

AGREEMENT
BETWEEN OWNER AND VENDOR

THIS AGREEMENT is dated as of the _____ day of _____, 2024 (“Effective Date”), by and between the City of Olathe, Kansas (“Owner”) and Trojan Technologies Group ULC (“Vendor”). Owner and Vendor (collectively, “Parties”), in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Vendor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Cedar Creek PLC Replacement Project, PN 1-C-001-24. Project work shall consist of upgrades to the Trojan UV Disinfection System at Cedar Creek and Harold Street Wastewater Treatment Plants. Work will be outlined in the Vendor Quote attached.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Cedar Creek PLC Replacement Project, PN 1-C-001-24.

ARTICLE 3 – ENGINEER

- 3.01 Intentionally deleted.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Days*

A. The Work will be completed no later than 500 days after the date when the contract has been executed.

- 4.03 *Liquidated Damages*

A. No liquidated damages.

- 4.04 Intentionally deleted.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Vendor for completion of the Work in accordance with the Contract Documents in current funds the amount that follows, subject to adjustment under the Contract:

\$ 185,336.32 _____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Vendor shall submit Applications for Payment in accordance with Item No. 28 of the Instructions to Bidders. Applications for Payment will be processed by the City for payment.

6.02 Progress Payments; Retainage

- A. Net 30 days after final SCC installation or Net 60 days after shipment, whichever occurs earlier,
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, in accordance with the Contract.
 - a. 95% percent of Work completed (with the balance being retainage) and
 - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price.

ARTICLE 7 – INTEREST

7.01 Intentionally deleted.

ARTICLE 8 – VENDOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Vendor makes the following representations:

- A. Vendor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Vendor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Vendor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Vendor has carefully studied all: reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site. Vendor has considered the information known to Vendor itself; information commonly known to vendors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Vendor; and (3) Vendor’s safety precautions and programs, if any such reports and drawings are so identified.
- E. Based on the information and observations referred to in the preceding paragraph, Vendor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- F. Vendor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Vendor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Vendor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Vendor's entry into this Contract constitutes an incontrovertible representation by Vendor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to __, inclusive).
 - 2. Performance & Maintenance bond (pages __to __, inclusive).
 - 3. Statutory bond (pages __to __, inclusive).
 - 4. Instructions to Bidders and General Conditions (pages __to __, inclusive).
 - 5. Exhibits to this Agreement (enumerated as follows):
 - a. ARPA Contractual Provisions
 - b. Vendor's Bid (pages ____to ____, inclusive).
 - c. Certificates (Compliance with Personnel Practices, Good Standing to Conduct Business in Kansas, Insurance).
 - 6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in this Agreement.

ARTICLE 10 – MISCELLANEOUS

- 10.01 *Terms*: Terms used in this Agreement will have the meanings stated in the Instructions to Bidders and General Conditions.
- 10.02 *Assignment of Contract*: Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.03 *Successors and Assigns*: Owner and Vendor each represent that they are duly authorized to enter into the Contract, and binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.04 *Severability*: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Vendor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 *Vendor's Certifications*: Vendor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
- A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 10.06 *Insurance*
- A. Vendor will procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Project.
 - B. Coverages and minimum limits.

1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$2 million.
 2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
 3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$500,000/\$500,000/\$500,000.
 4. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
 5. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Vendor nor has the City assessed the risk that may be applicable to Vendor. Vendor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The vendor's insurance shall 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. Additional Insured. The insurance policy must be endorsed to name the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Verification of Coverage.
1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City.
 2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A-: VII. Those not meeting this standard must be approved by City.
 3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claim's office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above-described coverages shall be the responsibility and at the sole risk of the Vendor.
 4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
 5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post contract.
- E. Cancellation. Each insurance policy required by this clause shall not be suspended, voided, or canceled party, except after Vendor has provided thirty (30) days' written notice to the City.
- F. Subcontractors. All coverages for subcontractors shall be subject to all of the requirements stated herein.

10.07 Other Provisions

- A. General Warranty and Guarantee. Vendor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective (.
- B. Supervision. Vendor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents).
- C. Labor. Vendor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform it as required by the Contract Documents. Vendor shall at all times maintain good discipline and order at the Site.
- D. Owner May Stop the Work. If the Work is defective, or Vendor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Vendor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Vendor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.
- E. 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 and accepted by both Parties to this Agreement.
- F. Amendments and Modification. Changes in Project scope or additional services may be mutually agreed to by the Parties in writing. Vendor will correct or revise any errors or deficiencies in its designs, drawings, specifications, or workmanship without additional compensation when due to Vendor's negligence or other actionable fault.
- G. Applicable Law, Jurisdiction, and 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. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.
- H. Ambiguity and Hierarchy of Interpretation. If any ambiguity, inconsistency or conflict arises in the interpretation of the Contract Documents, the same will be resolved by reference first to the terms and conditions of this Agreement, and then to the Instructions and General Conditions, then the Vendor's Bid, and then to other Contract Documents.
- I. Dispute Resolution. City and Vendor agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct 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; provided, however, that notwithstanding any such dispute, Vendor will proceed with the work as if no dispute existed, and City will continue to make payment for Vendor's completed work; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.
- J. Vendor's aggregate liability under the Agreement shall be limited to three times the amount established in this Agreement as the Contract Price. In no event shall either party be liable for any indirect, special or consequential damages.

