

## CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and WesTech Engineering, LLC, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs Rotary Distributor, and contracts with Vendor for the work described in Vendor's proposal in **EXHIBIT A**.

**1. FEES, EXPENSES, AND SCHEDULE.** City agrees to pay Vendor an amount not to exceed \$295,816 for the work described in **Exhibit A**. If provided for in **Exhibit A**, Vendor will be reimbursed at the actual cost of the specified expenses. All work must be completed per proposed schedule in Exhibit A, and time is of the essence for completion of the work. The deadlines for Vendor to complete the initial technical submittals, as well as for Vendor to fabricate the equipment at issue so as to render it ready-to-ship, are subject to the lead times that Vendor sets forth in its bid for this project. No liquidated or other damages for Vendor's delay in equipment delivery are applicable to this contract.

**2. ADDITIONAL SERVICES.** Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

**3. BILLING.** Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to [apolathe@olatheks.org](mailto:apolathe@olatheks.org). The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

**4. PAYMENT.** City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. The following payment milestones and percentages will apply to the payment to Vendor of the contract price:

- 10% upon completion of approved submittals
- 85% upon equipment delivery
- 5% upon equipment start-up

**5. STANDARD OF CARE.** Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence. Vendor's scope of supply will be subject to any and all clarifications, comments, exceptions and exclusions that Vendor sets forth in its bid for this project.

**6. TERMINATION FOR CONVENIENCE.** City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed, but will include a reasonable profit on Vendor's completed work.

**7. TERMINATION FOR LACK OF FUNDS.** If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such

event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds. The compensation to Vendor in such a situation will be the same as described in Paragraph 6 above regarding terminations for convenience.

**8. DISPUTE RESOLUTION.** The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

**9. SUBCONTRACTING.** Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. In connection with this provision, the City is expressly aware that Vendor subcontracts out the fabrication of equipment to independent third-party manufacturing facilities in the normal, routine course of Vendor's business. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

**10. OWNERSHIP OF DOCUMENTS.** All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

**11. INSURANCE.** Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**. Vendor will provide certificates of insurance and renewals thereof on forms acceptable to City and in the manner specified in **Exhibit B**.

**12. INDEMNIFICATION AND HOLD HARMLESS.** For purposes of this Agreement, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. Likewise, Vendor will not be required to indemnify any third parties, such as the project Engineer, the project general contractor, a subcontractor working on the project, or another vendor or supplier working on the project, for such parties' own negligence or fault. In the event a judgment, claim, loss or expense occurs that resulted from the concurrent fault of multiple parties, each liable party will be responsible only for its proportionate share of the fault. City does not indemnify Vendor.

**13. KANSAS ACT AGAINST DISCRIMINATION.** *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

**14. KANSAS OPEN RECORDS ACT.** Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

**15. ENTIRE AGREEMENT.** This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

**16. NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

**17. INDEPENDENT CONTRACTOR STATUS.** Vendor is an independent contractor and not an agent or employee of City.

**18. COMPLIANCE WITH LAWS.** Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

**19. FORCE MAJEURE CLAUSE.** Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within

ten (10) business days from the beginning of such delay. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement. In the event Vendor incurs cost increases as the result of an event like those described in this paragraph, the parties will equitably adjust the contract price.

**20. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND AGGREGATE CAP ON LIABILITY.** Neither party will be liable to the other party under this Agreement for any special, incidental, indirect, consequential, exemplary or punitive damages, loss of profit or revenue, loss of anticipated profit, loss of opportunities, loss of goodwill, or loss of capital or projected capital value. The total aggregate uninsured liability of either party to the other party under this Purchase Order will be capped and limited to 100% of the total contract price.

**21. APPLICABLE LAW, JURISDICTION, VENUE.** Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

**22. SEVERABILITY.** If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

**23. ORDER OF PRECEDENCE.** If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

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CITY OF OLATHE  
RFP-25-0066  
Harold St HRTF Distributor

The Parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
(Mayor OR City Manager OR Dept Head)

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Deputy/Assistant City Attorney

**WESTECH ENGINEERING, LLC**

By:  Digitally signed by Libbie Linton  
DN: cn=Libbie Linton, c=US,  
o=WesTech Engineering LLC,  
email=llinton@westechwater.com  
~~Date: 2025.11.21 12:21:10 -0700~~

**Libbie Linton, Executive Vice President**  
3665 S West Temple  
Salt Lake City UT 84115

**Exhibit A**  
**Vendor's Proposal**

# EXHIBIT A

Proposal

## Harold St HRTF Distributor

Olathe, Kansas

Bid Number: RFP-25-0066

**Representative**

Joe Maris  
Ray Lindsey Company  
Belton, Missouri  
jmaris@raylindsey.com  
(816) 388-7440

**Owner**

City of Olathe

**Contact**

Ted Holt  
tholt@westechwater.com  
(801) 290-5783

Yasmine Boudhaouia Meehan  
yboudhaouiameehan@westechwater.com  
(801) 290-1477

Proposal: 2060435.F\_Rev0  
Friday, August 8, 2025

**WESTECH**<sup>®</sup>





# Cover Letter

8/6/2025

City of Olathe Procurement Team  
Olathe, Kansas

RE: City of Olathe, Harold St HRTF Distributor RFP-25-0066

Dear City of Olathe Procurement Team,

WesTech Engineering, LLC appreciates the opportunity to provide the enclosed proposal to the City of Olathe Procurement Team for a new Rotary Distributor. We have had the pleasure of working with the City of Olathe before and would be delighted to continue this partnership. We will work diligently so that future visits to your plant will include a proud spotlight of the new WesTech Rotary Distributor.

Our proposal includes the WesTech premium rotary distributor design, which meets the intent of the design criteria and includes several upgrades above the specified design including:

- **Unrivaled Lower Seal** - Our maintenance-free lower seal, crafted with an aluminum seal assembly, is designed to outlast traditional neoprene seals. This innovation allows for uninterrupted, worry-free operation with no necessary maintenance.
- **Optimized Spreaders** – WesTech flow spreaders are made of virtually unbreakable, corrosion-resistant, UV-protected polycarbonate. They are guaranteed against breakage for the life of the Trickling Filter Rotary Distributor. Should a spreader fail at any point we will drive up a replacement free of charge. WesTech flow spreaders are solidly connected to the arm using a single bolt for quick assembly and removal. Inside each spreader port are fixed-size replaceable orifices which assures better flow distribution than slide plate-type orifices.
- **Robust Stabilizing Bearing** – The WesTech stabilizing bearing, boasting a calculated lifespan of over 1,000 years, is the most durable in the industry. Featuring robust spherical roller bearings, it is easy to maintain and offers longevity unmatched by PTFE alternatives.
- **Warranty** – WesTech is pleased to include a 2-year warranty for the unit.

In addition to a premium design we would like to offer the following benefits for your consideration:

- **Leading Experience:** With over 600 Rotary Distributors installed across in the USA, WesTech is the nation's most experienced supplier. Our engineering, design, and project management teams work closely with plant personnel and contractors to ensure smooth project execution. We are committed to meet the specific project needs and timelines. We also have a crew experienced in rotary distributor demolition and installation. At a time convenient for you we can provide a quote for installation, making for seamless integration and accountability.



# Cover Letter

- **Optimal Treatment:** Trickling filters work best when the wastewater is evenly distributed along the entire surface area. WesTech is committed to providing the most reliable rotary distributor on the market. Unlike other designs that may fail prematurely and disrupt flow, our advanced seal and spreader solution maintains even distribution, resulting in efficient treatment over the long term.
- **Superior Service:** As a company, WesTech aims to “be the most responsive in our industry.” Each employee has a direct phone number, and our 24-hour emergency support line is always available. It is our intention to support our equipment for its entire lifetime and work with our local representatives to support all installations. Our rotary distributor team, highlighted in the resume section of the proposal, has cumulative experience of over 4 decades working on rotary distributors.

We would welcome further discussions to ensure we offer the best system and options to meet your project needs. We hope this proposal is helpful, and please do not hesitate to contact us with any questions.

