

ORDINANCE NO. 00-78 AC CMS

AN ORDINANCE AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH LAKE ERIE ELECTRIC, INC., FOR IMPROVEMENTS TO THE OBERLIN WATER ENVIRONMENT PROTECTION FACILITY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to authorize additional work pursuant to the contract with Lake Erie Electric, Inc., for improvements to the Oberlin Water Environment Protection Facility in the amount of \$141,095.62 in accordance with the change order attached hereto and incorporated herein by reference.

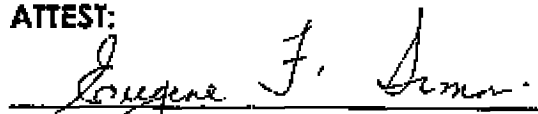
SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or related to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, safety, and welfare of the citizens of Oberlin, Ohio, to wit:

"to authorize necessary additional work which was discovered during construction and to provide for the usual daily operation of a municipal department", and shall take effect immediately upon passage.

PASSED: 1st Reading - June 19, 2000 (E)
2nd Reading -
3rd Reading -

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL (Acting)

POSTED: June 20, 2000

EFFECTIVE DATE: June 20, 2000

CHANGE ORDER

No. 1

PROJECT: City of Oberlin, I & C Control System, Dated April, 2000			
DATE OF ISSUANCE:		EFFECTIVE DATE:	
May 15, 2000		May 2, 2000 This is the date this contract commences.	
OWNER:		Owner's CONTRACT NO.:	
City of Oberlin		96-2	
CONTRACTOR:		ENGINEER:	
Lake Erie Electric, Inc. 25730 First Street Westlake, Ohio 44145		GGJ, Inc. 5000 E. 345 th St. Willoughby, OH 44094	
You are directed to make the following changes in the Contract Documents:			
Description: (1.) To supply all the labor, materials, equipment, and supplies as necessary to perform all the work as outlined in the Plans (i.e. drawings identified as E 1 thru E 12, General Plant Improvements, and drawings E1 thru E 4 for the Tertiary Filter Improvements.) and Specifications as issued in April, 2000, contained within Addendum's No. 1 & 2. This also included the deletion of Items 16910, 16920, and 16962 of the original contract. (2.) supply all labor and materials to install all pneumatic piping in the Tertiary Filters (3.) construction allowance items.			
Reason for change Order:			
To provide a different direction with the I & C Control System as previously identified.			
Attachments: See Enclosed			
CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract Times: 450 (days or dates)	
\$ 433,863.00		Substantial Completion:	
		450	
		Ready for Final Payment:	
		30 days after Substantial Completion	
Net changes from previous Change Orders No. to No.		Net changes from previous Change Orders No. to No.	
None		None	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$433,863.00		Substantial Completion:	
		450	
		Ready for Final Payment:	
		30 days after Substantial Completion	
Net Increase (Decrease) of this Change Order:		Net Increase (Decrease) of this Change Order: (days)	
\$141,095.62		None	
Contract Price with all approved Change Orders:		Contract Times with all approved Change Orders:	
\$574,958.62		Substantial Completion	
		450	
		Ready for final payment	
		30 days after Substantial Completion	
RECOMMENDED:		APPROVED:	
By: William P. [Signature] R.E. GGJ, Inc.		By: Robert [Signature] City of Oberlin, Robert [Signature]	
Date: 6/29/00		Date: 6/20/00	
		ACCEPTED:	
		By: Kenneth R. Buch Lake Erie Electric, Inc.	
		Date: 6/29/00	

Attachment – Lake Erie Electric, Inc. –Change Order No.1

1. This is for deleting the original work for the I & C Control. Credit = (\$127,788.00).
2. This is for supplying all labor and materials for the proposed changes to the I & C Controls Contract, at the Water Environment Control Facility. This also includes the addition of I & C Controls for the Tertiary Filters. Add = \$ 236,691.80
3. This is for the supplying of all labor and materials for the installation of the pneumatic tubing and Solenoid Valves for the Tertiary Filters. Add = \$ 24,070.00.
4. This is proportioning the contract allowance for future potential change orders. Add = \$ 8,121.82.
5. Total Net Change Order No. 1, ADD = \$ 141,095.62.

96-046-80



Lake Erie Electric, Inc.
Contractors and Engineers

Established 1952

25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

June 1, 2000

RECEIVED

JUN - 2 2000

GGJ, Inc. - Engineers

Gills, Guard and Johnson, Inc.
5000 E. 345th St.
Willoughby, OH 44094

Attention: Mr. William B. Boyle, Jr. P.E.

Reference: Water Environment Protection Facility
City of Oberlin
Instrument and Control System Revisions
Specification Dated March 2000
Our Estimate No. 110-126-E1-R2

Gentlemen:

We propose to furnish the necessary material, labor, supervision, and tools for the above referenced project for the LUMP SUM amount of:

**ONE HUNDRED EIGHT THOUSAND NINE HUNDRED THREE AND 80/100
DOLLARS.....\$108,903.80**

Following is a breakdown of our proposal:

Additions:

Pro-Tech Eng. (quote dated 4/14/2000):

Material.....	\$ 83,433.00
Labor.....	41,593.00
Subtotal:	\$125,026.00

Administrative Fee + 5%.....	6,251.30
------------------------------	----------

Electrical Installation:

Material.....	15,600.00
Labor.....	88,750.00

Credits:

Item 16910	P.L.C. Panels (Material)	(70,100.00)
Item 16920	Computer System (Material)	(2,688.00)
Item 16962	Data System (Subcontract)	(55,000.00)

Subtotal:	\$107,839.30
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Performance Bond:	1,064.50
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TOTAL:	\$108,903.80
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Lake Erie Electric

110-126-E1-R2

June 1, 2000

Page Two

This quote is based on the above mentioned Specification, Drawing #E1 thru #E4, and City of Oberlin letter dated 5/04/2000, accepting the Pro-Tech Eng. Proposal. This quote does not include the mechanical installation, as quoted by North Bay Construction dated 4/14/2000.

We thank you for the opportunity of submitting this proposal and hope to be of further service in the future.

Sincerely,

LAKE ERIE ELECTRIC, INC.



Mark G. Keller
Project Manager

/jg

interoffice

MEMORANDUM

To: Rob Dispirito

From: Keith Johnson 

Subject: WWTP Construction

Change Order to Contract with North Bay Construction and
to Contract with Lake Erie Electric

Date: June 14, 2000

Attached hereto please find:

Change Order 1 to Contract with North Bay Construction
and

Change Order 1 to Contract with Lake Erie Electric

The attached documentation is expected to be generally self explanatory.