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IN WITNESS WHEREOF, Owner and Vendor have signed this Agreement.

OWNER:

VENDOR:

City of Olathe, Kansas

By: _____

By: Ross O'Rourke

Title: Mayor

Title: District Sales Manager

(If Vendor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

P.O. Box 768

Olathe, KS 66051-0768

Address for giving notices:

Vendor's Phone Number

License No.: _____

(where applicable)

Agent for service of process:

Ross O'Rourke

If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Approved as to form:

City Attorney/Deputy City Attorney/Assistant City Attorney

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CITY OF OLATHE, KANSAS
PERFORMANCE & MAINTENANCE BOND

_____, as surety ("Surety"), and _____, as principal ("Vendor"), enter into and execute this Bond ("Performance Bond"), and bind themselves in favor of the City of Olathe, Kansas as obligee ("Owner"), in the initial amount of \$_____, which amount is one hundred percent (100%) of the Contract Sum, or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Vendor and Owner, (the "Penal Sum").

WHEREAS, the Vendor has executed a contract with the Owner dated _____ under City Project No. _____ to timely and fully provide all labor, tools, equipment and materials or supplies in conformance with generally accepted standards for quality, skill and construction of similar projects in a workmanlike manner, as designated, described and required by the Instruction to Bidders, Bid Proposal, the Contract Documents, General and Technical or Special Specifications of the Contract, Plans, and any Written Addendum's or Change Orders, (hereinafter collectively referred to as the "Contract"), as may be necessary to ensure the timely completion of the _____ Project in the City of Olathe, Johnson County, Kansas (the "Project");

WHEREAS, the Owner has required the Vendor to furnish this Performance and Maintenance Bond as a condition to executing the Contract with the Vendor, and has further required the Vendor to guarantee and maintain the Project work in accordance with the Contract for a period of two (2) years from the date of final payment.

It is agreed if the Vendor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Contract, according to the true intent and meaning in each case, and the Project improvements shall be constructed in accordance with the Contract so as to endure without defect and need of repair for a period of two (2) years from the date of final payment, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

The Surety and the Vendor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

- 1) The Contract is incorporated by reference and made a part of this Bond. The Surety and the Vendor are bound for the full performance of the Contract including without exception all of the Contract Documents as designated, defined and described in the Contract, and in accordance with the Olathe Technical Specifications and Design Criteria Manual) and all terms and conditions, both express and implied.
- 2) If the Owner shall provide to Surety the written notice of the Owner stating that the Vendor is in breach or default of the Contract, and that such breach or default remains uncured by the Vendor, then upon delivery of such notice to the Surety in the method for providing notices as set forth in Paragraph 7 below, Surety must promptly notify the Owner in writing which action it will take as permitted in Paragraph 3.
- 3) Upon the delivery of the Owner's written notice of breach or default by the Vendor as provided in Paragraph 2 above, the Surety may promptly remedy the breach or default or must, within ten (10) days, proceed to take one of the following courses of action:

- a. **Proceed Itself.** Complete performance of the Contract including correction of defective and nonconforming Work through its own vendors or employees, approved as being acceptable to the Owner, in the Owner's sole discretion, provided, however, that Vendor will not be retained, and provided further that Owner's discretion to approve Surety's vendor will not be unreasonably withheld as to any vendor who would have qualified to offer a proposal on the Contract and is not affiliated with the Vendor. During this performance by the Surety the Owner will pay the Surety from its own funds only those sums as would have been due and payable to the Vendor under the Contract as and when they would have been due and payable to the Vendor in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the Owner under the Contract. During this performance Surety's payment and performance bond must remain in full force and effect; or
- b. **Tender a completing vendor acceptable to Owner.** Tender a vendor, approved as being acceptable to the Owner (in the Owner's sole discretion), together with a contract for fulfillment and completion of the Contract executed by the completing vendor, to the Owner for the Owner's execution. Owner's discretion to approve Surety's completing vendor will not be unreasonably withheld as to any vendor who would have qualified to offer a proposal on the Contract and is not affiliated (as defined in the General Conditions of Contract) with the Vendor. Owner's discretion to approve Vendor as the completing vendor, however, shall be in Owner's sole subjective discretion. Upon execution by the Owner of the contract for fulfillment and completion of the Contract, the completing vendor must furnish to the Owner a performance and maintenance bond and a separate statutory payment bond, each in the form of those bonds previously furnished to the Owner for the Project by the Vendor. Each such bond must be in the Penal Sum of the full cost to complete the Contract. The Owner will pay the completing vendor from its own funds only those sums as would have been due and payable to the Vendor under the Contract as and when they would have been due and payable to the Vendor in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the Owner under the Contract. To the extent that the Owner is obligated to pay the completing vendor sums which would not have then been due and payable to the Vendor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the Contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Vendor is tendered to the Owner so that the Owner can utilize those sums in making timely payment to the completing vendor; or
- c. **Tender the Full Penal Sum.** Tender to the Owner the full Penal Sum of the surety bond. The Owner will refund to the Surety without interest any unused portion not spent by the Owner procuring and paying a completing vendor or completing the construction contract itself, plus the cost allowed under Section 4, after completion of the contract for fulfillment and completion of the Contract and the expiration of any applicable warranties; or
- d. **Other Acts.** Take any other acts mutually agreed upon in writing by the Owner and the Surety.
- e. **IT SHALL BE NO DEFENSE TO SURETY'S OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT THE VENDOR CONTENDS THAT IT IS NOT IN**