Best regards,

Yasmine Boudhaouia-Meehan  
Applications Engineer  
yboudhaouiameehan@westechwater.com  
801-290-1477  
3665 S West Temple  
Salt Lake City, UT, 84115





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- Resumes
- ISO Certification
- WesTech Company Profile



## Technical Proposal



- Item A – RDS1™ Rotary Distributor, Model RDS10A



## Clarifications and Exceptions



## Commercial Proposal



- Bidder's Contact Information
- Payment Terms
- Schedule
- Freight



## Affidavit



## Warranty



## Edited Standard Form Agreement





# Supplemental Information

**Installation List**

**Resumes**

**ISO Certification**

**WesTech Company Profile**

**WESTECH<sup>®</sup>**

 **SWIRE WATER**



Proposal: 2060435.F\_Rev0



# Supplemental Information

## Installation List







Rotary Distributor Installation List

Year	Plant Name	Quantity	Diameter (ft)	Max Flow (MGD)	Min Flow (MGD)	City	State
1983	Beale Air Force Base WWTP	1	100.0	10.4	2.6	Beale Afb	CA
1984	Springville WWTP	1	86.0	5.26	1.73	Springville	UT
1984	Roswell WWTP	2	130.0	16	2.66	Roswell	NM
1984	Georgetown STP Haley Const.	1	25.0	1.5	0.576	Georgetown	IL
1985	Longmont WWTP	2	83.0	13	0.6	Longmont	CO
1985	Edingburg WWTP	2	85.0	1	0.5	Edinburg	TX
1985	Bedford WWTP	1	108.0	2.5	0.86	Bedford	OH
1985	Marshall WWTP	1	24.0	2.07	0.67	Marshall	AR
1985	Longmont WWTP	2	120.0	7.34	3.6	Longmont	CO
1985	Rowlett Creek WWTP	2	110.0	14.4	2.88	Garland	TX
1985	Manteca WWTP	2	55.0	10.8	3.6	Manteca Center	CA
1985	Portales WWTP C/O City Hall	2	80.0	5.18	3.89	Portales	NM
1985	Jamestown WWTP	1	54.0	1	0.29	Jamestown	CA
1985	March AFB WWTP	1	80.0	3	0.03	March Air Force Base	CA
1985	Watsonville WWTF	2	90.0	21.6	7.2	Watsonville	CA
1985	Banquet Foods Con Agra	1	46.0	3.6	2.16	Marshall	MO
1985	Chiquita WRP	2	105.0	6.48	1.8	Mission Viejo	CA
1985	Tracy Department of Defense WWTP	2	45.0	5.18	3.89	Tracy	CA
1986	Caledonia WWTP	1	77.0	1.3	0.63	Caledonia	MS
1986	Monterey Regional WWTP	6	78.0	12.24	3	Marina	CA
1986	Ibm Fishkill-Ibm Corp. Bld 325	3	45.0	1.33	0.33	Hope Junction	NY
1986	Lawton WWTP	1	65.0	17.3	4.3	Lawton	OK
1986	Lancaster WWTP-Water Pol. Cntl	2	134.0	4.08	1.24	Lancaster	OH
1986	Missouri River WWTr Plant	2	90.0	21.6	5.76	Omaha	NE
1986	Grover Street WWTP	1	163.0	10	1.58	Prichard	AL

Year	Plant Name	Quantity	Diameter (ft)	Max Flow (MGD)	Min Flow (MGD)	City	State
1986	Lancaster WWTP-Water Pol. Cntl	2	73.0	1.17	1.17	Lancaster	OH
1987	Pst-Gulf Port WWTP South	2	126.0	30.45	0.8	Gulf Port	MS
1987	Edwards AFB	2	85.0	5.76	5.76	Edwards AFB	CA
1987	Huntingdon WWTP	2	85.0	5.76	5.76	Huntingdon	PA
1987	Mountain View WWTP	1	30.0	2.6	0.36	Mountain View	AR
1988	Paso Robles WWTP	2	95.0	7.5	1.75	Paso Robles	CA
1988	City of Sanger WWTP	1	55.0	6.2	2.6	Sanger	CA
1988	Eight Mile Creek STP	2	100.0	6.48	1.37	Prichard	AL
1988	Newton Wastewater Treatment Pl	1	98.0	7.92	3.168	Newton	NJ
1988	Missouri River WWTP	2	90.0	21.6	5.76	Omaha	NB
1989	Medicine Hat WWTP	2	76.0	9.66	4.5	Medicine Hat	AB
1989	Gerber Products Company	1	85.0	5.97	3.02	Asheville	NC
1989	Exxon Chemical	1	79.0	8.64	4.32	Baton Rouge	LA
1989	Exxon Chemical	1	79.0	8.64	4.32	Baton Rouge	LA
1989	Treasure Island Naval WWTP	1	56.0	8	1	Treasure Island	CA
1989	Caldwell WWTP	1	140.0	15	7.5	Caldwell	ID
1990	Orem WWTP	1	135.0	8.64	3.6	Orem	UT
1990	Puerto Rico Aquaduct & Sewer	1	108.0	1.77	1.3	Yauco	
1990	Helendale WWTP	2	60.0	1.73	0.86	Helendale	CA
1990	Fairfield-Suisun Sewer District	1	80.0	23	5.76	Fairfield	CA
1990	Lexington Sewage Treatment Pln	1	70.0	8.3	2	Lexington	NE
1990	Rowlett Creek WWTP	1	110.0	14.4	2.88	Garland	TX
1991	Dunkirk Ice Cream Company, Inc	1	31.0	1.3	0.57	Dunkirk	NY
1991	Prosser Waste Water Treatment	1	150.0	3.78	2.52	Prosser	WA
1991	Lake Alfred WWTP	1	53.0	2.42	0.63	Lake Alfred	FL
1991	Schoeller Technical Papers	1	70.0	6.26	4.176	Pulaski	NY
1991	Ore-Ida Foods, Inc.	1	80.0	14.5	7.2	Ontario	OR
1991	Monett WWTP	2	68.0	6.15	2	Monett	MO

Year	Plant Name	Quantity	Diameter (ft)	Max Flow (MGD)	Min Flow (MGD)	City	State
1991	Prosser Waste Water Treatment	1	80.0	3.78	2.52	Prosser	WA
1991	Ash Technologies Ltd.	1	110.0	9.77	1.7	Manukau City	
1992	Port Angeles WWTP Expansion	2	55.0	5.3	1.4	Port Angeles	WA
1992	Squibb Manufacturing, Inc.	1	38.0	2.3	1.15	Humacao	
1992	Monett WWTP	1	68.0	6.15	2.05	Monett	MO
1992	Jerome WWTP	1	80.0	8.64	2.16	Jerome	ID
1992	South Davis Sewer District	1	120.0	3.66	1.83	West Bountiful	UT
1992	South Davis Sewer District	1	100.0	2.44	1.22	West Bountiful	UT
1992	Ore-Ida Foods, Inc./	1	80.0	14.5	7.2	Ontario	ID
1992	Central Valley Water Reclamation Facility	1	170.0	36	12	Salt Lake City	UT
1992	Ash Technologies Ltd.	3	110.0	9.77	1.7	Manukau City	
1992	Franklin Twp Mun. San. Auth.	2	92.0	7.36	2.6	Murrysville	PA
1993	South Davis WWTP(North Plant)	1	62.0	7.5	2.88	West Bountiful	UT
1993	Central Weber Sewer Imp.	2	230.0	7.2	3.6	Ogden	UT
1993	Birdseye De Mexico	1	36.0	2.4	0.6	Mexico City	
1993	Salt Lake City Sewer W.R.P	1	173.0	56	35	Salt Lake City	UT
1993	San Martin Texmelucan WWTP	3	93.0	2.3	0.635	Puebla	
1994	Belgrave Water Polution Dist.	1	60.0	7.2	1.8	Little Neck	NY
1994	Chillicothe WWTP	2	65.0	10.8		Chillicothe	OH
1994	Lihue WWTP	2	60.0	6.25	3.7	Lihue	HI
1994	Central Davis County Sewer Dst	1	167.0	8	4	Kaysville	UT
1994	Central Weber Sewer Imp.	1	230.0	7.2	3.6	Ogden	UT
1994	Longmont WWTP	2	70.0	8.7	4	Longmont	CO
1994	A.E. Staley Manufacturing Co.	1	88.0	5	5	Lafayette	IN
1994	Choctaw Maid Farms, Inc.	1	70.0	4.32	1.08	Carthage	MS
1994	Aranda Equipos Industriales	2	82.0	4.75	2.3	Mexicali, B.C.	
1994	Pomeroy Wastewater Facility	1	100.0	7.2	3.6	Pomeroy	WA