However, a brief summary of need is:

The existing tertiary filters are operated with the original (1959-60) vintage control system that needs replacement. There have been two (2) attempts to bid and perform this work in advance of the current construction activity at the WWTP. Both times, the bids were thrown out due to greater than expected costs. The previously bid tertiary controls were intended to become integral with a planned plant instrumentation and monitoring system reporting to a central computerized monitoring and recording station. These change order 1 improvements are to become a part of the electrical work contract with Lake Erie Electric.

In connection with the instrumentation and control work, there is to a deduct (credit) that results in deletion of the originally specified Allen Bradley PLC's and related work. The original plant bids did not include a PLC for the tertiary filters.

Change Order 1 to the Lake Erie Electric includes replacement of the 40 year old pneumatic lines to the various filter controls. These lines are to be replaced. The newly installed valve controls need a clean dry air supply.

Change Order 1 to the contract with North Bay Construction includes replacement of a recently failed 20 inch by 16" cast iron tee in the tertiary filter piping; approximately 300 feet of new chain link fence and re-installation of approximately 225 feet of chain link fence being removed in connection with the retention basin addition.

During the course of construction, it is expected that there will be changes to the work due to unforeseen circumstances or due to the desire to improve upon the construction underway. As the contract is currently written, any change greater than from \$0.00 has to be brought to council and then to approval of the OEPA representative responsible for such matters in connection with the SRF/OWDA Funding Program. The project is a collection of sub-projects of which any particular one could have been a distinct project including engineering, construction and funding.

Some of these sub-projects may involve substantially one trade or multiple trades within a single contract. Other of these sub-projects involve multiple trades across different contracts. For example, there is an addition to one of the buildings for office and personnel space. This is a sub-project that involves multiple trades within the North Bay Contract and that involves electricians from Lake Erie Electric. The construction of this building addition will have a sequence of trades. At times, there may be only a few hours work for a trade until one or more other trades sequentially complete their respective tasks. By grouping the sub-projects into a combined single project, it is expected that there will be economy of scale as the contractors may have the opportunity to plan a work flow that can sequence the trades through the overall project. This can avoid the contractor planning and pricing for full day pay to a tradesman for a partial day of work.

In the event a construction change is determined needed, it is desirable to avoid the effect of lost time and possible delay claims while a change order approval is being sought from City Council and is being processed thereafter. There could be 30-60 days lapse during these processes. In the event the desired change affects work already under contract, there may become cause for delay claims. The other effect is that work changes foregone may result increased costs for subsequent modification.

The funds available within the SRF Loan included a construction phase contingency in the amount of \$101,596.14. In response to these extra work concerns, it is proposed to allocate the residual of this contingency amount to each of the construction contracts: \$26,130.96 to the contract with North Bay Construction and \$8,121.82 to the contract with Lake Erie Electric.

Mr. Robert DiSpirito, City Manager

Page 3

March 27, 1998

These amounts comprise the residual of the \$101,596.14 construction phase contingency after the aforementioned change orders and the inclusion of all budgeted professional engineering services in accord with the engineering services contract.

In conclusion, it recommended that the proposed change orders be approved as presented herewith.



LETTER OF TRANSMITTAL

570 EAST 345TH STREET
WILLOUGHBY, OHIO 44094
PH: (440)953-1567 * FAX: (440)953-0580

TO: City of Oberlin
85 South Main St.
Oberlin, Ohio 44074

DATE:	JUNE 13, 2000	JOB NUMBER:	96-046-80
Attn: Mr. Keith Johnson, P.E.			
Re: City of Oberlin, Water Environment Protection Improvement.			

WE ARE SENDING YOU:

☐ PLANS

☒ CHANGE ORDER

☐ ATTACHED

☐ SAMPLES

☐ PAY ESTIMATE

☐ SHOP DRAWINGS

☐ SPECIFICATIONS

☐ CONTRACT BOOKS

☐ PRINTS

☐ COPY OF LETTER

COPIES	DATE	NO.	DESCRIPTION
1		change order #1	North Bay Construction w/ Summary Sheet.
1		change order #1	Lake Erie Electric w/ Summary Sheet.
1			Project Spread Sheet.

THESE ARE TRANSMITTED AS CHECKED BELOW:

☒ FOR APPROVAL

☐ FOR YOUR USE

☒ AS REQUESTED

☐ FOR REVIEW AND COMMENT

☐ APPROVED AS SUBMITTED

☐ APPROVED AS NOTED

☐ ACCEPTED FOR USAGE

☐ REVISE AND RE-SUBMIT

☐ REJECTED

☐ RETURNED FOR
CORRECTIONS

☐ PRINTS RETURNED AFTER
LOAN TO US

☐ FOR APPROVAL

☐ SUBMIT ___ COPIES FOR
DISTRIBUTION

☐ RETURN ___ CORRECTED
PRINTS

REMARKS:

Thank You.

COPY TO: ✓

SIGNED:

Bill Boyle, P.E.

FILE: 96-046-80

cc. Mrs. Mario Wossilek, Supt.

