ALL COPIES AND EXTRACTS, AND ALL RELATED NOTES AND ANALYSES, MUST BE RETURNED TO EVOQUA OR DESTROYED, AS INSTRUCTED BY EVOQUA. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT CONSTITUTES AGREEMENT TO THESE TERMS.		DESIGNER JJJski	DATE 06/01/15	TITLE GENERAL ARRANGEMENT - PLAN & ELEVATION (2) 20'-0" DIA. TOW-BRO CLARIFIERS SECONDARY CLARIFIERS T-107A & T-107B
REV	DESCRIPTION	DATE	DWN	CHKD	APVD	ECN	SCALE: 1 : 24	PROJECT SO# 525423	CODE 4003	DRAWING V15-1077-101	SHEET 1 OF 1	REV 0						



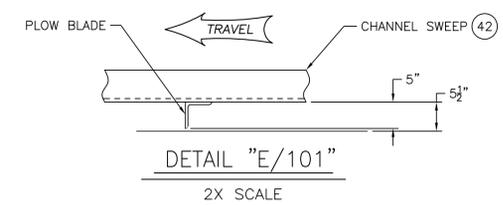
DETAIL "A/101"
(FIXED END)



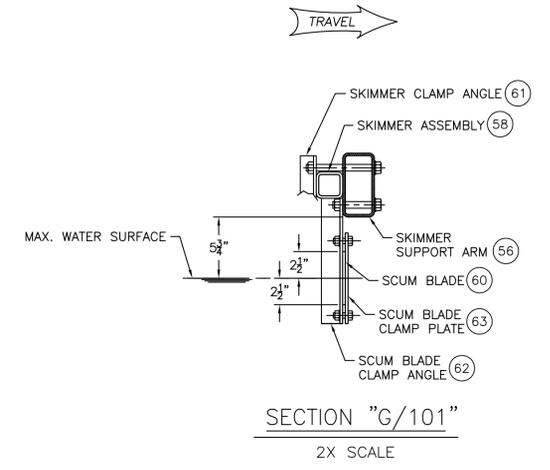
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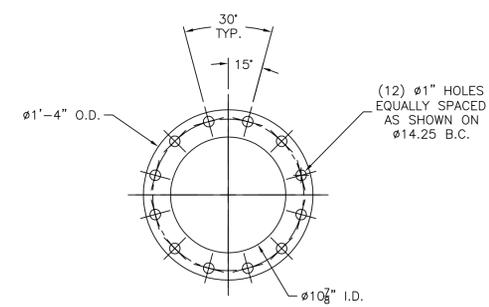
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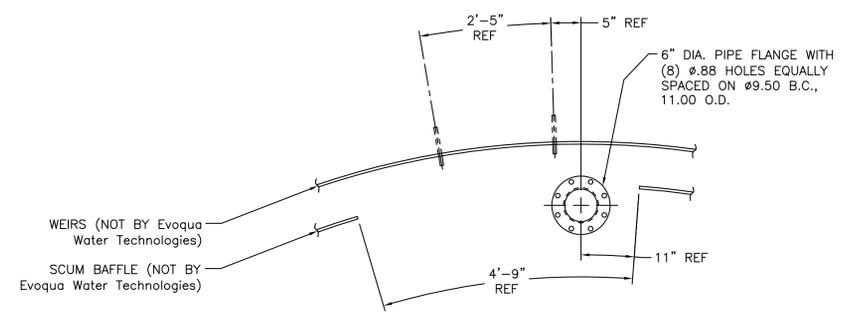
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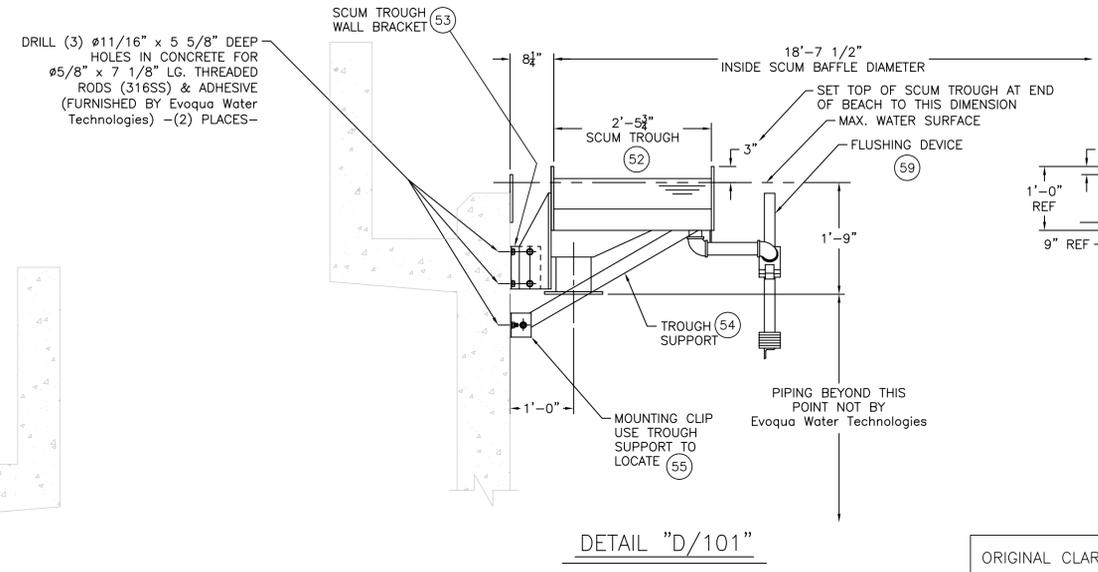
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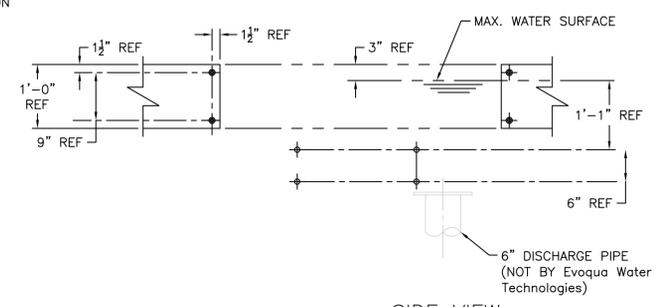
VIEW "H/102"
(ø10.00 INFLUENT PIPE)
2X SCALE



