

# Appendix B

## INDEPENDENT CONTRACT FORESTRY CONSULTANT

Dated: July 1, 2023, between **City of Rainier, a municipality, ("Owner")**, whose address is P. O. Box 100, Rainier, OR 97048 and **D. McCoy, Inc. ("Contractor")**, whose address is 72760 Apiary Rd., Rainier, OR 97048.

### **RECITALS:**

**OWNER** owns or controls the land hereinafter described and desires to have performed upon the land, the work hereinbelow set forth. **Contractor** represents that **Contractor** is engaged in the business of performing work such as that described below and has the skills, tools, equipment and permits necessary to carry on such business and desires to perform such work as an independent contractor.

### **AGREEMENTS**

1. **Work location, scope, specifications and standards:**
  - a. "The land" upon which the work is to be performed is located in Columbia County, State of Oregon, and is the land outlined as "Rainier Watershed" in the City of Rainier Zoning Map dated February 2015.
  - b. "The work" to be performed by **Contractor** is described in Exhibit "A" attached and made a part hereof.
  - c. **Contractor** shall perform the work in such a manner as will attain the results set forth in Exhibit "A". **Contractor**, at **Contractor's** sole expense, shall furnish all labor, supervision, tools, equipment and materials necessary to satisfactorily complete the work unless otherwise stipulated in Exhibit "A."
  
2. **Term, Suspension of Work:**

"The term" of this contract shall begin on July 1, 2023, and shall end on June 30, 2025.
  
3. **Insurance:**
  - a. **Prior to commencement of the work, Contractor shall obtain and maintain in full force and effect during the term hereof, at Contractor's sole expense, and shall furnish Owner with certificate of insurance evidencing the following insurance coverage upon Contractor's operation hereunder. Owner shall have the right to require the use of the Insurance Certificate form (ACORD 25-S {3/88} or most recent revision thereof) by Contractor's insurance carrier.**
    1. Comprehensive general liability, including contractual, products and completed operations, with minimum limits of \$100,000 per occurrence and \$300,000 property damage, or minimum combined single limit of \$300,000. **Owner** shall be named as an additional insured.
    2. Comprehensive automobile liability, covering owned, hired and non-owned vehicles, with minimum limits of \$100,000 per person and \$300,000 per



- c. promptly report any dead or injured threatened and endangered wildlife on Owner lands or operations to Owner. If Owner's representatives are not available to report the information to U.S. Fish and Wildlife Service and the state wildlife agency, Contractor must do so immediately. Do not handle or disturb any dead or injured threatened and endangered wildlife or disturb the scene where they are found until the agencies complete their investigation.
- d. inform all employees of Contractor who will work on or near Owner's lands under this contract of these requirements, and include these provisions in any subcontracts for such work.

8. Protection of Owner from losses and claims

- a. Contractor shall promptly pay for all damage to property owned or controlled by or in the possession of Owner resulting directly or indirectly from negligent acts or omissions of Contractor.
- b. Contractor shall prevent filing of any liens against any property owned or controlled by Owner arising out of the work.

9. Default

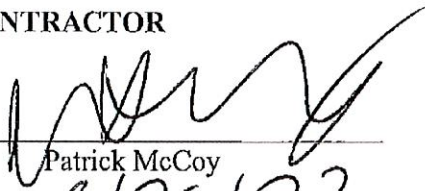
- a. If either party defaults, the other may immediately suspend work by either oral or written notice to the defaulting party. If the default is not remedied within three (3) days after such notice, the non-defaulting party may terminate this contract.
- b. If either party becomes insolvent or the subject of a proceeding under any bankruptcy law, or makes an assignment for the benefit of creditors, or has a receiver appointed to manage its affairs, then the other may immediately terminate this contract.
- c. If disputes arise between the parties out of this contract, the prevailing party shall be entitled to recover (in addition to all other damages) all costs reasonably incurred to prepare for and conduct any litigation.
- d. Nothing in this paragraph shall bar any other or additional legal or equitable remedy available to one party in the event of default by the other.

10. Notices

Notices shall be given personally or by mail addressed to the party being served at the address set forth above. Notice shall be in writing.

CONTRACTOR

By

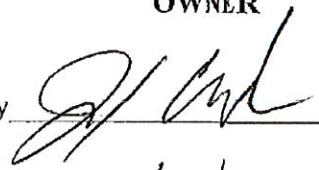
  
Patrick McCoy

Date

6/28/23

OWNER

By



Date

6/15/23

**EXHIBIT "A"**

Description of Work to be Performed

**FORESTRY CONSULTING**

Contractor agrees to perform the following work:

A. Provide recommendations for forest management activities to include, but not limited to:

- \*Harvesting
- \*Tree Planting
- \*Site Preparation
- \*Vegetation Control
- \*Road Maintenance
- \*Animal Damage Control
- \*Mechanical Stand Improvement
- \*Development and Completion of a Five-Year Timber Master Plan

B. Keep accurate records

C. Payments for services-----\$

Owner's Initial JC  
Date 6/5/23

Contractor's Initial PDM  
Date 6/28/23

**EXHIBIT "B"**

Payment Procedures

**FORESTRY CONSULTING**

1. Basis for payment

Pay will be for the hours worked.