City of Oberlin WEL Ility Improvements
Construction Contract Summary

Description	Attachment No.	Labor	Materials	Credit (Delete)	Add (Debit)	Contract Allowance Amount	Net Change Order No. 1 Amount	Original Contract Amount	New Contract Amount Including Change Order No. 1
Contract 96-1 General Trades									
North Bay Construction									
Change Order No. 1									
Item 1) 20" x 16" Reducing Tee	A	\$ 1,837.31	\$ 5,307.25		\$ 7,144.56				
Item 2) 300 L.F. - 6' Chain Link Fence	A	\$ 3,200.00	\$ 5,725.00		\$ 8,925.00				
Subtotals									
Net Debit (Add) Change Order No. 1 - General Trades Only					\$ 16,069.56	\$26,130.96	\$ 42,200.52	\$ 1,395,900.00	\$ 1,438,100.52
Contract 96-2 Electrical Trades									
Lake Erie Electric									
Change Order No. 1									
Item 1) Delete Item 16910	B	\$ -	\$ (70,100.00)	\$ (70,100.00)					
Item 2) Delete Item 16920	B	\$ -	\$ (2,688.00)	\$ (2,688.00)					
Item 3) Delete Item 16962	B	\$ (55,000.00)	\$ -	\$ (55,000.00)					
These Items Were Deleted from Original Contact									
Item 4) I & C Control Systems									
a) Pro-Tech Eng. - Systems Integrator	C	\$ 41,593.00	\$ 83,433.00		\$ 125,026.00				
b) Lake Erie Elec. Add. Electrical for Tertiary Filters	B	\$ 88,750.00	\$ 15,600.00		\$ 104,350.00				
c) Tertiary Filters Solenoid Pneumatic Piping, I-Control Panels Per Filter, Software Package (Pro-Tech Eng)	D	\$ 4,450.00	\$ 18,250.00		\$ 22,700.00				
d) Overhaul & Profit					\$ 8,685.80				
Subtotals				\$ (127,788.00)	\$ 260,781.80				
Net Debit (Add) Change Order No. 1 - Electrical Trades (Only)					\$ 132,973.80	\$8,121.82	\$ 141,095.62	\$ 433,863.00	\$ 574,958.62
Contract Amount Totals: Summary for Both Contracts									
							\$ 183,296.14	\$ 1,829,763.00	\$ 2,013,059.14
Expected Use of SRF Financing									
								Disbursement From SRF Loan without above change orders	Disbursement From SRF Loan with above change orders
Available Funds:									
Amount Borrowed from SFR Funds		\$2,424,400.00						\$2,424,400.00	\$2,424,400.00
Basis For SRF Loan Funds Includes:		SRF Share				NOT an Item or Amount in SRF Share			
Original Engineering (These were been paid from Sewer Fund These amounts should be restored to the sewer funds from which they originated.)									
Planning		\$8,600.00					\$8,600.00		
Design		\$106,700.00					\$106,700.00		
Subtotal		\$115,300.00					\$115,300.00		
Current Construction Contingency SFR Fund		\$101,596.14					\$101,596.14		
Construction (Engineering) Services Budget									
Construction Management(SRF) includes Construction Administration		\$ 66,000.00	\$45,000.00				\$45,000.00		
Resident Inspection (Based on construction duration of 15 months)		\$ 132,000.00		\$148,500.00			\$132,000.00		
Startup Services			\$6,000.00				\$6,000.00		
Record Drawing Preparation			\$15,000.00				\$15,000.00		
One Year Certification					\$6,000.00	\$6,000.00	\$6,000.00		
Operation Program updates per SRF Requirements					\$7,500.00	\$7,500.00	\$7,500.00		
For Answering questions from Peter Jen of OEPA					\$6,600.00	\$6,600.00	\$6,600.00		
Administration per SRF Funding		\$ 2,500.00			\$15,000.00	\$12,500.00	\$15,000.00		
Out of Pocket Expenses					\$1,000.00	\$1,000.00	\$1,000.00		
Total Professional Services (Construction Engineering) Budget			\$66,000.00	\$148,500.00	\$36,100.00	\$33,600.00	\$234,100.00	-\$234,100.00	-\$234,100.00
Capitalized Interest		\$177,240.86						-\$177,240.86	-\$177,240.86
Current Contract Amounts Without Change Orders		\$1,829,763.00						-\$1,829,763.00	
To Be Contract Amounts With Change Orders									-\$2,013,059.14
Residual Amount Available Within Funds Borrowed From SRF								\$183,296.14	\$0.00

CHANGE ORDER

No. 1

PROJECT: City of Oberlin, I & C Control System

DATE OF ISSUANCE:	May 15, 2000	EFFECTIVE DATE:	May 2, 2000 this is the date this contract commences
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OWNER:	City of Oberlin	Owner's CONTRACT NO.:	96 - 1
CONTRACTOR:	North Bay Construction, Inc. 25800 First Street. Westlake, Ohio	ENGINEER:	GGJ, Inc. 5000 E. 345 th St. Willoughby, OH 44094

You are directed to make the following changes in the Contract Documents:

Description: (1.) supply all the labor, materials, equipment, and supplies as necessary to perform all the work as outlined below; to install a 20 inch x 16 inch reducing tee in the Tertiary Filters that is leaking. (2) Re-install approx. 225ft. of existing 6' chain link fence and supply and install approx. 300 ft. of 6' new chain link fence. (3.) construction allowance items.

Reason for change Order: To provide a new tee to replace the one that is leaking.

Attachments: See Enclosed

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract Times:	450 (days or dates)
\$ 1,395,900.00	Substantial Completion:		450
	Ready for Final Payment:		30 days after Substantial Completion
Net changes from previous Change Orders No. to No.	Net changes from previous Change Orders No. to No.		
None	None		
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:		
\$ 1,395,900.00	Substantial Completion:		450
	Ready for Final Payment:		30 days after Substantial Completion
Net Increase (Decrease) of this Change Order:	Net Increase (Decrease) of this Change Order: (days)		
\$ 42,200.52	None		
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:		
\$ 1,438,100.52	Substantial Completion <i>Days or dates</i>		450
	Ready for final payment <i>Days or dates</i>		30 days after Substantial Completion
RECOMMENDED:	APPROVED:	ACCEPTED:	
By:	By:	By:	
GGJ, Inc.	City of Oberlin, Robert Disprito	North Bay Construction, Inc.	
Date:	Date:	Date:	

Attachment – North Bay Construction – Change Order No.1

1. Provide all labor and materials to install 20" x 16" tee in the Tertiary Filters. Add = \$7,144.56
2. Provide all labor and materials to install 300 l.f. Of new 6' chain link fence and to reinstall 225 l.f. Of existing chain link fence by the New Equalization Basin. Add = \$8,925.00.
3. Proportion of contract allowance. = \$26,130.96 (i.e.this is to handle future change orders.)
4. Summary of Change Order No. 1. North Bay Construction – Net Change Order – Add = \$ 42,200.52.

96-046-80



NORTH BAY CONSTRUCTION, INC.

Tel: (440) 835-1898 • Fax: (440) 835-0862
25800 First Street, Westlake, Ohio 44145

June 2, 2000

GGJ, Inc.
5000 East 345th Street
Willoughby, Ohio 44094

Attn: William Boyle

Re: City of Oberlin, WEP Facility Improvements

Dear Bill,

As requested, I am pleased to provide a breakdown of our quote for the removal and replacement of the cracked 20" x 16" 250lb. flanged ductile iron tee. Breakdown is as follows:

LABOR

34 Manhours @ \$37.00 =	\$1,258.00
Pyrl. Taxes and Insur. (27%)	\$ 339.66
SUBTOTAL	\$1,597.66
Profit (15%)	\$ 239.65
SUBTOTAL	\$1,837.31

MATERIAL

Dl Tee, bolts, gaskets	\$4,615.00
(Shipping, rigging incl.)	
Profit (15%)	\$ 692.25
SUBTOTAL	\$5,307.25

TOTAL COST: \$7,144.56

To re-install approximately 225 ft. of existing fence and post and to provide and install approximately 300 ft. of new 6' chain link fence our price is shown and broken down as follows: (note: work to be subcontracted to Elyria Fence)

SUBCONTRACT (Elyria Fence)

Labor	\$3,000.00
Material	\$5,500.00
Overhead & Profit (5%)	\$ 425.00
TOTAL COST:	\$8,925.00

Thank you for your time and attention. Please feel free to contact me with any questions or concerns regarding this matter.