BREACH OR DEFAULT OF THE CONTRACT, OR THAT THE NOTICE OF BREACH OR DEFAULT WAS DEFECTIVE, OR THAT THE VENDOR HAS RAISED ANY OTHER CLAIM OF DEFENSE OR OFFSET, PROVIDED ONLY THAT SURETY HAS RECEIVED THE WRITTEN NOTICE OF THE OWNER AS SPECIFIED IN PARAGRAPH 2.

- 4) In addition to those duties set forth herein above, the Surety must promptly pay the Owner (i) all losses, costs and expenses resulting from the Vendor’s breach(es) or default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the contract, for lost use of the Project, plus (iii) re-procurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall Surety’s liability exceed the Penal Sum of this Bond.

- 5) The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work to be performed. The parties expressly agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Sum more than 25 percent (25%), so as to bind the Vendor and the Surety to the full and faithful performance of the Agreement so amended. The term "*amendment*" or "*modification*" wherever used in this Bond, and whether referring to this Bond or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.

- 6) The Surety provides this Performance and Maintenance Bond for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors, and assigns. No other party, person or entity has any rights against the Surety.

- 7) All notices to the Surety, the Vendor or the Owner must be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY

Name: _____
Attention: _____
Street: _____
City, State, ZIP: _____

VENDOR

Name: _____
Attention: _____
Street: _____
City, State, ZIP: _____

OWNER

City of Olathe, Kansas
Attn: Sabrina Parker, Project Manager
P.O. Box 768
Olathe, KS 66051-0768

with a copy to:

City Attorney's Office
P.O. Box 768
Olathe, KS 66051-0768

- 8) The recitals contained in this Performance and Maintenance Bond are incorporated by reference herein and are expressly made part of this Performance and Maintenance Bond.
- 9) This Performance and Maintenance Bond shall be governed by, and construed in accordance with, the laws of the State of Kansas without regard to its conflict of laws provisions.
- 10) In the event any legal action shall be filed upon this Performance and Maintenance Bond, venue shall lie exclusively in the District Court of Johnson County, Kansas.

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IN TESTIMONY WHEREOF, said Vendor has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

_____ ,
on this, the _____ day of _____, 20__.

Vendor

Surety

(Typed Firm Name)

(Typed Firm Name)

(Seal)

(Seal)

By: *Ross O'Rourke*

(Signature)

By:

(Signature)

Ross O'Rourke

(Printed Name)

(Printed Name)

District Sales Manager

(Title)

(Title)

(Address)

(Address)

403.461.4068

(Phone Number)

(Phone Number)

April 11th 2024

(Date of Execution)

(Date of Execution)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

NOTES:

1. Date of bond must not be prior to date of contract.
2. If Vendor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Facts Authority from the surety company certified to include the date of the bond.

NOTE: Cost of bonds \$850.00

**CITY OF OLATHE, KANSAS
STATUTORY BOND**

_____, a _____, organized under the laws of the state of _____, and authorized to do business in the state of Kansas, as surety ("Surety"), and _____, as principal ("Vendor"), enter into and execute this Bond ("Statutory Bond"), and bind themselves unto the City of Olathe, Kansas and any Beneficiary of this Statutory Bond, in the initial amount of \$_____, which amount is one hundred percent (100%) of the Contract Sum, or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Vendor and the City of Olathe as Owner, (the "Penal Sum").

WHEREAS, the Vendor has executed a contract with the Owner dated _____ under City Project No. _____ to timely and fully provide all labor, tools, equipment and materials or supplies in conformance with generally accepted standards for quality, skill and construction of similar projects, in a workmanlike manner, designated, described and required by the Instruction to Bidders, Bid Proposal, the Contract, General and Technical or Special Specifications of the Contract, and any Written Addendum's or Change Orders, (the "Contract"), used or consumed in connection with or in or about the _____ Project in the City of Olathe, Johnson County, Kansas (the "Project");

WHEREAS, the Owner has required the Vendor to guarantee payment of all labor, materials, tools, equipment or supplies furnished pursuant to the Contract for the Project that were used or consumed in connection with or in or about the Project, and all indebtedness incurred for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project, and

WHEREAS, the Owner has required the Vendor to furnish this Statutory Bond as a condition to awarding and executing the Contract with the Vendor, to guarantee the stated obligations.