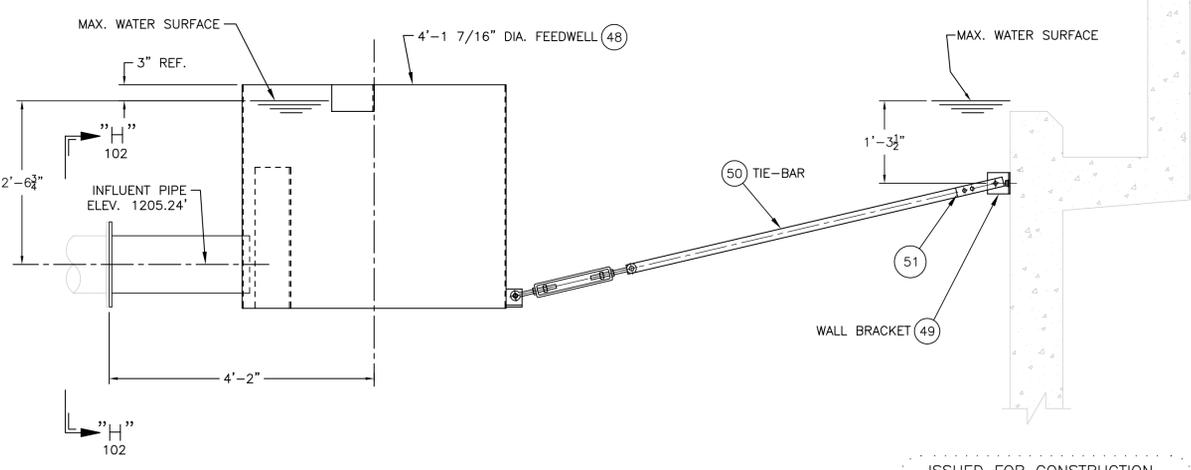
PLAN VIEW



DETAIL "D/101"



SIDE VIEW
(TROUGH NOT SHOWN FOR CLARITY)



ISSUED FOR CONSTRUCTION
DATE: 6/15/2015

ORIGINAL CLARIFIER EQUIPMENT SUPPLIED PER ENVIREX PROJECT H117681-03 (1984)
EVOQUA SALES ORDER SO# 525423 REPLACEMENT OF BOTH CLARIFIERS, LESS DRIVE, BRIDGE, HANDRAILING WEIRS AND BAFFLES AND AS DESCRIBED ON DRAWINGS V15-1077-100 THRU 104.