Sincerely,

NORTH BAY CONSTRUCTION, INC.

A handwritten signature in cursive script, appearing to read "Teresa Jacobs".

Teresa Jacobs
Project Manager

CHANGE ORDER

No. 1

PROJECT: City of Oberlin, I & C Control System, Dated April, 2000

DATE OF ISSUANCE:	May 15, 2000	EFFECTIVE DATE:	May 2, 2000 This is the date this contract commences.
OWNER:	City of Oberlin	Owner's CONTRACT NO.:	96-2
CONTRACTOR:	Lake Erie Electric, Inc. 25730 First Street Westlake, Ohio 44145	ENGINEER:	GGJ, Inc. 5000 E. 345 th St. Willoughby, OH 44094

You are directed to make the following changes in the Contract Documents:

Description: (1.) To supply all the labor, materials, equipment, and supplies as necessary to perform all the work as outlined in the Plans (i.e. drawings identified as E 1 thru E 12, General Plant Improvements, and drawings E1 thru E 4 for the Tertiary Filter Improvements.) and Specifications as issued in April, 2000, contained within Addendum's No. 1 & 2. This also included the deletion of Items 16910, 16920, and 16962 of the original contract. (2.) supply all labor and materials to install all pneumatic piping in the Tertiary Filters (3.) construction allowance items.

Reason for change Order:

To provide a different direction with the I & C Control System as previously identified.

Attachments: See Enclosed

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES	
Original Contract Price:		Original Contract Times: 450	(days or dates)
\$ 433,863.00	Substantial Completion:	450	
	Ready for Final Payment:	30 days after Substantial Completion	
Net changes from previous Change Orders No. _____ to No. _____		Net changes from previous Change Orders No. _____ to No. _____	
None		None	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$433,863.00	Substantial Completion:	450	
	Ready for Final Payment:	30 days after Substantial Completion	
Net Increase (Decrease) of this Change Order:		Net Increase (Decrease) of this Change Order: (days)	
\$141,095.62		None	
Contract Price with all approved Change Orders:		Contract Times with all approved Change Orders:	
\$574,958.62	Substantial Completion:	450	
	Ready for final payment:	30 days after Substantial Completion	
RECOMMENDED:	APPROVED:	ACCEPTED:	
By:	By:	By:	
GGJ, Inc.	City of Oberlin, Robert Dispirito	Lake Erie Electric, Inc.	
Date:	Date:	Date:	

Attachment – Lake Erie Electric, Inc. –Change Order No.1

1. This is for deleting the original work for the I & C Control. Credit = (\$127,788.00).
2. This is for supplying all labor and materials for the proposed changes to the I & C Controls Contract, at the Water Environment Control Facility. This also includes the addition of I & C Controls for the Tertiary Filters. Add = \$ 236,691.80
3. This is for the supplying of all labor and materials for the installation of the pneumatic tubing and Solenoid Valves for the Tertiary Filters. Add = \$ 24,070.00.
4. This is proportioning the contract allowance for future potential change orders. Add = \$ 8,121.82.
5. Total Net Change Order No. 1, **ADD = \$ 141,095.62.**

96-046-80



Lake Erie Electric, Inc.
Contractors and Engineers

Established 1952

25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

June 1, 2000

RECEIVED

Gills, Guard and Johnson, Inc.
5000 E. 345th St.
Willoughby, OH 44094

JUN - 2 2000
GGJ, Inc. - Engineers

Attention: Mr. William B. Boyle, Jr. P.E.

Reference: Water Environment Protection Facility
City of Oberlin
Instrument and Control System Revisions
Specification Dated March 2000
Our Estimate No. 110-126-E1-R2

Gentlemen:

We propose to furnish the necessary material, labor, supervision, and tools for the above referenced project for the LUMP SUM amount of:

**ONE HUNDRED EIGHT THOUSAND NINE HUNDRED THREE AND 80/100
DOLLARS.....\$108,903.80**

Following is a breakdown of our proposal:

Additions:

Pro-Tech Eng. (quote dated 4/14/2000):	
Material.....	\$ 83,433.00
Labor.....	41,593.00
Subtotal:	\$125,026.00
Administrative Fee + 5%.....	6,251.30
Electrical Installation :	
Material.....	15,600.00
Labor.....	88,750.00

Credits:

Item 16910	P.L.C. Panels (Material)	(70,100.00)
Item 16920	Computer System (Material)	(2,688.00)
Item 16962	Data System (Subcontract)	(55,000.00)
Subtotal:		\$107,839.30
Performance Bond:		1,064.50

TOTAL: \$108,903.80

Lake Erie Electric

110-126-E1-R2

June 1, 2000

Page Two

This quote is based on the above mentioned Specification, Drawing #E1 thru #E4, and City of Oberlin letter dated 5/04/2000, accepting the Pro-Tech Eng. Proposal. This quote does not include the mechanical installation, as quoted by North Bay Construction dated 4/14/2000.

We thank you for the opportunity of submitting this proposal and hope to be of further service in the future.

Sincerely,

LAKE ERIE ELECTRIC, INC.

A handwritten signature in black ink, appearing to read "Mark G. Keller". The signature is fluid and cursive, with the first name "Mark" being more prominent than the last name "Keller".

Mark G. Keller
Project Manager

/jg



Lake Erie Electric, Inc.
Contractors and Engineers

Established 1952

25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Gills, Guard and Johnson, Inc.
5000 E. 345th St.
Willoughby, OH 44094

June 1, 2000

Attention: Mr. William B. Boyle, Jr. P.E.

Reference: Water Environment Protection Facility
City of Oberlin
Instrument and Control System Revisions
Pro-Tech Letter Dated 5/31/00
Our Estimate No. 110-126-E2-R1

Gentlemen:

We propose to furnish the necessary material, labor, supervision, and tools for the above referenced project for the LUMP SUM amount of:

TWENTY FOUR THOUSAND SEVENTY AND 00/100 DOLLARS.....\$24,070.00

Following is a breakdown of our proposal:

Additions:

Pro-Tech Eng. (quote dated 5/31/00):

Material.....	\$18,250.00
Labor.....	4,450.00
Subtotal:	\$22,700.00
Administrative Fee + 5%.....	1,135.00
Subtotal:	\$23,835.00
Performance Bond:	235.00
TOTAL:	\$24,070.00

We thank you for the opportunity of submitting this proposal and hope to be of further service in the future.