Year	Plant Name	Quantity	Diameter (ft)	Max Flow (MGD)	Min Flow (MGD)	City	State
1994	Chipewa WWTP	1	105.0	9.06	1.75	Beaver Falls	PA
1994	Wastewater Treatment Facility	1	45.0	2.88	1.44	Elk River	MN
1994	Hangtown Creek WRF	1	65.0	1.8	0.9	Placerville	CA
1995	Springville WWTP	1	86.0	5.25	1.73	Springville	UT
1995	Central Weber Sewer Imp.	1	230.0	7.2	3.6	Ogden	UT
1995	Urbana WWTF	2	72.0	4.5	1.5	Urbana	OH
1995	Marrero Sewage Treatment Plant	2	130.0	27	6	Marrero	LA
1995	Tacoma Central Treatment Plant	1	50.0	8	4	Tacoma	WA
1995	Great Lakes Pulp & Paper	1	76.0	6.3	4	Menominee	MI
1995	Central Valley Water Reclamation Facility	3	170.0	36	12	Salt Lake City	UT
1995	Yutepec	1	60.0	6.9	0.6	Yutepec	
1995	Village of Keeseville	1	40.0	2	0.36	Keeseville	NY
1995	Dinuba City WWTP	1	110.0	7.16	2.74	Dinuba	CA
1996	Moab Wastewater Trtment Plant	1	72.0	2.14	0.84	Moab	UT
1996	Minden Gardnerville WWTP	1	80.0	7.2	2.88	Minden	NV
1996	Central Weber Sewer Imp.	1	230.0	7.2	3.6	Ogden	UT
1996	Elk River WWT Facility	1	45.0	2.88	1.44	Elk River	MN
1996	Memphis WWTP	2	135.0	50.4	28.8	Memphis	TN
1996	North Davis Sewer District	1	150.0	10	2.25	Syracuse	UT
1996	Sturgis WWTP Expansion	1	56.0	5.18	1.3	Sturgis	MI
1996	Linda County WWTP	1	110.0	11.52	1.4	Marysville	CA
1996	Us Navy Guam	1	68.0	9.6	3.2	Apra Harbor	
1996	Texmelucan	1	93.0	2.32	0.62	Texmelucan	
1996	Minden Gardnerville WWTP	1	80.0	7.2	2.88	Minden	NV
1996	Moab Wastewater Trtment Plant	1	80.0	2.6	1	Moab	UT
1997	Merck - Stonewall WWTP	2	153.0	2	0.5	Elkton	VA
1997	Lawton WWTP	4	65.0	6	1.5	Lawton	OK

Year	Plant Name	Quantity	Diameter (ft)	Max Flow (MGD)	Min Flow (MGD)	City	State
1997	Kaiser Ventures,Inc	2	50.0	2.6	0.86	Fontana	CA
1997	Sunnyside WWTP	1	100.0	7.2	3.6	Sunnyside	WA
1997	Blue River WWTP	2	150.0	35	12	Kansas City	MO
1997	Heinz Frozen Food Co.	1	80.0	5.9	3.6	Ontario	OR
1997	Faribault WWTP	2	62.0	6	3.6	Faribault	MN
1997	Salisbury STP	2	140.0	2.28	0.7	Salisbury	
1997	Mid America Dairymen Monet Plt	1	55.0	1.73	1.44	Monett	MO
1998	Genesee County	2	56.0	5	2	Linden	MI
1998	Springville WWTP	1	100.0	3	3	Springville	UT
1998	Springville WWTP	1	48.0	5.6	1.7	Springville	UT
1998	Greenfield WPCP	2	100.0	10	1.78	Greenfield	MA
1998	Gaza WWTP	2	86.0	13.5	6.6	Gaza	
1998	Minden Gardnerville WWTP	1	80.0	4.6	2.88	Minden	NV
1998	Norman WWTP	2	60.0	7.2	1.2	Norman	OK
1998	Daldowie	4	84.0	13.5	6.6	Derby	
1998	Fairfield-Suisun Sewer District	2	80.0	23	7.2	Fairfield	CA
1998	Livermore Falls WWTP	2	40.0	1.84	0.46	Livermore Falls	ME
1998	Westbank WWTP	1	110.0	36.72	6.84	Algiers	LA
1999	Durand WWTP	2	31.0	2	0.5	Durand	MI
1999	Ladish Malting Co.	1	64.0	2.2	2.2	Spiritwood Lake	ND
2000	Waupun Utilities	1	50.0	6	3.7	Waupun	WI
2000	Blue River WWTP	3	150.0	35	12	Kansas City	MO
2000	Yountville WWTP	1	50.0	3.46	0.43	Yountville	CA
2000	Turlock Municipal Services	2	100.0	18.72	7.2	Turlock	CA
2000	Johnson County WWTP	2	160.0	7.2	3.6	Mission	KS
2000	Leon WWTP	1	164.0	19.28	6.4	Leon	
2000	Charlotte WWTP	2	67.0	2	0.5	Charlotte	MI
2000	St. Louis Sewer District	4	90.0	20	5	St. Louis	MO

Year	Plant Name	Quantity	Diameter (ft)	Max Flow (MGD)	Min Flow (MGD)	City	State
2000	Wewja/Wg Tomko WWTP	2	70.0	16	4	Washington	PA
2000	Mount Morris WWTF	1	65.0	3.17	0.864	Mount Morris	NY
2000	Reno-Sparks Joint WWTP	2	88.0	18.43	6.6	Reno	NV
2001	Pomeroy Wastewater Facility	1	45.0	1.44	0.36	Pomeroy	WA
2001	Sci Laurel Highlands	1	160.0	2	1	Somerset	PA
2001	Mt Pleasant WWTP	2	81.0	8.64	2.16	Mt. Pleasant	MI
2001	Lower Beach Fork WWTP	2	60.0	6	1	Bardstown	KY
2001	Johnson County WWTP	2	160.0	7.2	3.6	Mission	KS
2001	Dayton WWTF	20	165.0	12.2	4.1	Dayton	OH
2001	Killingly WPCP	1	71.0	11.52	7.2	Danielson	CT
2001	Bay City WWTP	2	74.0	18.72	4	Bay City	MI
2002	Mission Main WWTP	1	120.0	14	4.14	Mission	KS
2002	Grant Street WRP	1	110.0	8	5	Melbourne	FL
2002	Massillon WWTP	6	28.0	5.875	1	Massillon	OH
2002	Watsonville WWTF	2	90.0	21.6	7.2	Watsonville	CA
2002	Denison Wastewater Plant	1	104.0	2.88	2	Denison	IA
2002	Mission Main WWTP	2	80.0	7	2	Mission	KS
2002	Twinsburg WWTP	2	42.0	3.6	1.7	Twinsburg	OH
2002	Marysville WWTP	2	36.0	3	2.45	Marysville	MI
2002	Gretna WWTP	2	70.0	5.47	4.6	Gretna	LA
2002	Mission Main WWTP	2	135.0	13	4.14	Mission	KS
2003	City of Corvallis WWTP	2	160.0	11	5.5	Corvallis	OR
2003	Village of Geneseo WWTF	1	65.0	5.18	1	Geneseo	NY
2003	Hackettstown WPCP	1	100.0	10	2	Hackettstown	NJ
2003	Hackettstown WPCP	1	105.0	10	2	Hackettstown	NJ
2003	Los Guayos Wastewater Plant	3	203.0	30.24	7.5	Valencia	
2003	Jonesville WWTP	2	48.0	1	0.2	Jonesville	MI
2003	North Davis Sewer District	2	120.0	22.5	15.7	Syracuse	UT

Year	Plant Name	Quantity	Diameter (ft)	Max Flow (MGD)	Min Flow (MGD)	City	State
2003	Malakal WWTP	1	70.0	4	1	Koror	
2003	Newcomerstown WWTP	2	32.0	1.5	0.38	Newcomerstown	OH
2003	Village of Geneseo WWTF	1	45.0	2.6	0.5	Geneseo	NY
2003	Malakal WWTP	1	45.0	4	1	Koror	
2004	Holly WWTP	2	45.0	1.9	0.3	Holly	MI
2004	Waterloo WWTF	1	90.0	4.6	1.44	Waterloo	NY
2004	Spring Grove WWTP	1	42.0	1.368	0.432	Spring Grove	MN
2004	Littleton/Englewood WWTP	1	105.0	24	6	Englewood	CO
2004	Bissell Point WWTF	6	134.0	55	12	Saint Louis	MO
2004	Farmington WWTP	1	60.0	10.8	2	Victor	NY
2004	Farmington WWTP	1	60.0	10.8	2	Victor	NY
2004	Cargill, Inc.	1	100.0	9	9	Eddyville	IA
2004	Farmington WWTP	2	50.0	6	0.86	Victor	NY
2005	Vermillion WWTF	1	52.0	9.5	3.1	Vermillion	SD
2005	Belgrave Water Pollution Dist.	1	90.0	4	1.26	Little Neck	NY
2005	Ukiah WWTP	1	65.0	12.5	3	Ukiah	CA
2005	Ukiah WWTP	1	110.0	12.5	3	Ukiah	CA
2005	Leon	1	21.0	1.1	0.85	Leon	
2006	Cargill, Inc.	1	101.0	9	9	Eddyville	IA
2006	Sausalito Marin Sanitary District	2	40.0	3	0.5	Sausalito	CA
2006	Lulu Island WWTP	1	84.0	14.7	1.5	Richmond	BC
2006	Dolgeville WWTP	1	75.0	4	0.5	Dolgeville	NY
2007	Pittsburg Wastewater Plant	1	126.0	10	2.5	Pittsburg	KS
2007	Hays WWTP	1	125.0	4	2	Hays	KS
2007	Farmington WWTP	1	50.0	2	1.15	Victor	NY
2007	Springfield Wastewater Treatment Plant	2	200.0	25.2	6.3	Springfield	OH
2007	Tomahawk Creek WWTP	3	160.0	7.8	2.8	Mission	KS
2007	Farmington WWTP	1	60.0	10	2	Victor	NY