NOW THEREFORE, if the Vendor and the subcontractors of the Vendor shall pay all indebtedness incurred for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project, or the making of the Project improvements described in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect;

The Surety and the Vendor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

- 1) The Contract is incorporated by reference and made a part of this Bond. The Surety and the Vendor are bound for the full performance of the Contract and all of the terms and conditions, both express and implied, and, without limitation, specifically including the Vendor's obligation to pay all indebtedness incurred for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project.
- 2) For purposes of this Statutory Bond, "Beneficiary" is defined as any person or entity to whom there is due any sum for labor, materials, tools, equipment or supplies furnished pursuant to the Contract for the Project that were used or consumed in connection with or in or about the Project, or whom otherwise incurred indebtedness for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project, and any such person or entity's assigns.

- 3) In no event is the Surety obligated hereunder for sums in excess of the Contract Sum or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Vendor and Owner.
- 4) Upon receipt of a claim from a Beneficiary hereunder, the Surety must promptly, and in no event later than thirty (30) days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the Owner) by:
- a. making payment of all sums not in dispute; and
 - b. stating the basis for disputing any sums not paid.
- 5) The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work to be performed in connection with the Project. The parties expressly agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Sum more than 25 percent (25%), so as to bind the Vendor and the Surety to the full and faithful performance of the Contract so amended. The term "*amendment*" or "*modification*" wherever used in this Bond, and whether referring to this Bond or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.
- 6) METHOD OF NOTICE. All notices to the Surety, the Vendor or the Owner must be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY

Name: _____
Attention: _____
Street: _____
City, State, ZIP: _____

VENDOR

Name: _____
Attention: _____
Street: _____
City, State, ZIP: _____

OWNER

City of Olathe, Kansas
City Hall
Attn: Sabrina Parker, Project Manager
P.O. Box 768
Olathe, Kansas 66051-0768

with a copy to:

City Attorney's Office
P.O. Box 768
Olathe, KS 66051-0768

- 7) The recitals contained in this Statutory Bond are expressly made part of this Statutory Bond.
- 8) This Statutory Bond shall be governed by, and construed in accordance with, the laws of the State of Kansas without regard to its conflict of laws provisions.
- 9) In the event any legal action shall be filed upon this Statutory Bond, venue shall lie exclusively in the District Court of Johnson County, Kansas.

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IN TESTIMONY WHEREOF, said Vendor has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

on this, the _____ day of _____, 20__.

Vendor

Surety

Trojan Technologies Group ULC

(Typed Firm Name)

(Typed Firm Name)

(Seal)

(Seal)

By: *Ross O'Rourke*

(Signature)

By:

(Signature)

Ross O'Rourke

(Printed Name)

(Printed Name)

District Sales Manager

(Title)

(Title)

(Address)

(Address)

403.461.4068

(Phone Number)

(Phone Number)

April 11th 2024

(Date of Execution)

(Date of Execution)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

CITY OF OLATHE, KANSAS
PROCUREMENT DIVISION

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

1. DEFINITIONS (AS USED HEREIN):

- a. The term "bid" means the offer by the bidder.
- b. The term "bidder" means the person or organization responding to the solicitation.
- c. The term "vendor" means a person or organization who is the successful bidder and who enters into a contract with the City.
- d. The term "change order" means a written order from the Procurement Manager directing the vendor to make changes to a contract.
- e. The term "City" means the City of Olathe, Kansas.
- f. The term "City Council" means the governing body of the City of Olathe.

2. ACCEPTANCE OF OFFER: The submitted Vendor Quote is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Price Agreement, or other contractual document.

3. FIRM PRICES: By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

4. ESTIMATED QUANTITIES: Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

5. AWARD: Award will be made to the Vendor Quote, which will be judged on the basis of quality, delivery time, references, payment terms, and in the best interest of the City of Olathe, all factors being considered.

The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.

The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.

Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

6. BRAND NAMES: If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.

7. VARIATIONS OF SPECIFICATIONS: For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate

any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.

8. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
9. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
10. **ACCEPTANCE OF MATERIAL:** The material and services delivered under this bid are deemed accepted upon delivery. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective, does not conform to specifications, and Vendor does not replace or repair the defective product or service, the City reserves the right to cancel the order upon written notice to the vendor and return product to vendor at the vendor's expense.
11. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing codes and regulations.
12. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.

All deliveries are to be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.
13. **THIRD PARTY FREIGHT SERVICE:** The City of Olathe may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
14. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
15. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
16. **CONFLICT OF INTEREST:** The vendor, by signing the affidavit form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

17. **TAXES:** The City of Olathe is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request; Kansas Tax Exempt No. KS6XLHVA1, exp 11/01/2014.
18. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
19. **PERSONNEL PRACTICES:** Successful bidder must comply with K.S.A., 44-1030 et. seq. mandatory provisions of the Kansas Acts Against Discrimination as applied to state and local government contracts, which: (1) prohibits discrimination against any person in the performance of work under this contract because of race, religion, color, sex, national origin or ancestry; (2) requires solicitations or advertisements for employees to include the phrase "equal opportunity employer"; and (3) allows the City to terminate their contract for default if provisions of the act are violated.