DIMENSIONS IN INCHES UNLESS SPECIFIED		TOLERANCES UNLESS OTHERWISE SPECIFIED		TWO (2) PLACE DEC. ±.06		THREE (3) PLACE DEC. ±.005		ANGULAR		STRUCTURAL DIMENSIONS ± 1/16		MACHINED SURFACES 250/√		COMPANY CONFIDENTIAL DOCUMENT AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF EVOQUA AND/OR ITS AFFILIATES. THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN ARE PROPRIETARY TO EVOQUA AND ARE SUBMITTED IN CONFIDENCE. THEY ARE NOT TRANSFERABLE AND MUST BE USED ONLY FOR THE PURPOSE FOR WHICH THE DOCUMENT IS EXPRESSLY LOANED. THEY MUST NOT BE DISCLOSED, REPRODUCED, LOANED OR USED IN ANY OTHER MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF EVOQUA. IN NO EVENT SHALL THEY BE USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF EVOQUA. ALL PATENT RIGHTS ARE RESERVED. UPON THE DEMAND OF EVOQUA, THIS DOCUMENT, ALONG WITH ALL COPIES AND EXTRACTS, AND ALL RELATED NOTES AND ANALYSES, MUST BE RETURNED TO EVOQUA OR DESTROYED, AS INSTRUCTED BY EVOQUA. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT CONSTITUTES AGREEMENT TO THESE TERMS.		DESIGNER JJJski DATE 06/01/15		TITLE GENERAL ARRANGEMENT PLAN & ELEVATION (2) 20'-0" DIA TOW-BRO CLARIFIERS SECONDARY CLARIFIERS T-107A & T-107B	
CHECKER HEINEN DATE 6/15/15		ENGINEER SCHEIDER DATE 6/15/15		MANAGER PIMLOTT DATE 6/15/15		FILE:		CLIENT MONTGOMERY COUNTY PUBLIC SERVICE AUTHORITY CHRISTIANSBURG, VA		PROJECT SO# 525423		CODE 4003		DRAWING V15-1077-102		SHEET 1 OF 1		REV 0	

SPECIFICATIONS FOR F-TYPE TOW-BRO CLARIFIER

UPPER TORQUE TUBE (HDG)
PIPE 6" SCH 40 (0.280" WALL)

LOWER TORQUE TUBE (HDG)
8" A500 GR.B STEEL SQUARE TUBE WITH 1/4" WALL THICKNESS

CYLINDRICAL MANIFOLD (HDG)
ALL WELDED CONSTRUCTION, FABRICATED FROM STEEL PLATE AND FITTED WITH A SEALING RING. MANIFOLD TO INCLUDE A DEFLECTOR BLADE WITH A NEOPRENE WIPER TO DIRECT SLUDGE TO THE FIRST ORIFICE OF THE UNITUBE HEADER.

UNITUBE HEADER (HDG)
A RECTANGULAR SHAPED FULL TAPERED SECTION, VARYING IN SIZE FROM A MAXIMUM NEAR THE TANK CENTER TO A MINIMUM AT THE OUTER END TO PROVIDE UNIFORM SLUDGE DRAW-OFF VELOCITIES. FABRICATED OF 1/4" THICK STEEL PLATE, HOT DIP GALVANIZED AFTER FABRICATION, INCLUDES DRAW-OFF ORIFICES EQUALLY SPACED ALONG THE LENGTH WITH THE SMALLER DIAMETER NEAR THE TANK CENTER AND THE LARGER AT THE OUTER END TO INSURE HYDRAULIC BALANCE. THE HEADER IS TO INCLUDE A NEOPRENE WIPER ALONG THE ENTIRE BOTTOM LENGTH.

HEADER SUPPORT (HDG)
STEEL CHANNEL WITH A GALVANIZED CLEVIS TO HOLD THE HEADER IN ALIGNMENT.

CHANNEL SWEEP (HDG)
STRUCTURAL STEEL CHANNELS WITH A MINIMUM THICKNESS OF 1/4", ADEQUATELY BRACED FROM THE TORQUE TUBE WITH CHANNEL STRUTS.

PLOW BLADES (HDG)
EFFECTIVE DEPTH OF 2-3/4", SPACED SUCH THAT THE ENTIRE TANK FLOOR IS SCRAPPED ONCE PER REVOLUTION. PLOW BLADES ARE FACTORY WELDED TO CHANNEL SWEEP.

FEEDWELL (HDG)
4'-1 7/16" DIAMETER x 3'-6" DEPTH, FABRICATED OF 3/16" THICK STEEL PLATE FURNISHED IN ONE SECTION. DESIGNED SUCH THAT THE FLOW THROUGH VELOCITY DOES NOT EXCEED 0.15 FPS AT MAXIMUM FLOW. WELL IS PROVIDED WITH TWO EQUALLY SPACED BAFFLED SCUM PORTS. WELL IS SUPPORTED BY (3) TIE BARS WITH TURNBUCKLE ADJUSTMENT.