2. Amount of payment

a. The **Contractor** will be paid at the rate of \$75 per hour (including transportation) starting and ending at the **Owner's** property.

b. **Contractor's** office hours will be billed at \$75 per hour for completing necessary records and forms.

Owner's Initial PPM  
Date 6/28/23

Contractor's Initial JC  
Date 6/15/23

## Interim Public Works Director Employment Agreement Extension

### **CITY OF RAINIER EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 31<sup>st</sup> day December, 2023 by and between the City of Rainier, Columbia County, Oregon, an Oregon municipal corporation herein referred to as “City,” and Patrick McCoy, herein referred to as “Employee,” both of whom agree and understand as follows:

WITNESSETH

WHEREAS, City desires to formalize by contract the employment of Employee as the Interim Public Works Director for the City of Rainier; and

WHEREAS, Employee desires to accept such contract with the City of Rainier, Columbia County, Oregon under the terms and conditions specified in this Agreement;

NOW, THEREFORE, in consideration of the recitals contained above and the mutual covenants contained herein, the City and Employee agree as follows;

### **AGREEMENT**

#### **1. Duties**

Employee shall serve as the Interim Public Works Director of the City of Rainier, and use his best efforts and devote his time to perform the functions and duties specified in the Job Description (Appendix A), Charter, Ordinances and Resolutions of the City of Rainier, the governance policies of the City of Rainier, and as required by applicable local, state and federal law, and to perform other legally permissible and proper duties and functions as reasonably assigned from time to time by the City Administrator without additional compensation.

Employee also agrees to include his contractual duties as City Forester as part of the Interim Public Works Director position, as described in Appendix B.

#### **2. Terms**

**2.1** The effective date of this Agreement is January 1, 2024. The Agreement shall expire on February 29, 2024.

**2.2** Employee’s employment with the City is “at will” and serves at the pleasure of the Mayor, Council and City Administrator. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Administrator, with a majority vote of the City Council, to terminate the services of Employee at any time, with or without notice for any lawful reason.

**2.3** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with City subject only to the provision that

Employee gives a thirty (30) day written notice to the City Administrator. City may also provide a thirty (30) day written notice to Employee to terminate this Agreement.

### **3. Termination**

**3.1** If City reduces Employee's salary, or if City refuses to comply with any provision benefiting Employee under this Agreement, then Employee may, at his option, deem this Agreement terminated at the date of such reduction or refusal to comply.

### **4. Compensation**

**4.1** For all services rendered by Employee under this Agreement, City agrees to pay Employee a monthly compensation in the amount of \$4583.33.

**4.2** The City shall provide for membership and licensure fees in organizations deemed appropriate by the City or required for the position. The City shall provide tuition, fees and expenses to include travel, accommodations and meals for attending such conferences, seminars, meeting and training as deemed appropriate by the City. Organizations for licensure deemed appropriate by the City include but are not limited to the Oregon Board of Engineering Examiners, Oregon Health Division and the Oregon Department of Environmental Quality.

### **5. Hours of Work**

**5.1** Employee agrees to work 20 hours per week under the terms of this Agreement.

**5.2** Employee shall accrue 6.67 hours of vacation time per month.

**5.3** In the event of resignation, retirement or termination of Employee, Employee shall be paid the cash equivalent in a lump sum for his accrued vacation.

**5.4** Employee shall accrue sick leave of one hour for every 20 hours worked.

**5.5** In the event of resignation, retirement or termination of Employee, compensation for unused sick leave will be as provided by City for other employees of the City (unpaid).

**5.2** Employee agrees to report all hours worked on a time sheet submitted to the City Administrator monthly.

### **6. Other Terms and Conditions of Employment**

**6.1** Employee shall be eligible for all holidays.

**6.2** The City recognizes Patrick McCoy, dba D. McCoy Inc., has a forestry business and current obligations and agrees to work with him to allow completion of existing contracts.

### **7. Bonding**

City shall bear the full cost of fidelity or other bonds required of Employee.

### **8. Indemnification**

City agrees to defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions and legal proceedings brought against Employee in his official capacity as agent and Employee of the City to the extent Employee was acting within the scope of his employment

or duties as required by the Oregon Tort Claims Act as defined in Oregon Revised Statute 30.260 et seq.

### **8. Attorney's Fees**

**8.1** In the event of any arbitration proceeding or other suit or action arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs in connection therewith; provided, however that the prevailing party is not entitled to request, move for or be awarded any "enhanced fees" or fee multiplier in connection with a request or motion for its attorney fees.

### **9. Waiver of Breach**

Waiver by the City or Employee of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or a waiver of this provision.