Sincerely,

LAKE ERIE ELECTRIC, INC.

Mark G. Keller
Project Manager



TELEFAX TRANSMITTAL

DATE: 4-14-00

NO. OF PAGES ONE
(Including Cover Sheet)

DELIVER TO: ROBERT THOMA

COMPANY: PRO TECH ENG.

TELEFAX NO.: 1-330-773-9928

FROM: MARK Keller

COMPANY: **LAKE ERIE ELECTRIC, INC.**
25730 FIRST STREET
P.O. BOX 450859
WESTLAKE, OHIO 44145

TELEFAX NO.: 440/835-5688

TELEPHONE NO.: 440/835-5565

FAXED
AK

MESSAGE:

REFERENCE: NEW CONTROL SYSTEM, OBERLIN
WATER PROTECTION FACILITY.

ELECTRICAL INSTALLATION = \$104,350⁰⁰

PER DWG. # E1 THRU # E4, ELECTRICAL WORK

ONLY, INCLUDES FURNISHING LP-1, 22 1/2 KYA XFMR.,

2-500VA PWR. SUPPLIES, CONDUIT, CONDUIT Supt.'s,

WIRE & TERMINATIONS. WE HAVE INCLUDED

INSTALLING VALVE LIMITS, AIR COMP. CONTROL PNL., PLC

CABINETS, FURNISHED BY CONTRCS CONTRACTOR.

GOOD LUCK

Mark Keller

June 1, 2000



Facsimile Transmission

To: Lake Erie Electric
Attn: Mr. Mark Keller
Phone Number: 440-835-5565
Fax Number: 440-835-5688

This Fax contains 1 Sheet(s) including this cover.

From: Mr. Robert Thoma
Phone Number: 330-773-9828
Fax Number: 330-773-9928
E-Mail: bob@pteinc.com

Mark:

As per your request, the following numbers are a breakdown of labor and material for the Oberlin job:

"Base" subcontract -
Material: \$83,433.00
Labor: \$41,593.00

Change Request 1-
Material: \$18,250.00
Labor: \$4,450.00

Please call with any questions or comments.

Best Regards,
Bob Thoma.

Pro-Tech Engineering, Inc.
123 E. Waterloo Rd.
Akron, OH 44319



May 31, 2000

Lake Erie Electric
Attn: Mark Keller
25730 First Street
Westlake, OH 44145

Subject: Proposal for Tertiary Filter Controls Change Order

Dear Mark,

Pro-Tech Engineering is pleased to submit a proposal to provide the tertiary valve pneumatic tubing and modification to our existing requirements of the specification.

Our approach to the job is a new installation of all pneumatic control tubing, solenoid valves, and control panels. Please see attached cut sheets on the fittings and tubing. Pro-Tech will provide the following in this change:

- Replace all tertiary filter valve pneumatic tubing with poly tubing (see attached cut sheets). Both material and labor included.
- Provide 1 control panel for each tertiary filter (total 3 panels) to contain FLC and valve control solenoids.
- Provide 1 control panel for MCC and non-filter related instrumentation, with operator interface.
- Intellution® view development package with all appurtenances.

The cost of performing the above work is \$22,700.00 complete.

Sincerely,

Robert D. Thoma, Sr.
Project Estimator

CC Maria Wossilek, Superintendent Oberlin WEPF
Job 200043 File

RDT/bt

123 E. WATERLOO ROAD, AKRON, OH 44319

PHONE: 330-773-9828

FAX: 330-773-9928

CHANGES TO PROPOSAL CHANGES TO



April 14, 2000

Lake Erie Electric
Attn: Mr. Mark Keller
25730 First Street
PO Box 450859
Westlake, Ohio 44145

Subject: Oberlin WWTP Improvements; Instrument and Control

Dear Mark,

Thank you for an opportunity for the I&C work required at the Oberlin WWTP. Included, as attachment 2, is the quotation for installation labor of \$104,305.00 presented from you. Also included is the quotation from North Bay for \$22,700.00 as attachment 3. Your request for a performance bond is noted, and we have included an allowance in our price to include bond on the work of Pro-Tech Engineering, should we be accepted for this work. Pro-Tech has received a specification book labeled "I&C Component Package - March 2000" on March 28th, 2000. We received addendum one via facsimile transmission on April 6th, 2000. We received addendum two via US Mail on April 12, 2000.

Scope of Work

All items in this quotation are in accordance with our standard exclusions stated below.

Instrumentation, as we understand it, is only required from sheets E-1 through E-4 pertaining to the tertiary filters. Our interpretation is that there are six ultrasonic level transmitters, and three differential pressure transmitters required. Pro-Tech will provide the ultrasonic level transmitters and three DP transmitters (with Valved manifolds). Pro-tech will provide start-up, calibration and O&M manuals for these.

Pro-Tech will provide the limit switches and position transmitters for the tertiary filter valves. Included are start-up and O&M manuals.

Pro-Tech will provide the phone alarm dialer. Included are start-up and configuration.

123 E. WATERLOO ROAD, AKRON, OH 44319

PHONE: 330-773-9828

FAX: 330-773-9928

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Oberlin WWTP Improvements; I&C Quotation

April 14, 2000

Page 2 of 3

Pro-Tech will provide the air compressor control panel as described on pages 16700-1 and 16700-2 of addendum 2. Included are start-up and O&M manuals.

Pro-Tech will provide a solenoid panel for filter valve operations. Included are start-up and O&M manuals.

Pro-Tech will provide the following SCADA SYSTEM:

1. Each process unit will contain the I/O required by the drawings.
2. We are using Modicon Momentum Series PLC hardware communicating using standard Interbus-S protocol over fiber optics.
3. Pro-Tech will provide the Fiber cable and terminations (Electrical to give deduct for network wire-material only)
4. Functionality will meet/exceed those listed in the specification. This includes manual filter operation from PLC-3.
5. All PLC panels will conform to UL-508A specification.
6. All PLC panels will include 600VA Tripp-Lite UPS for power conditioning and Black/Brown out ride-thru.
7. Pro-Tech will provide Intellution Fix-Dynamics SCADA software.
8. Pro-Tech will configure screens, historical collection and graphics, and full control capabilities, programming, start-up, training and one-year technical support.
9. Pro-Tech will provide a PC system to meet/exceed specification, and provide remote control capability to allow after hours access by the plant superintendent.
10. Pro-Tech will include reporting capability for the SCADA software.
11. Pro-Tech will include Microsoft® Office products for general plant management not included in the other software packages.