ACCESS BRIDGE
REUSE EXISTING
BRACED TO INSURE LATERAL STABILITY, ALL WELDED CONSTRUCTION

HANDRAIL
REUSE EXISTING
1-1/2" SCHEDULE 40 STEEL HDG STEEL 6061-T6 ALUMINUM 6063-T6

SURFACE SKIMMER ASSEMBLY (HDG)
HINGED TO INSURE CONTINUAL CONTACT AND PROPER ALIGNMENT WITH SCUM BAFFLE AND BEACH PLATE. OVERALL LENGTH OF SKIMMER IS 2'-6"
A "FULL LENGTH" SCUM BLADE IS PROVIDED, EXTENDING FROM THE FEEDWELL TO THE PERIPHERAL SCUM BAFFLE. SCUM BLADE AND SKIMMER ASSEMBLY ARE SUPPORTED BY STRUCTURAL STEEL TUBES EXTENDING FROM THE TORQUE TUBE AND BALANCED BY COUNTERWEIGHTS.

RAMP AND SCUM TROUGH (HDG)
ALL WELDED CONSTRUCTION ADEQUATELY SUPPORTED FROM THE TANK WALL.

TROUGH LENGTH : 4'-9" MEASURED ALONG SCUM BAFFLE
TROUGH WIDTH : 2'-6"
PIPE SIZE : 6"
PIPE CONNECTOR : FLANGE (SHOP WELD)

THE SCUM TROUGH WILL BE SUPPLIED WITH A MECHANICAL OPERATING FLUSHING VALVE INCLUDING A LEVER ARM, HINGED FLAPPER VALVE WITH SEAL, AND COUNTERWEIGHTS TO SERVE AS A WATER FLUSHING DEVICE ACTIVATED BY THE SKIMMER FOR EACH REVOLUTION.

WEIR PLATES (REUSE EXISTING)
NOT BY Evoqua Water Technologies

SCUM BAFFLE (REUSE EXISTING)
NOT BY Evoqua Water Technologies

NOTE
SCUM BAFFLE TO BE CONCENTRIC WITH CENTER OF TANK. ALL JOINTS MUST BE BUTT CLOSELY AND INSIDE OF BAFFLE MUST NOT HAVE ANY PROJECTIONS SUCH AS WELDS, BOLT HEADS, ETC.

EQUIPMENT FASTENERS
ALL FASTENERS FOR EQUIPMENT ASSEMBLY WILL BE 316 STAINLESS STEEL.

ANCHOR BOLTS
ALL ANCHOR BOLTS WILL BE ADHESIVE TYPE. MATERIAL WILL BE 316 STAINLESS STEEL. ALL ANCHOR BOLTS WILL BE OF AMPLE SIZE AND STRENGTH FOR THE PURPOSE INTENDED.
ALL ANCHOR BOLTS WILL BE SET BY THE GENERAL CONTRACTOR IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

SPECIAL SURFACE PREPARATIONS
1. IN ADDITION TO WELDS INDICATED ON DETAIL DRAWINGS, ALL JOINTS WILL BE SEALED WATER-TIGHT WITH 1/8" MINIMUM CONTINUOUS WELD.
2. SHARP CORNERS OF CUT OR SHEARED EDGES WILL BE DULLED WITH AT LEAST ONE PASS OF A POWER GRINDER.
3. ALL SHARP WELDS AND BURRS WILL BE GROUND AND FLUX AND SPATTER REMOVED.

PAINT NOTE
ALL SHAFTING AND EXPOSED MACHINED SURFACES TO RECEIVE (1) COAT OF A CORROSION INHIBITOR. ALL NON-FERROUS MATERIAL AND GALVANIZED SURFACES WILL REMAIN UNPAINTED.

ALL FERROUS STRUCTURAL STEEL SHAPES, PLATES AND CASTINGS WILL BE HOT DIP GALVANIZED.
HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM A123

ALL TOUCH-UP AND ANY ADDITIONAL COATS OF PAINT TO BE FURNISHED BY CUSTOMER.

CUSTOMER'S NOTE
UNLESS OTHERWISE SPECIFIED, Evoqua Water Technologies WILL NOT FURNISH ANY OF THE FOLLOWING:

ELECTRICAL, HYDRAULIC OR PNEUMATIC CONTROLS, WIRING OF MOTORS OR CONTROLS, CONTROL PANELS OR SUPPORTS, PIPING, VALVES, WALL SLEEVES, GATES OR DRAINS, GRATING, STAIRWAYS, LADDERS, CONCRETE, GROUT, MASTIC OR SEALING COMPOUNDS, GUIDES, WEIRS OR SCUM BAFFLES, LUBRICANTS FOR DRIVES OR BEARINGS, GREASE PIPING OR GREASE GUN, SETTING OF ANCHOR BOLTS (WHETHER FURNISHED BY Evoqua Water Technologies OR OTHERS), DETAIL SHOP FABRICATION DRAWINGS, TOOLS OR SPARE PARTS MODIFICATIONS TO EXISTING EQUIPMENT OR STRUCTURES