Chapter 2.44 of the Olathe Municipal Code also prohibits discrimination against individuals in the performance of this contract as a matter of concern to the City, since such discrimination threatens not only the rights and privileges of the inhabitants of the City, but menaces the institutions and foundations of a free democratic state. The affirmative action program is designed to insure a good faith effort will be made to employ applicants and to treat employees during employment equally without regard to race, color, creed or religion, physical handicap, national origin or sex.

All bidders who are awarded a Class I Contract (\$10,000 or more in aggregate) are required to complete a Questionnaire on Personnel Practices for the City's Office of Fair Housing and Equal Opportunity, 200 West Santa Fe, Olathe KS 66061, 913-971-6493. Form must be completed and approved by the FHEO before contract for goods or services is in effect. Approved vendors will be issued a certification number by FHEO. Certification must be renewed annually. The Questionnaire must be completed as a part of the vendor registration process on www.PublicPurchase.com.

The City of Olathe actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The vendor shall establish appropriate procedures and controls so no services or products in response to this IFB will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

20. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. Termination for Convenience

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause

Termination by the City for cause, default or negligence on the part of the vendor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds

When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.

21. **W-9 REQUIREMENT:** The City of Olathe requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all vendors that do business with the City of Olathe. The Form W-9 verifies the Tax Identification Number of the vendor so the City can correctly report to the IRS all funds paid to the vendor. A W-9 Form must be completed as a part of the vendor registration process. Form W-9 can also be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Payment shall not be made to vendor without a current W-9 form being filed with the City of Olathe.
22. **DEFAULT OF CONTRACT:** In case of default by the vendor, the City may procure the items or services from other sources and hold the vendor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
23. **PERFORMANCE BOND:** At the discretion of the Procurement Manager, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Kansas. The cost of the bond shall be included in the bidder's offer.
24. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Procurement Manager of the City of Olathe.
25. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
26. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties. Vendor will warrant that products and services are free from defects and meet all specifications for one year from delivery for goods and 90 days for services. For a warranty claim, nonconforming or defective goods/services will be repaired, replaced, reserviced, or refunded, as the exclusive remedy. Vendor also disclaims implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether or not known to Vendor. All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Vendor recommendations, (c) operating conditions at the Owner site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
27. **PURCHASING CARDS:** The City of Olathe has implemented a procurement card program to streamline its purchasing process and to expedite payments to its suppliers. We encourage your acceptance of the City's VISA P-card. Payments made to the successful bidder of this solicitation process will, if at all possible, be by use of a VISA Purchasing Card.
28. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Division, apolathe@olatheks.org or mail to PO Box 768, Olathe KS 66051-0768. Normal pay periods for the City are every other Friday.
29. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the state of Kansas.
30. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

1. Vendor shall give written notice to the Procurement Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the vendor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the vendor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Procurement Manager retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Manager any proposed increase is found unacceptable, the Procurement Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Vendors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Vendor will put the Procurement Manager on the mailing lists for such publications so the Procurement Manager can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
31. **CERTIFICATE OF GOOD STANDING:** All vendors awarded a contract in the amount of \$25,000 or higher are required to submit a current Kansas Certificate of Good Standing to the City with a valid verification code, upon award of contract. The Certificate is issued by the Kansas Secretary of State's Office and affirms that a business has complied with the applicable provisions of the laws of the state of Kansas, is in good standing, and authorized to transact business or to conduct affairs within this state. Access the Kansas Secretary of State website at http://www.sos.ks.gov/other/articles_of_formation.html for information. Kansas companies can file online. Foreign companies cannot yet file online. Foreign companies would need to complete and submit the FA, FL, FLLP, or LPF forms to receive the information needed to register with the Secretary of State then get a Certificate of Good Standing thereafter. You may call the Kansas Secretary of State office at 785-296-4564 if you have questions.

CITY OF OLATHE
AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT ADDENDUM

In accordance with laws, regulations, and provisions related to the use of the funds received under the federal American Rescue Plan Act (“ARPA”), Contractor agrees to comply with the applicable provisions of this Addendum. The terms used have the meaning specified in the applicable statute, law, or regulation.

A. Documentation of Compliance and Eligibility, Cooperation with Audits or Reviews, Document Retention, and Other Requirements.

1. Contractor agrees that, upon City request, Contractor will document compliance with any terms and conditions set forth by the federal government (including but not limited to the Department of Treasury) related to use of ARPA funds.
2. Contractor agrees that, upon City request, Contractor will report detailed costs and provide supporting documentation to confirm eligibility for ARPA funds.
3. Contractor agrees to cooperate with any local, state, or federal review, audit, or investigation related to this Contract including but not limited to: 1) producing documents and making individuals available for interviews, and 2) allowing access by local, state, or federal agencies to audit the Contractor’s books and records related to ARPA funds.
4. Contractor hereby agrees to maintain records and financial documents related to this Contract for five (5) years after all ARPA funds used for this Contract have been expended, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

B. Assurances of Compliance with Title VI of the Civil Rights Act of 1964, 31 C.F.R. Part 22 (U.S. Department of Treasury Regulations).

1. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, 42 U.S.C. §§ 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.
2. *Contractor agrees to include the preceding paragraph in all subcontracts under this Contract.*

C. Equal Employment Opportunity, 2 C.F.R. Part 200 Appendix II(C).

If this Contract is a Federally Assisted Construction Contract (as defined in 41 C.F.R. 60-1.3) exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary

of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the

Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Copeland “Anti-Kickback” Act, 2 C.F.R. Part 200 Appendix II(D).

For Construction Contracts in excess of \$2,000: Contractor and Subcontractors shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145; 18 U.S.C. 874) as supplemented by Department of Labor regulations (29 C.F.R. part 3). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), 2 C.F.R. Part 200 Appendix II(E).

For Contracts in excess of \$100,000 that involve employment of mechanics or laborers: Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Rights to Inventions Made Under a Contract or Agreement, 2 C.F.R. Part 200 Appendix II(F).

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), 2 C.F.R. Part 200 Appendix II(G).

For Contracts in excess of \$150,000: Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. Debarment and Suspension (Executive Orders 12549 and 12689), 2 C.F.R. Part 200 Appendix II(H) and U.S. Department of Treasury Local Fiscal Recovery Fund Award Terms and Conditions § 9(b)(iv).

Contractor hereby certifies they are not debarred, suspended or otherwise excluded from holding contracts involving federal funds, and is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

1. Due to its receipt of Fiscal Recovery Funds, City is a participant in a nonprocurement transaction (defined at 2 C.F.R. 180.970) that is a covered transaction pursuant to 2 C.F.R. 180.210 and 31 C.F.R. 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. 180.220(b)(1); 31 C.F.R. 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. 180.220(b)(2); 31 C.F.R. 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. 180.220(b)(3); 31 C.F.R. 19.220(b)(3)).
2. If this Contract is a covered transaction as set forth in the paragraph above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. 180.995), and the affiliates (defined at 2 C.F.R. 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. 180.935) and are not disqualified (defined at 2 C.F.R. 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. 19.120(a), (1) this Contract shall be void, (2) City shall not make any payments of federal financial assistance to Contractor, and (3) City shall have no obligations to Contractor under this Contract.
3. ***Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters.*** This certification is a material representation of fact relied upon by the City, and all liability arising from an erroneous representation shall be borne solely by Contractor.

4. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to the City, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), 2 C.F.R. Part 200 Appendix II(I).

1. Contractor hereby certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor has disclosed and will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
2. *Contractors that bid or apply for a Contract exceeding \$100,000 (including this Contract, if applicable) must file with the City the attached certification form, and must also cause any Subcontractor (at any Tier) exceeding \$100,000 to file with the Tier above it the attached certification (Attachment 1).*
3. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Procurement of Recovered Materials, 2 C.F.R. Part 200 Appendix II(J), 2 C.F.R. 200.323, and 40 C.F.R. Part 247.

1. This section applies if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during the City’s preceding fiscal year exceeded \$10,000.
2. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA’s [Comprehensive Procurement Guideline Program website](#). Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

I. Prohibition on certain telecommunications and video surveillance services or equipment, 2 C.F.R. Part 200 Appendix II(K), 2 C.F.R. 200.216, and Public Law 115-232 Section 889.

1. Contractor is prohibited from obligating or expending loan or grant funds to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
2. As described in Public Law 115–232, section 889, covered telecommunications equipment is: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

J. Domestic Preferences for Procurements, 2 C.F.R. Part 200 Appendix II(L), 2 C.F.R. 200.322.

1. For the purposes of this Section, the terms below are defined as:
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
2. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section must be included in all subawards including all contracts and purchase orders for work or products under this award.

K. Other Applicable Federal Statutes, Laws, and Regulations Prohibiting Discrimination.

Contractor agrees to comply with:

1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

L. Other Applicable Federal Statutes, Laws, Regulations and Provisions.

1. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
2. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and Contractor is encouraged to establish workplace safety policies to decrease accidents caused by distracted drivers.
3. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

**ATTACHMENT 1 TO CITY OF OLATHE ARPA CONTRACTUAL ADDENDUM
BYRD ANTI-LOBBYING CERTIFICATION – 31 C.F.R. PART 21**

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form - LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.
CHECK BOX IF SUBMITTING STANDARD FORM – LLL: ☐
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Ross O'Rourke

Signature of Contractor's Authorized Official

Ross O'Rourke

Name and Title of Contractor's Authorized Official

April 11th 2024

Date

UV3PLUS™ DISINFECTION SYSTEM SCC UPGRADE- PLC L71

For

OLATHE CEDAR CREEK, KS WWTP

Project: 511619

SF: 211378

OLATHE HAROLD ST, KS WWTP

Project: 511270

SF: 211377

Date: November 9, 2023.

NOTICE

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distributed to parties not directly associated with the**

OLATHE CEDAR CREEK, KS WWTP

OLATHE HAROLD ST, KS WWTP

without the express written permission of Trojan Technologies.

