

TOWN OF CASTLE ROCK EQUIPMENT AND SERVICES ACQUISITION AGREEMENT (Tanks 17A & 17B Monoclor Residual Control System)

DATE:

PARTIES: TOWN OF CASTLE ROCK, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

UGSI SOLUTIONS, INC., d/b/a PSI WATER TECHNOLOGIES, a California corporation, 550 Sycamore Dr., Milpitas, CA 95035 ("Contractor")

RECITALS:

A. The Town wishes to engage Contractor to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. <u>Scope of Services.</u> Contractor shall perform all of the services and provide all materials as set forth on *Exhibit 1* ("Work"). Contractor shall complete the Work consistent with standards and practices of the profession.

Section 2. <u>Total Obligation</u>. The Town's total obligation to Contractor under this Agreement for the Work shall not exceed \$428,765.00, unless authorized in writing by the Town.

Section 3. <u>Payment</u>. Contractor shall invoice Town upon completion of the Work. Town may withhold payment in whole, or in part for the Work found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Contractor is in default of Section 6, below. Town shall remit payment, whether whole or in part within 15 days receipt of such invoice.

Section 4. <u>Completion</u>. Contractor understands time is of the essence in this Agreement. Contractor shall commence the Work by February 1, 2023 and complete the Work not later than December 31,2023. Contractor shall devote adequate resources to assure timely completion of the Work in accordance with the standards specified in this Agreement. Contractor shall perform the Work under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 10 days written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.



Section 5. <u>Subcontractors.</u> Contractor may utilize subcontractors to assist with specialized works as necessary to complete the Work. Contractor will submit any proposed subcontractor and the description of subcontractor services to the Town for its prior approval.

Section 6. <u>Inspection and Warranty</u>. Town reserves the right to inspect the Work provided under this Agreement at all reasonable times and places during the term of this Agreement. Alternatively, the Town may refuse the Work and cancel all or any part of this Agreement if Contractor fails to deliver all or any part of the Work in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Work shall not relieve Contractor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Work. If Town elects to accept nonconforming or defective Work, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect.

Contractor expressly warrants that all materials and/or equipment furnished under this Agreement shall be free from defects in materials or workmanship, are installed properly and in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor, shall, at its option, repair or replace any material and/or equipment that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the Town all written manufacturer warranties relating to the supplies and to deliver such written warranties to the Town.

Section 7. <u>Risk of Loss</u>. With respect to any equipment provided under this Agreement, risk of loss shall not pass to the Town until such equipment has been received and accepted by the Town, pursuant to Section 6, above, at the destination specified by the Town. Contractor assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.

Section 8. <u>Annual Appropriation</u>. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 9. <u>Assignment.</u> This Agreement shall not be assigned by Contractor without the written consent of the Town.

Section 10. <u>Notice.</u> Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other



address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 11. <u>Insurance.</u> Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance, or types.

A. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation and Professional Liability insurance, if applicable,



shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Contractor's insurance agent and submitted at the time of execution of this Agreement as *Exhibit 2* as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

Section 12. <u>Colorado Governmental Immunity Act.</u> The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$424,000 per person, \$1,195,000 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, \$24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 13. <u>Indemnification.</u> Contractor expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor.

Section 14. <u>Delays</u>. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.



Section 15. <u>Additional Documents.</u> The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 16. <u>Entire Agreement.</u> This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 17. <u>Time of the Essence.</u> Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 18. <u>Default and Remedies</u>. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 19. <u>Waiver.</u> A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 20. <u>Governing Law.</u> This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.

Section 21. <u>Independent Contractor</u>. Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Contractor represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

Section 22. <u>No Third Party Beneficiaries.</u> It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained



in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 23. <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Approved as to form:

Jason Gray, Mayor

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director of Castle Rock Water

CONTRACTOR:

UGSI SOLUTIONS, INC., d/b/a PSI WATER TECHNOLOGIES

By: _____

Its:



EXHIBIT 1

SCOPE OF WORK AND FEE SCHEDULE

Contractor shall provide equipment for a Monocolor System and PAX Mixiers for two potable water tanks for Castle Rock Water, as described hereafter.



SECTION 4

TECHNICAL INFORMATION Monoclor[®] Residual Control System

- A. Background
- B. Process Description
- C. Major System Components
- D. Mixing Philosophy

Attachments

- 1. PAX Mixer Data Sheet
- 2. Smart Control Center Data Sheet
- 3. Water Quality Station Data Sheet
- 4. Chemical Feed Skid Data Sheet
- 5. Monoclor® RCS Process & Instrumentation Diagram



A. BACKGROUND

Chloramines were initially used in water treatment for taste and odor control. However, it was soon recognized that chloramines were also more stable than free chlorine in the distribution system and consequently were found to be effective for controlling bacterial regrowth. In distribution systems, the disinfectant level against pathogens, or residual life, with chloramines was longer than that with chlorine. This reduced the need for chlorine booster additions in extended systems.

Due to concern over chlorinated organics (e.g., THM and HAA) in water treatment and distribution systems, many water utilities are converting to use of chloramines for disinfection in their distribution networks. Formation of these disinfection byproducts (DBP) occurs less frequently with chloramines, which is a weak oxidizer, than with a stronger oxidizer like free chlorine.