CONCRETE DESIGN
Evoqua Water Technologies IS NOT RESPONSIBLE FOR CONCRETE DESIGN. REINFORCING STEEL FOR TANKS TO BE FURNISHED BY OTHERS WHO WILL ALSO SIZE THE WALLS AND FOOTINGS TO SUIT LOCAL GROUND CONDITIONS. FOR DIMENSIONS NOT SHOWN, REFER TO ENGINEER'S DRAWINGS.

ERECTION NOTE
CORRECTIONS OF MINOR MISFITS AND A REASONABLE AMOUNT OF CUTTING AND REAMING ARE CONSIDERED A PART OF ERECTION. ANY ERROR WHICH PREVENTS ASSEMBLY BY MODERATE USE OF DRIFT PINS, CUTTING, OR WELDING, IS TO BE REPORTED AND APPROVAL OF CORRECTION OR CHANGE IS TO BE RECEIVED IN WRITING BEFORE PROCEEDING. FAILURE TO COMPLY WILL RELIEVE Evoqua Water Technologies OF ALL OPERATIONAL AND MONETARY RESPONSIBILITY.

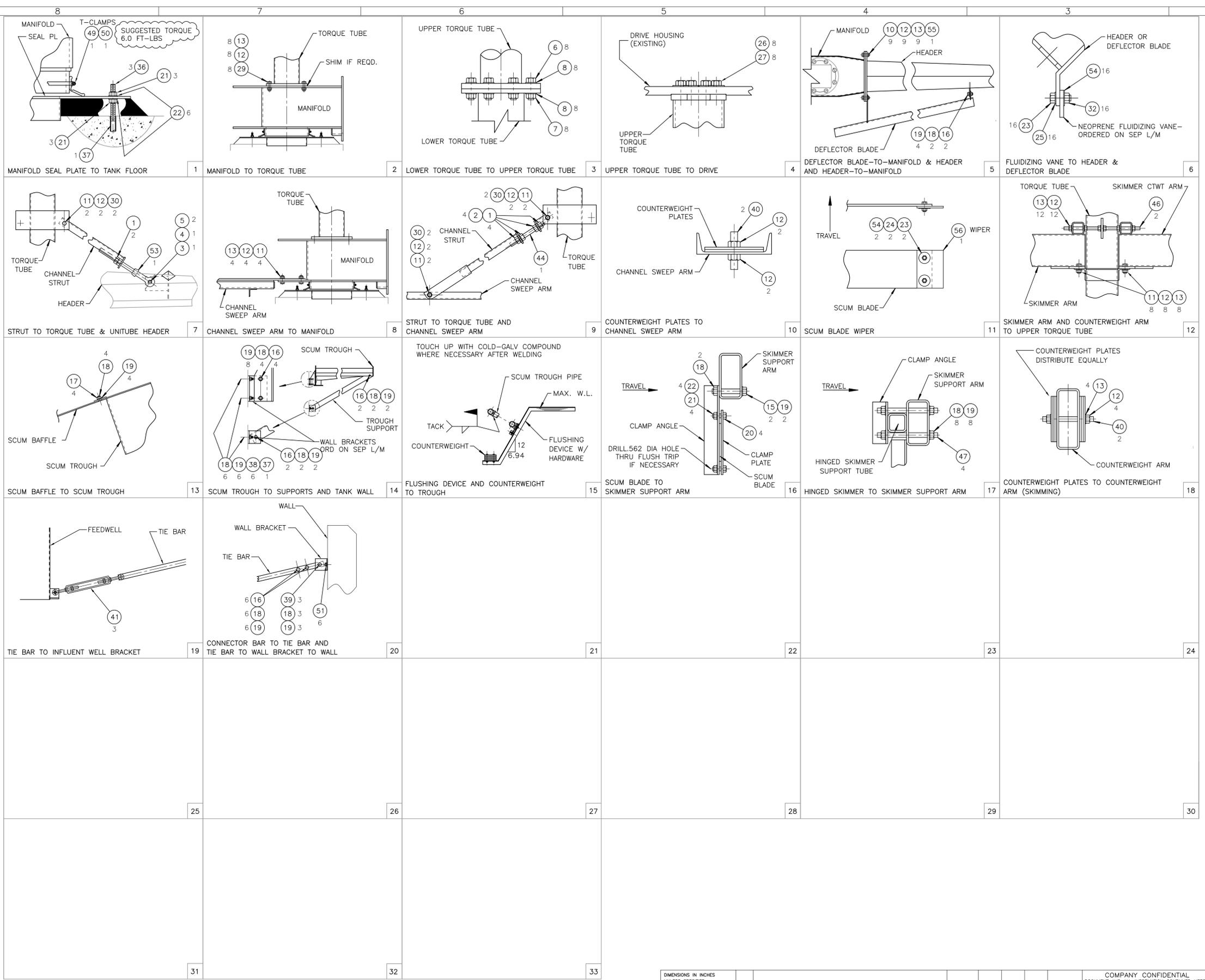
SUPERVISION AND/OR INSPECTION OF ERECTION:
SERVICES OF A FACTORY REPRESENTATIVE WILL BE FURNISHED IN ACCORDANCE WITH THE TERMS OF OUR CONTRACT.

