



## CITY OF BLACK DIAMOND

April 5, 2016, 6:30 p.m. – Special Council Meeting and Government Operations  
and Administration Council Committee Meeting Agenda  
25510 Lawson St., Black Diamond, Washington

Pursuant to Rules of Procedure of the City Council of Black Diamond, Washington, Section 18, this Standing Committee Meeting is also noticed as a Special Council Meeting whose agenda is limited to committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to the full council meetings.

## Agenda

Black Diamond City Council Government Operations & Administration Standing Committee (Chair: Erika Morgan, Patricia Pepper, Tamie Deady)

This committee's work scope includes: issues related to the operations and administration of City Departments and shall consider issues related to public health, safety and welfare of the citizens of Black Diamond including but not limited to, law enforcement, fire safety, court, hazardous materials, animal control, special events and emergency services. The Committee shall consider matters related to water, sewer, solid waste, recycling, utility franchises, storm water management, transportation, capital improvement program, transit, streets, street lighting, signalization, street local improvement, planning and implementation of park and recreational facilities, trails and cemetery.

CALL TO ORDER, ROLL CALL

APPROVAL OF MINUTES FROM PRIOR MEETING(S)

1) Public comment on topics in this committee's scope or on agenda items.

2) Discussion of Resolution 16-1079 Confirming Mayor's Appointment to Civil Service Commission Position #3.

Action may be taken in the form of a recommendation to place this Resolution on the next regular council meeting agenda.\*

3) Discussion of Resolution 16-1080, authorizing the Mayor to execute an agreement with ReturnMeds for the medicine return program through the Police Department.

Action may be taken in the form of a recommendation to place this Resolution on the next regular council meeting agenda.\*

4) Discussion of Resolution 16-1081 authorizing the Mayor to sign a contract with PumpTech, Inc. to supply and install a new 12 pound per day On-Site Sodium Hypochlorite Generation System.

Action may be taken in the form of a recommendation to place this Resolution on the next regular council meeting agenda.\*

5) Possible discussion item of truck traffic and AASHTO (American Association of State Highway Transportation Officials) standards

6) Discussion of Committee work program and future agendas.

#### ADJOURNMENT

\* Per Black Diamond City Council Rule of Procedure 18.1.1: No ordinance or resolution shall be placed on the Council Agenda for enactment unless it has received a "do-pass" or "no recommendation" recommendation by a Council Standing Committee.

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b>  <b>Resolution No. 16-1079, confirming the Mayor's appointment to the Civil Service Commission</b>	<b>Agenda Date: February 18, 2016</b>	
	<b>AB16-021</b>	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	
Fund Source: --	Court – Stephanie Metcalf	
Timeline:		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 16-1079; application</b>		
<b>SUMMARY STATEMENT:</b>  Staff advertised for the vacancy on the Civil Service Commission and one application was received. An interview committee consisting of Mayor Benson, Councilmember Edelman, Councilmember Deady, and Civil Service Secretary Luzville Goebel interviewed the applicant.  After careful consideration, the Mayor is seeking confirmation of her appointment of Becky Arnold to the Black Diamond Civil Service Commission Position No. 3, with said term to expire December 31, 2020.  FISCAL NOTE (Finance Department): N/A		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-1079, authorizing the Mayor's Civil Service Commission appointment of Becky Arnold to the Black Diamond Civil Service Commission Position No. 3.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 18, 2016		

**RESOLUTION NO. 16-1079**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
CONFIRMING THE MAYOR'S APPOINTMENT TO THE CIVIL  
SERVICIE COMMISSION**

**WHEREAS**, in accordance with Black Diamond Municipal Code 2.64.020, members of the Civil Service Commission shall be appointed by the Mayor and confirmed by the City Council; and

**WHEREAS**, this Resolution confirms the Mayor's appointment to the City of Black Diamond Civil Service Commission;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** That the Mayor's appointment of Becky Arnold to the City of Black Diamond Civil Service Commission Position No. 3 is hereby confirmed; said term to expire on December 31, 2020.

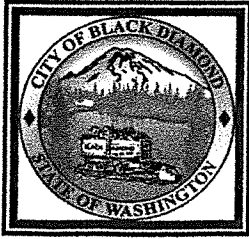
**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT  
A SPECIAL MEETING THEREOF, THIS 18<sup>TH</sup> DAY OF FEBRUARY, 2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk



## CITY OF BLACK DIAMOND

### Commission Application

Mailing Address: PO Box 599

Physical Address: 24301 Roberts Drive

Black Diamond, WA 98010

Phone: 360.886.5700 - Fax: 360.886.2592

RECEIVED

NOV 5 2015

BY

CITY HALL

Name: Becky Arnold

Address: 30420 Cumberland Dr Black Diamond, WA 98010

Home Phone: 360-886-2536

Business Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

How long at Residence: 9 yrs

Best time to contact: evening

Commission desired:

1.) Black Diamond civil service commission

2.) \_\_\_\_\_

Reason you are interested in serving: \_\_\_\_\_

to support Black Diamond police Department

Previous community activities: None

Applicable education, occupational, and specialized experience: \_\_\_\_\_

work community center Bask program

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1.) Can you foresee possible conflicts of interest with any of your current employment or civic positions:

None

2.) When making these recommendations do you feel you could be impartial and base your decision on the overall need and benefit of the Community: yes

Are there any days or evenings you are unavailable to meet? None

Signature: Becky Arnold

Date: 11-22-2015

Please return completed form and any additional information to:

City of Black Diamond - Attn: City Clerk, 24301 Roberts Drive., PO Box 599, Black Diamond, WA 98010

For more information please call (360) 886-5700

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b>  <b>Resolution authorizing the Mayor to execute an agreement with ReturnMeds for the medicine return program through the Police Department</b>	<b>Agenda Date: April 7, 2016</b>	
	<b>AB16-022A</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	<b>X</b>
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	
Fund Source: --	Court – Stephanie Metcalf	
Timeline:		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Proposed Resolution; Agreement</b>		
<b>SUMMARY STATEMENT:</b> In 2013, the King County Board of Health passed a rule and regulation to create a drug take-back system for King County residents. The goal of the take-back program is to protect public health and the environment by reducing the amount of medicines available for misuse and keeping waste medicines out of waterways and water supplies.  In October 2015, King County approved ReturnMeds as the only standard plan for King County.  This agreement would allow for an establishment of a convenient, safe, secure and environmentally sound medicine return program for unwanted medicines from households through ReturnMeds, a pharmaceutical collection and disposal program that covers the cost of collection, transportation, and hazardous waste disposal, and does not rely on government funding.  <b>FISCAL NOTE (Finance Department):</b> There is no cost to the city for this program other than staff time, which is budgeted and minimal. Designated staff are responsible for installing and removing the inner liners from the ReturnMeds Kiosks.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. (Clerk will assign at adoption), authorizing the Mayor to execute an agreement with ReturnMeds in support of a secure, convenient medicine return program to reduce the public safety and environmental impacts of unwanted medicines.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 17, 2016	Sent to Committee	
April 7, 2016		

**RESOLUTION NO. 16-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT WITH RETURNMEDS IN SUPPORT OF A  
SECURE, CONVENIENT MEDICINE RETURN PROGRAM  
TO REDUCE THE PUBLIC SAFETY AND  
ENVIRONMENTAL IMPACTS OF UNWANTED MEDICINES**

**WHEREAS**, each day, 44 people in the United States die from overdose of prescription painkillers; and

**WHEREAS**, 54.2% of prescription drug users get them free from a friend or relative; and

**WHEREAS**, prescription medicines are the drug of choice among 12 and 13 year olds; and

**WHEREAS**, unwanted medicines left in the home could increase opportunities for drug abuse, drug diversion, and accidental poisoning; and

**WHEREAS**, the City of Black Diamond desires to provide a location for the collection of unwanted and/or waste pharmaceuticals for its citizens; and

**WHEREAS**, ReturnMeds has elected to operate a pharmaceutical collection and disposal program in Black Diamond; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The City Council hereby supports the establishment of a convenient, safe, secure and environmentally sound medicine return program for unwanted medicines from households through ReturnMeds, a pharmaceutical collection and disposal program that covers the cost of collection, transportation, and hazardous waste disposal, and does not rely on government funding.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

## MASTER SITE COLLECTION AGREEMENT

THIS RETURNMEDS MASTER SITE COLLECTION AGREEMENT ("Master Agreement") is dated as of \_\_\_\_\_ (the "Effective Date"), and is between ReturnMeds LLC ("ReturnMeds"), a Delaware company with its principal place of business at 1000 Parkwood Circle, Suite 200, Atlanta, Georgia 30339, and the City of Black Diamond, a Washington municipal corporation located at 25510 Lawson Street, Black Diamond, WA 98010 ("Collector" or "you").

### RECITALS

A. WHEREAS, ReturnMeds has elected to operate pharmaceutical collection and disposal programs in King County, Washington, and potentially other jurisdictions in the future;

B. WHEREAS, ReturnMeds engages third parties to serve as locations within these programs where unwanted and/or waste pharmaceuticals may be deposited, by ultimate users, in onsite, secure kiosks provided by ReturnMeds for later disposal;

C. WHEREAS, ReturnMeds promotes participating third-party collection locations on its website and encourages individuals to deposit unwanted and/or waste pharmaceuticals at such locations; and

D. WHEREAS, Collector desires to provide locations at which unwanted and/or waste pharmaceuticals may be deposited in ReturnMeds' kiosks pursuant to the pharmaceutical stewardships laws in effect in the jurisdictions in which those locations are located;

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. DEFINITIONS.

For purposes of this agreement, the following definitions apply:

(a) "**Agreement**" means this Master Agreement and any Exhibit attached hereto and incorporated herein.

(b) "**Collection Location(s)**" means the location(s) specified on Exhibit C to this Agreement where Eligible Depositors may deposit Covered Drugs at ReturnMeds Kiosks for pickup by Designated ReturnMeds Transporter(s). Collection Locations may include Long-Term Care Facilities.

(c) "**Covered Drugs**" means, for each Covered Territory, the pharmaceuticals governed by the Pharmaceutical Stewardship Law of that Covered Territory, as indicated in Exhibit A under that Covered Territory's name.

(d) "**Eligible Depositors**" means, for each Covered Territory, the individuals and entities eligible under the Pharmaceutical Stewardship Law of that Covered Territory to deposit Covered Drugs at a Collection Location, as indicated in Exhibit A under that Covered Territory's name.

(e) "**Covered Territory**" means a Territory listed in Exhibit A.

(f) "**Designated Collector Employees**" means employees of a Collector who are trained regarding the proper oversight and use of the ReturnMeds Kiosks and who: (i) prepare deposited Covered Drugs for pickup by Designated ReturnMeds Transporters; and/or (ii) supervise the pickup of Covered Drugs from a Collection Location(s).

(g) "**Designated Employees**" means Designated Collector Employees and/or Designated LTCF Employees, as determined by the context of its use.

(h) "**Designated LTCF Employees**" means employees of a Long-Term Care Facility who are trained regarding the proper oversight and use of the ReturnMeds Kiosks and who: (i) along with Designated Collector Employees, prepare deposited Covered Drugs for pickup by Designated ReturnMeds Transporters; and/or (ii) along with Designated Collector Employees, supervise the pickup of Covered Drugs from a Long-Term Care Facility.

(i) "**Designated ReturnMeds Transporters**" means the third parties responsible for picking up Covered Drugs from Collection Locations in the Covered Territory(ies) and transporting the Covered Drugs for disposal.

(j) "**Inner Liner**" means an inner liner within a ReturnMeds Kiosk used for the collection of Covered Drugs.

(k) "**Laws**" means any and all federal, state, and local laws, rules, regulations, orders, and ordinances, including but not limited to any U.S. Drug Enforcement Agency regulations and any Pharmaceutical Stewardship Laws enacted by a Covered Territory concerning or relating to the collection, handling, transport, and/or disposal of pharmaceuticals.

(l) "**Long-Term Care Facility**" means a long-term care facility at which Collector is authorized under applicable Laws to have a ReturnMeds Kiosk installed for Eligible Depositors to dispose of Covered Drugs.



(m) **"Pharmaceutical Stewardship Law"** means a law governing the collection and disposal of pharmaceuticals.

(n) **"Regulated Stewards"** means an entity responsible under a Pharmaceutical Stewardship Law for the collection and disposal of Covered Drugs.

(o) **"ReturnMeds Kiosk"** means a secure pharmaceutical collection receptacle provided by ReturnMeds at a Collection Location during the Term of this Agreement and used by Eligible Depositors to deposit Covered Drugs at that Collection Location.

(p) **"ReturnMeds Website"** means the collection of web pages accessible via the Internet at <http://www.call2recycle/returnmeds.org>.

(q) **"Stewardship Plan"** means a Covered Territory-specific pharmaceutical collection and disposal plan developed by ReturnMeds on behalf of Regulated Stewards to meet the requirements of that Covered Territory's Pharmaceutical Stewardship Law and submitted to the governmental entity responsible for review, approval, and/or oversight of the plan in accordance with that Covered Territory's Pharmaceutical Stewardship Law.

(r) **"Stewardship Program"** means a Covered Territory-specific pharmaceutical collection and disposal program operated by ReturnMeds on behalf of Regulated Stewards in accordance with an approved Stewardship Plan.

(s) **"Term"** means an Initial Term or a Renewal Term, as those terms are defined in Section 5 of this Agreement.

(t) **"Territory"** means a specific State, county, or city located within the fifty (50) United States, the District of Columbia, the Commonwealth of Puerto Rico, or any Province of Canada, in which ReturnMeds operates a Stewardship Program.

## **2. COLLECTOR SERVICES AND RESPONSIBILITIES.**

(a) Collector shall allow ReturnMeds to install ReturnMeds Kiosks containing Inner Liners at each Collection Location listed in Exhibit C in secure, controlled locations acceptable to both Collector and ReturnMeds and in accordance with all Laws, including but not limited to DEA regulations at 21 C.F.R. Part 1317. Each ReturnMeds Kiosk shall remain at the Collection Location at which it is installed and be available to Eligible Depositors to dispose of Covered Drugs for the entirety of each Term of this Agreement unless agreed to otherwise in writing by both Parties.

(b) Collector shall allow Eligible Depositors in the Covered Territory(ies) to deposit Covered Drugs in the ReturnMeds Kiosks during regular business hours.

(c) Collector shall use reasonable efforts to prevent anyone other than Eligible Depositors to deposit Covered Drugs into the ReturnMeds Kiosks.

(d) Collector shall not charge Eligible Depositors any fees to deposit Covered Drugs into the ReturnMeds Kiosks.

(e) Collector shall make every reasonable effort to not allow anything other than Covered Drugs to be deposited into the ReturnMeds Kiosks.

(f) Collector shall ensure the proper training of Designated Employees regarding the installation, oversight, use and removal of ReturnMeds Kiosks and Inner Liners.

(g) Collector shall periodically inspect the ReturnMeds Kiosks to monitor general wear and tear and shall promptly inform ReturnMeds if the ReturnMeds Kiosks are in need of maintenance or repair.

(h) Collector hereby acknowledges that ReturnMeds will provide shipping containers and labels for the pickup and disposal of Covered Drugs on behalf of Regulated Stewards participating in a Stewardship Program in one or more Covered Territory(ies). Upon request, Collector shall provide ReturnMeds and/or its Regulated Stewards with any information they reasonably require to demonstrate compliance with applicable Laws.

(i) Each installed ReturnMeds Kiosk shall remain under the sole control and custody of Collector for the entire Term of this Agreement. Collector shall comply with the procedures in Exhibit B to this Agreement regarding the operation and security of the ReturnMeds Kiosks and the handling and removal of Covered Drugs from ReturnMeds Kiosks and/or Collection Locations.

(j) Collector shall comply with all applicable Laws in the performance of its obligations under this Agreement.

(k) Collector shall operate its Collection Locations in compliance with all applicable Laws.