### **10. General Provisions**

**10.1** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to all or part of the subject matter herein. No representations, oral or written, modifying or contradicting the terms of this Agreement have been made by any party except as contained herein. This Agreement may not be amended, modified or canceled except as provided herein or by written agreement of the parties signed by the party against whom enforcement is sought.

**10.2** This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

**10.3** If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without reference to principles governing choice or conflicts of laws.



IN WITNESS WHEREOF, The City of Rainier has caused this Agreement to be executed in its behalf by its Mayor and City Administrator, and Employee has signed and executed this Agreement, both in duplicate, as of the day and year first written above.

City of Rainier

City of Rainier

\_\_\_\_\_  
By: Jerry Cole  
Mayor

\_\_\_\_\_  
By: W. Scott  
Jorgensen  
City  
Administrator

Employee

\_\_\_\_\_  
By: Patrick McCoy

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Be Right™

# Quotation

**Quote Number: 100989239v1**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 12/12/2023

Quote Expiration: 12/31/2023

CITY OF RAINIER  
PO BOX 100  
RAINIER, OR 97048-0100

Name: Sue Lawrence  
Phone: 503-396-1736  
Email: slawrence@cityofrainier.com

Customer Account Number : 111346

Sales Contact: George Ruano Email: gruano@hach.com Phone: 858-732-2368

## PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV525.97KTO033	KTO: LDO 2 sc Dissolved Oxygen Sensor, 10 m Cable, Adapter, SC4500 Controller with Dual Input	2	6,100.00	12,200.00
2	DPD1P1	pHD sc: Digital pH sensor with glass differential electrode, sc compatibility, PEEK®, Convertible Mount. Standard lead time 5 days.	2	1,546.00	3,092.00
3	9253000	Pole Mount Assembly for 1" NPT Sensors	2	754.00	1,508.00
		SC4500 supports 2x digital sensor inputs			
				Estimated ground shipping	\$ 168.00
				Grand Total	\$ 16,968.00

## TERMS OF SALE

**Freight:** Ground Prepay and Add

**FCA:** Hach's facility

**ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated

herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

**ORDER TERMS:**

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

**Sales Contact:**

Name: George Ruano  
Title: Regional Sales Manager  
Phone: 858-732-2368  
Email: [gruano@hach.com](mailto:gruano@hach.com)



## HACH COMPANY

**Headquarters**  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

**Purchase Orders**  
PO Box 608  
Loveland, CO 80539-0608

**WebSite:** www.hach.com

**U.S.A.**  
Phone: 800-227-4224  
Fax: 970-669-2932  
E-Mail: orders@hach.com  
quotes@hach.com  
techhelp@hach.com

**Export**  
Phone: 970-669-3050  
Fax: 970-461-3939  
Email: intl@hach.com

**Remittance**  
2207 Collections Center Drive  
Chicago, IL 60693

**Wire Transfers**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 071000039

**Quotation Addendum**

## ADVANTAGES OF WORKING WITH HACH

<b>Hach Service</b>	<b>Pick&amp;Ship™</b>	<b>Technical Support</b>
<p><i>Protect your investment &amp; peace of mind</i></p> <ul style="list-style-type: none"> <li>✓ A global partner who understands your needs</li> <li>✓ Delivers timely, high-quality service you can trust</li> <li>✓ Provides team of unique experts to help you maximize instrument uptime</li> <li>✓ Ensure data integrity</li> <li>✓ Maintain operational stability</li> <li>✓ Reduce compliance risk</li> </ul> <p>www.hach.com/service-contracts</p>	<p><i>Pick&amp;Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> <li>✓ <b>Convenience</b> of one purchase order for the entire year</li> <li>✓ <b>Flexibility</b> to change, cancel or create new orders</li> <li>✓ <b>Savings</b> from locking in prices &amp; thus avoiding price surges and rush charges</li> <li>✓ <b>Peace of mind</b> with automatic, reliable shipments just as you need them</li> </ul> <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Fast access to answers at <a href="https://support.hach.com">https://support.hach.com</a></li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: techhelp@hach.com</li> </ul> <p>www.Hach.com</p>

## ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<b>Safe &amp; Fast Delivery</b>	<b>Save Time – Less Hassle</b>	<b>Save Money</b>
<ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3, 4</sup> Pricing Effective 6/3/2023						Collect <sup>4</sup> Handling Fee Effective 6/3/2023
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$10.00	\$25.01	\$46.64	\$40.14	\$76.30	\$8.00
\$50.00 - \$149.99	\$12.00	\$35.37	\$66.74	\$50.72	\$96.42	\$8.00
\$150.00 - \$349.99	\$14.00	\$37.35	\$76.08	\$51.51	\$98.85	\$8.00
\$350.00 - \$649.99	\$16.00	\$41.84	\$83.20	\$52.30	\$101.27	\$8.00
\$650.00 - \$949.99	\$16.00	\$50.69	\$104.55	\$61.58	\$119.19	\$8.00
\$950.00 - \$1,999.99	\$28.00	\$59.54	\$125.90	\$70.86	\$137.10	\$8.00
\$2,000.00 - \$3,999.99	\$28.00	\$73.62	\$153.60	\$84.76	\$164.64	\$8.00
\$4,000.00 - \$5,999.99	\$50.00	\$87.69	\$181.30	\$98.66	\$192.18	\$8.00
\$6,000.00 - \$7,999.99	\$60.00	\$101.39	\$209.64	\$110.51	\$213.06	\$8.00
\$8,000.00 - \$9,999.99	\$90.00	\$151.46	\$295.96	\$162.06	\$307.35	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
  - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
  - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
  - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

## SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

## TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [§120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See [www.ethicspoint.veralto.com](http://www.ethicspoint.veralto.com) and [Integrity and compliance - Veralto](http://Integrityandcompliance-Veralto) for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

\* \* \*



Quote

The Automation Group, Inc.

[www.tag-inc.us](http://www.tag-inc.us)

CCB #172838

Phone: 541-359-3755

Quote #231023G2

Oct. 23, 2023

Sue Lawrence  
Rainier WWTP

RE: Rainier WWTP - DO & pH Probes

**Project Scope:**

TAG is providing a Quote to provide and install DO & pH probes including new Head Units (Transmitters)

**Materials:**

- (2) DO Probes with wands
- (2) pH Probes
- (2) Transmitters
- (2) Weather protective covers
- Ethernet/IP cabling from PLC to Transmitters (will reuse the existing raceway and use the 4-20ma cable as a pull wire)
- Misc. conduit and wire to extend to new locations

**Tasks:**

- Install all equipment above
- Extend existing raceways to transmitters and probes
- Program units
- Program PLC and SCADA

**Clarification/Exclusions:**

- TAG's Labor Pricing is not affected by the National Supply Chain Shortages, but due to Vendors rapidly increasing material prices, we may need to reprice some materials at time of order.
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few weeks and also seeing some items showing up early. TAG will track progress on orders and provide updates.
- Payments with Credit Cards will have additional charges added to the price below based on the current % rate of the processor.

Price.....\$44,681.00

Thank you,  
*Gary Jenks*  
Gary Jenks  
(541) 912-3766  
gjenks@tag-inc.us

TAG standard terms apply



Proposal #HEI 23-0791

Date: 12/4/2023

Re: Rainier WWTP Extend Instrument Conduits



We propose to furnish labor, supervision, materials, and equipment for the referenced project per job walk 11/27/23.

**Base Bid Total: \$ 16,450.00**

Our proposal is based on the following:

**Scope:**

- Extend conduits and relocate/replace up to four transmitters and related instruments on both clarifiers at the WWTP per job walkthrough.

**Clarifications:**

1. Programming and instrument setup is excluded but is available as required on a T&M basis.
2. Existing conduit & strut will be reused when possible.
3. No sealoffs or other protective measures were noted during walkthrough so Hamer is treating the work area as non-classified.
4. The instruments will be unusable while the work is taking place.
5. Hamer anticipates this work to take up to four days.
6. Where not specified otherwise, code minimum standards have been used as the basis of design.
7. We assume that materials provided by others and installed by HEI arrive at scheduled time and ready for immediate installation without any modifications.
8. Sufficient staging area for material and equipment storage to be provided at no cost to HEI, Inc.
9. Base bid includes GRC conduit for feeders and branch circuit homeruns, per drawings and Specs.
10. All conduits are 1/2" minimum.
11. HEI retains Salvage Rights for all demolished and/or removed electrical equipment, wire, cable and similar items.
12. Pricing is good for ten (10) days.
13. Pricing is based on one-year warranty on all items provided by HEI, Inc.

14. No warranty provided for materials that HEI did not purchase. We will warranty our workmanship for items that we purchase and install.
15. HEI, Inc. debris will be placed in dumpsters furnished and paid for by the General Contractor.
16. This proposal is based on information provided by Sue Lawrence.
17. No drawings have been provided at time of Bid, so all items in scope are per information obtained during site walk.
18. On new and/or existing systems in which electrical engineering is not provided by owner or third parties, general assumptions are made based on the NEC, not all costs may be added, and HEI makes no allowance for existing system deficiencies.

**Contract Considerations:**

1. Terms on all quotes NET 10 with progress billing every 2 weeks unless otherwise stated. Late payments will be subject to a state max fee plus processing fee.
2. This proposal/scope letter shall be made a part of any subcontract agreement entered into for this project and assumes execution of a mutually acceptable subcontract agreement.
3. Changes to scope will be calculated using the NECA MLU 2022-2023 level difficult and the NECA equipment list plus 12% OH and 10% Profit.
4. Disputes between HEI and customer not resolved by discussions between the parties, shall be submitted to mediation. The parties shall select the mediator within fifteen days of the request for mediation. Engaging in the mediation is a condition precedent to any form of binding dispute resolution. In the case of disputes not resolved by mediation, both parties shall submit the matter to litigation in Cowlitz Co. WA.
5. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
6. The contractor shall not be held liable for errors or omissions in design by others, nor inadequacies of materials and equipment specified or supplied by others.
7. Be advised contractor retains the right to lien per state law.
8. Equipment and material supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
9. Any and all warranty work shall be subject to HEI's warranty program found at <https://www.hamerelectric.com/warranty.html>. HEI must be informed formally of any and all warranty issues within 10 days of discovery in order for warranty to be valid.
10. Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.
11. A single point of contact shall be established between HEI and the customer for all directives, contract concerns, and changes.
12. Any alterations or deviations from the items stated explicitly in this proposal involving extra cost will be executed on written orders and will become an extra charge above and beyond the price of the original proposal.

