

## CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Trojan Technologies, acting through its offices located at 3020 Gore Road, London, Ontario, Canada, N5V 4T7, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs purchase of equipment on the attachment titled 2022 UV3000 Plus Module Upgrade, 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 \$241,491.46 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. This contract will be a one (1)-year contract with the option to renew for up to three (3) additional one (1)-year periods upon the written agreement of both parties.

**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.

**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.

**6. TERMINATION FOR CONVENIENCE.** Either Party 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.

**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.

**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. 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**, except as follows: Professional Liability insurance and Cyber insurance are not required and Vendor is excused from those requirements; and "subject to the limits of liability" is struck from Paragraph A.1.

**12. INDEMNIFICATION AND HOLD HARMLESS.** For purposes of this Agreement, 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. City does not indemnify Vendor.

**13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE.**

*IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THREE TIMES (3X) THE TOTAL AMOUNT PAID TO VENDOR IN ACCORDANCE WITH THIS AGREEMENT, NOR SHALL ANY LIQUIDATED, PENALTY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EXCEED A TOTAL OF \$50,000. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDIES UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE."*

**14. 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.

**15. 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.

**16. 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.

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

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

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

**20. 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) 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.

**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. WARRANTY.** Vendor warrants the Goods in accordance with UV Specification \_\_\_\_\_, as further defined in Vendor's Quote # \_\_\_\_\_, covering the specific Goods ordered, generally under which Vendor warrants to the Customer that during the period ending 18 months after the delivery date or 12 months after the start-up date, whichever occurs first, Goods which are manufactured by Vendor will be free from defects in material and workmanship and will function in accordance with the specifications specified in any quotation. If Vendor breaches this warranty and the Customer notifies Vendor of such breach within 30 days of the end of the applicable warranty period, Vendor will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Vendor for the nonconforming Goods and/or Services Vendor's warranty contains the exclusive remedies for any breach of warranty. Vendor expressly disclaims any remedies of "cover" and any warranties implied by law, including but not limited to any warranty of merchantability or fitness for a particular purpose.

**24. 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.]***

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

\_\_\_\_\_ 20\_\_\_\_.

**CITY OF OLATHE, KANSAS**

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

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

Robert J. Gallimore

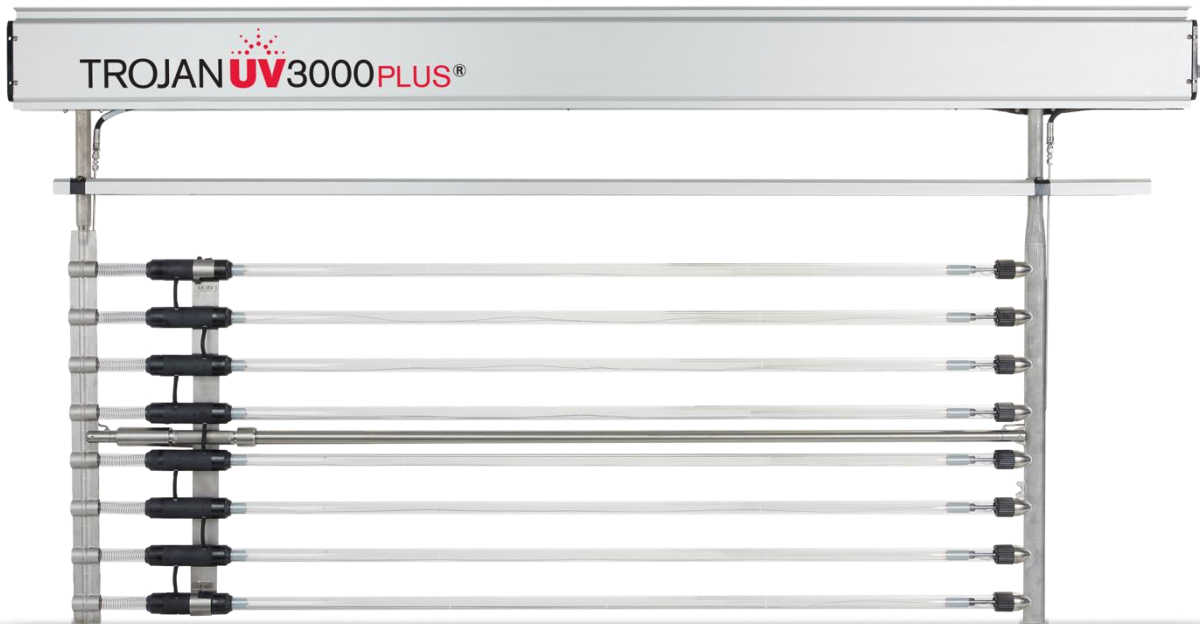
City Attorney or Deputy/Assistant City Attorney