(l) Collector agrees that ReturnMeds may list the Collection Locations on the ReturnMeds Website. ReturnMeds may make use of Collector's brand names and/or logos, if any, in statements related to a Stewardship Plan or Stewardship Program that appear on the ReturnMeds Website and/or other print and electronic materials, including, but not limited to, banners, brochures, and press releases pertaining to that plan or program, *provided*, however, that such statements shall not assert or imply that Collector is participating in a Stewardship Plan or Stewardship Program that is not indicated on Exhibit A, which is attached hereto and incorporated into this Agreement.

### 3. RETURNMEDS RESPONSIBILITIES.

(a) ReturnMeds will install ReturnMeds Kiosks containing Inner Liners at Collection Locations at a time mutually agreeable to the Parties. The ReturnMeds Kiosks will be installed in accordance with: (i) the requirements of this Agreement; (ii) the Stewardship Program for the Covered Territory in which the ReturnMeds Kiosk is located; and (iii) all applicable Laws, including but not limited to 21 C.F.R. Part 1317.

(b) ReturnMeds will:

(i) upon installation of a ReturnMeds Kiosk at a Collection Location, promptly publish that Collection Location on the ReturnMeds Website. ReturnMeds shall promptly update the ReturnMeds Website to reflect any changes to the Collection Locations; and

(ii) if required by a Covered Territory, inform the regulatory agency responsible for implementing the Covered Territory's Pharmaceutical Stewardship Law that the Collection Location(s) is/are part of the Stewardship Program in the Covered Territory.

(c) ReturnMeds will provide training to Designated Employees regarding the proper oversight and use of the ReturnMeds Kiosks and the installation and removal of Inner Liners.

(d) ReturnMeds shall use its best efforts to ensure that the Designated ReturnMeds Transporter(s):

(i) complies with the procedures in Exhibit B to this Agreement regarding the transportation of Covered Drugs to an approved destruction facility.

Notwithstanding section 3(d)(i) above, the Designated ReturnMeds Transporter(s) may refuse to pick up Covered Drugs if the Inner Liner is not prepared for pickup in accordance with Exhibit B and any applicable Law.

(e) ReturnMeds shall arrange for all Covered Drugs that are picked up from Collection Location(s) to be disposed of in accordance with all applicable Laws.

(f) ReturnMeds and ReturnMeds Transporters shall comply with all applicable Laws in the performance of its obligations under this Agreement.

### 4. HANDLING FEES.

ReturnMeds shall not be obligated to pay Collector any fees for any activities described by this Agreement.

### 5. DURATION AND TERMINATION OF AGREEMENT.

(a) This Agreement shall be in effect from the Effective Date through the end of the second calendar year following the first anniversary of the Effective Date (the "Initial Term"). The agreement shall be automatically renewed annually thereafter on a calendar year by calendar year basis (each a "Renewal Term") unless terminated as provided in subsection (b) below. Either Party may decline to renew this Agreement, with or without cause, by providing to the other Party at least ninety (90) calendar days' written notice prior to the expiration of the Term then in effect a notice of non-renewal.

(b) This Agreement may be terminated at any time as provided below:

(i) By mutual agreement of the Parties; *provided*, however, that no such agreement shall be valid unless it is in writing and is signed by both Parties;

(ii) By either Party pursuant to Section 11; and

(i) By either Party following ten (10) calendar days' written notice in the event that:

(A) the other Party commits a material breach of this Agreement, and that breach is not cured within thirty (30) calendar days after that Party has received written notice of the breach;

(B) A proceeding is filed by or against the other Party under any chapter of the federal bankruptcy laws;

(C) A trustee or receiver is appointed for the other Party; or

(D) If the other Party is privately held, there is a change of ownership of the other Party.

(c) If this Agreement expires or is terminated for any reason, the provisions relating to confidentiality, governing law, dispute resolution, jurisdiction, indemnification, and liability shall remain in effect.

### 7. INDEMNIFICATION.

(a) Each Party (an "Indemnifying Party") shall indemnify and hold harmless the other Party and its successors, assigns, directors, officers, employees, agents, and representatives (the "Indemnified Party") from and against any and all liabilities, demands, causes of action, lawsuits governmental agency actions, losses and damages of all kinds, fines, penalties, costs and expenses, as well as any and all claims

for any of the foregoing, including, but not limited to, reasonable attorneys' fees and costs of court, arising from or relating to the Indemnifying Party's negligence or willful misconduct.

(b) The Indemnifying Party shall (i) defend at its own cost and through counsel of its own choice or (ii) settle, subject to the approval of the other Party, such approval not to be unreasonably conditioned, withheld or delayed, any actions or suits against the other for which it is responsible hereunder and shall reimburse the other for reasonable attorneys' fees, interest, costs of suit, and all other expenses incurred by the other in connection therewith.

(c) The Indemnified Party shall (i) provide the Indemnifying Party with prompt written notice of any claim, suit, or proceeding for which the indemnified Party is seeking indemnity, and (ii) reasonably cooperate with the defense or settlement negotiations, as the case may be, conducted by the Indemnifying Party.

(d) Except as otherwise set forth in this Agreement, each party will assume liability for itself, for its employees and agents, and for any injury to persons or property resulting in any manner from the conduct of its own operations.

(e) Nothing in this Section 7 shall bar any legal remedies that either Party may have against the other Party for failure to fulfill obligations arising under this Agreement.

#### **8. LIMITATION OF LIABILITY.**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OR ALLEGED TO ARISE OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR CUSTOMER GOODWILL, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9. TITLE TO COVERED DRUGS.**

Title to Covered Drugs and any other materials deposited at ReturnMeds Kiosks shall remain with Collector until removed from ReturnMeds Kiosks by the Designated ReturnMeds Transporter(s).

#### **10. DISPUTE RESOLUTION.**

(a) If either Party wishes to inform the other Party of a dispute arising under or connected with this Agreement, the Party will promptly notify the other Party in writing of the dispute. The Parties will seek to resolve the dispute informally.

(b) If the dispute has not been resolved informally within thirty (30) calendar days after the receipt of written

notice either party may file a lawsuit to enforce this Agreement in Pierce County Superior Court, Pierce County Washington. The prevailing (or substantially prevailing party shall be reimbursed by the other party for its reasonable attorneys' fees, expert witness fees and costs. ,

(c) Nothing in this Agreement limits your right or the right of ReturnMeds to seek a preliminary injunction against the other Party pending the resolution of the dispute or lawsuit.

#### **11. ASSIGNMENT.**

This Agreement and any or all of ReturnMeds' obligations hereunder may be assigned by ReturnMeds to any successor entity(ies). This Agreement may not be assigned by you other than to an entity controlled by or in common control with you.

#### **12. UNFORESEEN OCCURRENCES.**

Any delay or failure by either Party in the material performance of its obligations arising under this Agreement shall be excused if and to the extent the failure is due to a cause or causes beyond the reasonable control of the Party ("Force Majeure"); *provided*, however, that the Party affected by Force Majeure must give the other Party prompt written notice of the delay and must be diligent in attempting to remove such cause or causes. Force Majeure includes, but is not limited to, acts of God, strikes, action of regulatory agencies, fire, flood, wind storm, explosion, riot, war, and sabotage. If the Force Majeure is not rectified within sixty (60) calendar days of written notice, Collector or ReturnMeds (as the case may be) may terminate this Agreement. Such termination of the Agreement will be effective thirty (30) calendar days after Collector or ReturnMeds provide written notice of such termination.

#### **13. NO AGENCY.**

Collector is not the agent of ReturnMeds for any purpose. ReturnMeds is the agent of Collector for any purpose. Nothing in this Agreement shall be interpreted to create such an agency relationship between the Parties. Neither ReturnMeds nor Collector shall represent that either Party is an agent of the other Party.

#### **14. AUTHORITY.**

By executing this Agreement, each signatory represents that the entity on behalf of which he or she is signing is authorized to be bound by it, and that he or she has authority to bind that entity for purposes of this Agreement.

## **15. NOTICE.**

Any notice required under this Agreement must be in writing and delivered by hand, by certified or registered mail with the proper postage and return receipt requested, by a nationally-recognized overnight delivery service, or by confirmed electronic delivery. These notices must be sent to a Party at the address set forth below, unless that Party has provided a new address in writing:

### **TO RETURNMEDS:**

Roxane Peggs  
ReturnMeds LLC  
1000 Parkwood Circle  
Suite 200  
Atlanta, GA 30334  
Phone: 678-419-9900  
Fax: 678-419-9986  
Email: rpeggs@call2recycle.org

### **TO CUSTOMER:**

Customer Name:

Mayor Carol Benson  
City of Black Diamond  
15510 Lawson Street  
Black Diamond, WA 98010  
Email: cbenson@ci.blackdiamond.wa.us

Notice shall be deemed effective only when it has been received by the intended recipient, or when the intended recipient refuses receipt. Either Party may change the notice address by following the procedure established by this Section.

## **16. CONFIDENTIALITY.**

Neither Party shall, without the other Party's prior written consent, at any time (i) use any confidential information for any purpose other than in connection with this Agreement, or (ii) disclose any portion of any confidential information to third parties except as may be required by law or except disclosure to auditors, attorneys, accountants or consultants retained by a Party in the course of business who agree to be bound by confidentiality obligations such as those provided in this Agreement. If a Party is required to disclose any confidential information pursuant to an order or requirement of a court, administrative agency, or other governmental body, the Party shall provide prompt written notice of such order or requirement to the other Party so that the other Party may seek a protective order, and the Disclosing Party shall use reasonable efforts to cooperate

with the other Party in its efforts to obtain a protective order.

## **17. CONSTRUCTION, MODIFICATION, AND INTERPRETATION OF AGREEMENT.**

(a) This Agreement shall be interpreted pursuant to the laws of the State of Washington and shall be deemed to have been entered into in the State of Washington.

(b) No modification of this Agreement shall be valid unless it is in writing and is signed by the duly authorized representatives of both Parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and is signed by the Party against whom it is sought to be enforced. The failure of any Party at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth in this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement, or understanding at a future time.

(c) Each Party hereto irrevocably consents to the jurisdiction of Pierce County Superior Court, Pierce County, Washington, or the federal court of the Western District of Washington, Tacoma, WA, in connection with any action by ReturnMeds arising out of or relating to this Agreement. In any such action, each Party waives personal service of any summons, complaint, or other process and agrees that the service thereof may be made by certified or registered mail directed to the Party at its address as set forth herein. Each Party also irrevocably waives any objection to the lack of venue of any action by ReturnMeds arising out of this Agreement in the courts listed above, and irrevocably waives and agrees not to plead or claim in any such court that any such action brought in any such court has been brought in an inconvenient forum.

(d) In the event that any particular provision of this Agreement is found to be invalid or unenforceable, it is the intent of the Parties that the Agreement be construed or reformed to the fullest extent possible so as to conform to the manner in which it was originally intended to operate.

(e) This Agreement may be executed in identical counterparts which, taken together, shall be considered a single instrument.

(f) The headings and captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The use of the word "including" herein shall mean "including without limitation."

IN WITNESS THEREOF, the parties are signing this agreement as of the Effective Date set forth above.

**ReturnMeds:**

ReturnMeds LLC

1000 Parkwood Circle, Suite 200

Atlanta, GA 30339

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

Printed Name: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

**COLLECTOR:**

Corporate Name: \_\_\_\_\_

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

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

## Exhibit A

Covered Territory	Pharmaceutical Stewardship Law	Covered Drugs	Eligible Depositors	Collection Locations
King County, Washington	King County Board of Health Secure Medicine Return Regulations, Chapter 11.50 of the King County, Washington, Board of Health Code	"Covered Drugs" as defined in Section 11.50.030(B) of the King County, Washington, Board of Health Code	"Covered Entities" as defined in Section 11.50.030(C) of the King County, Washington, Board of Health Code	

## Exhibit B

### PROCEDURES FOR HANDLING AND REMOVAL OF COVERED DRUGS

1. Each ReturnMeds Kiosk provided by ReturnMeds will include Inner Liners for the collection of Covered Drugs that meet all U.S. Drug Enforcement Administration requirements governing the disposal of Covered Drugs, including but not limited to the requirements in 21 C.F.R. Part 1317. Each individual Inner Liner provided to a Collector will have a unique ID number. The Parties shall document the ID numbers of the Inner Liners received by Collector from ReturnMeds.
2. Employees of Designated Collectors shall install and/or remove Inner Liners from ReturnMeds Kiosks. At least two Designated Collector Employees shall supervise such installation and/or removal, except that one Designated Collector Employee and one Designated LTCF Employee (together, "**Co-Designated Employees**") may install and/or remove or supervise such installation and/or removal of Inner Liners at Long-Term Care Facilities.
3. All Inner Liners containing deposited Covered Drugs shall be sealed immediately upon removal from a ReturnMeds Kiosk by at least two Designated Collector Employees or, at a Long-Term Care Facility, by Co-Designated Employees.
4. If Designated Collector Employees or Co-Designated Employees remove and seal an Inner Liner containing Covered Drugs from a ReturnMeds Kiosk before a Designated ReturnMeds Transporter arrives at a Collection Location for pickup, they shall document the removal and sealing of the Inner Liner and indicate the unique ID number of the Inner Liner and the date and time of removal. They shall also: (i) install a new Inner Liner in the ReturnMeds Kiosk and document such installation by indicating the unique ID number of the Inner Liner and the date and time of installation; (ii) ensure that the ReturnMeds Kiosk is properly secured after installation of the new Inner Liner; and (iii) ensure that sealed Inner Liners containing Covered Drugs are properly stored, all in accordance with U.S. DEA regulations and all other applicable Laws, before pickup by a ReturnMeds Transporter.

**Exhibit C**

**Locations included on this Master Site Collection Agreement:**

Black Diamond Police Department  
25510 Lawson Street  
Black Diamond, WA 98010



# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: April 7, 2016</b>	<b>AB16-023A</b>
<b>Resolution authorizing the Mayor to sign a contract with PumpTech, Inc. to supply and install a new 12 pound per day On-Site Sodium Hypochlorite Generation System</b>	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	<b>X</b>
Cost Impact (see also Fiscal Note): \$61,175	Court – Stephanie Metcalf	
Fund Source: WSFFA Partners		
Timeline: Spring 2016		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Proposed Resolution; Small Works Contract; PumpTech Bid Proposal is exhibit A to the contract</b>		
<b>SUMMARY STATEMENT:</b> <p>The existing on-site chlorine sodium hypochlorite generation system, which injects the City's water supply with chlorine, is beyond its useful life and is incapable of producing enough chlorine for higher daily pumping levels. This need was recognized and included as subset of the Springs Reconstruction project, W1 in the City's Capital Improvement Plan.</p> <p>The City advertised and received bid proposals from three different vendors. Upon review of the bid proposals the staff is recommending the award of the project to PumpTech, Inc.</p> <p><b>FISCAL NOTE (Finance Department):</b>            The upgrade of the chlorine system is included in the City's Springs Reconstruction project, which is funded by Oak Pointe, Inc. and Palmer Coking Coal as agreed to in the City's Water Supply and Facilities Funding Agreement (WSFFA). The Springs Reconstruction project is included in the City's Capital Improvement Plan and included in the 2016 budget.</p> <p>The City has received funds from the Water Supply and Facilities Funding Agreement partners and has \$153,609.21 on deposit to cover 100% of the expenses for this project.</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-? (Clerk will assign number at adoption) authorizing the Mayor to sign a contract with PumpTech, Inc. to supply and install a new 12 pound per day On-Site Sodium Hypochlorite Generation System for the City's Springs water source.</b>		

<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 17, 2016	Sent to Committee	
April 7, 2016		

**RESOLUTION NO. 16-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON FOR A  
CONTRACT WITH PUMPTECH, INC TO SUPPLY AND  
INSTALL A NEW ONSITE SODIUM HYPOCHLORITE  
GENERATION SYSTEM**

**WHEREAS,** The existing on-site chlorine sodium hypochlorite generation system is beyond its useful life and will not produce enough chlorine for any higher daily pumping levels; and

**WHEREAS,** The upgrade of the chlorine system was included in the Springs Reconstruction project as funded by and contemplated in the City's Water Supply and Facilities Funding Agreement with the major land owners of the City; and