Year	Plant Name	Quantity	Diameter (ft)	Max Flow (MGD)	Min Flow (MGD)	City	State
2007	Tomahawk Creek WWTP	1	115.0	4.4	1.6	Mission	KS
2008	Yountville WWTP	1	50.0	3.5	0.86	Yountville	CA
2008	Canonsburg – Houston Joint Authority WWTP	2	101.0	10	1	Canonsburg	PA
2008	Goleta Sanitary District	1	130.0	19.7	6.2	Goleta	CA
2008	Cargill, Inc.	2	62.0	3.6	3.6	Eddyville	IA
2008	Eastern Regional WRF	3	108.0	10	6	Dayton	OH
2008	Apra Harbor Naval Base	1	68.0	9	3	Apra Harbor	CA
2008	Apra Harbor Naval Base	1	68.0	9	3	Apra Harbor	
2008	City of Livermore WRP	1	55.0	14.4	8.64	Livermore	CA
2009	Claremore WWTP Project	1	115.0	6.5	2	Claremore	OK
2009	Ambridge WWTP	1	57.0	15	1.3	Ambridge	PA
2009	Claremore WWTP Project	1	115.0	13.8	3.5	Claremore	OK
2009	Claremore WWTP Project	1	115.0	6.5	2	Claremore	OK
2009	Hampton Roads Sanitation Dist.	3	85.0	21.6	7.2	Williamsburg	VA
2010	Town of Bremen WWTP	2	35.0	1.1	0.75	Bremen	IN
2010	Planta De Tratamiento De Aguas	2	66.0	7.2	1.7	Tampico Morelos	OK
2010	Lawton WWTP	1	65.0	6	1	Lawton	
2010	City of Rexburg WWTP	1	89.0	10.8	2	Rexburg	ID
2010	Marysville WWTP	1	36.0	2.4	1.2	Marysville	MI
2010	Jerome WWTP	1	80.0	6	2.4	Jerome	ID
2010	TE Maxson	1	135.0	50.4	28.8	Memphis	TN
2011	Nebraska City WWTF	2	46.0	2.16	0.36	Nebraska City	NE
2011	Dallas Central WWTP	12	176.0	8	6.66	Dallas	TX
2011	Croswell WWTP	1	80.0	3.456	1.15	Croswell	MI
2011	Enterprise N.E. WWTF	1	65.0	2.7	0.45	Enterprise	AL
2011	Iquitos WWTP	7	91.0	4.9	1	Iquitos	MI
2011	City of Greenville	1	39.0	2.6	1.7	Greenville	



Year	Plant Name	Quantity	Diameter (ft)	Max Flow (MGD)	Min Flow (MGD)	City	State
2011	Goleta Sanitary District	1	130.0	19.7	6.24	Goleta	CA
2011	University of The West Indies	2	77.0	2	0.7	Kingston	
2012	Darigold	1	55.0	3.6	2.6	Chehalis	WA
2012	City of Port Angeles	2	55.0	6.7	2.6	Port Angeles	WA
2012	Sioux Falls WRF	4	145.0	11.38	1.9	Sioux Falls	SD
2012	Sioux Falls WRF	4	135.0	11.38	1.9	Sioux Falls	SD
2012	Burlington WWTF	2	65.0	6.5	2.4	Burlington	WI
2012	Paw Paw Lake Area WWTP	4	65.0	3	0.5	Coloma	MI
2012	Waynesboro WWTP	2	75.0	4	1.79	Waynesboro	PA
2012	San Leandro WPCP	1	90.0	14	2.33	San Leandro	CA
2012	Mackinac Island WWTP	2	20.0	1.8	0.54	Mackinac Island	MI
2013	Tank-Weld Special Projects	1	69.0	1.44	0.72	Kingston	
2013	Sociedad Minera Cerro Verde S.A.A.	4	138.0	19.4	19.4	Arequipa	SA
2013	H.J. Heinz Operations Lp-Frozen	1	80.0	15.2	7.2	Ontario	OR
2014	Wewja	2	65.0	9.792	4	Washington	PA
2014	Silicon Valley Clean Water	1	72.0	13.68	6	Redwood City	CA
2014	Girard WWTP	1	61.0	2	1	Girard	PA
2014	Everett WPCF	1	85.0	10.5	4	Everett	WA
2014	Camp Roberts WWTP	1	90.0	1	0.2	Camp Roberts	CA
2014	Hayfield WWTF	2	30.0	1.5	0.75	Hayfield	MN
2014	Village of Bloomfield WWTP	2	24.0	1	0.288	Bloomfield	NY
2015	Milton-Freewater WWTF	1	118.0	2	1	Milton-Freewater	OR
2015	Blue River WWTP	1	150.0	35	12	Kansas City	MO
2015	Treasure Island Treatment Plant	1	120.0	8	4	San Francisco	CA
2015	Fargo WWTF	1	150.0	11	6.4	Fargo	ND
2015	Fargo WWTF	2	125.0	7.6	4.3	Fargo	ND
2015	Papillion Creek WWTP	2	180.0	75	35	Bellevue	NE
2015	Prosser WWTP	1	150.0	10	2.16	Prosser	WA

Year	Plant Name	Quantity	Diameter (ft)	Max Flow (MGD)	Min Flow (MGD)	City	State
2016	City of Plymouth WWTP	2	50.0	3.312	0.828	Plymouth	IN
2016	Kingsbury Utilities Corp	2	53.0	2.5	0.5	Kingsbury	IN
2016	Fypasa Construcciones Sa De Cv	2	125.0	17.5	5.7	Laredo	TX
2016	Fargo WWTF	1	125.0	16	8	Fargo	ND
2016	Delta Charter Township WWTP	1	50.0	8.7	1.5	Lansing	MI
2016	Norfolk WWTP	2	80.0	14.4	5.76	Norfolk	NE
2016	Yakima Army Base WWTP	2	80.0	1.44	0.5	Yakima	WA
2016	Coldwater WWTP	3	115.0	2.7	0.67	Coldwater	MI
2017	Silicon Valley Clean Water	1	72.0	13.68	6	Redwood City	CA
2017	North of River Sanitary District No 1 WWTP	1	130.0	12	6	Shafter	CA
2017	Mt. View Sanitary District	1	100.0	9.5	3.17	Martinez	CA
2017	Mt. View Sanitary District	1	140.0	8.64	2.5	Martinez	CA
2017	A.P. O'Horo Company	2	100.0	30	5	Youngstown	OH
2018	Charlotte WWTP	1	67.0	2	0.4	Charlotte	MI
2018	Lakeville WWTP	1	42.0	6	2	Lakeville	NY
2018	Fargo WWTF	1	125.0	16	8	Fargo	ND
2018	Kilgore WWTP	1	85.0	4	1.37	Kilgore	TX
2018	Medicine Hat WWTP	2	76.0	9.66	4	Medicine Hat	Alberta
2018	Spring City WWTP	2	50.0	1.8	0.8	Spring City	PA
2018	Monterey One Water	2	78.0	15.12	3	Marina	CA
2018	Frito Lay	1	60.0	2.46	1.4	Frankfort	IN
2019	Wellsville WWTP	2	30.0	3.24	1.08	Wellsville	OH
2019	Marshall WWTF	1	60.0	8.1	2	Marshall	MN
2019	Frito Lay Charlotte	1	60.0	5.76	5	Charlotte	NC
2019	Annacis Island WWTP	2	170.0	89	20.5	Delta	BC
2019	Charlotte WWTP	1	67.0	2	0.4	Charlotte	MI
2019	Truckee Meadows WRF	1	88.0	18.4	6.6	Reno	NV