Please note that we are not offering a copper wire communications network, as experience has dictated that the fiber-optic network is more reliable and greatly reduces PLC failures. Pro-Tech will provide end-terminations and testing of the fiber optic cable.

Please note-Pro-Tech maintains a 24-hour/7-day week emergency service hotline for our customers. We guarantee a 1-hour call back response. Our field technicians are ISA certified, we have 15 years experience in the water/wastewater process control, as well as licensed plant operator on staff.

Pricing

\$123,770.00 Net for this scope of work and material in accordance with our standard exclusions.

Pro-Tech Engineering, Inc.

123 E. WATERLOO ROAD, AKRON, OH 44319

PHONE: 330-773-9828

FAX: 330-773-9928

Oberlin WWTP Improvements; I&C Quotation

April 14, 2000

Page 3 of 3

To perform the above using Allen-Bradley SLC-5/04 process hardware and DH+ over copper communications wire, Add \$13,700.00

Terms and Conditions

Please see Attachment 1.

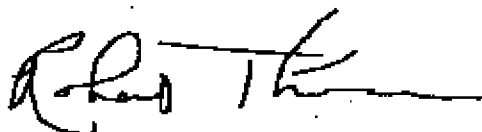
Standard Exclusions

Our scope EXCLUDES the mounting of the enclosures and instruments; custom mounting hardware and mounting or piping of any field devices; phone lines; radio towers, repeaters, poles, masts, and mounting; terminating of field wiring; providing/running of any wires or wiring conduit between enclosure and field devices; data highway wiring, fiber cable and conduit. We include no allowances unless specifically stated so in this quotation.

We will be happy to provide more detail about our ideas and methods, should this proposal be appealing to you.

Again, we thank you for this opportunity. Please call with any questions or concerns.

Sincerely,



Robert Thoma
Project Estimator

RDT/bt

Pro-Tech Engineering, Inc.

123 E. WATERLOO ROAD, AKRON, OH 44319

PHONE: 330-773-9828

FAX: 330-773-9928

PRO-TECH ENGINEERING, INC.
"PROGRESSIVE TECHNIQUES"

Attachment 1

TERMS AND CONDITIONS OF SALE

ACCEPTANCE of this Order is expressly conditioned on Buyer's agreement that the terms and conditions set forth herein, together with any plans or specifications approved in writing by Pro-Tech Engineering, are the sole terms and conditions of the Order and constitute a contract representing the entire agreement of the parties with respect to the subject matter thereof. No amendment, modification or waiver of the terms and conditions of this order shall be binding on Pro-Tech Engineering, unless made in writing and signed by an authorized representative of Pro-Tech Engineering. Any additional or different terms and conditions contained in Buyer's prior orders or responses to the Order shall be deemed objected to by Pro-Tech Engineering without need of further notice of objections and shall not be effective or binding unless asserted to in writing signed by an authorized representative of Pro-Tech Engineering. Buyer shall be deemed to have asserted to all terms and conditions contained herein upon performance or part performance by Pro-Tech Engineering under this contract. Should there be a conflict with any terms or conditions in any contract or purchase order used by Buyer, the terms and conditions herein shall prevail.

TERMS OF PAYMENT: Net cash thirty (30) days, with a discount of one percent (1%) net cash ten (10) days allowed. A service charge of one and one-half percent (1 1/2%) per month will be added to unpaid balances after thirty (30) days. If Buyer's financial condition at any time does not justify continuance of the work to be performed by Pro-Tech Engineering hereunder on the agreed terms of payment, Pro-Tech Engineering may require full or partial payment in advance. In the event Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Pro-Tech Engineering shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate of Buyer and shall receive reimbursement for its proper cancellation charges. Pro-Tech Engineering's rights under this provision are in addition to any other rights available to it at law or in equity.

TAXES: The price quoted in this contract does not include any taxes and in the event taxes of any nature are assessed, they shall be added to the price herein, unless Buyer is exempt from tax and demonstrates such exemption to the satisfaction of Pro-Tech Engineering.

WARRANTIES: Pro-Tech Engineering warrants to Buyer that equipment furnished pursuant to this contract will be free from defects in material, workmanship and title and will be of the kind and quality specified in Pro-Tech Engineering's quotation.

The foregoing equipment warranties (excluding the warranty of title) shall terminate one (1) year after the date of completion of the work or shipment of the part, requiring correction under this warranty.

Pro-Tech Engineering warrants to Buyer that software furnished pursuant to this contract will be free from defects and will be of the kind and quality specified in Pro-Tech Engineering's quotation and that engineering services performed by it will be competent and any recommendations of its representatives shall reflect their best professional knowledge or judgment.

The foregoing software warranties (excluding the warranty of title) shall terminate ninety (90) days after the date of completion of the work or shipment of the part, requiring correction under this warranty.

If any product covered by this contract fails to meet the foregoing warranties (except title), Buyer's exclusive remedies shall be for Pro-Tech Engineering to correct any such failure by either (at the option of Pro-Tech Engineering) replacing defective parts or repairing any defective parts of the equipment. Pro-Tech Engineering shall not be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures. Pro-Tech Engineering warrants that any engineering services performed by it will conform to high professional standards. Any portion which does not so conform will be corrected by Pro-Tech Engineering upon notification by the purchaser. Upon expiration of the warranty period, all liability of Pro-Tech Engineering for its equipment and services shall terminate.

Pro-Tech Engineering limits its warranty on components not manufactured by Pro-Tech Engineering to the conditions and duration of warranty offered to Pro-Tech Engineering by the component manufacturer.

NO CLAIMS FOR DIRECT OR CONSEQUENTIAL DAMAGES SHALL BE ALLOWED.

PRO-TECH ENGINEERING DISCLAIMS ANY MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR USE WITH RESPECT TO THE PRODUCTS BEING SOLD PURSUANT TO THIS CONTRACT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT OF THIS CONTRACT.

LIMITATION OF LIABILITY: Pro-Tech Engineering shall not be liable for special, incidental, or consequential damages under any circumstances, including, but not limited to, loss of profits or revenue, loss of use of equipment, or cost of temporary equipment. Pro-Tech Engineering's maximum liability, whether based in contract, tort (including negligence), or otherwise shall not exceed the price of this contract.