13. Escalation Clause. In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of HEI (some examples being Tariffs, Global Shortages, supply chain interruptions), the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases for 3% on wiring/conductors and 5% on all other materials/equipment between the date of contract and the date of installation.
14. All cancellations subject to the following:
- Cost of completion up to date of cancelation, end of business day based on SOV.
  - Committed costs up to date of cancelation end of business. All PO's where subcontractor has committed to costs shall be compensated plus profit and overhead.
  - Costs of making project safe for owner or public plus overhead and profit. This cost is subject to completion.
  - Cost to close out any and all permitting to Authority of Having Jurisdiction satisfaction plus profit and overhead.
  - Cost of demobilization plus any and all restocking fees.

**Exclusions:**

1. All interlock wiring regardless of voltage and any/all control wiring or conduits in its entirety. Unless explicitly stated above.
2. Builder's Risk Insurance.
3. Special Insurance requirements.
4. Performance & Payment Bonds.
5. Cutting, core hole drilling, patching, and painting in its entirety.
6. Unless included in the above proposal explicitly all trenching, earthwork, asphalt cutting & repaving, and site restoration to be provided at additional cost.
7. Concrete work in its entirety. Including housekeeping pads, pole bases, etc.
8. Motor starters, VFD's in its entirety. (Provided by others)
9. All work associated with correcting any existing code violations.
10. Utility costs unless explicitly stated above.
11. Access panels in its entirety.
12. Door Hardware, electrical strikes etc.
13. BIM in its entirety.
14. Roof penetrations, roof flashing, witch's hats etc.
15. Any Millwork in its entirety.
16. Working with hazardous conditions.
17. Lightning Protection in its entirety.
18. All clean up, except for HEI, Inc. debris.
19. Dust control.

20. The repair of electrical equipment (extension cords, light stands...) furnished by others.
21. Fire Alarm, Security, and all other Low Voltage systems, except what is stated above.
22. Sales tax
23. Temporary power (unless requested and added as an alternate to proposal)

**Schedule:**

- a. HEI will not begin execution without formal Notice to Proceed or PO has been provided. Scheduling may be impacted based on receipt of Notice to Proceed or PO.
- b. Our price is based on an 1-week schedule.
- c. Based on scope of work and tentative project duration, we have assumed labor costs and escalations for this project through 12/31/2024. Labor required after this date will incur an additional cost.
- d. This proposal is based on working ten (10) hours per day Monday through Thursday. (Holidays, Fridays, Saturdays, Sundays and afterhours are excluded.)
- e. We shall be allowed input in regard to the construction schedule, more specifically, durations for electrical activities. The schedule shall allow HEI sufficient time to perform our work in an orderly and efficient manner.
- f. THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Hamer Electric will use its best efforts to staff and supply this project to be able to hit the scheduled completion date but reserves its right to seek an excusable extension of time if Owner/General contractor or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Contract/Subcontract, we intend to seek additional costs associated with the suspension.

THIS PROPOSAL IS GOOD FOR TEN DAYS FROM THE DATE OF THIS CORRESPONDENCE.

Thank you for your consideration. Please call should you have any questions or concerns regarding this project.

Respectfully,

Dave Favour

HEI, Inc.

Hi Sue,

Good seeing you yesterday. Per our conversation and visit to the WTP and WWTP here are the items that will work for your applications.

For the WTP turbidity, I attached an example panel that we are doing for the City of Amity on their new WTP. We are only supplying the Controller, Sensor and Wye fitting, the balance of it would need to be fabricated. We can build it all on a backpanel like this if you want. An air relief valve might be helpful on the high points. These sensors require very little maintenance as they are self cleaning and very easy to calibrate.

For the WWTP DO and pH systems, I used 100' of cable from the point of measurement back to where the power and controller would reside. Google Earth shows that it is 60' away and allowed for a bit extra. The cable is expensive but if you measure and can cut off some length it could save a little \$\$.

The Radar level sensors will work very well for the level application and won't have any issues with foam. These sensors are loop powered. TAG should be able to power the loop instead of sourcing it through the controller. If you need a controller to supply the power and indicate a local level, I can add one in. Let me know if you have questions or need anything else.