Year	Plant Name	Quantity	Diameter (ft)	Max Flow (MGD)	Min Flow (MGD)	City	State
2020	Fort Payne WWTP	2	94.0	6	1.5	Fort Payne	AL
2020	Harold Street WWTP	2	128.0	3.2	0.6	Olathe	KS
2020	Big Spring WWTP	2	100.0	8.64	1.44	Big Spring	TX
2020	Willow Lake WPCF	4	225.0	14.7	7.3	Keizer	OR
2020	Oneonta WWTP	1	115.0	8.64	4	Oneonta	NY
2021	Annacis Island WWTP	2	171.0	89	20.5	Delta	BC
2021	Bissell Point WWTF	6	134.0	55	12	St. Louis	MO
2021	Grace Creek WWTP	1	190.0	12.5	3.5	Longview	TX
2021	TE Maxson WWTP	6	134.0	52.56	26.6	Memphis	TN
2021	Village of Lima WWTP	1	35.0	1.7	0.6	Lima	NY
2021	Village of Lima WWTP	1	50.0	1.44	0.6	Lima	NY
2021	Brady's Run WWTP	1	105.0	9	1.75	Beaver Falls	PA
2021	City of Rochester STP	2	80.0	3.5	1.73	Rochester	IN
2021	Sherburn	1	38.0	1.2	0.5	Sherburn	MN
2021	Perry WWTP	2	54.0	6	2.5	Perry	NY
2022	Lawton WWTP	4	65.0	6	1	Lawton	OK
2022	Garland Rowlett Creek WWTP	1	110.0	14.3	3.3	Garland	TX
2022	Ionia WWTP	2	52.0	4	2	Ionia	MI
2022	Knoxville WRF	2	88.0	2.12	0.5	Knoxville	IA
2023	Silicon Valley Clean Water	1	72.0	13.68	6	Redwood City	CA
2023	Payson WWTP	1	30.0	2.376	1.526	Payson	UT
2024	Crosswell WWTP	2	36.0	1.8	0.792	Crosswell	MI
2024	Bay City WWTP	2	74.0	18	2.99	Bay City	MI



# Supplemental Information

## Resumes



# Brian Mitchell, P.E.

3665 S. West Temple – Salt Lake City UT - 84115 | 801.290.1879 | bmittchell@westechwater.com

## Background

Brian Mitchell is the Product Portfolio Manager of the Biological Treatment Equipment at WesTech. With a passion for customer support, Brian has been focused on providing superior service. He has a breadth of knowledge from a variety of roles in the drinking water, wastewater and industrial sectors.

## EDUCATION

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**Executive MBA | University of Utah | 3.9 GPA | 710 GMAT |** Salt Lake City UT | 5/2018

**Mechanical Engineering | Utah State University | 3.2 GPA |** Logan UT | 5/2009

## Industry Experience

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**WesTech Engineering Inc. |** Salt Lake City, UT | 2009 – present

### **Product Portfolio Manager/Group Leader 2017-Present**

- Product Portfolio Manager of municipal equipment in biological nutrient removal, anaerobic digestion and trickling filters. Division leader of industrial equipment in DAF, OWS and vacuum filtration.

### **Technical Advisor – Coal Combustion Residual (CCR) 2020-2021**

- Onsite technical advisor for rental and operations Ash Pond Dewatering/treatment. Equipment included physical chemistry, ballasted sand flocculation and disc filtration.

**Board Member 2017-2020** – Board of Directors member for Brilliant Fabricators, LLC

**Operations Manager 2018** - WesTech São Paulo Brazil office - wastewater process training and sales support.

### **Sales Engineer 2011-2017**

- Sales and applications engineering in Clarifiers, Anaerobic Digester Covers, Sludge Mixers and renewable energy Biogas Engines.

### **Project Manager – UF Membranes 2009-2011**

- Participated in research, startup, optimization and laboratory testing for UF equipment.

## Certifications and Professional Affiliations

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### **Professional Engineer**

- UT 8733249-2202 and MO 2014010496 – Mechanical Engineering - Thermal/Fluid Systems

**Wastewater Operator Grade IV R –** Utah – 2020

**WEF/WEAU Member** – WEAU Biosolids Committee Member

### **Author/Presenter**

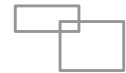
- 2020 MWEA General Session – Introduction, Operation and Troubleshooting for Biological Nutrient Removal
- 2019 Weftec Mobile Session – Fundamentals of BNR and Advances in Phosphorous Removal
- 2017 WEAU General Session – Unique Retrofit Lessons Learned - Digester Gasholder Cover
- 2016 WEF Biosolids Mobile Session – CoGen Theory & Operation

# Brian Mitchell, P.E.

3665 S. West Temple – Salt Lake City UT - 84115 | 801.290.1879 | bmittchell@westechwater.com

## Rotary Distributor Project Experience

- Annacis Island WWTP – Quantity of four 170' diameter
- Kilgore WWTP – Quantity of one 85' diameter
- Central Davis Sewage District – Quantity of one 120' diameter
- Willow Lake WPCF – Quantity of four 225' diameter
- Lakehaven WWTP – Quantity of two 49' diameter
- Lulu Island WWTP – Quantity of one 84' diameter



## Joseph Winters

### Education

<b>Bachelors of Science, Chemical Engineering</b> University of North Dakota	<b>2019</b>
<b>Bachelors of Science, Biochemistry</b> University of Kansas	<b>2011</b>

### Professional Experience

#### **WesTech Engineering Inc., Salt Lake City** **October 2019-Present**

##### **Project Manager**

- Experience in biological nutrient removal systems and wastewater equipment including STM, rotary distributors, surface aerators, clarifiers and thickeners.
- Ensure timely delivery of equipment and meeting customer expectations while keeping project within budget.
- Assist in plant startups including inspection, proper operation of equipment and training of plant personnel

##### **Applications Engineering Manager**

- Managed team to support customer inquiries in design of equipment for various industries including municipal wastewater, drinking water, mining, chemical and petrochemical plants
- Support the full sales cycle for a line of products that WesTech supplies.

##### **Applications Engineering**

- Designed individual pieces of equipment for plants to meet regulatory requirements and discharge permits for various metals, TSS targets, BOD and other nutrients.
- Design of equipment including different types of aerators, rotary distributors, clarifiers and thickeners.
- Developed packages that outlined scope of supply in compliance with or explanation for deviating from specification requirements and price proposals

#### **Various Companies**

**May 2012-October 2019**

##### **Roles and Responsibilities**

- Worked in the mining sector and clinical laboratory holding roles such as process engineer and technologist.
- Optimize and improve plant performance
- Test patient samples to diagnose diseases

### Past Rotary Distributor Project Experience

- Annacis Island WWTP – Quantity of four 170' diameter
- Village of Lima WWTP – Quantity of one 50' and one 35' diameter
- Harold Street WWTF – Quantity of two 128' diameter
- Bay City WWTP – Quantity of two 74' diameter
- Central Davis Sewage District - Quantity of one 120' diameter

# JARED OLSEN

West Jordan, UT

Cell: 801-502-7876 | [jaredwayneolsen@gmail.com](mailto:jaredwayneolsen@gmail.com) | [linkedin.com/in/jaredwayneolsen](https://www.linkedin.com/in/jaredwayneolsen)

## SKILLS & QUALIFICATIONS

- SolidWorks
- Creo
- Inventor
- AutoCAD
- Top-Down Design
- 3D Design Automation
- 3D Modeling Expert
- Detailing Expert
- Technical Blueprint Reading
- Shop / Field Experience
- PC Building / Tuning / Repair
- Excel/Word/Outlook/Acrobat
- Project Management
- 2D Renderings
- Framing / Drywall / Concrete

## CERTIFICATIONS

- CSWP / Certified SolidWorks Professional
- CSWA / Certified SolidWorks Associate
- CSWPA-WD / Certified SolidWorks Professional-Advanced Weldments
- CSWPA-SM / Certified SolidWorks Professional-Advanced Sheet Metal
- CSWPA-DT / Certified SolidWorks Professional-Advanced Drawing Tools

## ACCOMPLISHMENTS

- Significantly proficient and professionally certified in SolidWorks design and detailing.
- Decreased time to fabrication by 35% through 3D model automation implementation.
- Extensive breadth of experience utilizing weldments and sheet metal tools in SolidWorks and Creo.
- Achieved an influential reputation as being a potent and innovative team leader.
- Profoundly increased productivity utilizing custom settings, macros and hot keys.
- Awarded employee of the year multiple times at ClearStream Engineering.
- Trained and mentored new hires utilizing top-down design techniques to increase consistency.
- Volunteer with the NUSWUG (Northern Utah SolidWorks User Group) as a presenter and officer.
- Efficiently created dynamic 3D models utilizing in-context design and automation techniques.
- Detail oriented, organized and willing to consistently meet and exceed deadline goals.
- Extensive collection of engineering and design resources to efficiently flow from project to project.
- Eagle Scout / Order of the Arrow / Hope of America Award / Academic All-State Award (Swimming)
- Utah State University Sigma Chi Alumni (Gamma Kappa Chapter)

## EMPLOYMENT HISTORY

<b>Sr. Mechanical Designer 4</b>	WesTech Engineering	1/2017-Present
<b>Sr. Mechanical Designer</b>	The Dennis Group	10/2016-1/2017
<b>Sr. Mechanical Designer</b>	ClearStream Engineering	2/2010-8/2016