As with any chemical reaction, four fundamental criteria must be met for proper control of chloramines. Accurate dosing is necessary to ensure that the reactants, in this case ammonia and chlorine, are maintained at the correct ratio. Complete mixing keeps the reactor, or body of water, homogeneous and eliminates any stratification. High-energy mixing is used to instantaneously react chemicals upon introduction. Real-time monitoring and control logic sustains or achieves equilibrium by responding to dynamic environmental (e.g. reservoir) conditions. It is for this last reason that optimal chloramine management is challenging.

The ratio of 5:1 Cl_2 to NH_3 -N is ideal for the formation of *mono*-chloramine, the only chloramine compound which is desirable in water treatment systems. A lack of available chlorine will cause excess ammonia, resulting in nitrification complications as ammonia is a nutrient. Dosing excess chlorine will result in formation of the *di*-chloramine and *tri*-chloramine variants, which can cause significant taste and odor issues. The chloramine breakpoint curve shown in Figure 1 illustrates this relationship between the mono-chloramine concentration and the Cl_2 to NH_3 -N dosing ratio.



Increasing Chlorine Dose →

Figure 1. The chloramine breakpoint curves shows that with too low chlorine residual, nitrification issues result and with too high chlorine residual, *di*- and *tri*-chloramines are formed, resulting in a lower concentration of the desirable *mono*-chloramine.



Control of chloramines is further complicated by environmental factors including pH and temperature. Designed for control, monitoring, and sampling to provide optimum *mono*-chloramine levels, the Monoclor[®] RCS removes the guesswork and adds ease to disinfectant residual management.

B. PROCESS DESCRIPTION

The Monoclor[®] RCS is an automated system for controlling disinfectant residual in finished drinking water storage tanks and reservoirs. The system can work for both chlorinated and chloraminated water systems. The Monoclor[®] RCS is designed to continuously monitor the disinfectant level and precisely dose chemicals (such as chlorine and ammonia) in order to achieve a process objective, such as to control and maintain a disinfectant concentration target.

The Monoclor[®] RCS delivers increased stability and control of residual disinfectant by combining the powerful mixing action of the mixer and an advanced control algorithm to monitor and automatically dose an appropriate amount of disinfectant. The combination of a powerful mixer, the proprietary control algorithm developed and extensively validated in the PAX Water R&D Laboratory, and results from full-scale installations ensure reliable and consistent performance of the disinfectant control system.

Figure 2 shows a general layout of the Monoclor[®] RCS process for a drinking water storage tank. The Monoclor[®] RCS process is accomplished by:

- 1. Real-time monitoring of multiple water quality parameters, such as disinfectant level
- Computing chemical dosage and pumping requirement to achieve process objective(s)
- 3. Chemical dosing using pump and injection systems



Figure 2. Monoclor® RCS Process Schematic for Chloraminated Water



C. MAJOR SYSTEM COMPONENTS

1. <u>Water Quality Station[™]</u>

The Water Quality Station[™] (WQS) is an advanced water chemistry measurement system that precisely and continuously samples and measures the disinfectant chemistry inside a water tank or pipe. The WQS utilizes a set of sensors that measure the temperature, pH, Oxidation-Reduction Potential (ORP), total chlorine and, if the WQS is used for a storage tank, the water level. These measurements are displayed in real time on the Human-Machine Interface (HMI) display and are continuously logged onto a USB flash drive for analysis.

2. <u>Smart Control Center</u>

The Smart Control Center (SCC) is the "brain" of the Monoclor[®] RCS. The SCC is a controller, monitoring and data acquisition system all in one. By having an intuitive and user-friendly interface, the SCC menu allows the operator to program a set point for the disinfection level (monochloramine or free chlorine) and continuously monitors the water quality data from the WQS. When disinfectant levels fall below the set point, the SSC commands the chemical feed skids to precisely add disinfectant to maintain uniform and consistent water quality inside the tank.

As the WQS is continuously monitoring water quality and providing real-time feedback to SCC, the SCC is not only displaying the feedback for anyone to observe but also logging data from up to 24 operator-chosen outputs to an SD card inside the controller. This allows water system operators and managers to collect data on the quality of the water within the system for any duration of time from minutes to years. These data sets will allow utilities to evaluate day to day operations, react to unexpected changes in water chemistry and observe the effects of treatment plant changes on distribution system water quality. The system also has an extensive Alarm Management System built into the software that will alert the user of irregularities within the system and produce an automated response, from an alert on the screen to system shut down, in order to ensure safe operating conditions.

3. <u>Chemical Feed System</u>

The Chemical Feed System is designed with the necessary components to safely and precisely inject disinfectant (ammonia and/or chlorine) into potable water. The Chemical Feed System provides power connections to the chemical dosing pump via an analog and/or digital signal or a direct 110V outlet activated by the Smart Control Center. The Chemical Feed System also monitors the pump and provides feedback to the Smart Control Center. Based on this feedback, the Smart Control Center can activate any alarms and system response that are included in the extensive Alarm Management System.



4. <u>PWM400 Mixing System</u>

The PWM400 Mixer is an active, submersible mixing system for cost effective management of drinking water quality in storage tanks and reservoirs. The PSI Water Mixer rapidly and completely mixes disinfectant chemicals into the entire volume of water in the tank, enabling rapid homogenization and maximum water quality stability and reliability. Efficient and effective mixing of large volumes is made possible by the patented geometry which establishes a stable flow structure throughout the storage volume.