**WHEREAS,** The City has included the springs reconstruction in the City's Capital Improvement Plan; and

**WHEREAS,** The City has called for funds for this project and the City has received funds to cover 100% of the expense of this project; and

**WHEREAS,** The City has advertised and received bid proposals from three different vendors; and

**WHEREAS,** The City has evaluated the proposals and selected PumpTech Inc. to supply and install the equipment,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to sign a contract with PumpTech, Inc to supply and install a new 12 pound per day On-Site Sodium Hypochlorite Generation System for the City's water system.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS \_\_\_\_ DAY OF \_\_\_\_, 2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

## CITY OF BLACK DIAMOND

Department of Public Works  
P.O. Box 599 – 24301 Roberts Drive  
Black Diamond, Washington 98010

### PUBLIC WORKS CONTRACT SMALL WORKS (WITH BOND)

1. **Contract and Parties.** This Public Works Contract-Small Works ("Contract") is between the CITY OF BLACK DIAMOND, King County, Washington ("City"), a Washington municipal corporation and **PumpTech, Inc.** ("Contractor"), a corporation organized under the laws of the State of Washington, whose address is 12020 SE 32<sup>nd</sup> Street, Suite 2, Bellevue, WA 98005. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment and performing work for the City ("the Project"), generally described as:  
  
Upgrade and Replacement of the City's On-site Sodium Hypochlorite Generation System with a ClorTec OSHG System, as described in Exhibit "A" incorporated herein by this reference.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

#### CITY CONTACT INFORMATION

#### CONTRACTOR CONTACT INFORMATION

CITY OF BLACK DIAMOND	PumpTech, Inc.
Mailing: P.O. Box 599	Doug Davidson
Delivery: 24301 Roberts Drive	12020 SE 32 <sup>nd</sup> Street, Suite 2
Black Diamond, Washington 98010	Bellevue, WA 98005
Contact: Seth Boettcher	Tax I.D. #
Phone: (360) 886-5700	Ph: 425-644-8501
Fax: (360) 886-2592	Fax: 425-5629213
Email: sboettcher@ci.blackdiamond.wa.us	e-mail: <a href="mailto:pumptech@pumptechnw.com">pumptech@pumptechnw.com</a>

5. **Notice to Proceed.** Contractor shall provide a performance bond, insurance certificates, a City business license and statement of intent to pay prevailing wage rates within 10 days of receiving a notice of award. The City expects to issue a notice of award on or about March 18<sup>th</sup>, 2016. Upon timely receipt of the bond, insurance certificate, business license and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice to proceed. July 8<sup>th</sup>, 2016 shall be the deadline for delivery of the equipment and completion of all work in accordance with the terms and conditions of the Contract. The deadline for completion of work may be extended, if the notice to proceed is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.

6. **Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. *In general.*

(1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.

(2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.

Documents incorporated by reference. All terms and specifications contained in any Request for Proposals (RFP) that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) the WSDOT Standard Specs for Road, Bridge and Municipal Construction and (4) Exhibit A, attached hereto, which includes the following:

1. The advertisement for the equipment and installation,
2. The Request for Proposals
3. Vicinity Map
4. Mechanical Plan for Chlorine equipment placement
5. PumpTech Inc. Proposal
  - Tab 1 - Quote
  - Tab 2 - Warranty
  - Tab 3 - Customer Service Data
  - Tab 4 - Support Data
  - Tab 5 - De Nora Chlortec Equipment Supplier Data
  - Tab 6 - References
  - Tab 7 - Life Cycle cost

(3) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.

- (4) Work Hours. Contractor shall not work on weekends. On Mondays through Thursdays, Contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. Contractor shall not start work before 7:00 AM on Fridays. Contractor must be off the street and shall not work after 3:30 PM on Fridays.
- (5) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors. The City will provide the Contractor with a gate key for access to the work site and pump house. The Contractor must keep the City's Utilities Superintendent, Dan DalSanto, (360-886-5712) informed as to the days that they will be working.
- (6) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.
- (7) Shipment time The contractor shall order the chlorine generation equipment within 5 days of receiving a notice to proceed. If the chlorine equipment is not delivered to the project site, as identified on the vicinity map in the attached Exhibit "A" and locked inside the pump house, within 18 weeks from the date of the notice to proceed, the City shall deduct \$1000 from the payment due the contractor in Section 7 herein, or, in the City's discretion, the City may terminate this contract as provided in Section 12 herein.
- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.

- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

**B. Work Performance.**

- (1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.  
*For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is January 15th, 2016. A copy of prevailing wage rates are also available for viewing at the office of the City, located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project.*
- (2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.3 above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. The project shall be completed by July 8th, 2016. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.

- (6) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

*C. Non-Discrimination.*

- (1) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.
7. **Compensation.** Compensation shall be by Lump Sum of \$61,175.00 plus sales tax. The City shall pay the applicable sales tax to the contractor, and the contractor shall be responsible to pay the sales taxes to the state as required by law.
8. **Payment.**
- A. The City shall not be responsible for any payments to the contractor until the Clor Tech OSHG System is delivered to the City project site as identified on the vicinity map in the attached Exhibit "A" and locked within the pump house. Upon delivery, the contractor shall provide the City with the necessary documentation of ownership, including, but not limited to, a Bill of Sale (which will state that the equipment is fully paid for and that there are no liens on the equipment) and applicable warranty. Once these documents are delivered to the Public Works Director, the contractor may send an invoice to the City for the cost of the equipment delivered.
- B. The contractor shall submit a final invoice to the City for the balance of the full contract amount once the chlorine system is installed, operational and acceptable to the City.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of



acceptable performance or an admission by the City that any work has been satisfactorily completed.

E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

9. **Performance and Payment Bond.** Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount including tax guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract.

Initial: \_\_\_\_\_ (Contractor)

10. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
11. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.
12. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

**13. Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

*A. Responsibility Criteria.*

(1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

*B. Requirement to verify subcontractors.* Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

**14. Insurance.**

- A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, insurance that covers Contractor and each of Contractor's employees, subcontractors or agents (who are not otherwise covered by Contractor's insurance) against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its employees, subcontractors or agents.
- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. Title 51 Industrial Insurance Waived. The Parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW, Industrial Insurance Law.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below and maintain such insurance for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as follows

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the Project with no coinsurance provisions.

4. Employer's liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – policy limit \$1,000,000.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, Employer's Liability and Builders Risk insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool

coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. Contractor, at the City's request, shall provide to the City a complete copy of requested policy(ies) and not just certificates.

4. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of all amendatory endorsements, naming the City as additional named insured, including but not necessarily limited to the additional insured endorsements evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains at a minimum the same insurance coverage and limits as stated herein for Contractor (with the exception of Builders Risk insurance). Upon request of the City, Contractor shall provide evidence of such insurance.

H. Contractor's Other Losses. Whether insured or not, Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, vehicles, equipment or other personal property; and Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

## **15. Claims for damages.**

A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.

B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all

claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.

- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The following provision shall control over any other indemnification provision in the Contract Documents. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

**16. Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.

**17. Independent Contractor.** Contractor is and shall be at all times during the term of this Contract an independent contractor.

**18. Disputes.** Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court.

**19. Attorneys Fees.** In any suit or action instituted to enforce any right granted in this Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

**20. Extent of Contract/Modification.** This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO BE BOUND BY THEM.

**CITY OF BLACK DIAMOND**

**CONTRACTOR**

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

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

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ (*Corporate Officer (Not Contract Signer)*) certify that I am the \_\_\_\_\_ (*Corporate Title*) of the corporation named as Contractor in the Contract attached hereto; that \_\_\_\_\_, (*Contract Signer*) who signed said Contract on behalf of Contractor, was then \_\_\_\_\_ (*Corporate Title*) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Corp. officer signature (not contract signer)

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, (*corporate officer (not contract signer)*) being duly sworn, deposes and says that he/she is \_\_\_\_\_ (*Corporate Title*) of \_\_\_\_\_ (*Name of Corporation*)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Print)

My commission expires \_\_\_\_\_



**DECLARATION OF OPTION FOR MANAGEMENT  
OF STATUTORY RETAINED PERCENTAGE**

*Note: This form must be submitted at the time Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.*

Monies reserved under provisions of RCW 60.28, at the option of Contractor, shall be:

\_\_\_\_\_ (1) Retained in a fund by the City.

\_\_\_\_\_ (2) Deposited by the City in an interest-bearing account in a bank, mutual savings bank or savings and loan association.

\_\_\_\_\_ (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and Contractor jointly. Such check shall be converted into bonds and securities chosen by Contractor and approved by the City and the bonds and securities held in escrow. Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

\_\_\_\_\_  
*Contractor Signature*

\_\_\_\_\_  
*Date*

**PERFORMANCE AND PAYMENT BOND**

**CITY OF BLACK DIAMOND  
ON SITE SODIUM HYPOCHLORITE GENERATION SYSTEM  
By Contract authorized by City resolution xxx**

Bond to City of Black Diamond, Washington

Bond No. \_\_\_\_\_

We, \_\_\_\_\_, and \_\_\_\_\_,  
(Principal) (Surety)

a \_\_\_\_\_ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Black Diamond, Washington ("Owner"), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated \_\_\_\_\_, 2016 by resolution xxx, ("Contract") between Principal and Owner for a project entitled Black Diamond On-Site Sodium Hypochlorite Generation System. The initial penal sum shall equal 100 percent of the Total Bid Price, including sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

- Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;
- Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project; and
- Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

- Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the contract, or
- Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

Principle and Surety agree that if the Owner is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Owner's reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

CITY OF BLACK DIAMOND  
Contract authorized by Resolution xxx  
Performance and Payment Bond

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in King County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name and Title

By \_\_\_\_\_  
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of  
Agent and/or Surety Company:

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

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

CITY OF BLACK DIAMOND  
Contract authorized by Resolution xxx  
Performance and Payment Bond

## ACKNOWLEDGEMENT

Corporation, Partnership, or Individual

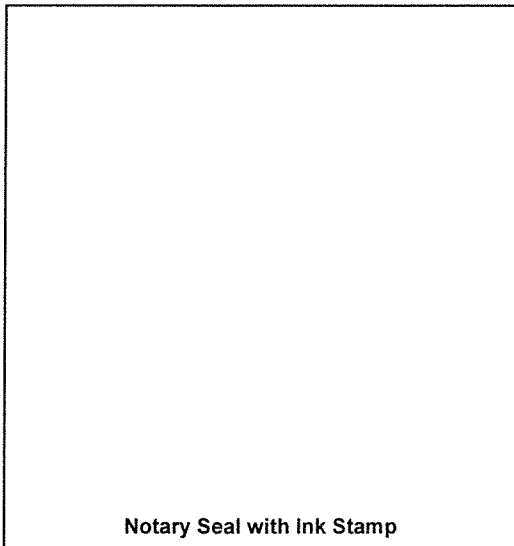
STATE OF \_\_\_\_\_)  
\_\_\_\_\_)ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the (check one of the following boxes):

- ☐ \_\_\_\_\_ of \_\_\_\_\_, the  
**corporation,**
- ☐ \_\_\_\_\_ of \_\_\_\_\_, the  
**partnership,**
- ☐ **individual,**

that executed the foregoing instrument to be the free and voluntary act and deed of said ☐ corporation,  
☐ partnership, ☐ individual for the uses and purposes therein mentioned, and on oath stated that ☐ he  
☐ she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



\_\_\_\_\_  
Print or type name

**NOTARY PUBLIC,**  
in and for the State of Washington

Residing at \_\_\_\_\_

My Commission expires: \_\_\_\_\_

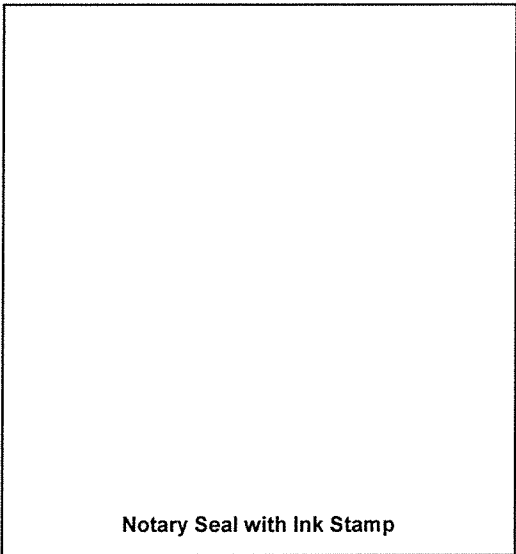
**SURETY ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)  
\_\_\_\_\_)ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ☐ he ☐ she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



\_\_\_\_\_  
Print or type name

**NOTARY PUBLIC,**  
in and for the State of Washington

Residing at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

# **EXHIBIT "A"**

**REQUEST FOR PROPOSALS (RFP)**  
**NOTICE TO EQUIPMENT SUPPLIERS AND CONTRACTORS**

The City of Black Diamond Public Works Department is requesting proposals for the a new  
**On-Site Sodium Hypochlorite Generation System.**

**RECEIPT OF PROPOSALS:** Proposals will be received by the City of Black Diamond until **10:30 am (as determined by the clock in the Clerk's office) on Tuesday January 5<sup>th</sup>, 2016.** Proposals may be delivered to City Hall, 24301 Roberts Drive, Black Diamond, Washington 98010 or mailed to the mailing address of P.O. Box 599, Black Diamond, Washington 98010 or submitted electronically to [shanis@ci.blackdiamond.wa.us](mailto:shanis@ci.blackdiamond.wa.us) identified in the subject as chlorine upgrade proposal. **Proposals mailed to the address set forth for delivery of Proposals will not be delivered by the postal service.** Any Proposals received after the specified time and date will not be considered.

**COMPLETION OF WORK:** It is the intent of the Contract that all physical work be performed within a single time period of not more than 60 consecutive working days, but ending no later than April 29, 2016. The Contractor shall substantially complete all physical Contract Work not later than April 8, 2016.

**DESCRIPTION OF WORK:** The City of Black Diamond would like to upgrade their existing on-site sodium hypochlorite generation system at their existing North Bank Pump Facility near the Green River to meet increasing water demands. The City is requesting proposals from qualified On-Site Sodium Hypochlorite Generation manufacturers for the manufacture, supply and installation of a 12 lb. per day chlorination system to be incorporated and retrofit into the City's North Bank Pump Facility. An existing facility drawing and layout is attached. The contract will be subject to regulations of the Departments of Labor and Housing and Urban Development.

**SITE OF WORK:** The Project is located 2 miles southeast of Black Diamond on a locked gated gravel road (see vicinity map in packet materials).

**OBTAINING CONTRACT DOCUMENTS:** Pump House Plan, submittal requirements, project information vicinity map and contract be viewed or ordered on-line by going to [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "City of Black Diamond". Any addenda or changes to the RFP documents will be posted on the Builders Exchange website; it is the bidder's responsibility to ensure they have acquired all addenda prior to submitting a proposal.

**PROPOSALS TO REMAIN EFFECTIVE:** The Proposal submitter shall guarantee the proposal and be prepared to sign a contract with the City for a period of 90 calendar days from the date of proposal submittal.

**PROJECT ADMINISTRATION:** All communications relating to the Project shall be directed to the following Project Representative prior to the opening of the Bids:

Scott Hanis, Capital Project Manager  
24301 Roberts Drive (delivery)  
PO Box 599 (mailing)  
Black Diamond, WA 98010  
[shanis@ci.blackdiamond.wa.us](mailto:shanis@ci.blackdiamond.wa.us)

**OWNER'S RIGHTS RESERVED:** The City of Black Diamond reserves the right to reject any or all Bids and to waive informalities in the bidding process. The Agreement will be awarded to the proposal that best meets the needs serves the interests of the City of Black Diamond.