Trojan Technologies ULC

By: Ross O'Rourke  
Ross O'Rourke,  
District Sales Manager

3020 Gore Road  
London Ontario N5V 4T7  
Canada.

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



# TROJAN 3000PLUS®

## PROPOSAL

Prepared for:  
Sabrina Parker  
Harold St WWTP PN 511270  
City of Olathe, KS

**Quote Date: May 20, 2024**

Confidential – Company Proprietary

Presented By:  
Erin Johnson, Trojan Technologies  
3020 Gore Road  
London, ON N5V 4T7 Canada  
913-901-7013  
[centralus@trojantechnologies.com](mailto:centralus@trojantechnologies.com)

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## 1. Trojan Technologies

Trojan Technologies provides water treatment technologies and solutions and with over 45 years of experience and 11,000 installations is a global leader in UV treatment systems. We continue to support our large installed base with a global network of associates, representatives and channel partnerships. With every client partner we work to provide solutions to improve performance and extend equipment life while maintaining compliance saving our customers cost, energy and resources.

## 2. Introduction

Trojan Technologies is pleased to present this proposal for upgrading the UV treatment modules in your existing system to the next generation of TrojanUV3000Plus.

When planning for the end of expected life of your facility consider that construction and engineering for the design and installation of a new UV system account for the majority of costs. When treatment needs are similar, you can keep your existing infrastructure and choose a core component upgrades at a fraction of the cost of building new. Plants can take advantage of the latest features, minimize risk and costs associated with operating and maintaining aged equipment while scheduling upgrades at their preferred timing and as their budget allows.

Module upgrades can help owners and operators extend the life of their existing TrojanUV3000Plus system. Channel dimensions and flow hydraulics are unchanged from the 2007 model of the TrojanUV3000Plus to our newest generation system, meaning no changes to regulatory requirements, no changes to concrete infrastructure and the new generation modules have plug & play compatibility.

Core component upgrades are small investments compared to full plant replacements, in addition if timed right, the costs may be largely offset. UV modules require periodic maintenance and replacement of components. When it comes time to replace these components, you can now consider investing in a complete module upgrade as an alternative to reworking your existing modules. Costs are comparable considering module upgrades include all new lamps, sleeves, seals, module cables, wiring, lamp drivers, and communication cards. The module is a factory assembled and tested unit which installs in only minutes and comes complete with a new warranty.

The TrojanUV3000Plus® has demonstrated effective and reliable performance. Trojan has continued to invest in and evolve the platform and has released the next generation of product. With new features focused on improving the operators daily work, a module upgrade can begin the process of renewing your existing system and head off the challenges of obsolescence and aging equipment.

### 3. Product Information

The TrojanUV3000Plus® has been a core product to the Trojan Ultraviolet product line for over 20 years and a favored technology in wastewater treatment. The product has been continuously refined and improved to meet our customers highest expectations on performance and reliability, with the most recent product generation released in 2022, every TrojanUV3000Plus® module includes the key features described below.

#### Validated Performance and a Lifetime Performance Guarantee

Your existing and the next generation of TrojanUV3000Plus systems are designed and sized based on the same real-world microbial testing and third party bioassay validations that conform to USEPA and NWRI guidelines. The system relies on an extended warranty with a validated end-of lamp-life factor of 98% after 12,000 hours. The validated sleeve transmittance of at least 95% is maintained through the ActiClean® cleaning technology. We use data and insights from the over 2500 TrojanUV3000Plus® installations combined with our validated performance to ensure we continue to meet and exceed your UV treatment needs backed up by our unmatched **Lifetime Performance Guarantee**.

**Customer benefit:** Conforms to standards, continued peace of mind with verified dose for permit compliance

#### Amalgam Lamps

New modules are built around the same proprietary amalgam lamps and electronic ballast technology. The lamp is proven to deliver stable UV output using less energy than competitive technologies. The 250-Watt lamps have been 3rd party validated and proven to deliver 98% of full UV output after more than one year of use.

**Customers benefit:** Reliable dose delivery, prolonged lamp life, lower lamp count

#### Integra™ Lamp Assembly:

The use of quartz sleeves to protect a UV lamps is customary on UV systems. The lamps are fixed and sealed into the sleeve in a variety of methods. However, there are some challenges with this design as handling during installation or removal can be prone to breakage, or improper sealing causing leaks into the lamp assembly. In response to this, Trojan's newest lamp design, available through this modules upgrade, is a patented and unique fully sealed integrated lamp and sleeve assembly. The entire assembly is water-tight, with a fewer number of parts to manage, no special handling and a reduction in lamp installation time by more than 50%.