5. <u>Chemical Storage Tanks</u>

Hypochlorite and liquid ammonium sulfate storage tanks are sized for project requirements. An ultrasonic level transmitter or pressure transducer continuously monitors the liquid level in the hypochlorite tank. Fill, supply, drain, overflow, , and vent piping connections are typically included in the hypochlorite tank design. The liquid ammonium sulfate tank design includes supply and drain connections. Top access is provided to facilitate inspection of both tanks.

D. MIXING PHILOSOPHY

1. Improved Water Quality Without Pumps, within the Reservoir

The deployment of the Mixing System is inherent to the Monoclor[®] Residual Control System. The upward rotational flow characteristics produced by the mixing system improve several water attributes. Complete mixing of the reservoir removes any isolation sections that could be subject to freezing. Moving cold water from the bottom of the reservoir upward to blend with the warm water at the top eliminates thermal stratification.

2. Safe and Simple Installation

Deploying a Mixing System can easily be done in a few hours. The simple construction minimizes the amount of on-site assembly required. After the tubing and tether connections are made, the unit is lowered into the reservoir through the hatch without the use of boats, divers, or confined space entry. By running the tubing up the hatch for connection to the supply lines, the need for making any penetrations in the reservoir wall is eliminated.



3. Minimum Installation Cost and Time

Most parts for the Monoclor[®] RCS are inventoried at the factory or can be quickly shipped by our vendors, reducing lead times. The design of the integrated Monoclor[®] RCS system allows for quick and straightforward installation, with minimum time and cost. Hypochlorite, ammonia, sampling, and electrical connections are all predetermined and are clearly indicated.



PWM400 MIXER Powerful Active Mixer for Water Storage Tanks

The PAX Water Mixer (PWM400) is a powerful active mixer that improves water quality in water storage tanks. The mixer's unique impeller creates a powerful vortex flow pattern to thoroughly circulate the entire tank volume while using very little energy. PAX Water Mixers are easy to install and maintain— no heavy cranes, lifting equipment or tank alterations are required and the mixer can be easily lowered through the tank hatch or installed by a diver.

- Eliminates thermal stratification
- Improves disinfectant residual levels
- Lowers DBPs and nitrifying bacteria
- Protects tank from ice damage and corrosion
- Reduces variability in water taste and odor



The PAX Water Mixer creates a powerful vortex flow pattern to thoroughly mix the entire tank volume.





PWM400 MIXER

MIXER SPECIFICATIONS							
Control Center Power Supply Requirement	120 VAC, 50/60 Hz, non-GFCI protected, 20 amp circuit	240 VAC, 50/60 Hz, non-GFCI protected, 20 amp circuit					
Motor Type	230 VAC, ½ HP, wate	er-filled, water-lubricated					
RPM		2100					
Nominal Power Draw	0.575 kV	A (575 watts)					
Impeller Specifications	5 cm) tall x 3" (8 cm) diameter						
Footprint Diameter	3′ 10′	3′ 10″ (117 cm)					
Height	3' 11" (119 cm)						
Weight: Mixer Assembly	53 lbs. (24 kg)						
Control Center Dimensions	55 lbs. (25 kg) (20" x 21"	x 8" / 50 cm x 53 cm x 20 cm)					
Material: Control Center	Powder-coated carbo	on steel, Type 4 enclosure					
Material: Stand	316 sta	ainless steel					
Material: Motor Seals	Chlorine/chloramir	Chlorine/chloramine-resistant NBR rubber					
Material: Feet	Chlorine/chloramin	e-resistant EPDM rubber					
Wiring NSF 61 & UL-listed submersible pump cable 14 AWG (2.1 mm ²) XLPE (.78″ x .28″ / 20 mm x 7 mm)							

TOP VIEW





CONTROL CENTER





For more information, contact us at 1-866-729-6493 or visit www.paxwater.com



FOR REFERENCE ONLY. REFER TO SCOPE OF SUPPLY FOR EXACT COMPONENT CALLOUT FOR SUPPLY. NO MODEM WILL BE SUPPLIED WITH THIS SYSTEM EITHER.

Product Specification

SMART CONTROL CENTER

The Smart Control Center is the brain of the Monoclor® Residual Control System for managing distribution system water quality. The Smart Control Center continuously analyzes water quality data and issues dosing commands to the Chemical Feed System to maintain residual levels at a predetermined set-point. The Smart Control Center enables operators to set, maintain and monitor residual levels in the tank.

The Smart Control Center features:

- Real-time water quality analysis and control
- Touch-screen dashboard to set residual level at predetermined set-point
- Remote monitoring of water quality in the distribution system (SCADA compatible)



Part # 1101-7335-01-A For more information, contact us at 1-888-774-4536 or visit www.4psi.net