## EDUCATION

Associate of Science	Salt Lake Community College	Engineering Design & Drafting Technology
2002-2005	Utah State University	Pre-Engineering / Mechanical Engineering
2010-2016	GoEngineer	3D Modeling / Design Automation





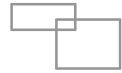
# Supplemental Information

## Jared Olsen

### List of Rotary Distributor jobs

- 23718A Frito Lay Frankfort
- 23778A Frito Lay Charlotte
- 23876A Truckee Meadows WRF
- 23898A Wellsville WWTP
- 23980A Annacis Island WWTP
- 23908C Marshall WWTF
- 24144D Oneonta WWTP
- 24163A Willow Lake WPCF
- 24228A Harold Street WWTP
- 24405A Grace Creek WWTP
- 24416A TE Maxson WWTP
- 24446A Village of Lima WWTP
- 24446B Village of Lima WWTP
- 24452A Brady's Run WWTP
- 24468A Perry WWTP
- 24498A City of Rochester STP
- 24565A Annacis Island WWTP
- 24675A Knoxville WRF
- 24734A Wapasha WWTP
- 24696A Ionia WWTP
- 24953A Payson WWTP
- M-100028 Webster WWTP (In design)
- M-100739 Central Davis WWTP (In design)
- M-100842 Redondo WWTP (In design)
- M-100859 Kilgore WWTP (In design)





## SUMMARY RESUME

**Steven R. Haymore, P.E.**

**EXPERIENCE:** WesTech Engineering LLC, Salt Lake City, Utah

### 2023 to Present Project Engineer

- Performing engineering design work, including structural, mechanical, hydraulic, power transmission, pneumatic, component life, heat transfer, and vibration type calculations.
- Checking and approving equipment drawings and parts lists. Working with parametric 3D models to validate designs and the associated engineering work.

### 2017 to 2023 Unit Engineer – Potable Water Groups

- Overseeing engineering processes in WesTech's Potable Water Equipment unit.
- Conducting structural finite element analyses of equipment components and assemblies.
- Mentoring new engineers in the engineering practices of WesTech and our industry.
- Participating as member of WesTech Engineering Council and STAAD Users Committee.
- Presenting training on topics relevant to Unit members.

### 2013 to 2017 Unit Engineer – Municipal Sedimentation Groups

- Overseeing engineering processes in WesTech's Municipal Sedimentation Equipment unit.
- Conducting structural finite element analyses of key equipment components and assemblies.
- Mentoring new engineers in the engineering practices of WesTech and our industry.
- Participating as a member of WesTech Engineering Council and Detail & Design Council.
- Presenting training on topics relevant to Unit members.

### 1992 to 2013 Project Manager / Project Engineer

- Managing municipal and industrial projects including several of multimillion-dollar value.
- Performing engineering design work, including structural, mechanical, hydraulic, power transmission, pneumatic, component life, heat transfer, and vibration type calculations.
- Drawing, checking and approving equipment drawings and parts lists. Creating parametric 3D models to generate production drawings.
- Authoring submittal packages and IO&M manuals. Developing safety, installation, and IO&M procedures for new and modified equipment designs.
- Conducting shop inspections, field troubleshooting, and teaching operator training sessions.
- Developing standard calculation programs and worksheets for use and publishing in standard product design manuals.

**EDUCATION:** B.S. Mechanical Engineering, Chemistry Minor, Brigham Young University

**REGISTRATIONS:** Licensed Professional Engineer, State of Utah



## **SUMMARY RESUME**

**Steven R. Haymore**

**Page 2**

**PARTIAL LIST OF PROJECT INVOLVEMENT:** Performed engineering design work, including structural, mechanical, hydraulic, power transmission, pneumatic, component selection and component life for each project below.

- 18744A Dayton, Ohio – Twenty (20) 165-ft BioDoc™ rotary distributors, model RDS12H, shipped 2002.
- 19187A Valencia, Venezuela – Three (3) 62-m BioDoc rotary distributors, model RDS12A, shipped 2004.
- 19538A St. Louis, Missouri – Six (6) 134-ft BioDoc rotary distributors, model RDS120, shipped 2005.
- 20517A Cargill, Eddyville, Iowa – Two (2) 62-ft HydroDoc™ rotary distributors, model RDS13S, shipped 2009.
- 21003A Rexburg, Idaho – One (1) 89-ft HydroDoc rotary distributor, model RDS13S, shipped 2010.
- 21233A Iquitos City, Peru – Seven (7) 28-m BioDoc rotary distributors, model RDS11S, shipped 2011.
- 21389A Dallas, Texas – Twelve (12) 176-ft rotary distributors, model RDS10A, shipped 2012.
- 21990A La Enlozada, Arequipa, Peru – Four (4) 42-m HydroDoc rotary distributors, model RDS13S, shipped 2015.
- 23980A Vancouver, British Columbia – Two (2) 52-m HydroDoc rotary distributors, model RDS13S, shipped 2020.
- M-100028 Webster, New York – Two (2) 44-ft BioDoc rotary distributors, model RDS11H, shipped 2025.



# Supplemental Information

## ISO Certification





# CERTIFICATE

Certificate Number: 112756.00

The Quality Management System and implementation of:

## WesTech Engineering

With Central Functions At:

3665 S West Temple  
Salt Lake City, UT 84115  
United States

meets the requirements of the standard:

## ISO 9001:2015

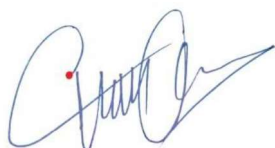
### Scope:

The design, supply, sales, and service of water and waste water treatment and liquid solids separation equipment

**Certification Structure:** Multi-site

Address	Site Activities
3665 South West Temple, Salt Lake City, UT 84115	The design, supply, sales, and service of water and waste water treatment and liquid solids separation equipment
3625 South West Temple, Salt Lake City, UT 84115	The design, supply, sales, and service of water and waste water treatment and liquid solids separation equipment
600 Arrasmith Trail, Ames, IA 50010	The design, supply, sales, and service of water and waste water treatment and liquid solids separation equipment

Certificate Expires: October 19, 2026  
Certificate Reissued: January 09, 2024  
Certificate Issued: October 20, 2023  
Certified Since: June 30, 1995



Dr. Cem O. Onus  
Managing Director

DEKRA Certification, Inc.  
1945 The Exchange SE #300  
Atlanta, GA 30339 USA  
(215) 997-4519  
<https://www.dekra.us/en/audits/>





# Supplemental Information

## WesTech Company Profile

## Company Profile

### Headquarters:

WesTech Engineering, LLC  
POB 65058  
3665 S. West Temple  
Salt Lake City, UT 84115 USA  
(T) +1.801.265.1000  
(F) +1.801.265.1080  
[www.westech-inc.com](http://www.westech-inc.com)

### Parent Company:

JS&S (Water Holdings), Inc.  
Ferry Terminal Building  
2 Aquarium Drive, Suite 400  
Camden, NJ 08103  
EIN: 85-3773309

### Board of Directors:

James E. Hughes-Hallett, Chair  
Steve Leatherwood, Secretary  
Greg Holt  
Mark Alpert  
Nanette Hermesen  
Sean Pelling  
Greg McIntyre

### Officers:

CEO: Greg Holt  
CFO: Steve Leatherwood

### Banking:

Wells Fargo Bank, National  
Association  
U1228-09A  
299 South Main Street, 9<sup>th</sup> Floor  
Salt Lake City, UT 84145-0490  
Contact: Shane Becker  
[Shane.p.becker@wellsfargo.com](mailto:Shane.p.becker@wellsfargo.com)

DUNS: 06-612-1815  
Federal ID No.: 94-2229674  
GST/HST Reg: 131385437RT001  
EEV User ID: DGOM1769  
Year started: 1973  
Employees: 500+  
NAICS: 333310

### Bonding:

Fidelity & Deposit Co. of Maryland  
Aon  
5005 LBJ Freeway, Suite 1500  
Dallas, TX 75244  
Contact: Josh Saunders  
(T) 214.864.4184  
[Josh.saunders@aon.com](mailto:Josh.saunders@aon.com)

### Trade References:

Quality Linings & Fabrication  
PO Box 924392  
Houston, TX 77292-4392  
(T) 713.863.7013  
[helen@qlfinc.com](mailto:helen@qlfinc.com)

Windustrial Company  
627 West 3900 South, C-2  
Salt Lake City, UT 84123  
(T) 801.268.0093  
[annie@slwindustrial.com](mailto:annie@slwindustrial.com)

Stuart Electric Supply  
3003 South 300 West  
Salt Lake City, UT 84115  
(T) 801.466.8603  
[leon@sesslc.com](mailto:leon@sesslc.com)