# Request for Proposal

## City of Black Diamond

### On-Site Sodium Hypochlorite Generation System

---

The City of Black Diamond (City) is in need to upgrade their existing on-site sodium hypochlorite generation system (OSHG) at their existing North Bank Pump Facility (NBPF) to meet increasing water demands. The City is requesting proposals from qualified OSHG manufacturers for the manufacture, supply and installation of the chlorination system to be incorporated and retrofit into the City's NBPF. An existing facility drawing and layout is attached.

The existing OSHG system is located in the City's North Bank Pump Facility and consists of the following equipment:

- On-site sodium hypochlorite generation system: 2-pounds per day, to be removed;
- Brine saturator: 30-gallons, to be reused;
- Product tank: 55-gallons, to be removed; and replaced with an appropriate sized tank
- Metering pump: 10.2 gallons per hour at 180 psi, to remain in use; a parallel and alternating 10 to 11 gallon per hour (180 psi positive displacement pump of the same manufacture and model shall be installed adjacent to the existing pump
- Metering pump chemical discharge piping is to remain in use.
- A new chlorine injector shall be installed.

#### **Design Criteria**

1. Current Design Pump Flow Rate: 400 gpm
2. Future Design Pump Flow Rate: 1,100 gpm
3. Chlorine Dose: 1.0 parts per million
4. Available Building Water Supply Pressure: 5 - 20 psi; a booster pump might be required
5. Water Temperature: ~47 °F; a water heater might be required
6. OSHG System Capacity: 12 pounds-per-day (ppd) should have capability for future expansion to 24-pounds per day with minor additions (i.e. no major equipment replacement, such as the rectifier)
7. Product Tank Volume: 216 gallon minimum and needs to be sized to appropriately fit within the south east corner of existing North Bank Pump Facility, see attached drawing.

#### **Submittal Information**

- A. The location of the nearest emergency response maintenance technicians; Describe any warranties that are available; Describe your customer service and charge out rates.
- B. Describe the typical order to delivery time for replacement parts as needed
- C. Price of OSHG equipment, product tank and all appurtenances for a fully working system, List all equipment and appurtenances.
- D. Price of equipment installation and specifically identify what is included in this work
- E. Describe the electrical requirements of the new OSHG system.
- F. Describe the advantages of the various pieces of OSHG equipment
- G. Describe how the challenges of coordinating with control systems will be met
- H. Determine who will provide the electrical wiring needs for the equipment installation and/or how this work will be coordinated. (subcontractor? In house staff? Is the permit included in the price?)
- I. Provide a 20 year life cycle analysis
- J. Provide at least 5 references.
- K. Provide an itemized Lump Sum bid for the equipment and fully functional installation.

#### **Evaluation and Selection Process**

The City will review the proposal upon receipt and score each proposal based on proposal completeness, past performance, operations and maintenance considerations and capital cost, detailed as follows.

- i. Completeness of Proposal – 10/100 points



**Request for Proposal**  
**City of Black Diamond**  
**On-Site Sodium Hypochlorite Generation System**

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This will account for the manufacturer's adherence to this request for proposal's requirements. Exceptions will be noted and factored into scoring this criterion.

ii. Project References – 25/100 points

The manufacturer shall provide a list of at least five different projects completed in the last three years with similar scope of work. For each reference provide the contact's name, title, phone number and size of chlorination system. Reference discussion topics will include chlorination system installation process during construction, ease of operations and overall customer satisfaction.

iii. Operating and Maintenance Considerations – 35/100 points

Manufacturers shall submit detailed 20-year life cycle costs which will include equipment replacement costs and their typical lifespan. Operating and maintenance considerations discussed with references, such as manufacturer responsiveness and chlorination system equipment replacement, will be factored into scoring this criterion.

iv. Capital Cost – 30/100 points

The unit cost of pound-per-day of chlorine generated will be evaluated. This is the total cost of the OSHG system, product tank and all appurtenances for a fully operational system.

Please let me know if you have any questions on the above information.

**Please submit proposals by January 15, 2016. Thank you.**

Mail to

Seth Boettcher,  
Public Works Director,  
City of Black Diamond,  
PO Box 599,  
Black Diamond, WA 98010  
Phone: 360-886-5711

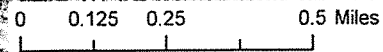
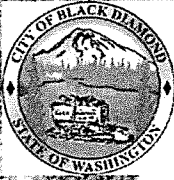
OR

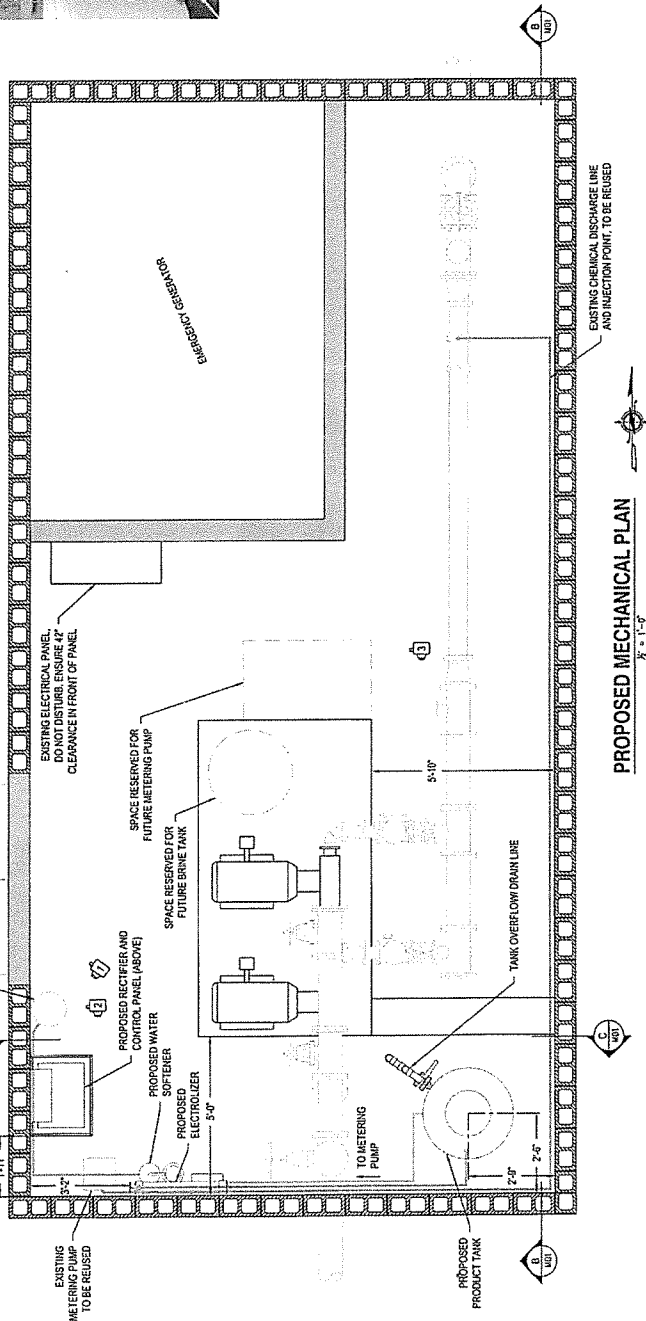
e-mail to

[sboettcher@ci.blackdiamond.wa.us](mailto:sboettcher@ci.blackdiamond.wa.us)  
reference chlorine generation upgrade

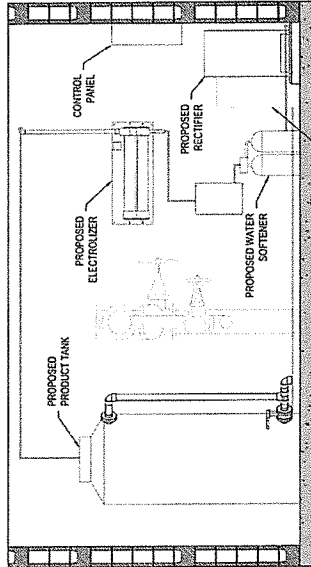
**EQUAL OPPORTUNITY:** The City of Black Diamond is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, national origin or the presence of any sensory, mental or physical disability.

# VICINITY MAP

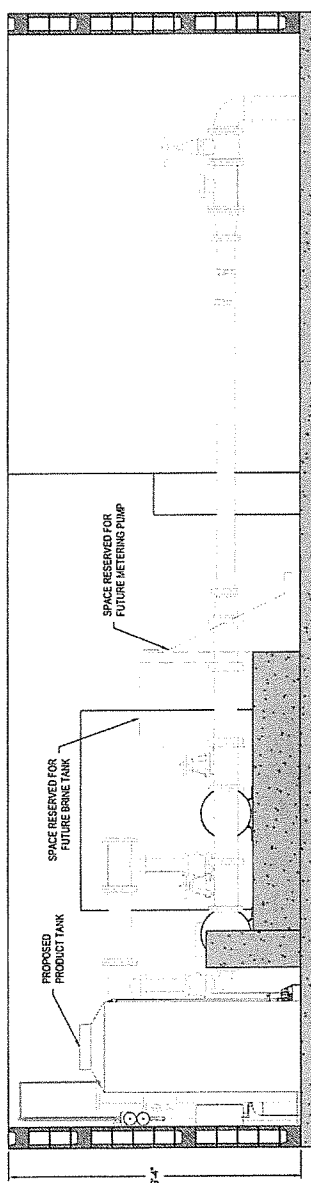




### PROPOSED MECHANICAL PLAN



**PROPOSED MECHANICAL PROFILE**



**PROPOSED MECHANICAL PROFILE**



SERVING THE PACIFIC NORTHWEST

PUMP SALES & SERVICE

## City of Black Diamond On-Site Sodium Hypochlorite Generation System

### Proposal

**Bid Date:** Jan. 15, 2016

**Bid Time:** 10:30 AM

**Customer:** City of Black Diamond  
PO Box 599  
Black Diamond, WA 98010

**ENGINEER:** RH2 Engineering, Inc.  
950 Pacific Ave, Suite 1220  
Tacoma, WA

**SUPPLIER:** PumpTech, Inc.  
12020 SE 32<sup>nd</sup> Street, Ste 2  
Bellevue, WA 98005

---

#### *Municipal*

☐ **PumpTech Inc.**

12020 SE 32nd St. Suite 2

Bellevue, WA 98005

Ph: 425-644-8501

Fax: 425-562-9213

pumptech@pumptechnw.com

WA CONTRACTORS # PUMPTI\*148LF

#### *Industrial*

☐ **PumpTech Inc.**

209 S Hamilton Rd

Moses Lake, WA 98837

Ph: 509-766-6330

Fax: 509-766-6331

moseslake@pumptechnw.com

www.pumptechnw.com

#### *Packaged Systems*

☐ **PumpTech Inc.**

321 S Sequoia Parkway

Canby, OR 97013

Ph: 503-659-6230

Fax: 503-659-8718

inquiries@pumptechnw.com

OR CONTRACTORS # 154997



SERVING THE PACIFIC NORTHWEST

PUMP SALES & SERVICE

## TABLE OF CONTENTS

**Project: City of Black Diamond On-Site Sodium Hypochlorite  
Generation System**

Tab 1.	PumpTech, Inc. Quote
Tab 2.	PumpTech, Inc. Warranty
Tab 3.	PumpTech, Inc. Customer Service Data
Tab 4.	Proposal Support Data
Tab 5.	De Nora ClorTec Proposal Data
Tab 6.	References
Tab 7.	Life Cycle Cost

### *Municipal*

☒ *PumpTech Inc.*  
12020 SE 32nd St, Suite 2  
Bellevue, WA 98005  
Ph: 425-644-8501  
Fax: 425-562-9213  
pumptechnw.com

WA CONTRACTORS # PUMPTI'945QG

### *Industrial*

☐ *PumpTech Inc.*  
530 E Broadway, Suite B  
Moses Lake, WA 98837  
Ph: 509-766-6330  
Fax: 509-766-6331  
pumptechnw.com

www.pumptechnw.com

### *Packaged Systems*

☐ *PumpTech Inc.*  
2425 SE Ochoco St  
Portland, OR 97222  
Ph: 503-659-6230  
Fax: 503-659-8718  
inquiries@pumptechnw.com

OR CONTRACTORS # 154997



1961  
PumpTech Inc.  
12020 SE 32ND Street Suite 2  
Bellevue, WA 98005  
Phone: 425-644-8501  
Fax: 425-562-9213  
jjoyce@pumptechnw.com

Page: 1

## Sales Quotation

Customer#: 0175609

TO:  
Seth Boettcher  
Public Works Director  
City of Black Diamond  
PO Box 599  
Black Diamond, WA 98010  
Phone: (360) 886-5711

Salesperson: Jim Joyce / Mike Dunn  
Lead Time: 10 Weeks  
FOB: FOB ORIGIN - FFA  
Ship Via: PUMPTECH TRUCK

Quote #: 0124219  
Date: 1/15/2016  
Expires: 2/15/2016  
Bid Date: 1/15/2016 10:30 am

Project Name: Black Diamond On-Site Sodium Hypochlorite Generation System

Item		Price	Qty	Extend
	PumpTech is pleased to offer the following OSHG equipment and services:			
ClorTec OSHG System	ClorTec OSHG System, 12 PPD, Model MCT-12, complete with: - Wall Mount Panel Board with brine proportioning system - 12 PPD generating cell - 20 micron inlet filter - Control Cabinet with PLC and HMI - Local Power Supply - Water softener - 216 Gallon HDXLPE Hypochlorite Storage Tank - Ultrasonic Level Sensor for Hypo Tank - 1500W Water Heater for incoming water - OSHG System Spare Parts Kit - New 10.2 gph @ 180 psi metering pump (See attached documentation for further details)	48,125.00	1.00	48,125.00

Continued



PumpTech Inc.  
12020 SE 32ND Street Suite 2  
Bellevue, WA 98005  
Phone: 425-644-8501  
Fax: 425-562-9213  
jjoyce@pumptechnw.com

Page: 2

## Sales Quotation

**TO:**  
Seth Boettcher  
Publick Works Director  
City of Black Diamond  
PO Box 599  
Black Diamond, WA 98010  
Phone: (360) 886-5711

**Salesperson:** Jim Joyce / Mike Dunn  
**Lead Time:** 10 Weeks  
**FOB:** FOB ORIGIN - FFA  
**Ship Via:** PUMPTECH TRUCK

**Customer#:** 0175609

**Quote #:** 0124219  
**Date:** 1/15/2016  
**Expires:** 2/15/2016  
**Bid Date:** 1/15/2016 10:30 am

**Project Name:** Black Diamond On-Site Sodium Hypochlorite Generation System

Item		Price	Qty	Extend
Labor	Labor to: - remove existing OSHG - remove existing 55 gallon product tank - reuse existing brine tank - reuse existing metering pump - reuse existing chemical discharge line - install new rectifier - install new OSHG Control Panel - install new water heater - install new softener - install new electrolyzer panel - install new hypochlorite solution tank - install new dosing pump - install new chlorine injector - install interconnecting piping - install electrical wire and conduit per code to interconnect OSHG components - test all components for proper operation - perform start up - perform operator training	13,050.00	1.00	13,050.00

The above order is subject to PumpTech Inc. standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.  
By signature below, I accept this offering:

Signed: \_\_\_\_\_

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

SubTotal 61,175.00

Sales Tax: 0.00

Total: 61,175.00





## STANDARD TERMS & CONDITIONS

### SHIPMENT

Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Quoted shipment time is not guaranteed and is based on information from our suppliers. Any late delivery charges due to shipment beyond the above estimated schedule will not be accepted.

### CONDITIONS OF SALE

PUMPTECH INC is not bound by the terms and conditions in Purchaser's Purchase Order or in Purchaser's or Owner's Plans & Specifications unless such terms are delivered to PumpTech prior to quotation and referenced in the quotation.

PUMPTECH INC is not responsible for delay, disruption, consequential or liquidated damages of any sort, unless Purchaser requests and receives a quotation which includes pricing and terms for such damages.