SIDE VIEW



SMART CONTROL CENTER SPECIFICATIONS

НМІ	7" LCD Touch screen
Water Quality Station Communication	RS-485 2 conductor cable (Plug and Play)
CFS Controller Communication	Quick disconnect RS-485 cable with RJ-45 Connector (Plug and Play)
PAX Mixer Control Center Communication	Single Digital/Analog Cable or quick disconnect RS-485 cable with RJ-45 Connector (Plug and Play)
Data-logging	USB flash drive
Remote Monitoring System (RMS)	RMS sends e-mail to transmit alarm and/or performance to PSI's secure server (optional)
SCADA	2 Analog Output (0-10 V) 6 Digital Outputs ("Dry-Contact")
Power	Standard 100-120 VAC 10 Amp circuit breaker
Communication	Ethernet and Modbus TCP/IP
Operating Temperature	35-113°F (2-45°C)
Enclosure	24"H x 20"W x 10"D (61 cm x 51 cm x 25 cm), powder-coated carbon steel Equal to or greater than Type 4R
PLC	Allen Bradley MicroLogix 1400 1766L32BWAA
Ι/Ο	10 Digital Inputs, 6 Digital Outputs 4 Analog Inputs (4-20 mA) 2 Analog Outputs (0-10 VDC)
Cell Modem	Digi TransPort WR31 4G LTE



WATER QUALITY STATION

The Water Quality Station (WQS) is a panel containing advanced water chemistry sensors for managing residual levels in the distribution system. The WQS continuously samples and monitors residual, pH and temperature inside storage tanks (as a minimum) and provides real-time alerts when there are unexpected changes in water quality.

The WQS is a panel of advanced sensors that analyze the water chemistry inside your tank to provide:

- Real-time data on water temperature, pH and chlorine (as a minimum)
- Alarm notifications when there are unexpected changes in water chemistry
- Remote monitoring of water quality in the distribution system (SCADA compatible)





WATER QUALITY STATION TM SPECIFICATIONS						
		Amperometric reagentless online sensor				
		Measuring range: 0-20 PPM				
	Total/ Free Chlorine	Resolution: 0.01 PPM				
	301301(3)	1-point calibration				
		Automatic temperature compensation				
	—	Measuring range: 0-45°C (33-113°F)				
	lemperature	Resolution: 0.1°				
		Automatic temperature compensation				
Parameters		Measuring range: 0-14				
	рн	Resolution: 0.01				
		3-point calibration				
		Measuring range: 0-1000 mV				
	ORP	Resolution: 0.1 mV				
		2-point calibration				
		Pressure transducer				
	Pressure/ Water	Measuring range: 0-50 PSI				
	Level	Resolution: 1% of maximum scale				
Operatin	g Temperature	0-45°C (33-113°F)				
		Panel without Cl Sensor: 0 to 45°C (33 to 113°F)				
Storage	Temperature	Chlorine Sensor: 5-40°C (41 to 104°F) dry and with- out electrolyte				
		Electrolyte Gel: 5-25°C (41 to 77°F)				
Max Ope	rating Pressure	30 psi (with retaining ring)				
Sampling and I	Discharge Flow Rate	Preferred value is 10 GPH (0.17 GPM or 0.63 LPM) Continuous				





WATER QUALITY STATIONTM SPECIFICATIONS

НМІ	3.8" LCD Touch Screen		
Flow Control	Adjustable regulator valve		
Flow Verification	Flowmeter		
Power Requirements	100-240 VAC, 50/60 Hz, 15 Watts		
Water Connection	3/8" Push-connect		
Compositivity	Ethernet connection with Smart Control Center		
Connectivity	RS-485 connection with Smart Control Center		
Weight	Approximately 45 lbs (20kg)		
Enclosure	18"H x 16" W x 8" D, powder-coated car- bon steel Equal to or greater than NEMA Type 3R		
Data Logging	Real-time data acquisition on USB Flash Drive of process variables every 30 sec- onds and alarms on occurrence		
SCADA (Optional)	8 Analog Outputs (4-20 mA or 0-10 V)		



CHEMICAL FEED SKID

The Chemical Feed Skid precisely and reliably delivers disinfectant chemicals (chlorine and/or ammonia) into a water tank or a distribution network.

The Chemical Feed Skid features:

- Customizable pump skid to meet site specifications
- Monitoring of pump performance and chemical levels
- Leak detection and 9 gallons of secondary containment
- Integration with a Smart Control Center for precise chemical metering instructions





CHEMICAL FEED SKID SPECIFICATIONS					
Skid	Chemical resistant, UV protected black polypropylene				
Pump	Watson Marlow Qdos30 - Qdos120 Peristaltic Pump (7.93 – 31.7 GPH @ 60 – 100 PSI)				
Piping	PVC schedule 80				
Tubing	Sodium Hypochlorite: 1/4" I.D. Reinforced PVC tubing 180 PSI max. Must meet NSF 51 & 61 standards. Connections for PVC tubing are PVDF Barb sitting with soft tubing hose clamps. Ammonia: 3/8" O.D. flexible polyethylene tubing, 500 PSI max. Must meet NSF 51 & 61 standards. Connections for PE tubing are slip fit with compression nuts for leak free operation.				
Unions	PVC body, schedule 80, Viton or EPDM seals (chemical dependent)				
Ball Valves	True unions, PVC body, Viton or EPDM seals (chemical dependent)				
Pressure Relief Valve	PVC body, Viton/EPDM seals, adjustable pressure range 10-250 PSI, HDPE pressure adjusting screw				
Back Pressure Valve	PVC body, Viton/EPDM seals, adjustable pressure range 10-150 PSI, HDPE pressure adjusting screw				
Calibration Cylinder	PVC body and end caps, chemical resistant, break resistant, colored graduations, 250ml (4 GPH) volume, ½" outlet				
Pressure Transmitter	0-100 PSI, 316 stainless steel connection, 4-20mA output, +/- 0.5% Accuracy, with digital display				
Pressure Guard	PVC body, Viton or EPDM seals filled with FDA White mineral oil or FDA glycerin (chemical dependent)				
Check Valve	PVC body, Viton or EPDM seals (chemical dependent), cracking pressure 1.5 PSI				
Y-Strainer	PVC body, Viton or EPDM seals (chemical dependent)				
Mounting Clips	Gray Nylon Plastic, Snap-in				
Pump Mounting Brackets	316 stainless steel				
Mounting Hardware	316 stainless steel				
Secondary Containment	9 gallons secondary containment				