		<b>CLARIFIER TURBIDITY</b>	<b>PRICE/EACH</b>	<b>QTY</b>	<b>EXT. PRICE</b>
472130Y	DIQ/S 284-CR6	System 284, IQ SensorNet Controller, operate up to 4 sensors, 6 current output, 6 relays, 100-240 VAC, 3 IQ SensorNet connections	\$2,656.99	1	\$2,656.99
480052Y	WMS/IQ	Wall Mount Kit for IQ Modules	\$49.46	1	\$49.46
480053USY		Adapter, Conduit, Stainless Steel Metric M16 male to 1/2" NPT female	\$21.51	2	\$43.01
600010Y	VisoTurb 700 IQ	Turbidity probe for IQ System	\$4,079.57	3	\$12,238.71
480042Y	SACIQ-7.0	Sensor Connection cable, IQ, 7 m, 22.9 ft	\$161.29	3	\$483.87
203 753USY	EBST 700-DU/N-US	2-inch PVC Pipe Mounting Ass'y, All On-Line Sensors	\$347.31	3	\$1,041.94
203777Y	ADA-DF-9	Adaptor, use with 203 751Y, 203 753(US)Y, 203 755Y (All IQ sensors except UV/VIS, UV and FDO)	\$201.08	3	\$603.23
				<b>TOTAL</b>	<b>\$17,117.20</b>
		<b>WTP RAW Water Turbidity</b>			
472130Y	DIQ/S 284-CR6	System 284, IQ SensorNet Controller, operate up to 4 sensors, 6 current output, 6 relays, 100-240 VAC, 3 IQ SensorNet connections	\$2,656.99	1	\$2,656.99
480052Y	WMS/IQ	Wall Mount Kit for IQ Modules	\$49.46	1	\$49.46
480053USY		Adapter, Conduit, Stainless Steel Metric M16 male to 1/2" NPT female	\$21.51	2	\$43.01
600010Y	VisoTurb 700 IQ	Turbidity probe for IQ System	\$4,079.57	2	\$8,159.14
480042Y	SACIQ-7.0	Sensor Connection cable, IQ, 7 m, 22.9 ft	\$161.29	2	\$322.58
203 753USY	EBST 700-DU/N-US	2-inch PVC Pipe Mounting Ass'y, All On-Line Sensors	\$347.31		\$0.00
203777Y	ADA-DF-9	Adaptor, use with 203 751Y, 203 753(US)Y, 203 755Y (All IQ sensors except UV/VIS, UV and FDO)	\$201.08	2	\$402.15
				<b>TOTAL</b>	<b>\$11,633.33</b>
		<b>WWTP DO and pH</b>			
472130Y	DIQ/S 284-CR6	System 284, IQ SensorNet Controller, operate up to 4 sensors, 6 current output, 6 relays, 100-240 VAC, 3 IQ SensorNet connections	\$2,656.99	2	\$5,313.98

109286Y	MR/SD 170	Rail mounting kit for SD/M 170, SD/K 170 and SSH/IQ sun shields( dia. 25-60 mm)	\$130.11	2	\$260.22
480053USY		Adapter, Conduit, Stainless Steel Metric M16 male to 1/2" NPT female	\$21.51	4	\$86.02
480008Y	MIQ/JB	Passive Junction Box IQ. 4 IQ Sensor Net Connections.	\$336.56	2	\$673.12
201650Y	FDO 700 IQ	Optical DO probe for IQ System, 0-20.00 mg/l	\$2,068.82	2	\$4,137.63
109170Y	SensoLyt® 700 IQ	pH or ORP probe w/ Amplifier, IQ probe. Requires pH or ORP electrode.	\$903.23	2	\$1,806.45
109115Y	SensoLyt SEA	pH electrode with built in reference for SensoLyt 690/700, SensoLyt 700 IQ, 2-12 pH	\$435.48	2	\$870.97
480042Y	SACIQ-7.0	Sensor Connection cable, IQ, 7 m, 22.9 ft	\$161.29	4	\$645.16
480 046YM-XX	SNCIQ	IQ Cable, 2 Wire w/Shield, Specify length in meters, XX = length in meters (1 meter = 3.28 feet)	\$8.60	60	\$516.13
245 8000Y	SMK	Quick Release Stainless Steel Handrail Mounting Bracket for Sensors with 1.5 inch PVC couplers and end cap	\$395.70	4	\$1,582.80
				<b>TOTAL</b>	<b>\$15,892.47</b>
		<b>DIGESTER LEVEL</b>			
RW080100XFXXPU0		PULSAR Refect - W Radar Level Sensor. Loop powered with 28' Cable	\$ 930.00	2	\$ 1,860.00
				<b>TOTAL</b>	<b>\$ 1,860.00</b>

Best Regards,

Tim Owens



300 S. Redwood Street, Suite 135  
 Canby, OR 97013  
 503.582.0555 Ext. 210  
[www.correctequipment.com](http://www.correctequipment.com)

Good Morning,

The DO probes in the Aeration basins need to be replaced and installed the correct location. This will require some wiring to be done and purchase of instruments.

I have obtained a quote for both new instruments and wiring from TAG.

DO and pH probes and controllers including conduit, wiring and installation. \$44681.00

The other two quotes are for equipment only and I have included a quote from Hamer Electric to do the installation.