SAFETY HAZARD WARNING LABELS
LABELS ARE AFFIXED ON "Evoqua Water Technologies" EQUIPMENT WHEN A VISUAL WARNING IS APPROPRIATE. THE EQUIPMENT OWNER IS RESPONSIBLE FOR KEEPING THESE LABELS VISIBLE AND IN GOOD CONDITION. REPLACEMENT LABELS ARE AVAILABLE FROM THE "Evoqua Water Technologies PARTS DEPARTMENT".

ORIGINAL CLARIFIER EQUIPMENT SUPPLIED PER ENVIREX PROJECT H117681-03 (1984)
EVOQUA SALES ORDER SO# 525423 REPLACEMENT OF BOTH CLARIFIERS, LESS DRIVE, BRIDGE, HANDRAILING WEIRS AND BAFFLES AND AS DESCRIBED ON DRAWINGS V15-1077-100 THRU 104.

ISSUED FOR CONSTRUCTION
DATE: 6/15/2015

COMPANY CONFIDENTIAL DOCUMENT AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF EVOQUA AND/OR ITS AFFILIATES. THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN ARE PROPRIETARY TO EVOQUA AND ARE SUBMITTED IN CONFIDENCE. THEY ARE NOT TRANSFERABLE AND MUST BE USED ONLY FOR THE PURPOSE FOR WHICH THE DOCUMENT IS EXPRESSLY LOANED. THEY MUST NOT BE DISCLOSED, REPRODUCED, LOANED OR USED IN ANY OTHER MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF EVOQUA. ALL PATENT RIGHTS ARE RESERVED. UPON THE DEMAND OF EVOQUA, THIS DOCUMENT, ALONG WITH ALL COPIES AND EXTRACTS, AND ALL RELATED NOTES AND ANALYSES, MUST BE RETURNED TO EVOQUA OR DESTROYED, AS INSTRUCTED BY EVOQUA. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT CONSTITUTES AGREEMENT TO THESE TERMS.					DESIGNER JJJski	DATE 06/02/15	TITLE GENERAL ARRANGEMENT - SPECIFICATIONS (2) 20'-0" DIA TOW-BRO CLARIFIERS SECONDARY CLARIFIERS T-107A & T-107B
	CHECKER HEINEN	DATE 6/15/15	CLIENT MONTGOMERY COUNTY PUBLIC SERVICE AUTHORITY CHRISTIANSBURG, VA				
	ENGINEER SCHNEIDER	DATE 6/15/15					
	MANAGER PIMLOTT	DATE 6/15/15					
	FILE:						
SCALE: 1:4	PROJECT SO# 525423	CODE 4003	DRAWING V15-1077-104	SHEET 1 OF 1	REV 0		