CHEMICAL DOSING CONTROLLER SPECIFICATIONS					
Input/Output	2 digital inputs 2 digital outputs 1 analog input 1 analog output				
Communication	Modbus protocol with Smart Control Center				
Connection	CAT 5 pass through cable				
Power	Standard 110VAC				
Enclosure	Dimensions: 10.0" x 8.0" x 6.0" NEMA Type 3R rating Black Polycarbonate				
Pump control option	Digital relay Analog (4-20mA) Power switch				
Sensor Inputs	Chemical Level Sensor and Pressure Transmitter				

Part # 1101-7337-01-A For more information, contact us at 1-888-774-4536 or visit www.4psi.net



MIXE	ER
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Vater Technologies			PROJECT: PSI WATER TECHNOLOGIES, INC. STANDARD DRAWING					
	DATE:							
Л. KUSHMAN		04/17/2019	SUBJECT:	1				
	DATE:			MONOCLOR F	RCS			
			HYPOCHLORITE & LAS DOSING WITH WQS & PWM400 MIXER					
	SIZE:		PIPING & INSTRUMENTATION DIAGRAM					
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Δ		\\	ELECTRICAL (AC, SINGLE PHASE)				ACTUATED VALVE (2-WAY)	\bigcirc	BLOWER
	%	# <u>#</u> #	ELECTRICAL (AC, THREE PHASE)				ACTUATED VALVE (3-WAY) BALL VALVE		CALIBRATION COLUMN
		XX	FUTURE	[#] [#]" [MATERIAL]	LINE IDENTIFICATION TAG	G INTERNAL)	BALL VALVE (3-WAY) BUTTERFLY VALVE		
в			LIMITS		LOCAL INSTRUMENTATIC	DN TAG	CHECK VALVE	, ,	ELECTROLYTIC CELL
			LIQUID & GAS FLOW		PLC INSTRUMENTATION	TAG	CONTROL VALVE GLOBE VALVE		FILTER
			SIGNAL WIRING	[OBJECT] POWER [###] VAC, [#]0, [##JA SERVICE [(OPTION [#])]	POWER SOURCE TAG		NEEDLE VALVE (2-WAY) NEEDLE VALVE (3-WAY)		FLOWMETER (MAGNETIC)
				VFD-[###] [#] HP	VFD TAG	K K	PRESSURE REGULATING VALVE		FLOWMETER (ROTAMETER
С		ISA IN	ISTRUMEN	T LETTER	ID	27 12 10	PRESSURE RELIEF VALVE (2-WAY) PRESSURE RELIEF VALVE (3-WAY)		GROUNDING TARGET
	LETTER A B	PROCESS VARIABL ANALYZER BURNER	E MODIFIER	READOUT/OUTPUT FUNCTION ALARM USER'S CHOICE	MODIFIER	上	SOLENOID VALVE (2-WAY) SOLENOID VALVE (3-WAY)	Ŭ	ION EXCHANGE BOTTLE
	C D E	USER'S CHOICE USER'S CHOICE VOLTAGE	CONTROL DIFFERENTIAL	CONTROL PRIMARY ELEMENT	CLOSE	FIT	TINGS		
D	F	F FLOW RATIO G USER'S CHOICE		GLASS		Ý	AIR GAP		MIXER, IMPELLER/LILY (VA
	I J	CURRENT	SCAN	INDICATE	חוטח	e D	BULKHEAD CONNECTION		MIXER, IMPELLER/LILY (VE
	K L		MOMENTARY	CONTROL SITUATION		Ý	DRAIN CONNECTION		
Е	N O	M USER'S CHOICE MOMENTARY N USER'S CHOICE 0 O USER'S CHOICE 0		USER'S CHOICE	USER'S CHOICE OPEN		FLANGE CONNECTION		MIXER, JET
	P Q R	PRESSURE QUANTITY RADIATION	INTEGRATE, TOTALIZE RELIEF	POINT (TEST CONNECTION) RECORD		ΎΩ	GAUGE ISOLATOR HOSE BARB CONNECTION	▲	
	S T U	SPEED TEMPERATURE MULTI-VARIABLE	SAFETY	SWITCH TRANSMIT MULTI-FUNCTION	MULTI-FUNCTION				MIXER, TANK SHARK (CIR(
F	V W X	VIBRATION WEIGHT, FORCE UNCLASSIFIED	X-AXIS	VALVE, DAMPER WELL UNCLASSIFIED	UNCLASSIFIED	ت ا ۱		≜	
	Y Z	EVENT, STATE POSITION	Y-AXIS Z-AXIS	RELAY, COMPUTE DRIVER, ACTUATOR, UNCL. F.C.E.			VENTURI INJECTOR Y-STRAINER		MIXER, TANK SHARK (SUS
	REV. \triangle DATE	BY	DESCRIPTION	REV. \triangle DATE	ВҮ	DESCRIPTION	This drawing represents an i TECHNOLOGIES, INC. of sub	investment by PSI estantial sums, inclu	WATER ding our
	A 04/17/19 B 07/23/19	MK CGS	CREATED UPDATED WQS	E 11/11/19 F 11/13/19	MK RELOCATED SAMPLE P MK FIXED HYPO	RIME LINE & VALVE; CHANGEI	D CONTAIN. engineering skills and expense without consideration other than that it is not to be used in whole or to furnish any information	the agreement and or in part to assist it to others for the m	condition n making naking of <u>M.</u>