Unless otherwise specifically agreed to in writing by an authorized officer of Pro-Tech Engineering, no Buyer, representative or any other person shall have the right to examine or audit Pro-Tech Engineering's cost accounts, books, or records of any kind on any matter, or be entitled to or have control over any engineering or production prints, drawings, or technical data which Pro-Tech Engineering, in its sole discretion, may consider in whole or in part, proprietary to Pro-Tech Engineering.

Pro-Tech Engineering, Inc.

Page 2 of 2

DELAYS: Pro-Tech Engineering will not be liable for any delay in the performance of this contract or for any damages suffered by Buyer by reason of such delay, when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or other cause or causes (whether or not similar in nature to any of those herein above specified) beyond its control.

QUOTATIONS: This quotation will expire thirty (30) days from its date unless otherwise stated in the quotation or extended in writing by Pro-Tech Engineering.

PRICE POLICY: Prices are net to all purchasers. Prices are firm for contracts completed within one (1) year from the date of quotation. Equipment or services delivered beyond one (1) year from date of quotation will be subject to price escalation of one-half percent (1/2%) per month.

DELIVERY: Unless otherwise specified by Pro-Tech Engineering delivery will be made and title passed F.O.B. point of shipment to Buyer. Risks of loss or damage pass to Buyer on delivery. If products are to be delivered by Pro-Tech Engineering, such products are to be received and unloaded by Buyer at Buyer's expense and risk.

GOVERNING LAW: The law of the State of Ohio shall govern the validity, performance, interpretation and the effect of this agreement.

AMENDMENTS: This contract may not be modified nor rescinded in any manner except by the written agreement of both Buyer and Pro-Tech Engineering.

The above Standard Terms and Conditions are accepted:

By: _____ Title: _____
Date: _____

123 E. Waterloo Road, Akron, Ohio 44319
(330) 773-9828



Attachment 2 to Pro-Tech Proposal

TELEFAX TRANSMITTAL

DATE: 4-14-00

NO. OF PAGES ONE
(Including Cover Sheet)

DELIVER TO: ROBERT THOMA

COMPANY: PRO TECH ENG.

TELEFAX NO.: 1-330-773-9928

FROM: MARK KELLER

COMPANY: LAKE ERIE ELECTRIC, INC.
25730 FIRST STREET
P.O. BOX 450859
WESTLAKE, OHIO 44145

Received 4/14/00

TELEFAX NO.: 440/835-5688

TELEPHONE NO.: 440/835-5565

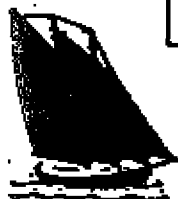
MESSAGE:

REFERENCE: NEW CONTROL SYSTEM, OBERLIN
WATER PROTECTION FACILITY,
ELECTRICAL INSTALLATION = \$104,350.00
PER DWG. # E1 THRU # E4, ELECTRICAL WORK
ONLY, INCLUDES FURNISHING LP-1, 22 1/2 KYA XFMR.,
2-500VA PWR. SUPPLIES, CONDUIT, CONDUIT Supt.'s,
WIRE & TERMINATIONS. WE HAVE INCLUDED
INSTALLING VALVE LIMITS, AIR COMP. CONTROL PNL., PLC
CABINETS, FURNISHED BY CONTRAS CONTRACTOR.

GOOD LUCK

Mark Keller

"Leading Electrical Excellence"
Since 1952



NORTH BAY CONSTRUCTION, INC.

Tel: (440) 835-1898 • Fax: (440) 835-0862
25800 First Street, Westlake, Ohio 44145

April 14, 2000

Received 4/14/00

All prospective bidders
City of Oberlin, Ohio
Controls for Tertiary Bldg.

North Bay Construction, Inc. will supply and install pneumatic tubing from the solenoid valves to the tertiary filters for the lump sum price of:

Twenty Two Thousand Seven Hundred Dollars \$ 22,700.00


This price includes the following:

1. Mounting the solenoid valve enclosure (supplied by others)
2. Installation of pneumatic tubing from the solenoid valves to the filters (approximately 30 lines).
3. Installation of supply air line to the valve enclosure.

The following items are supplied by others:

1. All valves and controls
2. All materials except pipe, tubing and fittings.

Sincerely
North Bay Construction, Inc.


James J. Manns

Pro-Tech Engineering, Inc.
123 E. Waterloo Rd.
Akron, Ohio 44319
Phone: 330/773-9828
Fax: 330/773-9828



FAX COVER PAGE

5000 East 345th Street
Willoughby, OH 44094

Phone 440 953-1357
Fax 440 953-0580

E-mail jim@ggte.com
Web www.ggte.com

Date: 4/18/00

Total Number of Pages 2 (including cover page)

To: Mr. Robert Thoma, Project Estimator

Company: Pro - Tech Engineering, Inc.

Fax No.: 1-330-773-9928

RE: City of Oberlin I & C Systems Integrator Proposal, After reviewing your proposal for the above mentioned project we have a few questions needing answers regarding your proposal;

1.) Your proposal mentions sheets E 1 – E4, However there was another set of drawings provided to you i.e. Drawings E 1 – E 12. Are PLC –1 and PLC –2, Which were part of these drawings just mentioned, part of your proposal? They aren't mentioned in your proposal at all. 2.) Your proposal mentions using Fiber Optics as the Data Highway. Does this mean that all 2,500 L.F. of the Data Highway for this project will be Fiber Optics? Is the supplying and installation of the Fiber Optics Cable and Conduit part of your proposal? Does your proposal also include the necessary communication cards, for the PLC's, to communicate to the Data Highway? Does your proposal also include the Junction Boxes needed in order to terminate the slicing of the Data Highway? Does your proposal also include the Fiber Optics pigtails from the junction boxes to the PLC's? 3.) No mention in your proposal of the difficult time schedule for implementing of the necessary work in the Tertiary Filters? 4.) No mention of Start Up and Training Services as being part of your proposal? How much time is allocated in your proposal for these Services? 5.) As mentioned in the information provided to you on this project, If the Ultraviolet Disinfection Supplier uses Allen –Bradley PLC Slc 5/04 how will this interface with the proposed Modicon PLC's and the proposed Data Highway? 6.) In your proposal you have mentioned your **Standard Exclusions Section**, if these tasks are to be excluded from your proposal, who is responsible for carrying out these tasks? Where is the fee for performing these tasks? 7.) You were asked to explain how you would go about accomplishing this I & C Systems Integrator Tasks for this project, there was no narrative contained within your proposal?