LIST OF COMPONENTS		ESTIMATED FINISHED WEIGHT	100#	DRAWING NUMBER
TITLE FIELD CONNECTIONS & MATERIAL LIST		ALL LENGTHS ARE FINAL LENGTHS UNLESS OTHERWISE SPECIFIED		V15-1077-107
ADVANCE ORDER	REF. SYMBOL	QUANTITY	PART NUMBER	DESCRIPTION
MATERIAL FOR ONE W3T348393				
1	6		841-20621	1-1/4 HEX NUT 316SS
2	4		841-22282	1-1/4 PLAIN WASHER 316SS
3	1		841-11313	1 x 3.50 HHCS HDG A325
4	1		841-20516	1 HEX NUT HDG A325
5	2		841-22211	1 HARDENED WASHER HDG A325
6	8		841-10921	3/4 x 3.25 HHCS HDG A325
7	8		841-20375	3/4 HEX NUT HDG A325
8	8		841-22122	3/4 HARDENED WASHER HDG A325
9				
10	9		841-10825	3/4 x 2.50 HHCS 316SS
11	19		841-10731	3/4 x 2.00 HHCS 316SS
12	57		841-20385	3/4 HEX NUT 316SS
13	47		841-22095	3/4 PLAIN WASHER 316SS
14				
15	2		841-10371	5/8 x 4.50 HHCS 316SS
16	14		841-09861	5/8 x 1.75 HHCS 316SS
17	10		841-13841	5/8 x 1.50 FHMS 316SS
18	32		841-20305	5/8 HEX NUT 316SS
19	45		841-21991	5/8 PLAIN WASHER 316SS
20	4		841-09375	1/2 x 1.50 HHCS 316SS
21	10		841-20225	1/2 HEX NUT 316SS
22	10		841-21935	1/2 PLAIN WASHER 316SS
23	19		841-08725	3/8 x 1.25 HHCS 316SS
24	2		841-20125	3/8 HEX NUT 316SS
25	17		841-21859	3/8 PLAIN WASHER 316SS
26	8		841-15050	3/4 x 1.75 HHCS, SAE GRADE 8 ZP
27	8		841-22120	3/4 HARDENED WASHER ZP
28				
29				
30	6		841-22877	3/4" BEVEL WASHER 316SS
31				
32	17		841-20866	3/8 LOCK NUT W/NYLON RING 316SS
33				
34				SS
35				
36	3		941-06113-8.00	1/2 x 8.00 LG. THREADED ROD 316SS
37	2		841-91569	RED HEAD A7-10 OZ. ADHESIVE CARTRIDGE, (16in ³), NOZZLE INCLUDED, USE WITH STD CAULK GUN, FILL HOLE TO 1/2 DEPTH
38	6		941-06123-7.50	5/8 x 7.50 LG. THREADED ROD 316SS
39	3		841-10161	5/8 x 2.75 LG. HHCS 316SS
40	4		941-06131-11.25	3/4 x 11.25 LG. THREADED ROD 316SS
41	3		303-60093-1	TURNBUCKLE ASSEMBLY GALV
42				
43				
44	1		941-06163-14.00	1-1/4 x 14.00 LG. THREADED ROD 316SS
45				
46	2		941-06131-18.00	3/4 x 18.00 LG. THREADED ROD 316SS
47	4		941-06123-8.00	5/8 x 8.00 LG. THREADED ROD 316SS
48				
49	1		303-70161-14	SHORT BAND CLAMP (4.5") SS
50	1		303-70161-13	MEDIUM BAND CLAMP (6.5") SS
51	6		841-19691	5/8 x 6.00 ANCHOR STUD 316SS
52				
53	1		603-31090-85	CLEVIS NUT ASSEMBLY 316SS
54	19		841-21885	3/8 FENDER WASHER 316SS
55	1		841-30400	SILICONE CAULK, 12 OZ TUBE
56	1		103-281-25	NEOPRENE WIPER

PURCHASING AND VENDER NOTES

- EACH QUANTITY OF LIKE ITEMS TO BE BOXED AND TAGGED WITH THE FOLLOWING INFORMATION:
 - Evoqua Water Technologies PART NUMBER
 - PART DESCRIPTION
 - VENDOR CROSS REFERENCE PART NUMBER
 - BOXED/BAGGED QUANTITY
- THE MK-100 ASSEMBLY IS FOR ONE TANK, AND SHOULD BE CONSOLIDATED AS A SINGLE BOX OR WRAPPED PALLET AND TAGGED WITH THE FOLLOWING INFORMATION:
 - Evoqua Water Technologies PURCHASE ORDER NUMBER
 - Evoqua Water Technologies DRAWING NUMBER
 - Evoqua Water Technologies CUSTOMER PURCHASE ORDER NUMBER AND OTHER SHIPPING NOTES AS LISTED ON OUR PURCHASE ORDER
 - A NOTE STATING "FOR ONE TANK"