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12/20/19

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UPDATED WQS TAGGING

UPDATED HYPO AND SAMPLE LINES

UPDATED TAGGING

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that it is not to be used in whole or in part to assist in making or to furnish any information to others for the making of drawings, print apparatus, or parts thereof. The acceptance of this drawing will be construed as an acceptance of the forgoing conditions and as an admission of the exclusive ownership in and to the drawings of PSI WATER TECHNOLOGIES, INC.

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JIPMENT		
	MIXER STEM (CHEMICAL) [2 MAX]	A
	MIXER STEM (SAMPLE) [1 MAX]	
	PULSATION DAMPENER	
	PUMP (CENTRIFUGAL)	В
	PUMP (POSITIVE DISPL., SIMPLEX)	
	PUMP (POSITIVE DISPL., DUPLEX)	с
	PUMP (SUBMERSIBLE)	
	SPRAY AERATOR	D
	SURFACE AERATOR	E
RCULAR/FOLDING)	TRANSFORMER/RECTIFIER	
SPENDED)	WATER SOFTENER	F
ater Technologies	SI WATER TECHNOLOGIES, INC. STANDARD DRAWING	
ATE:	MONOCLOR RCS	_
N/A HYPOCHLORIT PIPII PIPII D DWG #: 000	E & LAS DOSING WITH WQS & PWM400 MIXER NG & INSTRUMENTATION DIAGRAM 0000-MN0003-PI SHEET 2 O 257 REV. G	

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NOTES

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1 LEVEL TRANSMITTER FROM TANK TO WATER QUALITY STATION IS OPTIONAL.

IF USING A SUBMERSIBLE LEVEL TRANSMITTER, IT IS RECOMMENDED TO TERMINATE THE LEVEL SIGNAL AT THE SMART CONTROL CENTER. LEVEL SIGNALS CAN BE TERMINATED AT THE DOSING SKID USING AN ANALOG INPUT BUT SPECIAL CONNECTORS WILL NEED TO BE

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\triangle	04/17/19	MK	CREATED	E	11/11/19	МК	RELOCATED SAMPLE PRIME LINE & VALVE; CHANGED CONTAIN	engineering skills and experience. It is, therefore, loaned without consideration other than the agreement and condition	A UGSI SOLUTIO		STANDARD DRAWING
B	07/23/19	CGS	UPDATED WQS	F	11/13/19	MK	FIXED HYPOCHLORITE IN-TANK LINE SIZE	that it is not to be used in whole or in part to assist in making or to furnish any information to others for the making of	M. KUSH	MAN 04/17/2019	SUBJECT:
	08/01/19	MK	UPDATED HYPO AND SAMPLE LINES	G	12/20/19	MK	UPDATED WQS TAGGING	drawings, print apparatus, or parts thereof. The acceptance of this drawing will be construed as an acceptance of the forgoing	CHECKED BY:	DATE:	MONOCLOR RCS HYPOCHLORITE & LAS DOSING WITH WQS & PWM400 MIXER
\bigcirc	08/06/19	CGS	UPDATED TAGGING	\square				conditions and as an admission of the exclusive ownership in and to the drawings of PSI WATER TECHNOLOGIES, INC.	SCALE:	N/A D	PIPING & INSTRUMENTATION DIAGRAM DWG #: 000000-MN0003-PI SHEET 3 0267 REV. G

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	08/01/19	МК	UPDATED HYPO AND SAMPLE LINES	G	12/20/19	MK	UPDATED WQS TAGGING	drawings, print apparatus, or parts thereof. The acceptance of this drawing will be construed as an acceptance of the forgoing	CHECKED BY:
	08/06/19	CGS	UPDATED TAGGING	\square				conditions and as an admission of the exclusive ownership in and to the drawings of PSI WATER TECHNOLOGIES, INC.	SCALE:

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A. SCOPE OF SUPPLY BY PSI – MONOCLOR[®] RCS – BULK HYPO

The following equipment and services constitute our scope of work. All equipment will be manufactured in accordance with the descriptions below.