### CREDIT APPROVAL AND PAYMENT TERMS

Credit approval is required by PUMPTECH INC. prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTECH, INC.'s payment terms are Net 30 days from invoice date. In some circumstances PUMPTECH, INC. may require Progress Payments. Progress payments are due and payable on receipt of invoice. "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the Purchase Order or in the agreement:

- a. 15% - Fifteen percent on receipt of approved drawings
- b. 30% - Thirty percent with order of major components
- c. 20% - Twenty percent on receipt of major components at our facility
- d. 30% - Thirty percent upon shipment
- e. 5% - Five percent on start up

A finance charge of 1.5% per month will be charged on all past due balances. If PUMPTECH, INC. is forced to turn this over to a collection agency; purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts. Purchaser also agrees to pay attorney fees and court costs in the event of a suit.

### WARRANTY

The only warranty/guarantee implied or applied to this quotation are those as put forth by the original manufacturer. Products manufactured by PUMPTECH INC. are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of installation provided that the product is properly installed, serviced, and operated under normal conditions.

### TAXES

The pricing in the quotation does not include any local, state, or federal taxes. If applicable, taxes will be included on the invoice.

With the signature below, purchaser agrees to the above terms and conditions, and authorizes PUMPTECH INC. to proceed with the order.

\_\_\_\_\_  
(Purchaser's signature)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
(Date)

Deleted. See Contract.  
Jeth B. 2-22-2016



***PumpTech Inc.***  
**WARRANTY POLICY**

PumpTech warrants all products of its manufacture to be free from defects in material and workmanship for a period of one year from date of installation or 18 months from date of shipment, provided the product is properly installed, serviced and operated under normal conditions according to the manufacturer's instructions. Other warranties as put forth by component equipment manufacturers shall prevail if longer in duration than the 1 year PumpTech warranty, when such equipment is used and overrides the PumpTech warranty. In all cases PumpTech is the first point of contact for all warranty items.

Major components which fail to perform or prove defective in service during the warranty period and are determined by to have failed because of defect in workmanship or materials shall be replaced, repaired or satisfactorily modified by the either PumpTech or the manufacturer F.O.B. factory or authorized warranty service station or PumpTech facility. The warranty shall not assume responsibility for removal, reinstallation or freight. Without written authorization, PumpTech will assume no expense, liability or responsibility for repairs made outside of the PumpTech facility. Correction or replacement of any defective parts shall constitute fulfillment of all obligations.

Warranty Exceptions:

1. Items that must be replaced because of normal wear such as pump seals, packing, light bulbs, grease, etc.
2. Items that have been subject to misuse, abuse or neglect or accident.
3. Products that have been repaired or altered outside the manufacturer's factory without written authorization from the manufacturer.
4. Products that are not started up by a manufacturer's representative within 60 days after delivery to the job site unless special maintenance instructions are requested from the factory in writing before the 60 days have expired.

PumpTech will not be held responsible for travel expenses, rented equipment, outside contractor's fees or unauthorized repair shop expenses. PumpTech assumes no liability for loss of use or for any direct, indirect or consequential damages of any kind in respect to the use or operation of PumpTech products or any equipment or accessories in conjunction therewith.





SERVING THE PACIFIC NORTHWEST

PUMP SALES & SERVICE

## CUSTOMER SERVICE DATA

### Contact:

PumpTech, Inc.  
12020 SE 32<sup>nd</sup> St, Ste 2  
Bellevue, WA

(425) 644-8501 – Phone  
(425) 562-9213 - Fax

### Staff:

-3 Persons in Parts and Sales Support  
-3 Field Service Technicians

Our main phone number listed above, (425) 644-8501, is monitored 24 hr/day, 365 days per year. This number connects to our on-call support staff during the non-business hours in case our customers need assistance.

### Municipal

□ PumpTech Inc.  
12020 SE 32nd St, Suite 2  
Bellevue, WA 98005  
Ph: 425-644-8501  
Fax: 425-562-9213  
pumptech@pumptechnw.com

WA CONTRACTORS # PUMPTI\*945QG

### Industrial

□ PumpTech Inc.  
209 S Hamilton Rd  
Moses Lake, WA 98837  
Ph: 509-766-6330  
Fax: 509-766-6331  
moseslake@pumptechnw.com

www.pumptechnw.com

### Packaged Systems

□ PumpTech Inc.  
321 S. Sequoia Parkway  
Canby, OR 97013  
Ph: 503-659-6230  
Fax: 503-659-8718  
inquiries@pumptechnw.com

OR CONTRACTORS # 154997



SERVING THE PACIFIC NORTHWEST

PUMP SALES &amp; SERVICE

## Proposal Support Data

- A. The location of the nearest emergency response maintenance technicians is located at our Bellevue facility, 12020 SE 32<sup>nd</sup> St, Ste 2, Bellevue, Wa  
Our Field Service Technician's rates are currently \$110.00/hr portal to portal.
- B. Typical order delivery time is 1 day to 2 weeks depending on available stock and requested delivery method. Some parts are shipped from our Bellevue Warehouse and others are shipped from De Nora's Warehouse in Sugarland, TX.
- C. For pricing of the equipment please refer to the PumpTech quotation and the De Nora Proposal, both attached.
- D. Installation pricing is shown on the PumpTech quotation attached.
- E. The electrical needs of the equipment is a minimum of 120VAC, 60hz, 1 phase, 10 FLA. See attached drawings for further details.
- F. The advantages of the ClorTec<sup>R</sup> OSHG System is detailed in the attached proposal from De Nora
- G. The control system is designed and programmed by De Nora however our technical service staff is fully trained on the operation, maintenance, troubleshooting and programming if needed. As such our technicians are capable of connecting and coordinating all the various OSHG components for a properly operational system.
- H. Electrical wiring needs will be handled a licensed electrical contractor who will be a subcontractor to PumpTech, Inc. Electrical permits are included in this proposal.
- I. See attached for 20 year life cycle.
- J. See references, both from PumpTech and De Nora.
- K. For the Itemized Lump Sum Pricing refer to the PumpTech quotation attached.

### Municipal

#### ☐ PumpTech Inc.

12020 SE 32nd St, Suite 2

Bellevue, WA 98005

Ph: 425-644-8501

Fax: 425-562-9213

pumptech@pumptechnw.com

WA CONTRACTORS # PUMPTI\*945QG

### Industrial

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OR CONTRACTORS # 154997



## **Section 1**

### **Proposal**



ClorTec®

De Nora Water Technologies Texas, LLC  
1110 Industrial Blvd  
Sugar Land TX 77478  
Tel 281-240-6770  
Fax 281-240-6762

## On-Site Sodium Hypochlorite Generation System Proposal

Date: January 12, 2016  
Customer Name: Pumptech, Inc.  
Project Name: City of Black Diamond, WA  
Project Location: Black Diamond, WA  
RFQ Reference: e-mail

Proposal No: P-16555 Q-7374 R0

Attn: To whom it may concern,

On behalf of De Nora Water Technologies Inc. we are pleased to present our proposal for the City of Black Diamond OSHG project. De Nora Water Technologies - ClorTec technology has been effectively implemented worldwide and we are excited for the opportunity to provide our on-site sodium hypochlorite generation system for this project.

Some specific benefits of the ClorTec on-site sodium hypochlorite generation system are:

- A system offering the highest efficiency in the industry with the guaranteed lowest consumption of salt and electricity.
- An experienced manufacturer/supplier with 3,000 installed ClorTec® systems worldwide and a significant global market share of large municipal installations.
- Proven titanium electrodes providing an unmatched robust design and durability.
- Standard multi-layered safety design including a hydrogen detector for generator room, as well as various integral devices eliminating any possibility of operator error.
- An optimized hydrogen dilution system including vent stacks, as applicable, and tank blowers.
- A sophisticated rectifier feature allowing the system to regulate current and voltage input and adjust for any inherent variations, making the process even more efficient.
- On-site hypochlorite generation systems that have been fully integrated into the overall plant and recognize the importance of Public Health and Safety.
- DWI and ETV certified equipment.





Some general benefits associated with ClorTec® on-site systems:

- Eliminated bulk storage of chemicals
- No transportation liabilities
- Reduced threat to public safety
- Lower disinfection byproducts
- Consistent solution concentration
- A simple, cost effective product
- Reduced risk to plant personnel because of drastically reduced hazardous material (HazMat) storage and handling requirements;

We have enclosed a detailed proposal for your review and evaluation that has been prepared per your bid request and technical specifications. Please feel free to contact our local regional sales manager, rep agency or myself should you have any questions.

Best Regards,

Shrikanth Vaikundam  
Technical Sales Engineer  
Tel: 281-274-8470  
[Shrikanth.vaikundam@denora.com](mailto:Shrikanth.vaikundam@denora.com)

cc: Emile Musallam  
Western Regional Sales Manager  
Cell (408) 309-1549  
[emile.musallam@denora.com](mailto:emile.musallam@denora.com)



**ClorTec®**  
***On-Site Sodium***  
***Hypochlorite Generation System***

Proposal for:

**City of Black Diamond OSHG**

**Black Diamond, WA**

**January 12, 2016**

**Proposal No P-16555/Q-7374 R0**



**De Nora Water Technologies Texas, LLC**  
1110 Industrial Blvd  
Sugar Land, TX 77478



## Table of Contents

<b>1</b>	<b>Scope of Supply</b>	<b>1-1</b>
A.	ClorTec® Wall Mounted MCT-12 .....	1-1
B.	Technical Services .....	1-2
<b>2</b>	<b>Technical Clarifications and Exclusions</b>	<b>2-3</b>
A.	Clarifications .....	2-3
B.	Exclusions: .....	2-4
<b>3</b>	<b>Commercial Scope</b>	<b>3-1</b>
A.	Price and Payment Schedule .....	3-1
B.	Validity of Pricing .....	3-1
C.	Delivery Schedule .....	3-1
D.	Proposal Number Incorporation .....	3-1
E.	Submittals .....	3-1
F.	Clarifications .....	3-2
G.	Warranty Rider .....	3-2
H.	System Efficiency .....	3-3
<b>4</b>	<b>ClorTec® Standard Operating Conditions</b>	<b>4-1</b>
A.	Inlet Water Conditions .....	4-1
B.	Salt Quality: .....	4-1
C.	Water Quality: .....	4-2
D.	Operational Logs .....	4-2
<b>5</b>	<b>Standard Terms and Conditions of Sale</b>	<b>5-1</b>

# 1 Scope of Supply

## A. ClorTec® Wall Mounted MCT-12

DNWT is proposing our ClorTec® system capable of producing 12-lbs per day chlorine equivalent. This equipment consists of:

### Factory Pre-Assembled MCT Mounted on Back Panel:

One each	Polypropylene wall mount panel board with brine proportioning system, drain valve, acid cleaning by-pass valves, solenoid valve, pressure regulator and flow switch.
One each	12 PPD DSA titanium electrodes with temp/level controls, DC Copper connection points and safety covers, assembled in a clear acrylic housing. Factory plumbed and mounted on panel board.
One each	20 Micron 10" inline filters in clear PVC housing factory mounted on panel board.

### Factory Pre-Assembled Equipment Provided as a Loose Assembly:

One each	Control Cabinet with: <ul style="list-style-type: none"><li>• Painted carbon steel, NEMA 4 enclosure</li><li>• 4" colour touchscreen display.</li><li>• Horner XL4 (OCS) PLC</li><li>• RS-232/485 Serial Port</li><li>• All necessary I/O points</li><li>• Safety interlocks</li></ul>
One each	Power Supply shall be located in a NEMA 12, polyester powder coated steel enclosure. The Power Supply shall be an air-cooled with soft start constant current.

### Factory Pre-Assembled Equipment Provided as a Loose Items:

One each	Kinetico, dual tank, continuous operation, automatic regenerating water softener.
One each	216 gallon HDXLPE hypochlorite storage tank with fittings and drain. (3'-0"Dia x 5'-3"H)
One each	Ultrasonic level indicator for the hypochlorite storage tank.
One each	1500W water heater (Based on a minimum inlet water temp of 47°F)
One each	MCT Spare parts kit

## **B. Technical Services**

### **Engineering & Documentation:**

- One (1) electronic set of Shop Drawing & Product Data submittals.
- One (1) paper copy and one (1) electronic copy of Operation & Maintenance Manuals.

### **Startup and Training**

- This proposal is for equipment only. Start-up and training services will be provided by PumpTech, Inc.

### **Installation Services**

- This proposal is for equipment. Installation services will be provided by PumpTech, Inc.

## 2 Technical Clarifications and Exclusions

### A. Clarifications

1. This proposal reflects ClorTec equipment based on the below Specifications. Any exceptions/clarifications to specifications shall be listed below.
  - o 002 Request for Proposal – City of Black Diamond OSHGS
  - o Dwg No: M01 Proposed mechanical plan
2. Nested specifications and drawings not listed above were not used in the preparation of this proposal and are therefore not applicable
3. DNWT shall not be obligated to establish or verify the accuracy of the information furnished by the Customer or Engineer nor shall DNWT be responsible for the impact or effect on the Materials and any services provided based on the information furnished by the Customer or Engineer in the event that such information contains errors and/or omissions. DNWT design shall be based solely on the provided specifications and not the application. Any changes in the design or equipment selection shall be priced separately as a change order.
4. Inlet water and salt must meet the requirements stated in the standard operating conditions listed below for proper electrode operation and efficiency.
5. This proposal is based on supplying one set of four DC cables for each rectifier, each with standard length of 25 feet (total 100 linear feet). The length of cable will be physically measured during the installation of equipment and reported to DNWT prior to the shipment of cables to the job site. If the reported length exceeds 25 feet, a cost adder will apply.
6. A hydrogen detector for generator room is a required safety feature (Not Included in the above scope of supply). This proposal is based on utilizing the existing hydrogen detection system.
7. The proposed 12 PPD system shall have the capability for future expansion to 24 PPD. DNWT shall provide the adder price for the additional 12 PPD cell upon request.
8. This proposal is based on utilizing the existing 30 gallons brine tank.
9. Metering pumps to be controlled by owner's PLC (4-20mA signal to VFD).
10. Dosing pumps and Programming associated with the pumps to be provided by others.
11. All drains & water supply to be plumbed in by others.
12. Complete assemblies are defined as "factory pre-assembled." Otherwise, all system components reflected in the above scope will be supplied as loose items and will be assembled and INSTALLED in the field by the party performing the installation in accordance with ClorTec® recommendations. This includes all stands, backboards, skids, enclosures, panels, etc. and any associated devices or equipment.
13. PLC and HMI will be in English only. There will be an additional cost in case Spanish is required.

**B. Exclusions:**

- paid
1. Sales and all other taxes. (Taxes applicable will be charged by PumpTech, Inc.)
  2. Permits, Licenses and fees. (Electrical permits needed will be secured by PumpTech, Inc.)
  3. Civil, Structural, Architectural and Design work of any kind. (Not needed)
  4. Startup, Training & Installation of the On-site Sodium Hypochlorite Generation System. (Provided by PumpTech, Inc.)
  5. Startup, Training & Installation of hypochlorite tanks and accessories including but not limited to, ladders, railings, decking, fill lines and vent lines. (Provided by PumpTech, Inc.)
  6. Interconnect pipe, pipe supports, valves and fittings not part of the equipment or installation material. (by Pump Tech)
  7. Electrical power to provided equipment or any other equipment
  8. Underground conduit and piping, if needed will be installed by Pump
  9. Injection line piping from any equipment to the injection point. (Provided by Pump Tech)
  10. Feed water piped to the equipment. (by Pump Tech)
  11. All testing and system verifications other than DNWT ClorTec standards. (by Pump Tech)
  12. Painting or special finishes other than manufacturer's standard. (by Pump Tech)
  13. Salt for startup and operation. (City of Black Diamond)
  14. Any consumables or chemicals required for start-up and operation. (by Pump Tech)
  15. Gravel for the brine tank – if applicable. (by Pump Tech)
  16. Blower flexible connector – if applicable. (by Pump Tech)
  17. Provided equipment anchor bolts. (by Pump Tech)
  18. All items not specifically listed in the Scope of Supply above.

### **3 Commercial Scope** (This section does not apply to the City of Black Diamond, only to PumpTech, Inc.)

#### **A. Price and Payment Schedule**

Pricing will be valid for 30 days from the date of this proposal and is based on DNWT's standard Terms and Conditions of Sale.