DIMENSIONS IN INCHES UNLESS SPECIFIED		TOLERANCES UNLESS OTHERWISE SPECIFIED		TWO (2) PLACE DEC. ±.06 THREE (3) PLACE DEC. ±.005 ANGULAR		STRUCTURAL DIMENSIONS ± 1/16		MACHINED SURFACES 250/√		COMPANY CONFIDENTIAL DOCUMENT AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF EVOQUA AND/OR ITS AFFILIATES. THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN ARE PROPRIETARY TO EVOQUA AND ARE SUBMITTED IN CONFIDENCE. THEY ARE NOT TRANSFERABLE AND MUST BE USED ONLY FOR THE PURPOSE FOR WHICH THE DOCUMENT IS EXPRESSLY LOANED. THEY MUST NOT BE DISCLOSED, REPRODUCED, LOANED OR USED IN ANY OTHER MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF EVOQUA. IN NO EVENT SHALL THEY BE USED IN THE DEMAND OF EVOQUA. THIS DOCUMENT, ALONG WITH ALL COPIES AND EXTRACTS, AND ALL RELATED NOTES AND ANALYSES, MUST BE RETURNED TO EVOQUA OR DESTROYED, AS INSTRUCTED BY EVOQUA. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT CONSTITUTES AGREEMENT TO THESE TERMS.		DESIGNER JJJski	DATE 06/04/15	TITLE FIELD CONNECTION & MATERIALS LIST 20'-0" DIA TOW-BRO (QUANTITY FOR ONE TANK)	
CHECKER HEINEN		DATE 6/15/15		ENGINEER HEINEN		DATE 6/15/15		MANAGER PIMLOTT		DATE 6/15/15		CLIENT MONTGOMERY COUNTY PUBLIC SERVICE AUTHORITY CHRTIANSBURG, VA			
FILE:		SCALE: NTS		PROJECT SO #525423		CODE 4003		DRAWING V15-1077-107		SHEET 1 OF 1		REV 0			

ATTACHMENT A
TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

http://www.montgomerycountyva.gov/filestorage/1146/98/175/703/ifb_terms_and_conditions.pdf

SPECIAL TERMS AND CONDITIONS

1. **AWARD OF CONTRACT:** Montgomery County will make the award on-line item basis to the lowest responsive and responsible bidder. The Montgomery County Purchasing Department also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Montgomery County to be in its best interest.
2. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Montgomery County by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.
3. **IDENTIFICATION OF SEALED BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and addressed as follows:
MONTGOMERY COUNTY
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, Virginia 24073-3179
Reference the opening date and hour, and Bid Number in the lower left corner of the envelope or package.
If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. No other correspondence or other bids should be placed in the envelope. Bids may be hand delivered to the Montgomery County Purchasing Department.
4. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
5. **BID BOND OR GUARANTEE:** If the total amount of the bid exceeds \$100,000, the bid shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be a certified check, cash escrow, or a bid bond payable to Montgomery County. The sureties of all bonds shall be of such surety company or companies as are approved by the State and are authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw such bid during the period of ninety (90) days following the opening of bids; that if such bid is accepted, the bidder will accept and perform under the terms of the Invitation for Bid and purchase order or contract. The bid guarantee will be returned upon award of contract.
6. **PERFORMANCE AND PAYMENT BONDS:** If the total amount of the bid exceeds \$100,000, the successful bidder shall deliver to the Montgomery County Purchasing Department executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with Montgomery County as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Montgomery County Purchasing Department. Standard bond forms will be provided by the Montgomery County Purchasing Department prior to or at the time of award.
7. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
8. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
9. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
10. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.
11. **INSURANCE:**
By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
12. **Lead:** The Contractor is contracted by Montgomery County to perform work in buildings where lead-containing materials such as lead-based paint may be located. Work performed under this contract may impact these lead materials (for example, during building renovations), but does not include lead abatement or de-leading

operations. The Contractor will be informed by Montgomery County project coordinator/manager of the location of suspect and known lead containing materials in the work area(s) to which the Contractor is assigned. The Contractor shall provide all training and equipment required by 29 CFR 1926.62 for the safe performance of the work. The Contractor may not perform de-leading or lead abatement unless they hold a valid Virginia Lead Contractor license and have been specifically retained to perform this work as a part of the contract. The Contractor shall submit to Montgomery County, County Engineer for review and approval his written Lead Work Plan which outlines work practices, precautions, procedures, and engineering controls to be used during work that disturbs lead prior to commencement of this work. Work will not proceed until the Lead Work Plan has been approved by the County Engineer.

13. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, Montgomery County reserves the right granted by Section 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to Montgomery County whenever such low bid exceeds Montgomery County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by Montgomery County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. Montgomery County shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that Montgomery County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by Montgomery County and the lowest responsive, responsible bidder.
14. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
15. **SAFETY:** All contractors working on projects for Montgomery County must maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. The Virginia Occupational Health Act (VOSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the VOSHA standards. In addition, the contractor must also provide Montgomery County with a written safety program that he intends to follow in pursuing work under this contract. In lieu of providing such a program, the contractor may elect to comply with the "Montgomery County Safety Guide for Contractors and Subcontractors" and advise Montgomery County in writing of his election to do so. No work under this contract will be permitted until Montgomery County is assured that the contractor has an adequate safety program in effect.
16. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
17. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.