No Item Description

<u>Qty.</u>

1

- 1. Integrated Smart Control Center, SCC1000(Custom)
 - Purchase Parts and assemble Qty.1 UL508A Control Panels
 - Panel to be 120VAC single phase 60Hz with 70A Main Circuit Breaker
 - Main circuit breaker to be ABB XT 70A 50kAIC thermal magnetic with rotary disconnect and 3-multilug 6-pole distribution blocks with finger-safe cover
 - Enclosure to be Weigman 60"X48"X10" NEMA 12 mild steel painted gray Stego LED enclosure light with on-off switch
 - (2)Hammond enclosure door stop kit
 - Stego 14CFM filter fan, exhaust grill and thermostat Hammond 400W enclosure heater with built in thermostat
 - Automation Direct 22mm 3-position selector switch "Hand-Off-Auto"
 - Allen Bradley Panelview Plus 7 10" performance HMI
 - Allen Bradley Stratix 2500 managed Ethernet switch
 - Prosoft Ethernet/IP to Modbus Serial Four-Port Communication Gateway
 - Allen Bradley Compact Logix L33ER CPU with PA4 power supply
 - IO Cards: (3)1769-IQ16,(1)1769-OB16,(3)1769-IF4CI,(1)1769-OF4I
 - Winford 4-port RJ45 distribution communication module
 - Phoenix Contact 500VA uninterruptible power supply with 128WH battery
 - (2) Phoenix Contact Quint4 10A power supply and redundancy module Eaton FAZ-NA miniature circuit breaker
 - Automation Direct ice cube relays with LED indicator and mounting socket
 - (2)1/2Hp Tank Mixer with motor breaker for protection with adjustable trip and Powerflex 525 1Hp VFD and Schaffner sine wave filter
 - C-UL-US 508A enclosed label with dual listing for USA or Canada.



<u>No</u>	Item Description	<u>Qty.</u>
2.	 Hypochlorite Storage Tank 320 Gal, HDLPE, 48 D x 61 H, Dual Containment 	1
3.	Hypochlorite Storage Tank Level Transmitter:	1
4.	 Liquid Ammonium Sulfate (LAS) Storage Tank 120 Gal, HDLPE, 32 D x 47 H, Dual Containment 	1
5.	Liquid Ammonium Sulfate (LAS) Storage Tank Transmitter	1
6.	 Water Quality Station, WQS1000 Water Connection: 3/8" Push-connect Sampling Flow Rate: 10 GPH Connectivity: Modbus RS485 Connection Data Logging: Real-time DAQ on USB flash drive Measurement - Total Chlorine: Dual Amperometric reagent less online sensor, 0-10 PPM measuring range, 0.01 PPM resolution Measurement - ORP Sensor (Platinum Extended Tip) Measurement - Temperature: 32-212° F measuring range, 0.1° F resolution Measurement - pH: 0-14 measuring range, 0.01 resolution Measurement - Water Level (optional): pressure transducer, resolution of 1% maximum scale Enclosure: Equal to or greater than Type 3R rating 	2
7.	 Sample Pump MFG: Micropump Model I Drive GJ Series 24VDC 	2
8.	 PWM400 Mixer Wet Assembly, including: Stainless steel 316 impeller designed to mix up to 9 million gallons of water Passivated to minimize corrosion The ability to function continuously regardless of tank cycles Fittings box 230V three phase 1 horsepower water-cooled motor powered by the PAX Control Center Injection Stems 	2
9.	Cable 70 ft., including:Flat-jacketed 4 conductor	2
10.	 Tripod, Bracket Assembly, PWM400/500/600, including: Stainless steel 316 legs Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor 	2



<u>No</u>	Item Description	<u>Qty.</u>
	 Stainless steel knobs for tool-less installation 	
11.	 Long Bail Handle & Chain Stainless steel 316 handle to deploy mixer in full tanks 	2
12.	 Tank Penetration Accessory Stainless steel strain relief for 3/4 wire flat-jacketed cable 	2
13.	 Chemical Feed System - Chlorine Skid: Black polypropylene Pump: Watson Marlow Q Dos 60 Peristaltic Pump, 15.85 GPH @ 60 PSI Piping: PVC schedule 80 Secondary Containment: 9 gallons secondary containment Controller - Input/Output: 4 digital inputs, 2 digital outputs, 2 analog inputs, 1 analog output Controller - Communication: Modbus RS-485 with Smart Control Center Controller - Pump Control Option: Digital relay, analog (4-20 mA), power switch Spare pump head Accessories: Calibration Column Pressure Relief Valve Wye Strainer Pressure Transmitter Back Pressure Regulator 	2
14.	 Chemical Feed System - Ammonia, ASP Skid: Black polypropylene Pump: Watson Marlow Q Dos 30 Peristaltic Pump 7.93 GPH @ 60 PSI Piping: PVC schedule 80 Secondary Containment: 9 gallons secondary containment Controller - Input/Output: 4 digital inputs, 2 digital outputs, 2 analog inputs, 1 analog output Communication: Modbus protocol with Smart Control Center Connection: RS-485 cable Enclosure: Equal to or greater than Type 3R rating Pump Control Option: Digital relay, analog (4-20 mA), power switch Spare Pump Head Accessories: Calibration Column Pressure Relief Valve 	2

• Wye Strainer



<u>No</u>	Item Description	<u>Qty.</u>
	 Pressure Transmitter Back Pressure Regulator 	
15.	Manufacturer's Services for Installation Inspection, System Start- Up, and Operator Training	Included
16.	 Submittal and Operation & Maintenance Manual as Follows Submittal: Sent Electronically O&M Manual: Sent Electronically 	Included
17.	FOB Factory, Milpitas, CA with Full Freight Allowed to Jobsite, Castle Rock, CO	Included
	FIRM PRICE [ITEMS 1-17]	\$428,765.00