Correct Equipment

DO and pH probes and controllers \$15892.47

Level sensors for digesters \$1860.00 (added)

Hach

DO and pH probes and controllers - \$16968.00

Electrical

Hamer Electric - \$16450

I would propose we utilize Correct Equipment and Hamer Electric for a total of

\$34202.47

This is required based on the letter we received from DEQ following the last inspection.

It should be taken out of the WWTP – Site Improvement budget line 83-830-633039.

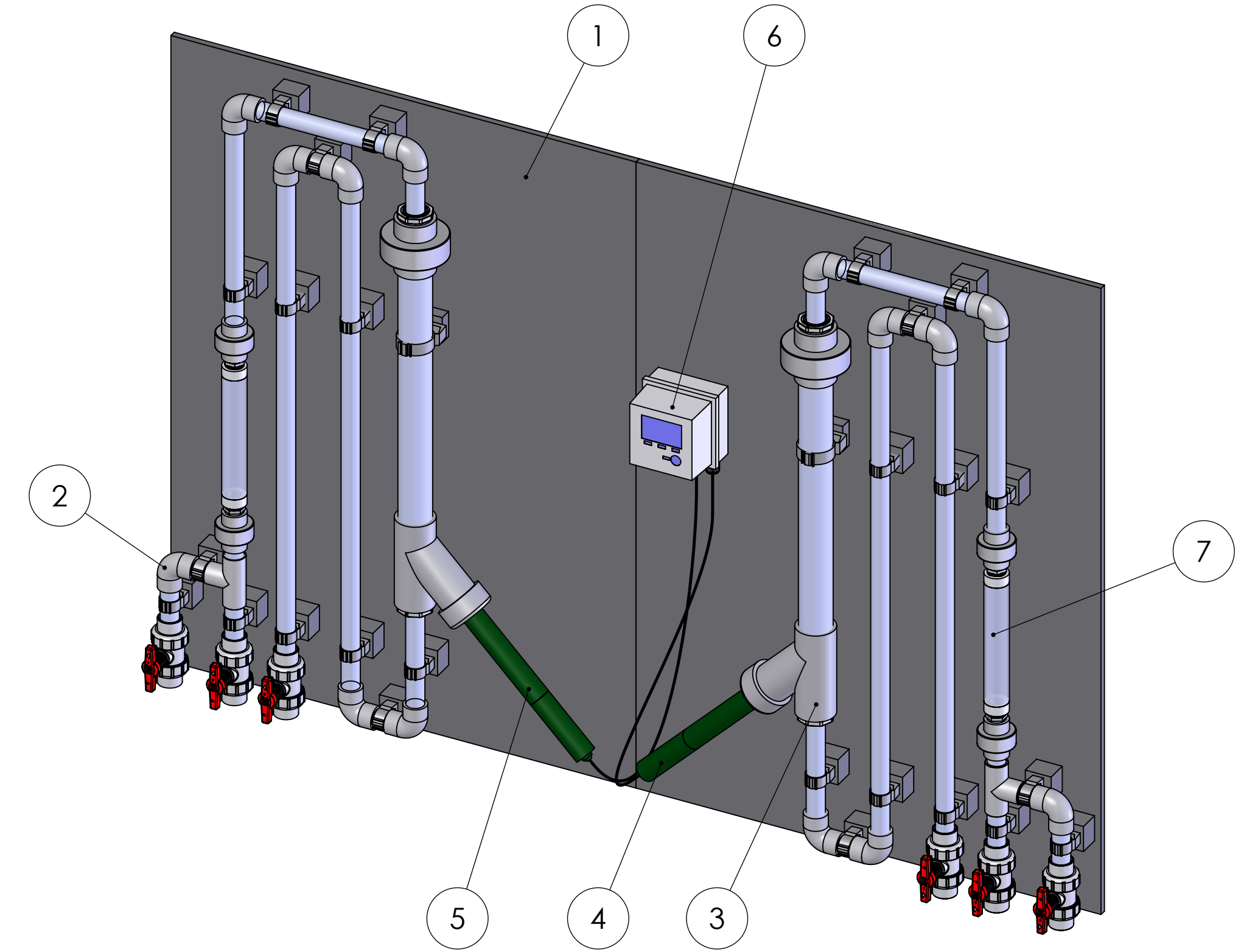
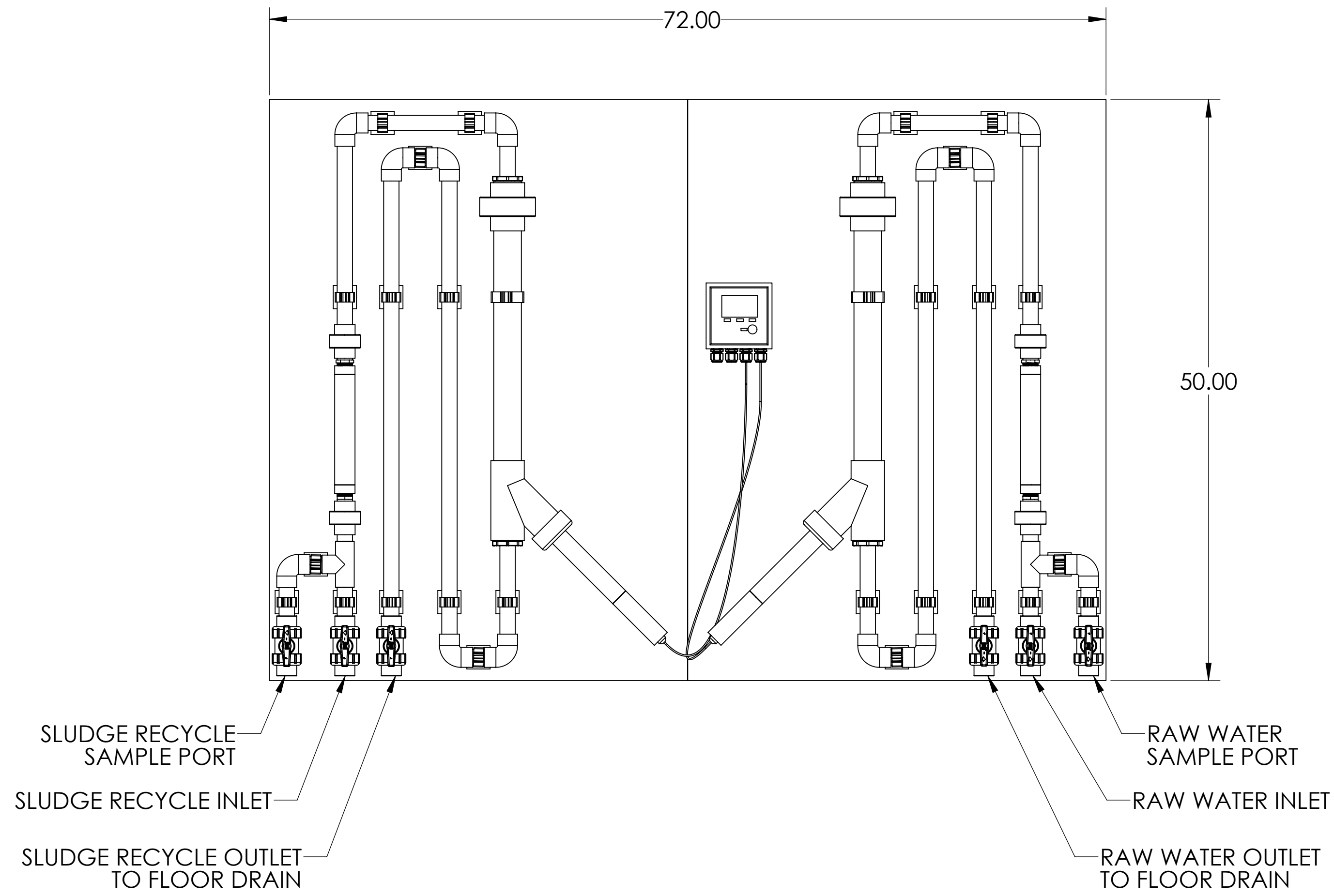
Can we include this in the meeting you were planning on December 20<sup>th</sup>?