Northern MFG Co. Inc.  
150 N Lake Winds Pkwy  
Oak Harbor, OH 43449  
(T) 419.898.2821  
[nmagnone@northernmfg.com](mailto:nmagnone@northernmfg.com)

**Satellite Offices:****WesTech Ames**

600 Arrasmith Trail  
Ames, IA 50010  
(T) 515.268.8545  
(F) 515.268.8500

**WesTech Equipamentos Industriais  
Ltd.**

Rua Marques de Paranagua, 360  
Consolacao – Sao Paulo, Brasil  
01301-000  
(T) 011.55.11.3129.5226  
(F) 011.55.11.3129.5118

**WesTech Process Equipment India  
Pvt. Ltd.**

E-155 Classic Apartment  
Plot No. 11, Sector 22 Dwarka  
New Delhi 100 075  
India  
(T) 011.91.98.15870



## Company Profile

### Our Core Values:

Exhibit Honesty and Integrity  
Value Our People and Their Families  
Provide Superior Service  
Make and Keep Commitments  
Take Pride in Doing the Right  
Things and Doing them Well  
Achieve Productivity through  
Diligence & Intelligence

WesTech has been, and continues to be, a leader in the development of process equipment that improves efficiency, quality, and performance while lowering overall costs. Our company is organized into functional business units in the following product areas:

### Industrial:

Clarification  
DAFs and APIs  
Dewatering  
Field Service  
Globalization  
Lab  
Package Systems  
R&D  
Sales & Marketing  
Screening Sedimentation  
Tankage & Erection  
Thickeners  
Vacuum Filtration

### Municipal:

Aeration  
Clarification  
Digestion/Mixers  
Field Service  
Filtration  
General Filter  
Granular Media Filtration  
Headworks/Grit  
Membranes

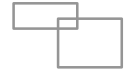
Microfloc  
R&D  
Rotary Distributors  
Sales & Marketing  
Screening  
Sedimentation

### Services:

Aftermarket  
Construction Management  
Operations  
Rental Equipment  
Retrofits

### Corporate:

Accounting  
Business Development  
Contracts & Risk Administration  
Drives  
Electrical Design  
Human Resources  
Logistics  
PLC Panels  
Quality Assurance  
Safety  
Sourcing  
Shipping & Receiving  
Technology



### Company History:

WesTech Engineering formed as a partnership in 1972, incorporated in 1973, and adopted into the John Swire & Sons family of companies in 2021. WesTech has grown to become one of the major suppliers of liquid/solid separation equipment, process solutions, and unparalleled service offered around the world.



WesTech employees have a strong commitment to the success of the company. WesTech's management is responsive to the needs of its employees, customers, and the industries in which we serve. In 1995, WesTech achieved ISO 9001 Certification to assure our customers that they are receiving quality products and services. The company enjoys a positive record with Dun and Bradstreet.

WesTech has been, and continues to be, a leader in the development of process equipment that improves efficiency, quality, and performance while lowering overall costs. Leading American consultants have approved WesTech equipment for use on their projects in: municipal water and wastewater treatment; coal preparation; chemical processing; mining and metallurgical; pulp and paper; power generation; food processing; and a wide variety of other business sectors. WesTech maintains representation throughout the United States and in many other countries.

We invite your inquiry into our company, our people, our capabilities, our products, and our services. We are eager to demonstrate how WesTech can fully meet your needs not just for today but for many tomorrows.



# Technical Proposal

## Item A – RDS1™ Rotary Distributor, Model RDS10A

### Design Overview

Parameter	Unit	Value / Description
Proposed WesTech System	-	RDS1™ Rotary Distributor, RDS10A
Application	-	Municipal Wastewater
Unit Quantity	-	One (1) total unit
Tank Diameter	ft	83
Maximum Flow Rate	MGD	8.2
Minimum Flow Rate	MGD	4.1
Maximum Driving Head (from top of media)	in	50.5

All WesTech rotary distributors include two anti-friction bearings designed for an L<sub>10</sub> life of over 30 years. Both bearings are positioned above the water level to provide a contaminant-free and reliable rotary distributor system. The bearings are accessible, and maintenance is easy. A maintenance-free lower seal provides uninterrupted, worry-free operation with a lower hydraulic head requirement than other designs. Flow uniformity is a critical measure of distributor performance and is designed into each WesTech rotary distributor. The flow is distributed by corrosion-resistant, UV-protected polycarbonate spreaders guaranteed against breakage for the life of the rotary distributor.



*A 200-foot diameter WesTech Rotary Distributor unit designed for up to 17,500 gpm.*



# Technical Proposal

## Basis of Design Information

### Detailed Design Summary

#### Detailed Design Summary

Parameter	AES	SI
WesTech System Model	RDS1™ Rotary Distributor, RDS10A	
Unit Quantity	One (1) total unit	
Tank Diameter	83 ft	25.3 m
Driving Force	Hydraulic	
Rotary Distributor Location	Outside	
Flow Rates		
Maximum Flow Rate	8.2 MGD	1,293 m³/h
Minimum Flow Rate	4.1 MGD	647 m³/h
Number of Arms	2	
Maximum Flow Velocity Through Arms*	4 ft/s	1 m/s
Maximum Driven Rotational Speed	2 rpm	
Maximum Driving Head (from top of media)	50.5 in	128.3 cm
Arm to Wall Distance	18 in	45.7 cm
Arm to Media Distance	12 in	30.5 cm
Influent Pipe Diameter*	24 in	61 cm

\*Any values that are assumed should be verified. Tank dimensions and elevations that differ from the information provided above may result in a design change for the rotary distributor.



# Technical Proposal

## Scope of Supply

### Scope of Supply – Rotary Distributor System

Item	Quantity	Description	Material/Brand
Center Assembly	1/unit		
Mast		Stationary support structure	Aluminum
Center Barrel		Rotating component around mast	Aluminum
Stabilizing Bearing		Spherical roller, grease lubricated	SKF
Thrust Bearing		Spherical roller, oil lubricated	SKF
Mechanical Seal		Between mast and barrel	Annular Buna-N rings
Maintenance Platform	1/unit	OSHA-compliant	316 SS/Aluminum
Distribution Arms	2/unit	Flanged, rectangular, tapered	Aluminum
Spreaders	1 lot/unit	UV/shatter-resistant	Polycarbonate
Flush Gates	1/arm	-	Aluminum
Tie Rods	1 lot/unit	-	316 SS
Horizontal Supports	1 lot/unit	-	316 SS
Anchor Bolts	1 lot/unit	Epoxy anchors	316 SS
Hardware	1 lot/unit	Bolts and fasteners	316 SS

## Additional Services

### On-Site Technical Assistance and Training

WesTech has included on-site technical assistance during construction, pre-commissioning and start-up to ensure the equipment is installed and commissioned per WesTech and sub-supplier requirements. All service visits will be completed by certified field technicians that are qualified and have experience working with WesTech equipment.

Any additional trips that the customer may request can be purchased at the standard WesTech daily rates plus travel and living expenses.

### On-Site Technical Service

Service	Number of Trips	Number of Days*
Installation and Start-Up Commissioning Assistance, Operator Training	2	6
<b>Total Included Service</b>	<b>2</b>	<b>6</b>

\*Including travel time



# Technical Proposal

To supplement the above noted technical assistance, WesTech will provide the additional services.

- Technical support during WesTech office hours with a direct phone number to reach a qualified and involved project representative during the equipment warranty period.
- Access to a 24-hour on-call emergency support line.





# Clarifications and Exceptions

## General Clarifications

**Escalation:** If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

**Build America, Buy America Act (BABAA) and Other Domestic Content Requirements:** The requirements of the RFP did not set forth guidance on domestic content requirements, WesTech has provided the proposal and fee proposal based on no domestic content requirements.

**USA Tariffs and Current Trade Laws:** All prices are based on current USA and North America tariffs and trade laws/agreements as of Jan 1, 2025. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

## Exceptions

**Technical Specifications - 1.09 Warranty:** WesTech's warranty will be for a period of two (2) calendar years immediately following start-up, or thirty (30) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. WesTech cannot provide a warranty for the concrete tank, media, or other existing equipment. WesTech's warranty will only cover items supplied by WesTech under this contract.

**Technical Specifications – 2.3.A Distribution Arms:** The deflector hinge is part of the GARD design, WesTech's current design standards do not require a deflector hinge and one is not included.

**Technical Specifications – 2.3.E Lower Guides:** The lower guide is part of the GARD design, WesTech's current design standards use a lower stabilizing bearing to prevent the unit from tipping.