B. SCOPE OF WORK BY OTHERS

- 1. Equipment unloading and installation.
- 2. Secondary containment of all equipment and piping.
- 3. Tuff-Shed / Enclosure.
- 4. 12.5% Sodium Hypochlorite supply.
- 5. 40% Liquid Ammonium Sulfate supply.
- 6. Each chemical storage tank must be labeled appropriately according to local regulations. Check with your local regulating agency for requirements.
- 7. Proper distance between chemical storage tanks must be maintained according to local regulations.
- 8. All civil works and concrete pad for equipment.
- 9. Any underground or structural work.
- 10. Design and supply of anchor bolts and seismic restraints.
- 11. Water supply piping to motive water connection.
- 12. Water piping from booster pump outlet to tank/reservoir hatch.
- 13. Tank mounted fitting boxes for chemical and sample lines.
- 14. All interconnecting piping, including between chemical storage tanks, metering pumps and accessories motive water supply, water sampling cabinet/station, and connections at hatch.
- 15. Electrical power to sample pump, Water Quality Station (100VAC/1Ph/60Hz for 10A), Custom Control Center (100-120VAC/1PH/60Hz for 70A), and Chemical Feed Skid(s) (100-120VAC/1Ph/60Hz for 10A).
- 16. Any electrical conduit runs.
- 17. Any tank recoating services, labor, or parts.
- 18. All hose, pipe and tubing supports, strut, and clamps.
- 19. Freeze protection for all tubing and piping external to the reservoir, if required.
- 20. All electrical conduit, wiring, electrical material (including disconnect switches), etc. between control panel, hypochlorite tank, LAS Tank, metering pumps, SCADA, etc.
- 21. Hatch penetrations or modifications.
- 22. Room ventilation, air conditioning, or lighting.
- 23. Videotaping.
- 24. All taxes, fees, lien waivers, bonds and licenses.
- 25. Permitting or regulatory approval.
- 26. Valves, fittings, appurtenances not specifically listed under Scope of Supply by PSI
- 27. Any items not explicitly listed under Scope of Supply by PSI.

C. CLARIFICATIONS

- 1. Custom Control Center to House VFD for Mixers, Connectivity for both Water quality stations, pump skids, and valve controllers for both tank operations. Design based off BOM and layout provided by customer.
- 2. Custom Control Center will be equipped with Phoenix Contact UT Terminals / Jumpers / Labels.
- 3. Xetawave Radio and Accessories to be provided by customer for incorporation into Custom Control Center.
- 4. Site power may require upgrade based on amp requirement for driving two tank management systems on site.



- 5. All equipment excluding Mixers must be installed in an indoor location.
- 6. Sample water flow is 10 GPH to WQS and then routed to a nearby drain.
- 7. Reservoir Low Water Level must be above 8' for mixer to function properly.
- 8. PSI recommends adding secondary containment to Hypochlorite and Ammonia chemical feed lines. When possible, trenching these lines underground would be optimal.
- 9. The performance of the Monoclor[®] RCS design reported in this document is dependent on the tank operations data provided in the design criteria and may vary significantly under different operating conditions and/or scenarios.
- 10. Installation inspection, start-up and operator training can be provided by a PSI representative for a mutually agreed fee if they are not included in PSI's Scope of Supply above. Whether or not PSI is providing start-up services, PSI will provide a start-up checklist.
- 11. PSI requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PSI will work with you to attempt to accommodate your scheduling needs.
- 12. Do not mix hypochlorite and ammonia as toxic vapors will be produced.

D. DELIVERY

Submittal:

6 - 8 Weeks After Receipt of Fully Executed Order 15-18 Weeks After Approval of Submittals

Equipment Shipment:



Attachment B

Securing our future drop by drop



Disclaimer: The data presented has been compiled from various sources, each of which introduces varying degrees of inaccuracies or inconsistencies. Stuch discrepancies in data are inherent and in supplying this product the Town of Castle Rock assumes no lability for it sue or accuracy. Questions or comments regarding the cardpopthic composition of this may including, but not limited to, errors, omissions, corrections, and/or updates, should be directed to the Utilities Department, Town of Castle Rock, (720) 733-6056. Copyright 2020, Town of Castle Rock Utilities Mapping. Chloramination Booster Station



Date: 11/17/2022 37



EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE



EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, ______, an authorized representative of UGSI SOLUTIONS, INC. d/b/a PSI WATER TECHNOLOGIES, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, I represent and warrant that it is my express intention to be employed as an independent contractor of the Town of Castle Rock (the "Town") for purposes of performing the work or services which are the subject of the Agreement. I understand and confirm that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require I work exclusively for the Town, except that I may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- I am not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide me with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.



- The Town does not pay me personally but rather makes checks payable to the trade or business name of the entirety for which I am employed and who is a party to the Agreement; and the Town does not combine their business operations in any way with the entity's business, but instead maintains such operations as separate and distinct.
- I understand that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- I UNDERSTAND THAT I AM NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY ME OR THE ENTITY FOR WHICH I AM EMPLOYED.
- I UNDERSTAND THAT I AM OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.

CONTRACTOR/CONSULTANT/VENDOR

UGSI SOLUTIONS, INC. d/b/a PSI WATER TECHNOLOGIES

By:		
	Name	
STA	TE OF COLORADO)
) ss.
COU	INTY OF)
	The foregoing instrument	as acknowledged before me this day of,
20	by	as of the above mentioned
Contr	ractor/Consultant/Vendor.	
	Witness my official hand	and seal.

My commission expires:

Notary Public