SYSTEM CONTROL CENTRE (SCC) Upgrade Recommendations

A proposal to upgrade the existing System Control Center (SCC) is enclosed for your review. The recommended scope of work, equipment and services are described on the enclosed pages and should you require any clarification or if you have any questions then please call or email.

The sites existing SLC 505 controller is now obsolete. In order to control both Inlet Gates, Weir Gates as well as the 2 channels x 2 banks per channel from the Trojan SCC, Trojan is proposing Allen Bradley Control Logix L71 PLC based system. To save some cost, we also suggest keeping the existing enclosure and upgrading the backplate with the new components described. This way power and field wiring remain in place, thus providing a faster, more cost effective changeover.

Options also include:

Upgrading the Twido HSC processor which is also obsolete

Sincerely,

Trojan Technologies

OLATHE CEDAR CREEK, KS WWTP

System Control Center (SCC) Scope of Supply: Parts

The UV SCC shall consist of the components as detailed in the table below. The price does not allow for site installation services. Site service is described separately.

QTY	DESCRIPTION	UNIT MODEL NUMBER / COMMENT
1	Processor: Allen Bradley Control Logix 1756-L71	ControlLogix 5571 Controller
1	Operator Interface: PanelView Plus 7-1000, adaptor plate, SD Card	Touchscreen T711P-T10C22D9P
1	Power Supply 1756-PB75	ControlLogix, 85-265 VAC Power Supply (13 Amp @ 5V)
1	EtherNet 1756-ENBT	EtherNet 10-100M Interface Module (supports 64 TCP/IP connections)
1	Control Logix Chassis 1756-A10	10 Slot Chassis
1	Prosoft Card (Modbus Serial)	MVI56E-MCM
2	Analog Inputs (8 channel card) 1756-IF8 – 4-20Ma	Flow 1, UVT, Ch1 Level, Weir 1 Position, Flow 2, UVT, Ch2 Level, Weir 2 Position
1	Digital Inputs (16 channel cards) 1756-IA16 - 120VAC	Ch1 Inlet Gate Remote, Opened, Closed, Ch2 Inlet Gate Remote, Opened, Closed, Ch1 Weir Remote, Fault, Ch2 Weir Remote, Fault, Sampler 1 Fail, Sampler 2 Fail, Scc on Ups, UPS Failure
1	Digital Outputs (16 channel card) 1756-OA16 - 120VAC	Minor Alarm, Major Alarm, Critical Alarm, Ch1 Inlet Gate Open, Close, Ch2 Inlet Gate Open, Close, Ch1 Weir Gate Open, Close, Ch2 Weir Gate Open, Close
1	Analog Outputs (2 channel card) 1756-OF2	Flow 1, Flow 2
1	UPS, 1000VA, 120VAC,	Power ware or equivalent
1	New backplate. Trojan will re-use site enclosure and provide all new required parts on a new backplate to fit within the existing enclosure.	
1	PLC and HMI programming (after in house testing & verification) to be downloaded and configured to site control philosophy:	
	Total Price Hardware SCC USD\$	60, 006.25
	Total Price Software	19, 500.00

	Total Price SCC USD\$	79,506.25
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Scope of Supply: Site Service

The following site service will be required to complete the inspection, commissioning and startup of the new SCC and Hach UVAS.

Description	Certified Service Technician	Total Price (US\$)
Service Travel Days	2	1,900.00
Site Days required, estimated, invoice @ actual	3	4950.00
Total Service Price US\$		6,850.00

Site Responsibility (SCC Upgrade):

Site will be responsible for:

1. Approval (or approval as noted) of the submittal drawing(s)
2. Allowing system to be put in Local mode for up to one(1), eight (8) hour day.
3. Assisting with removal of existing SCC backplate
4. Assisting with the installation, mounting, of the new SCC backplate
5. Any new or existing power, analog or communications wiring that is too short for direct connection to new SCC will have to be replaced as "splicing" is not allowed
6. Assisting with any modifications to SCC panel door for new PVP 1000.
7. Updating Scada registers with new ControlLogix registers.

Trojan Responsibility (SCC Upgrade):

Trojan will be responsible for:

1. Disconnection of field wiring within SCC, Disconnection of power in SCC and removal of existing SCC backplate. Site to assist with removal.
2. Installing and mounting new backplate. Site to assist.
3. Terminating of existing field wiring within the SCC.
4. Startup and commissioning of new SCC. Ensure communications to existing hardware functions as specified.
5. Updated electrical drawings, Controls Narrative, and any corrected sections to the original O&M Manuals

6. Assisting with any Scada checks

Hydraulic System Centre (HSC) Scope of Supply: Parts (Optional Upgrade)

The current Gen 3 HSC controller (Twido Controller) is now obsolete. Trojan offers an upgrade kit which will bring the HSC Controls hardware to current supported standards. The Twido is replaced with a Wago PLC and associated I/O. Field wiring of the new PLC hardware allows the rest of the HSC to remain as other components within the unit are still supported.