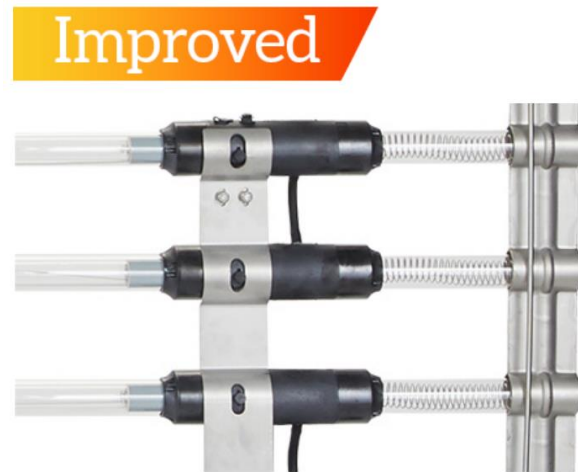


**Customers benefit:** Fewer breaks and leaks, easier maintenance, simple to order & inventory

## Automatic Lamp Sleeve Cleaning

The ActiClean® system, unique in the industry, uses both mechanical wiping and chemical cleaning which cleans 50% more effectively than mechanical wiping alone ensuring consistent UV dose delivery. The ActiClean® system has been 3rd party validated to maintain 95% UV transmittance without disruption to operations. New modules have improved cleaning system with longer canisters that hold twice the amount of cleaning gel for fewer refills and longer contact time during wiping from improved cleaning performance. Hose connections are larger and stronger, and the canister layout is optimized reducing the potential for clogs and breakage.

**Customer Benefit:** No downtime for cleaning, consistent UV performance, reduced maintenance



## Modular Design with Plug & Play Compatibility

The TrojanUV3000Plus® has been designed for easy maintenance and simple installation through its modular components. The self-contained 6P rated UV modules protect cables, lamps and electronic ballasts from effluent and UV light while using convective natural cooling to ensure lasting performance. The new generation modules are directly compatible with 2007 model systems. The module is factory assembled and factory tested and can be installed in minutes.

**Customer benefits:** Lower installation costs, fewer start-up issues, product longevity

## Support and Service

Your partner in UV treatment, owners and operators have access to free technical service assistance 24/7 through a toll-free number. Leverage the experience of Trojan with guided troubleshooting, local service, analytical services, in-stock replacement parts and our global network of trained & certified technicians.

## 4. Design Criteria

The updated TrojanUV3000Plus modules will support the exiting systems treatment objectives at Harold St WWTP summarized below.

|                         |   |
|-------------------------|---|
| Peak Design Flow:       | <b>6.40 MGD</b>   |
| UV Transmittance:       | <b>55% UVT minimum</b>  |
| Total Suspended Solids: | <b>≤ 30 mg/L Based on a 30 Day Average</b>                              |
| Treatment Limit:        | <b>&lt; 200 Fecal Coliform / 100mL Based on a 30 Day Geometric Mean</b> |
| Design Dose:            | <b>40</b>   |

The new modules will have the same configuration as your existing system which is detailed below.

| <b>TrojanUV3000Plus 2022 Module Configuration</b>  |                        |
|--|------------------------|
| Number of Channels:                                | <b>1</b>               |
| Total Number of Banks                              | <b>2</b>               |
| Number of UVI Sensors                              | <b>1 per bank</b>      |
| Number of Modules per Bank                         | <b>10 Modules/bank</b> |
| Number of Lamps per Module                         | <b>6 Lamps/module</b>  |
| Lamp Spacing                                       | <b>4 inch</b>          |
| Total Number of Integra Integrated Lamp Assemblies | <b>120 lamps</b>       |

## 5. Scope & Pricing

| <b>Item Description</b>  | <b>QTY</b>    | <b>Price (USD)</b>                       |
|--|---------------|--|
| TrojanUV3000Plus Modules (including UVI sensors as configured) | 20            | \$231,038.20<br>(\$11,551.91 per module) |
| TrojanUV3000Plus Spare Module                                  |               |  |
| Spare Integra Lamp Assembly 4 Pack (PN 316670-004)             | 2             | \$1,968.00 per 4 pack                    |
| <b>Freight</b>   | <b>1</b>      | Determined at time of order              |
|  | <b>TOTAL:</b> | <b>\$234,974.20 + freight</b>            |

This price excludes any taxes that may be applicable and is valid for 90 days from the date of this letter.

Quoted equipment is supplied as loose shipped equipment. Any and all electrical, mechanical or civil works is within the Buyer scope of supply along with any item not mentioned within the Trojan scope outlined above.

Installation and start up services are based on estimates of typical site layouts and operating conditions. If actual labor time substantially vary, we will calculate additional work based on standard labor rates.

## 6. Equipment Warrantees

1. Trojan Technologies warrants all components of the system (excluding UV lamps) against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment, whichever comes first.
2. UV lamps purchased are warranted for 12,000 hours of operation or 3 years from shipment, whichever comes first. The warranty is pro-rated after 9,000 hours of operation. This means that if a lamp fails prior to 9,000 hours of use, a new lamp is provided at no charge.

Electronic ballasts are warranted for 5 years, pro-rated after 1 year.

## 7. Delivery

Delivery of UV Modules is 10-12 weeks after receipt of order. Module availability will not be confirmed until a Purchase Order has been received and acknowledged by Trojan.

\*spare Integra lamp assemblies are available beginning April 2023 due to packaging delay\*

## 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, listing the City as certificate holder, and additional insured endorsements for requested coverages.
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.