Payment is net 30 days after invoice (**with Approved credit**). All invoices to be submitted by the 25th day of the month or sooner. Interest to be billed at 1-½% per month on invoices unpaid after 30 days or the maximum allowable by law, whichever is less.

Payment shall be made as follows:

- 30% Invoiced upon order booking;
- 70% Invoiced upon notification of readiness to ship (Before shipment).

#### **B. Validity of Pricing**

This proposal and its amendments and supplements shall remain valid for **(90) days**, after which it may be subject to price change, unless extended in writing by DNWT.

#### **C. Delivery Schedule**

1. CPT- Jobsite.
2. Scheduled delivery of submittals: 4-6 weeks after the effective date of the purchase order. The effective date of the purchase order is the date by which the buyer and DNWT have signed the purchase order.
3. Review and return of initial submittals by the customer must be within 4 weeks of receipt. Any subsequent submittals must be reviewed and returned within 2 weeks of receipt.
4. Delivery of equipment scheduled 16-18 weeks after approved submittals.

#### **D. Proposal Number Incorporation**

The DNWT proposal P-16555/Q-7374 R0 must be incorporated as a part of any agreement if awarded this project. In case of conflict between the proposal and the specifications and terms and conditions the DNWT proposal and terms and conditions shall take precedence unless otherwise negotiated.

#### **E. Submittals**

When submittals of shop drawings are required for approval prior to delivery, the quantity of submittals will not exceed the quantity listed in the Engineering Services section above unless otherwise specified. Copies of the of the dimension drawings, product information, necessary installation flow schematics, wiring diagrams, and operating and instruction manuals for each product quoted shall be supplied at time of delivery unless otherwise specified. If additional copies are required, a cost of \$200/copy shall apply.



#### **F. Clarifications**

1. A standard DNWT liability and workers compensation insurance policy is in effect for this project. No other coverage will be allowed for without additional compensation for the cost of policy riders, adders, etc. and the approval of DNWT management.
2. Delay of equipment delivery imposed by Owner or Contractor beyond the mutually agreed written delivery date will constitute acceptance of title by Owner/Contractor and obligation for payment for equipment invoiced in accordance with the terms of payment of this Proposal. NOTE: DNWT will store equipment at our risk for ninety (90) days. Cost of storage for an extended period will be negotiated at that time. DNWT, however, reserves the right to charge for additional incurred costs to store, preserve, recondition, disassemble and reassemble equipment, as required or applicable, due to delay in shipment and startup beyond the period of six months after the agreed delivery date.
3. Installation, start-up and training for the equipment shall be performed within six months of shipment. If the equipment is not installed and started up within this period, and the equipment has been delivered to the destination in accordance with contract; the buyer will be required to preserve, disassemble and reassemble equipment, as required by DNWT for long-term storage, or the manufacturer's warranty will be voided. All manufacturer's costs to verify the equipment is in warrantable condition and any cost of repairs to restore the equipment to warrantable condition shall be borne by the buyer.

#### **G. Warranty Rider**

De Nora Water Technologies Texas, LLC, a De Nora company (henceforth referred to as DNWT) provides this Warranty Rider in conjunction with DNWT's Standard Terms & Conditions of Sale.

This Warranty Rider supplements and modifies the duration of the warranty period as set forth in Article 8 of the DNWT's Standard Terms & Conditions of Sale. The following warranty periods shall apply specifically and only to the provided equipment. DNWT warrants the provided equipment against defects in materials and workmanship for the time period listed below under normal use and service of which its products were designed as defined by the ClorTec Standard Operating Conditions delineated hereinafter. At its option, DNWT will repair, provide replacement or refurbish components.

## **Domestic Installations (within ClorTec's U.S.A & Canadian Service Network)**

### Equipment Warranty

The provided equipment is warranted for a period of 18 months after start-up or 24 months from transfer of title of the goods, whichever comes first. This warranty covers the provided equipment under normal use and service only (as defined by the ClorTec Standard Operating Conditions delineated hereinafter.)

### Electrode Warranty

The electrodes are warranted under a prorated 7 year warranty period that begins at transfer of title. Should the electrodes fail during the first 2 years, the electrodes will be replaced free of charge. This warranty covers bare electrode excluding housing or ancillary components under normal use and service only (as defined by the ClorTec Standard Operating Conditions document).

This Warranty Rider additionally supplements and modifies as to clarify exclusions to Article 8 of the STDN's Standard Terms & Conditions of Sale.

Please note that the expected proven life of DNWT's standard cells is 10 years.

### **Exclusions**

This warranty does not cover:

1. Consumable maintenance items including pH, chlorine & chemical probes, reagents or buffers, hydrogen sensor modules, and filter cartridges.
2. "Acts of God" or unavoidable natural disasters including but not limited to floods, storms, lightning, etc.
3. Theft, vandalism, or other damaging acts.
4. Intentional or accidental abuse, misuse, or neglect.
5. Failures or repairs resulting from the negligence to perform preventative maintenance in accordance with DNWT requirements.
6. Damages or defects in the product, which were caused by initial start-up, repairs or attempted repairs performed by anyone other than an DNWT authorized service provider.
7. Normal wear and tear.
8. Customer in default of any payment obligations to DNWT.
9. Abuse by abnormal system conditions including but not limited to temperature, chemical, or debris.
10. Goods that have been improperly stored by owner or its representatives prior to installation and start-up.
11. Equipment/programming which has been revised or altered by others.
12. Labor and expenses for removal and reinstallation of warranty parts.

## **H. System Efficiency**

Provided that the standard operating conditions stipulated in **Section 5** below are met, the system's efficiency is projected to be a maximum salt consumption of 3.0 lb salt per lb of Cl<sub>2</sub> equivalent generated; and a maximum power consumption of 2.0 kW-hr DC per lb of Cl<sub>2</sub> equivalent generated.

## 4 ClorTec® Standard Operating Conditions

Proper system operation and electrode warranty is subject to the end-user meeting the following conditions:

### A. Inlet Water Conditions

- Providing untreated drinking quality potable water.
- Inlet Water Temperature: Inlet water temperature must be between 65°F-80°F [18°C-27°C].
- Inlet Water Pressure: Water Pressure must be maintained per system Process & Instrumentation Diagram.

### B. Salt Quality:

Must contain no organic binders, flow control agents or resin cleaning material, and meeting the following specifications

NaCl:	
-dry basis	96.3% minimum
-wet	93.3% minimum
Calcium Sulfate	0.30% maximum
Magnesium Chloride	0.06% maximum
Calcium Chloride	0.10% maximum
Magnesium Sulfate	0.02% maximum
Insolubles	0.1% maximum
Moisture (as H <sub>2</sub> O)	3.0% maximum
Lead	0.0007% maximum
Copper	0.0003% maximum
Iron (as Fe)	0.002% maximum
Fluoride	0.00001% maximum
Manganese	<0.0002%

### C. Water Quality:

Must be free of polymer additives, flocculants, coagulants and antiscalants. Salinity to electrolytic cell must be maintained above an average of 18,000 ppm Cl

pH	6.5 to 7.5
Hardness [Ca/Mg]	<10 ppm
Total Organic Carbon (TOC)	<2 ppm
Iron	<200 ppb
Manganese	<10 ppb
Nickel	<5 ppb
Fluoride	<1 ppm
Copper	<5ppb
Cl <sub>2</sub> (free chlorine)	<2 ppm

### D. Operational Logs

- A weekly log of water hardness at outlet of water softener must be maintained by end-user. (See Maintenance and Operation Log Book in Maintenance Kit.)
- Operational Log must be maintained detailing maintenance activities and system usage. (See Maintenance and Operation Log Book in Maintenance Kit.)

## 5 Standard Terms and Conditions of Sale (Refer to PumpTech, Inc. quote)

### 1. APPLICABLE TERMS

The sale of goods and related services (if any) hereunder (collectively, the "Product(s)") is limited to and made expressly conditional on Buyer's acceptance of these terms and conditions of sale. These terms and conditions shall control over any inconsistent or additional terms or conditions proposed or issued by Buyer or Seller, including any additional or different terms contained in any purchase order, acknowledgement, proposal or other communication, written or otherwise, unless specifically agreed to in writing by both parties.

Buyer's acceptance of delivery or the full or partial payment of the purchase price hereunder, shall constitute Buyer's acceptance of all the terms and conditions stated herein, notwithstanding any other inconsistent terms and conditions, prior dealings or usage of trade.

### 2. PRICES AND PAYMENT TERMS

Buyer shall pay the full purchase price as set forth in the applicable purchase order or on the face of that certain document to which these terms are attached ("Seller's Documentation"), (collectively with these terms and conditions, the "Contract") without any deduction by way of set-off, counterclaim, discount or otherwise. All prices and payments shall be in U.S. currency. Unless specifically noted otherwise in Seller's Documentation, prices are exclusive of any and all sales, use, excise, ad valorem, property or other taxes, duties or levies of any kind due or applicable to this transaction. Buyer shall pay directly or reimburse Seller immediately upon demand for any and all such taxes. Payment terms are Net Thirty (N30) Days from date of invoice.

Where payment is made by Letter of Credit, the applicable instructions as communicated in writing by Seller to Buyer shall determine the terms of payment thereunder. Where payment on credit terms is approved, payment terms are Net Thirty (30) Days from date of invoice. No discounts shall apply. Any payments delayed beyond thirty (30) days from the specified due date shall be subject to interest on the unpaid balance at the rate of one and one-half (1-1/2%) percent per month or the maximum rate permitted by applicable law, whichever is less. Seller reserves the right, among other remedies, to suspend further deliveries in the event Buyer fails to pay for any one shipment when payment becomes due. All Contracts are subject to credit approval. Should Buyer's financial condition become unsatisfactory to Seller, Seller shall have the right, at its option, to payment in advance, to cash payment upon delivery or to satisfactory security.

Buyer hereby irrevocably grants Seller a security interest in the Products until such time as Buyer makes full payment of the purchase price. Buyer agrees, if requested, to execute a financing statement as may be necessary to perfect and maintain such security interest including the execution and delivery to Seller of a UCC-1 financing statement.

### 3. DELIVERY AND RISK OF LOSS

Delivery dates set forth in Seller's Documentation are approximate and Seller will make all reasonable efforts to meet same. Timely delivery is subject to prompt receipt from Buyer of accurate and complete technical and shipping information. Seller reserves the right to make partial shipments, invoices for which shall be due and payable in accordance with the payment terms specified above. Where payment is due in advance or by Letter of Credit, timely delivery is further subject to timely receipt of such payment or issuance of such Letter of Credit. All shipping and handling costs are to be paid by Buyer. Buyer is liable for compliance with all laws and regulations governing the unloading, storage, handling and use of all Products.

Whether or not installation services are performed by Seller, title and risk of loss shall pass to Buyer in accordance with the stated shipping terms under Incoterms 2010. Unless otherwise agreed and specified on the purchase order or Seller's Documentation, shipping terms are EXW-Seller's Facility. Seller will notify Buyer when Products are available for shipment. Buyer must provide Seller with specific written instructions as to Buyer's preferred method of shipment or common carrier. If Buyer does not arrange for a freight carrier or freight forwarder to collect the Products within seven (7) calendar days following notification that the Products are available, Seller may, at its own discretion and at Buyer's cost, arrange for Products to be collected by a freight carrier or freight forwarder for shipment to Buyer. Alternatively, Seller may choose to store the Products and may charge Buyer a storage fee.

In the event Buyer requests a postponement of delivery beyond the date specified in Seller's Documentation, Seller may invoice the Buyer and title and risk of loss shall pass to Buyer at such time as Products are made available for shipment, but in no event earlier than the delivery date specified in Seller's Documentation. If delivery is postponed by Buyer, Seller shall endeavor but shall not have the obligation to either store the Products or secure a storage location at Buyer's expense and based upon terms and conditions agreeable to the parties.

→ These terms and conditions do not apply to the City of Black Diamond, only to PumpTech, Inc. Lett B. 2-22-2016

Prior to installation, Products must be stored by Buyer in accordance with the storage instructions that may be a part of Seller's instructions for Products installation, maintenance and care. In the absence of specific instructions, Products must be stored prior to their installation in an enclosed space affording protection from weather, dust and physical damage and providing appropriate temperature, humidity and ventilation conditions to prevent deterioration. Buyer's failure to follow Seller's storage instructions may cause damage to the Products and will void the warranties provided hereunder. Seller shall have the right to inspect Products stored by Buyer prior to installation. If Products are stored by Buyer for a period of 90 days or more, Buyer shall reimburse Seller for all reasonable costs of inspection.

#### 4. PERMITS, REGISTRATIONS AND LAWS

Buyer is responsible for all permits and registrations and for compliance with local laws concerning permitting, registration, installation and use of the Products. Buyer shall indemnify and hold harmless Seller from any and all costs, damages, fines and penalties resulting from Buyer's failure to comply with local laws, permits and regulations. Buyer shall strictly comply with and refrain from exporting or re-exporting the Products in violation of United States' laws regarding trade restrictions and embargoes, as such laws may be amended from time to time. Unless otherwise agreed according to the specified Incoterms governing shipment of the Products, Seller shall have no obligation or liability for export clearance, customs clearance or import duties of any kind.

Seller may provide reimbursement to Buyer or Buyer's representative, either directly or indirectly through intermediaries, for their reasonable and bona fide travel and lodging expenses in connection with Buyer's purchase of Products hereunder. Any such reimbursement is NOT a payment, gift, offer or promise of any thing of value, but is rather provided to Buyer for the sole purpose of reimbursing Buyer's reasonable travel and lodging expenses related to the promotion, demonstration or explanation of the Products being offered by Seller to Buyer. Should Seller discover that a violation of the U.S. Foreign Corrupt Practices Act or the UK Bribery Act 2010 has occurred or is likely to occur, Seller shall have the right to unilaterally terminate the Contract.

#### 5. PRODUCT ACCEPTANCE

Except for Products that are not assembled at Seller's facility, Buyer has the right to inspect Products at Seller's facility prior to shipment provided that advance written arrangements are made by Buyer and are confirmed in writing by Seller. Any and all costs associated with inspection and testing requested by Buyer at Seller's facility will be paid by Buyer. Buyer shall inspect the Products within a reasonable period of time following receipt at the point of destination and prior to conducting any Acceptance Test (as defined below) to determine if the Products are damaged, incomplete or do not otherwise conform to Buyer's request. If Buyer receives Products with visible or suspected damage or loss, including damages to the packaging, or with discrepancies in specification, Buyer shall make relevant notes in receiving documents and notify Seller immediately. Such notice shall be reasonably detailed and shall specify the damage or discrepancy. Buyer's failure to inspect the Products and give written notice to Seller of any alleged defects or non-conformity within a reasonable period of time after receipt at the point of destination shall waive Buyer's right to reject the Products and return them to Seller for credit and Buyer's sole remedy for nonconforming or defective Products shall be warranty claims made in accordance with Article 7 herein.

For purposes of this Article 5, "reasonable period of time" means a period of time that is not immoderate or excessive, in accordance with industry standards.

If Seller's Documentation provides that the Products are subject to specific acceptance testing (the "Acceptance Test") in order to verify Product performance in accordance with agreed specifications, the Products shall be deemed fully accepted when they have satisfied the requirements of the Acceptance Test. Buyer's remedy for Products that have failed an Acceptance Test or are in the warranty period shall be limited, at Seller's sole discretion, to the repair or replacement of such Products.

Notwithstanding any right conferred upon the Buyer to inspect or test the Products prior to acceptance, any use or alteration of the Products by Buyer, its agents, employees or licensees, for any purpose after delivery thereof, shall constitute Buyer's irrevocable acceptance of the Products. Accordingly, in the event of any discovery by Buyer of a non-conformity or defect following such acceptance of the Products, Buyer's sole recourse is a warranty claim pursuant to the warranty provisions stated in Article 7 herein.