Description	Total Price (US\$)
G3 to G4 Wago Cntl 4B Part #917578-4B480	7500.00
Installation (4-6 hours onsite rewiring by Trojan Technician)	
Total Service Price US\$	\$7500.00

Trojan Certified Service Controls Technician is responsible for:

1. Verifying correct installation of the HSC controller.
2. Providing operator training.

OLATHE HAROLD ST, KS WWTP

System Control Center (SCC) Scope of Supply: Parts

The UV SCC shall consist of the components as detailed in the table below. The price does not allow for site installation services. Site service is described separately.

QTY	DESCRIPTION	UNIT MODEL NUMBER / COMMENT
1	Processor: Allen Bradley Control Logix 1756-L71	ControlLogix 5571 Controller
1	Operator Interface: PanelView Plus 7-1000, adaptor plate, SD Card	Touchscreen T711P-T10C22D9P
1	Power Supply 1756-PB75	ControlLogix, 85-265 VAC Power Supply (13 Amp @ 5V)
1	EtherNet 1756-ENBT	EtherNet 10-100M Interface Module (supports 64 TCP/IP connections)
1	Control Logix Chassis 1756-A10	10 Slot Chassis
1	Prosoft Card (Modbus Serial)	MVI56E-MCM
1	Analog Inputs (8 channel card) 1756-IF8 – 4-20mA	4-20mA - Current/Voltage 8 Pts
1	Digital Inputs (16 channel cards) 1756-IA16 - 120VAC	Ch1 Inlet Gate Remote, Opened, Closed, Ch2 Inlet Gate Remote, Opened, Closed, Ch1 Weir Remote, Fault, Ch2 Weir Remote, Fault
1	Digital Outputs (16 channel card) 1756-OA16 - 120VAC	Minor Alarm, Major Alarm, Critical Alarm, Ch1 Inlet Gate Open, Close, Ch2 Inlet Gate Open, Close, Ch1 Weir Gate Open, Close, Ch2 Weir Gate Open, Close
1	UPS, 1000VA, 120VAC,	Power ware or equivalent
1	New backplate. Trojan will re-use site enclosure and provide all new required parts on a new backplate to fit within the existing enclosure.	
1	PLC and HMI programming (after in house testing & verification) to be downloaded and configured to site control philosophy:	
	Total Price Hardware SCC USD\$	56, 780.07
	Total Price Software	19, 500.00
	Total Price SCC USD\$	76, 280.07

Scope of Supply: Site Service

The following site service will be required to complete the inspection, commissioning and startup of the new SCC and Hach UVAS.

Description	Certified Service Technician	Total Price (US\$)
Service Travel Days	2	1,900.00
Site Days required, estimated, invoice @ actual	3	4950.00
Total Service Price US\$		6,850.00

Site Responsibility (SCC Upgrade):

Site will be responsible for:

8. Approval (or approval as noted) of the submittal drawing(s)
9. Allowing system to be put in Local mode for up to one(1), eight (8) hour day.
10. Assisting with removal of existing SCC backplate
11. Assisting with the installation, mounting, of the new SCC backplate
12. Any new or existing power, analog or communications wiring that is too short for direct connection to new SCC will have to be replaced as "splicing" is not allowed
13. Assisting with any modifications to SCC panel door for new PVP 1000.
14. Updating Scada registers with new Control logix registers.

Trojan Responsibility (SCC Upgrade):

Trojan will be responsible for:

7. Disconnection of field wiring within SCC, Disconnection of power in SCC and removal of existing SCC backplate. Site to assist with removal.
8. Installing and mounting new backplate. Site to assist.
9. Terminating of existing field wiring within the SCC.
10. Startup and commissioning of new SCC. Ensure communications to existing hardware functions as specified.
11. Updated electrical drawings, Controls Narrative, and any corrected sections to the original O&M Manuals
12. Assisting with any Scada checks

Hydraulic System Centre (HSC) Scope of Supply: Parts (Optional Upgrade)

The current Gen 3 HSC controller (Twido Controller) is now obsolete. Trojan offers an upgrade kit which will bring the HSC Controls hardware to current supported standards. The Twido is replaced with a Wago PLC and associated I/O. Field wiring of the new PLC hardware allows the rest of the HSC to remain as other components within the unit are still supported.

Description	Total Price (US\$)
G3 to G4 Wago Cntl 4B Part #917578-4B480	7500.00
Installation (4-6 hours onsite rewiring by Trojan Technician)	
Total Service Price US\$	\$7500.00

Trojan Certified Service Controls Technician is responsible for:

3. Verifying correct installation of the HSC controller.
4. Providing operator training.

Terms & Conditions:

Trojan Technologies Terms and Conditions apply and are attached.

Shipment terms are ExWorks (ExW). Partial shipments are allowed.

Payment terms: Net 30 days after final SCC installation or Net 60 days after shipment, whichever occurs earlier.

Quote valid till May 31, 2024

Delivery to be confirmed at order placement.

Warranty is one (1) year materials.

Daily Rate and Travel Daily Rate, if quoted, includes hourly rate, accommodations, and meals. It does not include airfare.

Trojan employee on-site work will be performed during the working hours of 0800 – 1630 Monday through Friday except for statutory holidays. If site access/working hours are different from this then please advise and we will work to accommodate site hours.