**City of Olathe Agreement:** Please see attached mark-up of agreement for contractual exceptions and clarifications.



# Commercial Proposal

Proposal Name: Harold St HRTF Distributor

Proposal Number: 2060435

Friday, August 08, 2025

## 1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Ted Holt
Phone	(801) 265-1000
Email	tholt@westechwater.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

## 2. Firm Pricing

Currency: USD

### Scope of Supply

A RDS1™ Rotary Distributor, Model RDS10A	See Proposal Form
Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

### Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,350
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Pricing does not include field service unless noted in scope of supply but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy is subject to change and can be provided upon request.

## 3. Payment Terms

Completion of Approved Submittals	10%
Equipment Delivery	85%
Equipment Start-up	5%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

## 4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution	10 to 12 weeks
Ready to Ship, after Receipt of Final Submittal Approval	28 to 32 weeks
<b>Estimated Weeks to Ready to Ship</b>	<b>38 to 44 weeks*</b>

\*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval. Due to supply chain disruptions and volatility, delivery schedule is a best estimate only and may be improved or hampered based on date of contract execution, scope selection, and materials availability.

## 5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)	
----------	--	--

From	Final Destination	Number of Trucks / Containers
WesTech Shops	Olathe, KS	Approximately 2



CITY OF OLATHE, KANSAS  
AFFIDAVIT

STATE OF UTAH

COUNTY OF Salt Lake

) SS.

Tasi Young of the City of Salt Lake City  
(Name of Individual)

Salt Lake county  
County of       , State of UT

being duly sworn on her or his oath, states;

1. That I am the Manager of Contracts (Title) of Westech Engineering, LLC (Firm Name),  
and have been authorized by said firm to make this affidavit on its behalf;

2. (Check the box the applies)

☒ No officer, agent or employee of the City of Olathe, Kansas is financially interested, directly or indirectly, in what firm is offering to sell to the City pursuant to any solicitation issued by the City of Olathe;

OR

☐ The following officer(s), agent(s), or employee(s) of the City of Olathe would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);

3. (Check the box that applies)

☒ If firm were awarded any contract, job work, or service for the City of Olathe, Kansas, no officer, agent or employee of the City would be financially interested in or receive any benefit from the profit or payments of such;

OR

☐ The following officer(s), agent(s), or employee(s) of the City of Olathe would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);

4. Firm has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response any solicitation issued by the City of Olathe.

Westech Engineering, LLC (Firm Name)

Federal Tax ID # 86-3773309

By: Tasi Young (Signature)

Subscribed and sworn before me this 1st day of

Tasi Young (Printed Name)

July 20 25

Manager of Contracts & Proposals (Title)

Mailing Address 3665 S West Temple

NOTARY PUBLIC in and for the County of Salt Lake

City, State, Zip Code Salt Lake City, UT 84115

State of Utah

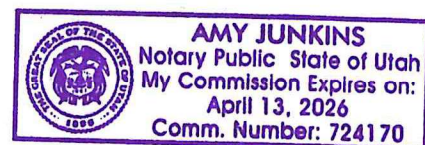
Phone (801) 265-1000 Fax (801) 265-1080

My commission expires: April 13, 2026

Email Sales@Westechwater.com

Amy Junkins

SEAL





# Two-Year Warranty

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants all new equipment manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is either, two (2) calendar years immediately following start-up, or thirty (30) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear, consumables, or coatings. Purchasers are invited to inspect the equipment in the shop for proper surface preparation and coating application prior to shipment. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

- has been dismantled, modified, repaired, or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
- has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third-party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory, or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

Sample City of Olathe Standard Agreement

CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and WesTech Engineering, LLC (INSERT LEGAL NAME OF VENDOR), hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs (INSERT BRIEF DESCRIPTION OF WORK/SERVICES/GOODS), and contracts with Vendor for the work described in Vendor's proposal in **Exhibit A**.

**1. FEES, EXPENSES, AND ~~SCHEDULE~~ ~~(or)~~ TERM.** City agrees to pay Vendor an amount not to exceed \$ (INSERT AMOUNT) for the work described in **Exhibit A**. If provided for in **Exhibit A**, Vendor will be reimbursed at the actual cost of the specified expenses. All work must be completed on or before \_\_\_\_\_, and time is of the essence for completion of the work. ~~(or) This contract will be a (one to five) (1-5) year contract. (or) This contract will be a one (1) year contract with the option to renew for up to (max 5) additional one (1) year periods upon the written agreement of both parties.~~ The deadlines for Vendor to complete the initial technical submittals, as well as for Vendor to fabricate the equipment at issue so as to render it ready-to-ship, are subject to the lead times that Vendor sets forth in its bid for this project. No liquidated or other damages for Vendor's delay in equipment delivery are applicable to this contract.

**2. ADDITIONAL SERVICES.** Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

**3. BILLING.** Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to [apolathe@olatheks.org](mailto:apolathe@olatheks.org). The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

**4. PAYMENT.** City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. The following payment milestones and percentages will apply to the payment to Vendor of the contract price:

- 10% upon completion of approved submittals
- 85% upon equipment delivery
- 5% upon equipment start-up

**4.5. STANDARD OF CARE.** Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence. Vendor's scope of supply will be subject to any and all clarifications, comments, exceptions and exclusions that Vendor sets forth in its bid for this project.

**5.6. TERMINATION FOR CONVENIENCE.** City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed ~~and accepted~~ and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed-, but will include a

reasonable profit on Vendor's completed work.

**6.7. TERMINATION FOR LACK OF FUNDS.** If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds. The compensation to Vendor in such a situation will be the same as described in Paragraph 6 above regarding terminations for convenience.

**7.8. DISPUTE RESOLUTION.** The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

**8.9. SUBCONTRACTING.** Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. In connection with this provision, the City is expressly aware that Vendor subcontracts out the fabrication of equipment to independent third-party manufacturing facilities in the normal, routine course of Vendor's business. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance).**

**9.10. OWNERSHIP OF DOCUMENTS.** All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

**10.11. INSURANCE.** Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**. Vendor will provide certificates of insurance and renewals thereof on forms acceptable to City and in the manner specified in **Exhibit B**.

**11.12. INDEMNIFICATION AND HOLD HARMLESS.** For purposes of this Agreement, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. Likewise, Vendor will not be required to indemnify any third parties, such as the project Engineer, the project general contractor, a subcontractor working on the project, or another vendor or supplier working on the project, for such parties' own negligence or fault. In the event a judgment, claim, loss or expense occurs that resulted from the concurrent fault of multiple parties, each liable party will be responsible only for its proportionate share of the fault. City does not indemnify Vendor.

~~**12. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE.** Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.~~



**13. KANSAS ACT AGAINST DISCRIMINATION.** *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

**14. KANSAS OPEN RECORDS ACT.** Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

**15. ENTIRE AGREEMENT.** This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

**16. NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

**17. INDEPENDENT CONTRACTOR STATUS.** Vendor is an independent contractor and not an agent or employee of City.

**18. COMPLIANCE WITH LAWS.** Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

**19. FORCE MAJEURE CLAUSE.** Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within

ten (10) business days from the beginning of such delay. ~~Such notification will not be the basis for a claim for additional compensation.~~ The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement. In the event Vendor incurs cost increases as the result of an event like those described in this paragraph, the parties will equitably adjust the contract price.

**19.20. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND AGGREGATE CAP ON LIABILITY.** Neither party will be liable to the other party under this Agreement for any special, incidental, indirect, consequential, exemplary or punitive damages, loss of profit or revenue, loss of anticipated profit, loss of opportunities, loss of goodwill, or loss of capital or projected capital value. The total aggregate uninsured liability of either party to the other party under this Purchase Order will be capped and limited to 100% of the total contract price.

**20.21. APPLICABLE LAW, JURISDICTION, VENUE.** Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

**21.22. SEVERABILITY.** If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

**22.23. ORDER OF PRECEDENCE.** If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

***[The remainder of this page is intentionally left blank.] [REMOVE IF THIS IS THE ONLY LINE ON PAGE AND***

***MOVE SIGNATURE PAGE UP SO THERE IS NO BLANK PAGE.]***

CITY OF OLATHE  
RFP-25-0066  
Harold St HRTF Distributor

The Parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
(Mayor OR City Manager OR Dept Head)

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Deputy/Assistant City Attorney

~~(INSERT VENDOR)~~ WesTech Engineering, LLC

By: \_\_\_\_\_  
~~(INSERT NAME & TITLE)~~  
~~(ADDRESS OF VENDOR REQUIRED)~~  
Libbie Linton – Executive Vice President  
3665 S West Temple  
Salt Lake City UT 84115

## Exhibit B

### CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

**A. Insurance.** Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

**Limits:** Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

**Limits:** All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

**Limits:** \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

**Limits:** Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this



Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

**Limits:** Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

**B. Exposure Limits.** Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

**C. Costs.** Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

**D. Verification of Coverage**

1. Must provide certificate of insurance on ISO form or equivalent including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Vendor must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

**E. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

**F. Subcontractor's Insurance:** If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.