#### 6. INSTALLATION AND/OR START UP SERVICES

If Seller's scope of supply includes installation supervision and/or start up services, Buyer will confirm to Seller at least two (2) weeks prior to the date Seller's personnel will be required on site to perform such services that Buyer has fully completed all work necessary for such installation and/or start up services in accordance with Seller's instructions. In the event that the completion of such services is delayed by Buyer for any reason not the fault of Seller following Seller's arrival on site, Buyer shall pay for any additional costs resulting from the delay.

To the extent that Seller's scope of supply includes supervising the installation of the Products, Seller shall not be responsible for the means and methods selected for such installation, nor for the manner in which such

This section does not apply to the City of Black Diamond, only to Pump Tech, Inc. Keith B. 2-22-2016 5-2

→ This section does not apply to the  
City of Black Diamond, only to Pump Tech,  
Inc. Seth B. 2-22-2016

installation services are performed, including the efficiency, adequacy and safety of same. Seller makes no warranty, express or implied, with respect to such installation and/or start up services, except that the Seller shall be responsible for any claims or damages resulting from its own negligence.

#### 7. CANCELLATION

Unless otherwise provided in Seller's Documentation, if Buyer cancels or partially cancels a Contract, Buyer shall promptly pay Seller for all work performed on account of the Products prior to cancellation plus any other reasonable costs incurred by Seller as a result of such cancellation including, if applicable, an appropriate restocking fee.

#### 8. WARRANTY

Subject to the conditions stated below, Seller warrants the Products against defects in materials and workmanship for a period of eighteen (18) months from the date in which title has passed to Buyer or twelve (12) months from the date of installation of the Products, whichever occurs first. Seller shall, at its option, repair or replace any Products or components thereof that prove upon examination to the satisfaction of Seller to be defective. In addition, any part or component that has been repaired or replaced shall be warranted for a period equal to the longer of (i) the remaining warranty period hereunder; or (ii) one year from the date of such repair or replacement.

In the event that Seller fails to initiate a corrective action plan to repair or replace the defective components within ten (10) days following Buyer's notification, Buyer may, at their option, take action to repair or replace such defective product and Seller shall bear the direct and commercially reasonable cost for parts and labor thereof. In such circumstances, Seller has no warranty obligation with regard to the repair or replacement performed by Buyer. Further, if Buyer improperly repairs or replaces the defective Products and/or uses incompatible components, Seller is not responsible for any costs, damages or malfunctions resulting therefrom.

Any alteration, disassembly, storage or use of the Products not in accordance with Seller's instructions shall void the warranty. Buyer assumes full responsibility in the event Buyer uses the Products in combination with other goods or in any manner not stated in Buyer's specifications provided prior to sale.

All costs associated with removing the Products from service and re-installing same following examination, repair or replacement are to be borne by Buyer. Seller may, in its sole discretion, require that the Products be shipped to Seller's facility for examination, repair or replacement. All transportation costs to and from Seller's facility, if required, are to be prepaid by Buyer.

THE WARRANTIES SET FORTH HEREIN, IF ANY, ARE MADE EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO SELLER, IS HEREBY EXPRESSLY EXCLUDED; PROVIDED, HOWEVER, THAT THE PRODUCTS ARE WARRANTED TO CONFORM IN ALL MATERIAL RESPECTS TO THE RELEVANT AND KNOWN SPECIFICATIONS, AND PERFORMANCE STANDARDS, INCLUDING ANY MUTUALLY AGREED MODIFICATIONS THERETO.

SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY FAILURE BY SELLER TO SUPPLY PRODUCTS THAT MEET THE FOREGOING WARRANTY IS EXPRESSLY LIMITED TO, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF THE NON-CONFORMING PRODUCTS.

#### 9. INDEMNIFICATION

Buyer and Seller shall each defend, indemnify and hold the other harmless from and on account of all bodily injury and property damage claims asserted by third parties as a result of the other's negligent acts or omissions. To the extent that both Buyer and Seller are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of a claim by a third party against either Buyer or Seller, then in such event, Buyer and Seller shall each be responsible for a portion of the liability, including costs and expenses, attributable to its comparative share of the total negligence.

Seller agrees to indemnify and hold harmless Buyer against any third party claim alleging that the Products infringe upon a valid and enforceable United States patent, provided Buyer gives Seller written notice immediately when such claim is asserted, directly or indirectly. Notwithstanding the foregoing, Seller shall have no liability to Buyer if any patent infringement or claim thereof is based upon or arises out of

(a) compliance with designs, plans or specifications furnished by or on behalf of Buyer;

(b) use of the Products in a manner for which the Products were neither designed nor contemplated; or

(c) the claimed infringement of any patent in which the Buyer or any affiliate or subsidiary of Buyer has any direct or indirect interest by license or otherwise.

→ This section does not apply to the  
City of Black Diamond, Seth B.  
2-22-2016

#### **10. LIMITATION OF LIABILITY**

Seller's total aggregate liability to Buyer with respect to any cause of action or claim hereunder shall not exceed the purchase price payable hereunder.

In no event shall Seller be liable, either directly or as indemnitor of Buyer, for any special, punitive, indirect or consequential damages, including but not limited to damages for loss of use, loss of income or loss of profit.

Notwithstanding the above, this limitation of liability shall not apply to claims arising from Seller's gross negligence or willful misconduct.

All of Buyer's claims or actions of any description whatsoever against the Seller shall be brought not later than one (1) year after the occurrence of the event upon which each such claim or action is based.

#### **11. FORCE MAJEURE**

Force Majeure shall mean any act, event or condition that is beyond Seller's reasonable control, that materially and adversely affects Seller's ability to perform its obligations hereunder, and that is not the result of Seller's willful neglect, error, omission or failure to exercise reasonable due diligence.

Seller shall not be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. If Seller is unable to perform any of its obligations hereunder as a result of a Force Majeure event, Seller shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance.

In addition, to the extent that a Force Majeure event materially increases Seller's cost of performance hereunder, Seller shall be entitled to an equitable contribution from Buyer towards such additional costs of performance, excluding any costs that are covered by Seller's insurance.

#### **12. DEFAULT AND TERMINATION**

The substantial failure of either party to comply with the terms herein shall constitute default hereunder. Upon default by one party, the other nondefaulting party shall provide written notice clearly specifying the nature of the default. The defaulting party shall have thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days and is not cured within thirty (30) days, this Contract may be terminated. In the case of default that cannot be cured within thirty (30) days, this Contract shall not be terminated so long as the defaulting party has given written notice of extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.

For purposes of this Contract, the failure of Buyer to pay Seller in accordance with the payment terms hereunder shall be considered a substantial default for which no cure period beyond thirty (30) days shall be allowed. In the event of the Buyer's default, Seller may, in addition to the right to terminate set forth in this paragraph, elect to suspend work until the default has been cured.

In the event of any termination, Seller shall be paid for Products delivered and services rendered (including Products specifically manufactured/assembled or special ordered for the Buyer that have yet to be supplied) through the date of termination.

No delay or omission on the part of the Seller in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

#### **13. INTELLECTUAL PROPERTY**

All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with the Products sold hereunder shall remain Seller's exclusive property. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

Buyer will not undertake any analyses or "reverse engineering" of the products for the purpose of designing, developing or manufacturing by the Buyer or by any third party of products that compete with the Product(s).

Seller will retain sole ownership of all discoveries, improvements, inventions, patents, trademarks, copyrights, know-how, trade secrets, or other intellectual property rights associated in any way with the Products. The parties specifically agree that all improvements, inventions, discoveries and copyright in works of authorship, including those in formative stages, made by either party hereto (either alone or jointly with others) improving upon or related to the Products shall from the time of conception or, in the case of works of authorship, from the time of creation, be the property of Seller.

→ This section does not apply to the City of Black Diamond. Keth B. 2-22-26



#### **14. RELIANCE ON INFORMATION**

Buyer acknowledges that Seller has used and relied upon information provided by the Buyer, if any, regarding site conditions, specifications and other technical requirements in the design, installation and start-up of its Product(s). Seller shall not be obligated to establish or verify the accuracy of the information furnished by the Buyer nor shall Seller be responsible for the impact or effect on its Products(s) and any services provided by Seller hereunder of the information furnished by the Buyer in the event that such information is in error.

#### **15. DISPUTE RESOLUTION**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, New York, USA, or other location agreed by the parties, before a sole arbitrator, conducted in the English language in accordance with the ICC Arbitration Rules as currently in force, administered by the ICC. Judgment on the arbitration award may be entered in and enforced by any court of competent jurisdiction.

#### **16. MISCELLANEOUS PROVISIONS**

These terms and conditions constitute the entire Contract of sale and purchase between Buyer and Seller and supersede all prior or contemporaneous communications, representations, understandings or agreements, whether written or oral, unless such document states that it intends to modify this Contract and is signed by both parties. No modification of this Contract (including changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless made pursuant to a writing signed by both parties. No course of dealing or performance or usage of trade may be used to modify this Contract.

The English language shall be the official text of this Contract. No modification of this Contract (including changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless made in writing, in English, signed by both parties. No course of dealing or performance or usage of trade may be used to modify this Contract.

The failure on the part of either party to enforce its rights as to any provisions herein shall not be construed as a waiver of its rights to enforce such provisions in the future.

Should any provision of this Contract for any reason be declared invalid or void, such declaration will not affect the remaining provisions of this Contract, which shall remain in full force and effect.

Buyer may not assign or permit any other transfer of this Contract without Seller's prior written consent. Buyer acknowledges that Seller shall be entitled to manufacture or have manufactured the Products at any of its or its partners' facilities worldwide. The Seller shall inform the Buyer of any change to the manufacturing location of any of the Products and the parties shall sign any further documents required to give effect to the intent of this provision.

This Contract is entered into solely between, and may be enforced only by, the Buyer and Seller; and this Contract shall not be deemed to create any rights in third parties, including customers of the Buyer, or to create any obligations to any such third parties.

These terms and conditions shall be governed by and construed in accordance with the laws of the United States of America, State of Texas. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply to this Contract.

→ This section does not apply  
to the City of Black Diamond  
Jeth B. 2-22-2016



## **Section 2**

### **Project References**



# **ClorTec OSHG System Reference & Contact List**

**Prepared For:**

**City of Black Diamond, WA**

**January 12, 2016**



**De Nora Water Technologies Texas, LLC**  
1110 Industrial Blvd., Sugar Land  
Texas 77478, United States  
Tel: +1 281 240 6770



P-16555 City of Black Diamond



### ClorTec OSHG Partial Americas Reference List

<b>Project Name:</b>	EMWD Well #89
<b>Project Location:</b>	Hemet/San Jacinto, California
<b>Year of Installation:</b>	2012
<b>Capacity of OSHG System:</b>	75 ppd
<b>Brief Description and Scope of Work:</b>	CT-75 units with rectifier, control panel, softener, brine tank, hypo tank, blowers, metering pumps and startup services.
<b>Owner Contact Info:</b>	John Dotinga Water Production Manager Eastern Municipal Water District 1283 N. Kirby St. Hemet, CA 92543 (951) 928-3777 x7301 <a href="mailto:dotingaj@emwd.org">dotingaj@emwd.org</a>
<b>Project Name:</b>	United Water - Marden WTP
<b>Project Location:</b>	Boise, Idaho
<b>Year of Installation:</b>	2014
<b>Capacity of OSHG System:</b>	300 ppd
<b>Brief Description and Scope of Work:</b>	CT-300 Rack unit with rectifier, control panel and startup services.
<b>Owner Contact Info:</b>	Suez (Formerly United Water) Bob Lawrence 8248 W. Victory Rd. Boise, Id. 83709 (208) 362-7370 <a href="mailto:Bob.Lawrence@suez-na.com">Bob.Lawrence@suez-na.com</a>
<b>Project Name:</b>	Asotin County Well #6
<b>Project Location:</b>	Clarkston, WA
<b>Year of Installation:</b>	2013
<b>Capacity of OSHG System:</b>	75 ppd
<b>Brief Description and Scope of Work:</b>	CT-75 Rack unit with rectifier, control panel and startup services.
<b>Owner Contact Info:</b>	Asotin County PUD Tim Simpson PO Box 605 Clarkston, WA 99403-0605 (509) 758-1010 <a href="mailto:tsimpson@asotinpud.org">tsimpson@asotinpud.org</a>

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P-16555 City of Black Diamond

**Project Name:** City Of Maple Ridge, Grant Mountain Pump Station  
**Project Location:** Maple Ridge, BC, Canada  
**Year of Installation:** 2012  
**Capacity of OSHG System:** 12 ppd  
**Brief Description and Scope of Work:** MCT-12 Skid unit including power supply, controls, softener, tanks and water heater.  
**Owner Contact Info:** Bruce Gailling  
District of Maple Ridge  
23925 Dewdney Trunk Road  
Maple Ridge BC V4R1W1  
Canada  
Work: 604-463-5221  
Mobile: 778-628-7240  
[bgailling@mapleridge.ca](mailto:bgailling@mapleridge.ca)

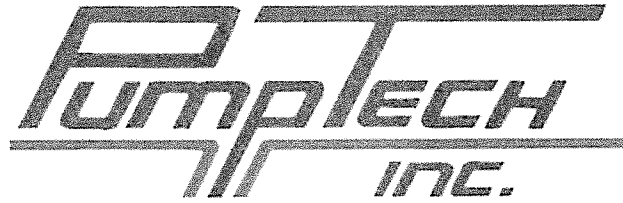
**Project Name:** Village of Clinton  
**Project Location:** Clinton, BC, Canada  
**Year of Installation:** 2010  
**Capacity of OSHG System:** 12 ppd  
**Brief Description and Scope of Work:** MCT-12 Panel mounted unit with power supply, control panel, softener, brine tank, heater, blowers, acid cart and startup services.  
**Owner Contact Info:** Karl Hansen  
Village of Clinton  
Clinton, BC, Canada  
Work: (250) 459-2261  
Mobile: (250) 457-7393  
[khansen@village.clinton.bc.ca](mailto:khansen@village.clinton.bc.ca)

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## REFERENCES & MAJOR PROJECTS 2016

**PROJECT:** City of Warden  
**NAME OF OWNER:** City of Warden  
**CONTACT PERSON:** Kristine Shuler  
**PHONE:** (509) 349-2326  
**PRIMARY CONTRACTOR:** POW Contracting  
**CONTRACT AMOUNT:** \$500,000.00  
**APPROX. DATE COMPLETED:** February 2016  
**COMMENTS:** Flowserve BJ Submersible with VFD and pump rehab with new motor and VFD  
**ENGINEER:** Gray & Osborne Engineers

**PROJECT:** Anacortes Water Treatment Plant River Intake Pump  
**NAME OF OWNER:** City of Anacortes  
**CONTACT PERSON:** Jeff Mars  
**PHONE:** (360) 428-1598  
**PRIMARY CONTRACTOR:** Award Construction  
**CONTRACT AMOUNT:** \$180,000.00  
**APPROX. DATE COMPLETED:** August 2014  
**COMMENTS:** Byron Jackson / Ruhrpumpen  
**ENGINEER:** HDR Engineering

**PROJECT:** Boeing 777X40-57  
**NAME OF OWNER:** Boeing  
**CONTACT PERSON:** Dean Gray  
**PHONE:** (206) 300-8168  
**PRIMARY CONTRACTOR:** Hoffman Construction  
**CONTRACT AMOUNT:** \$1,506,914.00  
**APPROX. DATE COMPLETED:** December 2014  
**COMMENTS:** Paco Split Case Pumps  
**ENGINEER:** BRPH – James Woodard / (321) 751-3150

**PROJECT:** Pottery Avenue Lift Station  
**NAME OF OWNER:** City of Port Orchard  
**CONTACT PERSON:** Dan Castillo  
**PHONE:** (360) 876-2722  
**PRIMARY CONTRACTOR:** Rush Developement  
**CONTRACT AMOUNT:** \$160,000.00  
**APPROX. DATE COMPLETED:** September 2014  
**COMMENTS:** Vaughan  
**ENGINEER:** RH2 Engineering