Thanks, Sue

**Sue Lawrence**  
**Public Works Director**  
**City of Rainier**  
**PO Box 100**  
**Rainier, OR 97048**

**503-396-1736**

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	S066109110	BLACK HDPE WALL PANEL	1
2	S066109100901	SLUDGE/RAW WATER PIPING ROUTE	1
3	EBST 700-DU/N	FLOW THRU ADAPTER, 2" PVC	2
4	VisoTurbo 700 IQ	TURBIDITY SENSOR	1
5	600 012Y	TSS SENSOR (VISOLID 700 IQ)	1
6	DIQ/S 282	TSS ANALYZER, SLUDGE RECYCLE; TURBIDIMETER, RAW WATER TRANSMITTER	1
7	F-40750LN-16	FLOWMETER, 1-10 GPM, 1" FNPT, PP/316SS	2



NOTES:

1. FRAME MATERIAL: 1/2" THICK THERMAL WELDED BLACK HDPE
2. PIPING MATERIAL: SCHEDULE 80 PVC, FKM/FPM (VITON) & PTFE (TEFLON) ELASTOMERS
3. CONNECTIONS: 1" SCHEDULE 80 PVC SOCKET
4. SOLVENT CEMENT: WELD-ON 724

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MFG APPR.			
Q.A.			
COMMENTS:			
NEXT ASSY	USED ON	FINISH	
APPLICATION			

**JESCO**  
Lutz-JESCO America Corp.

TITLE: RAW WATER TURBIDIMETER AND SLUDGE RECYCLE ANALYZER  
SIZE: DWG. NO. **D S066109100** REV  
SCALE: 1:8 WEIGHT: SHEET 1 OF 1

REV  
D  
S066109100