Please Expand? I need your response on these matters by no later than Friday of this week.

REMARKS:

Thank You ;

From: Bill Boyle P.E.

To Confirm:

If you do not receive all of the pages, please call 440/953-1567 as soon as possible.

CONFIDENTIALITY NOTICE: The documents accompanying this facsimile transmission contain confidential information belonging to the sender who is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone to arrange for return of the original documents to us.



April 21, 2000

GGJ Consulting Engineers

Attn: Mr. William Boyle
5000 E 345th St.
Willoughby, OH 44094

Subject: I & C Proposal Response

Dear Mr. Boyle,

We received you facsimile of April 19, 2000. In response to you query, we offer the following:

1.) Your proposal mentions sheets F1 - E4, However there was another set of drawings provided to you i.e. Drawings F1 - F12 Are PLC 1 and PLC-2, which were part of these drawings just mentioned, part of your proposal? They aren't mentioned in your proposal at all.

We are providing PLC 1 and PLC 2. The reference in our scope comment pertained to sheets E1 through E4 was for the instruments (ie: level, differential pressure). The PLCs are addressed as part of the reference to the SCADA system.

2.) Your proposal mentions using Fiber Optics as the Data Highway. Does this mean that all 2500 L.F. of the Data Highway for mis project will be Fiber Optics? Is the supplying and installation of the Fiber Optics Cable and Conduit part of your proposal? Does your proposal also include the necessary communication cards, for the PLC's, to communicate to the Data Highway? Does your proposal also include the Junction Boxes needed in order to terminate the slicing of the Data Highway? Does your proposal also include the Fiber Optics pigtails from the junction boxes to the PLC's?

We are using fiber optics as part of the local area network (LAN). We calculated fiber to connect PLC1 (including the "remote I/O"), PLC2, & PLC3 based on the conduit layout shown on drawing sheet E1 of 12. A clarification/change in our proposal under the SCADA system description, we will provide the fiber optic cable terminations (not the fiber cable). We recommend using riser rated cable (6 conductor cable). We will provide ST connectors and labor to install these connectors. We will provide "closet boxes" (fiber termination panels) in our panels to accomodate the jumpers (we provide). All the hardware required interfacing the PLCs and SCADA PC to the fiber LAN is provided. We will not provide conduit and fiber optic cable. The fiber optic cable would be installed in the same conduit

123 E. WATERLOO ROAD, AKRON, OH 44319

PHONE: 330-773-9828

FAX: 330-773-9928

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Oberlin WWTP Improvements; I&C Response

April 21, 2000

Page 2 of 3

proposed for the copper wire LAN. We figure a near trade off in price of "blue hose" (Allen-Bradley *Data-Highway* @ Cable) based upon data from our local electrical supplier.

3) No mention in your proposal of the difficult time schedule for implementing of the necessary work in the Tertiary Filters?

We shall meet all time schedules provided required coordinated work with others is also completed.

4) No mention of Start Up and Training Services as being part of your proposal? How much time is allocated in your proposal for these Services?

Start up is mentioned as being provided in our proposal for all items. We will clarify that the instruments will be included in the training as stated in the SCADA portion of the proposal. The time allotted for training is to achieve our goal of customer satisfaction. We will provide whatever is necessary to make the customer feel confident with their system and all related components.

5.) As mentioned in the information provided to you on this project, If the Ultraviolet Disinfection Supplier uses Allen -Bradley SLC 5/04 how will this interface with the proposed Modicon PLC's and the proposed Data Highway?

Pending a query to the GC, we are proposing to either (a) add a modbus communications card to their panel or (b) build their panel for them or (c) substitute a modbus ready processor card. Either way, we are prepared to, and will, handle this integration.

6.) In your proposal you have mentioned your Standard Exclusions Section, if these tasks are to be excluded from your proposal, who is responsible for carrying out these tasks? Where is the fee for performing these tasks?

Our standard exclusions are based on services normally provided by General Contractors, Electrical Contractors, and Mechanical Contractors.

As a subcontractor, we are fully prepared to offer any installation assistance and job coordination to assure a complete and working system, finished on time, and to the customers' satisfaction. Our price reflects our confidence based on experience in this matter.

Concerning installations and proposals to us by others: Since we are part of the electrical contract, the electrical contractors installation price becomes a moot point. If the GC is to be included in our price, we must mark-up the price to cover various financing and bonding costs, as well as management fees to cover the responsibility. With their current proposal, this would total to \$3,700. We would like to point out the GC's proposal did not include installation of the field instruments that require piping in (differential pressure and pressure switch).

Pro-Tech Engineering, Inc.

123 E. WATERLOO ROAD, AKRON, OH 44319

PHONE: 330-773-9828

FAX: 330-773-9928

Oberlin WWTP Improvements; I&C Response

April 21, 2000

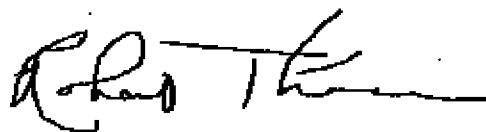
Page 3 of 3

7) You were asked to explain how you would go about accomplishing this I & C Systems Integrator Tasks for this project, there was no narrative contained within your proposal? Please Expand?

We submit, for your approval all instrumentation, SCADA and PLC equipment based upon the specifications and drawings relating to this job. After approval, we procure the instruments, equipment and parts. We, at that point, deliver the instruments to the proper contractors and start assembly of the panels. Any installation assistance requested for instruments is offered at this time. As soon as panels are fully assembled, they are completely shop tested and shipped to the job site. During the assembly and installation phase, the SCADA software development starts off-site. Field-testing of the panels commences. Pro-Tech Engineering's project manager will coordinate with the other trades the various aspects of the project for start-ups. SCADA equipment is installed and started up. Instrument calibrations are checked and processes are placed online one at a time to allow for a smooth migration into automated control. Upon substantial completion of the job, Operations and Maintenance manuals will be issued and operator training will occur. The system is turned over to the customer at this point. The final phase of operation is the "punchlist" phase and closeout. *After the project is complete, we provide assistance in operation and programming (to ensure customer satisfaction) at no additional charge.*

We hope this clarifies all of your concerns. We look forward to working with you on this project. We again thank you for inviting us into this opportunity. Please call with any questions or concerns.

Very Sincerely,



Robert Thoma
Project Estimator

RDT/bt

Pro-Tech Engineering, Inc.
123 E. WATERLOO ROAD, AKRON, OH 44319
PHONE: 330-773-9828
FAX: 330-773-9928