**PROJECT:** Pasco WWTP Aeration System Upgrades  
**NAME OF OWNER:** City of Pasco  
**CONTACT PERSON:** Reuel Klempel  
**PHONE:** (509) 544-3083  
**PRIMARY CONTRACTOR:** City of Pasco  
**CONTRACT AMOUNT:** \$250,000.00  
**APPROX. DATE COMPLETED:** November 2013  
**COMMENTS:** ABS HST Blowers  
**ENGINEER:** HDR Engineering

**PROJECT:** Chief Joseph Fish Hatchery Phase 2  
**NAME OF OWNER:** Bonneville Power Administration  
**CONTACT PERSON:** Pat Phillips  
**PHONE / EMAIL:** (509) 631-1970 / patrick.phillips@colvilletribes.com  
**PRIMARY CONTRACTOR:** PCL Construction Services  
**CONTRACT AMOUNT:** \$532,840.00  
**APPROX. DATE COMPLETED:** January 2013  
**COMMENTS:** Supply and install of several Peerelss Vertical Turbine well pumps along with the supply of ABS submersible pumps at the reclamation ponds.  
**ENGINEER:** Tetra Tech—Darrel Nice  
(509) 744-9271/darrel.nice@tetrattech.com

**PROJECT:** KID Kiona Intake- Red Mountain South LID  
**NAME OF OWNER:** Kennewick Irrigation district  
**CONTACT PERSON:** Kyle Pettibone--Engineer  
**PHONE:** (425) 951-5360 (work) kpettibone@rh2.com  
**PRIMARY CONTRACTOR:** Pacific Crest Construction  
**CONTRACT AMOUNT:** \$610,000.00  
**APPROX. DATE COMPLETED:** October 2014  
**COMMENTS:** This project consisted of 5 Peerless Vertical turbine pumps installed into a river intake structure on the Yakima River  
**ENGINEER:** RH2 Engineers—Kyle Pettibone  
(425) 951-5360 (work) kpettibone@rh2.com

**PROJECT:** City of Coeur d'Alene Phase 5C.1 WWTP Upgrades  
**NAME OF OWNER:** City of Coeur D' Alene, ID  
**CONTACT PERSON:** Casey Fisher  
**PHONE:** (208) 769-2346/CFISHER@cdaid.org  
**PRIMARY CONTRACTOR:** Williams Brothers Construction  
**CONTRACT AMOUNT:** \$134,965.90  
**APPROX. DATE COMPLETED:** November 2014  
**COMMENTS:** This project included ABS submersible pumps & blowers  
**ENGINEER:** HDR-Michael Zeltner  
(208) 387-7089 / Michael.Zeltner@hdrinc.com

**PROJECT:** Cashmere Waste Water Treatment Facility Upgrades  
**NAME OF OWNER:** City of Cashmere, WA  
**CONTACT PERSON:** Bob Schmidt  
**PHONE:** (509) 782-3513/bob@citofcashmere.org  
**PRIMARY CONTRACTOR:** Harbor Pacific Contractors  
**CONTRACT AMOUNT:** \$144,623.64  
**APPROX. DATE COMPLETED:** September 2013  
**COMMENTS:** Project included several ABS submersible pumps and Boosterpaq  
**ENGINEER:** RH2 Engineering—Kyle Pettibone  
(425) 951-5360 (work) / kpettibone@rh2.com

**PROJECT:** Clarkston Waste Water Treatment Facility Upgrades  
**NAME OF OWNER:** City of Clarkston, WA  
**CONTACT PERSON:** Weslson  
**PHONE:** (509) 758-1674/wwtp@clarkston.com  
**PRIMARY CONTRACTOR:** Williams Brothers Construction  
**CONTRACT AMOUNT:** \$150,000.00  
**APPROX. DATE COMPLETED:** September 2014  
**COMMENTS:** Included ABS pumps and mixers and Vaughan Chopper pumps  
**ENGINEER:** Keller Engineering—Jason King  
(208) 288-1992 / jking@kellerassociates.com

**PROJECT:** City of Newport Lakewood Hills Pump Station  
**NAME OF OWNER:** City of Newport  
**CONTACT PERSON:** Lanny Schulze  
**PHONE:** (541) 574-5874  
**PRIMARY CONTRACTOR:** Clackamas Construction  
**CONTRACT AMOUNT:** \$365,445.00  
**APPROX. DATE COMPLETED:** November 2014  
**COMMENTS:** 14'x26'x8' pre-fab blazer building with Boosterpaq BQ10337-R3, two CR10-3, and two CR90-2-2, 3ph 230v. with two CU352 controllers.  
**ENGINEER:** Civil West Engineering

**PROJECT:** Lyons-Mehama Water District Booster Pump Station  
**NAME OF OWNER:** Lyons-Mehama Water District  
**CONTACT PERSON:** Bill Grimes  
**PHONE:** (503) 859-2367  
**PRIMARY CONTRACTOR:** Clackamas Construction  
**CONTRACT AMOUNT:** \$249,897.00  
**APPROX. DATE COMPLETED:** July 2014  
**COMMENTS:** 14'x20'x8' pre-fab blazer building with two Grundfos CR5-4, 25 GPM AT 86' TDH, 1.5HP, 3450 RPM, 460/3/60 domestic pumps, and two Paco 5070-7 VL, 1000 GPM AT 147' TDH, 50HP, 1800 RPM 460/3/60 fire flow pumps.  
**ENGINEER:** CH2M Hill Engineering





## **Section 3**

### **Operation and Maintenance Considerations**

## On-Site Sodium Hypochlorite Generation System Estimated Whole-Life Cost Comparison

Prepared For: City of Black Diamond, WA

Project Name: City of Black Diamond,  
North Bank Pump Facility



### Treatment Plant Information

Instantaneous Flow gpm	400.00
Flow Mgd	0.58
Chlorine Dose ppm	1.00
Duty Time	100%
Annual Oxidizer Demand Pounds Cl <sub>2</sub>	1,752
Oxidizer Demand Pounds Cl <sub>2</sub> Per Day	5

### Capital Cost

ClorTec OSHG	\$ 48,125.00
Chlorine Gas	\$ -
12% Bulk Sodium Hypochlorite	
Competitor OSHG	

### Raw Material Concentration

Chlorine Gas	0%
NaOCl 12% (Degraded By 15%)	

### OSHG Raw Material Consumption

<b>DNWT ClorTec OSHG</b>	
Salt Pounds per Pound Cl <sub>2</sub> Equivalent	3.0
Power kWh per Pound Cl <sub>2</sub> Equivalent	2.0
<b>Competitor OSHG</b>	
Salt Pounds per Pound Cl <sub>2</sub> Equivalent	
Power kWh per Pound Cl <sub>2</sub> Equivalent	

### Raw Material Cost

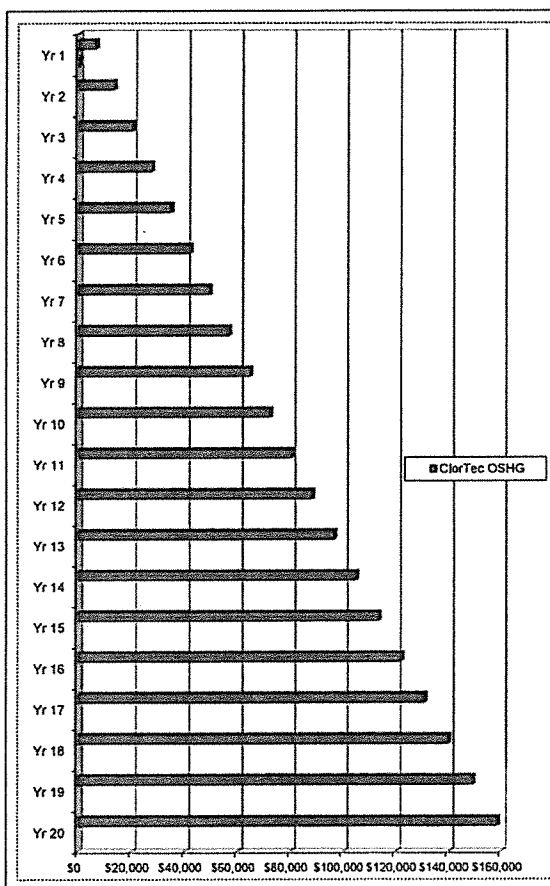
Chlorine Gas per Pound	\$ -
12% Bulk Sodium Hypochlorite Cost per Gallon	
Salt Cost per Pound	\$ 0.125
kWh Cost	\$ 0.0820
Fully Burdened Labour Cost Per Hour	\$ 25.00

### Estimated Annual Plant Operation Labor (Hours)

DNWT ClorTec OSHG	100.00
Chlorine Gas	-
12 % Sodium Hypochlorite	
Competitor OSHG	-

### Price Escalation

Chemical Price Index	104%
Consumer Price Index	103%



## On-Site Sodium Hypochlorite Generation System Estimated Whole-Life Cost Comparison

Prepared For: City of Black Diamond, WA  
North Bank Pump Facility  
Project Name: City of Black Diamond, WA  
North Bank Pump Facility

10 Year Whole Life Cost Comparison \$61,481.55

**ClorTec OSHG**

**YEAR 1**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$944.33
Plant Operation Labor	\$2,500.00
<b>TOTAL COST (yr. 1)</b>	<b>\$6,731.64</b>
<i>ClorTec (yr. 1)</i>	<i>-\$6,731.64</i>

**YEAR 2**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$972.66
Plant Operation Labor	\$2,575.00
<b>TOTAL COST (yr. 2)</b>	<b>\$6,834.97</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$13,566.62</b>
<i>ClorTec (yr. 1-2)</i>	<i>-\$13,566.62</i>

**YEAR 3**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,001.84
Plant Operation Labor	\$2,652.25
<b>TOTAL COST (yr. 3)</b>	<b>\$6,941.40</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$20,508.02</b>
<i>ClorTec (yr. 1-3)</i>	<i>-\$20,508.02</i>

**YEAR 4**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,031.89
Plant Operation Labor	\$2,731.82
<b>TOTAL COST (yr. 4)</b>	<b>\$7,051.03</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$27,559.05</b>
<i>ClorTec (yr. 1-4)</i>	<i>-\$27,559.05</i>

**ClorTec OSHG**

**YEAR 5**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,062.85
Plant Operation Labor	\$2,813.77
<b>TOTAL COST (yr. 5)</b>	<b>\$7,163.94</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$34,722.98</b>
<i>ClorTec (yr. 1-5)</i>	<i>-\$34,722.98</i>

**YEAR 6**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,094.73
Plant Operation Labor	\$2,898.19
<b>TOTAL COST (yr. 6)</b>	<b>\$7,280.24</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$42,003.22</b>
<i>ClorTec (yr. 1-6)</i>	<i>-\$42,003.22</i>

**YEAR 7**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,127.58
Plant Operation Labor	\$2,885.13
<b>TOTAL COST (yr. 7)</b>	<b>\$7,400.02</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$49,403.24</b>
<i>ClorTec (yr. 1-7)</i>	<i>-\$49,403.24</i>

**YEAR 8**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,161.40
Plant Operation Labor	\$3,074.68
<b>TOTAL COST (yr. 8)</b>	<b>\$7,523.40</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$56,926.65</b>
<i>ClorTec (yr. 1-8)</i>	<i>-\$56,926.65</i>

**YEAR 9****ClorTec OSHG**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,196.25
Plant Operation Labor	\$3,166.93
<b>TOTAL COST (yr. 9)</b>	<b>\$7,650.49</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$64,577.14</b>
<i>ClorTec (yr. 1-9)</i>	<i>-\$64,577.14</i>

**YEAR 10**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,232.13
Plant Operation Labor	\$3,261.93
<b>TOTAL COST (yr. 10)</b>	<b>\$7,781.38</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$72,358.52</b>
<i>ClorTec (yr. 1-10)</i>	<i>-\$72,358.52</i>

**YEAR 11****ClorTec OSHG**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,269.10
Plant Operation Labor	\$3,359.79
<b>TOTAL COST (yr. 11)</b>	<b>\$7,916.20</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$80,274.72</b>
<i>ClorTec (yr. 1-11)</i>	<i>-\$80,274.72</i>

**YEAR 12**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,307.17
Plant Operation Labor	\$3,460.58
<b>TOTAL COST (yr. 10)</b>	<b>\$8,055.07</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$88,329.80</b>
<i>ClorTec (yr. 1-10)</i>	<i>-\$88,329.80</i>

**ClorTec OSHG****YEAR 13**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,346.39
Plant Operation Labor	\$3,564.40
<b>TOTAL COST (yr. 9)</b>	<b>\$8,198.10</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$96,527.90</b>
<i>ClorTec (yr. 1-9)</i>	<i>-\$96,527.90</i>

**YEAR 14**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,386.78
Plant Operation Labor	\$3,671.33
<b>TOTAL COST (yr. 10)</b>	<b>\$8,345.43</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$104,873.33</b>
<i>ClorTec (yr. 1-10)</i>	<i>-\$104,873.33</i>

**ClorTec OSHG****YEAR 15**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,428.38
Plant Operation Labor	\$3,781.47
<b>TOTAL COST (yr. 9)</b>	<b>\$8,497.17</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$113,370.50</b>
<i>ClorTec (yr. 1-9)</i>	<i>-\$113,370.50</i>

**YEAR 16**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,471.23
Plant Operation Labor	\$3,894.92
<b>TOTAL COST (yr. 10)</b>	<b>\$8,653.47</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$122,023.97</b>
<i>ClorTec (yr. 1-10)</i>	<i>-\$122,023.97</i>

**ClorTec OSHG****YEAR 17**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,515.37
Plant Operation Labor	\$4,011.77
<b>TOTAL COST (yr. 9)</b>	<b>\$8,814.45</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$130,838.42</b>
<i>ClorTec (yr. 1-9)</i>	<i>-\$130,838.42</i>

**YEAR 18**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,560.83
Plant Operation Labor	\$4,132.12
<b>TOTAL COST (yr. 18)</b>	<b>\$8,980.27</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$139,818.68</b>
<i>ClorTec (yr. 1-18)</i>	<i>-\$139,818.68</i>

**YEAR 19**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,607.66
Plant Operation Labor	\$4,256.08
<b>TOTAL COST (yr. 19)</b>	<b>\$9,151.05</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$148,969.74</b>
<i>ClorTec (yr. 1-19)</i>	<i>-\$148,969.74</i>

**YEAR 20**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,655.88
Plant Operation Labor	\$4,383.77
<b>TOTAL COST (yr. 20)</b>	<b>\$9,326.97</b>
<b>TOTAL CUMULATIVE COST</b>	<b>\$158,296.70</b>
<i>ClorTec (yr. 1-20)</i>	<i>-\$158,296.70</i>

**Cumulative Cost Comparison Summary**

	<b>ClorTec OSHG</b>
Yr 1	\$6,731.64
Yr 2	\$13,566.62
Yr 3	\$20,508.02
Yr 4	\$27,559.05
Yr 5	\$34,722.98
Yr 6	\$42,003.22
Yr 7	\$49,403.24
Yr 8	\$56,926.65
Yr 9	\$64,577.14
Yr 10	\$72,358.52
Yr 11	\$80,274.72
Yr 12	\$88,329.80
Yr 13	\$96,527.90
Yr 14	\$104,873.33
Yr 15	\$113,370.50
Yr 16	\$122,023.97
Yr 17	\$130,838.42
Yr 18	\$139,818.68
Yr 19	\$148,969.74
Yr 20	\$158,296.70



## **Section 4**

### **Capital Cost**

**Price Wall Mounted MCT-12**

<b>Item No.</b>	<b>Quantity</b>	<b>Description</b>	<b>Total Price (US\$)</b>
1	One Each	12 lbs/day on-site sodium hypochlorite generator, with equipment (As listed under 1.A Scope of Supply)	Included
2	One Lot	Engineering & Documentation	Included
3	One Lot	Freight (see delivery schedule)	Included
		<b>Total</b>	<b>\$ 48,125.00</b>

*Note: Pricing listed above is not inclusive of taxes.*