

3301

**CITY OF NEWPORT, OREGON
GOODS AND SERVICES CONTRACT**

SILETZ RIVER PUMP STATION REPAIR

BASED UPON the quotes submitted in response to a request for quotes for the Siletz River Pump Station Repair, as issued and administered by City of Newport (City), City and Pumptech, LLC (Contractor) hereby enter into a contract for services in accordance with the specifications and quote provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) Exhibit A – Request for Quotes
- (2) Exhibit B – Contractor Quote
- (3) Exhibit C – Oregon Public Contracting Requirements

To the extent there are any inconsistencies or conflicts between this document and Exhibit B, this document shall control and prevail.

1. Term. The term of this Contract shall extend from its execution to project completion, unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.
2. Scope of Work. Contractor shall provide all materials, labor, equipment, and all other services and facilities necessary for the services specified in the attached Exhibits A and B (Project). Work shall be completed by June 30, 2022, conditional upon repairs needed once the pump is pulled.

3. Compensation.

3.1 Basis of Payment. Contractor shall complete Project as defined above and in the attached exhibits for the prices in Exhibit B, with an estimated total fee of \$32,253.00.

3.2 Invoices. Payments shall be based upon Contractor's invoices submitted to City, detailing the previous month's fees and costs.

- a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date, subject to a five percent (5%) retainage to be paid only after full performance and acceptance by City.

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals and authorizations necessary for Contractor's performance.
5. Termination for Convenience. This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.
6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
 - 6.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
 - 6.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 6.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach

within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

8.1 If terminated under paragraph 7 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.

8.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.

8.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

8.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

8.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.

9. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing.

10. Reports. The Contractor shall provide City with reports as detailed in Contractor's proposal, at a minimum of once per month, outlining the Project progress, issues of concern and budget status.

11. Change Orders. Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall determine a

fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.

12. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
13. Security and Substance Check. Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
14. Access to Records. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
15. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

City of Newport
169 SW Coast Highway
Newport, OR 97365
Phone: (541) 574-3366
Fax: (541) 265-3301

CONTRACTOR:

PumpTech, LLC
321 S. Sequoia Pkwy
Canby, OR 97013
Phone: 503-659-6230
Email: bolijnyk@pumptechnw.com

16. Warranty. Contractor's warranty is as stated within Exhibit B. Contractor further warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.

17. Insurance. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

17.1. Commercial General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,300,000
Personal & Advertising Injury	\$1,300,000
Errors & Omissions	\$1,300,000
Each Occurrence	\$1,300,000
Fire Damage (Any one fire)	\$50,000
Medical Expense (Any one person)	\$5,000

17.2. Commercial Automobile Insurance

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

17.3. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers that will comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

17.4. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.

17.5. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage of Contractor's insurance without 30 days prior written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days prior notice of cancellation to the City

17.6. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.

17.7. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

17.8. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

18. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or

destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the negligence of City. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

19. Force Majeure. This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is affected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.
20. Independent Contractor. It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
21. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
22. Non-Waiver. The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder

should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

23. Non-Discrimination. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
24. Errors. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles.
26. Consent to Jurisdiction. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.
27. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.
28. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
29. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees

incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

30. Severability/Counterparts. In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect. This Agreement may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.
31. Entire Agreement. This Agreement shall be the exclusive agreement between the parties with respect to the included terms and for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
32. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:

CONTRACTOR:

CITY OF NEWPORT

By: 



Title: City Manager

By: Grace Yi

Title: HR Director

Date: 04-29-22

Date: Apr 26, 2022

EXHIBIT A
Request for Quotes

The City of Newport
Department of Public Works
Siletz River Pump Station Repair

The City of Newport is seeking quotes to remove, diagnose, rebuild, reinstall and test high service Pump #3, motor and mechanical seal at the Siletz River pump station. The pump station is located at 24770 Siletz Hwy 229. The pump station contains a total of three vertical turbine pumps. Pump #3 has developed a vibration issue that must be corrected. The contractor is required to remove the pump, motor, and discharge head. Contractor shall determine the source of the vibration, correct the vibration issue, then reinstall and test the new pump, motor, bearings, line shaft and discharge head for a complete and functioning system. A vibration analysis of the pump and motor is to be completed after the pump and motor are installed and in operation.

Proposers are required to provide a lump sum quote plus an hourly rate in case unforeseen problems arise that are beyond the scope of the proposal. If there are unforeseen problems requiring additional cost, the City of Newport is to be notified in writing and the contractor must receive written approval before proceeding.

The pumps are 12M, 7 Stage, D head Vertical Turbine Pump manufactured by Fairbanks Morse. Pump, motor and shaft assembly is approximately 45 feet in length (See attached spec sheet). The Spec sheet read a CT head. In actuality it's a D head because of the 250 lb. flange.

The motor is a vertical US motor 200 hp hollow shaft 3 phase.

The mechanical seal is a Chesterton 155E-14. Seal is to be removed, rebuilt and reinstalled to factory specs.

Scope of work will require removal/replacement of the roof mounted sky light located above Pump #3. High Service Pumps #1 and #2 shall remain in service at all times during the project.

A crane will be required to remove the pump and motor. The crane shall be supplied and operated by the contractor. The distance from the center of the motor/pump to the location where the crane will be located is approximately 75 feet.

A mandatory on-site pre-bid conference is scheduled for March 10 at 1:00 pm.

Quotes will be accepted until Friday, March 25, 2022 at 3:00 pm.

All work is to be completed no later than Tuesday, May 31, 2022.

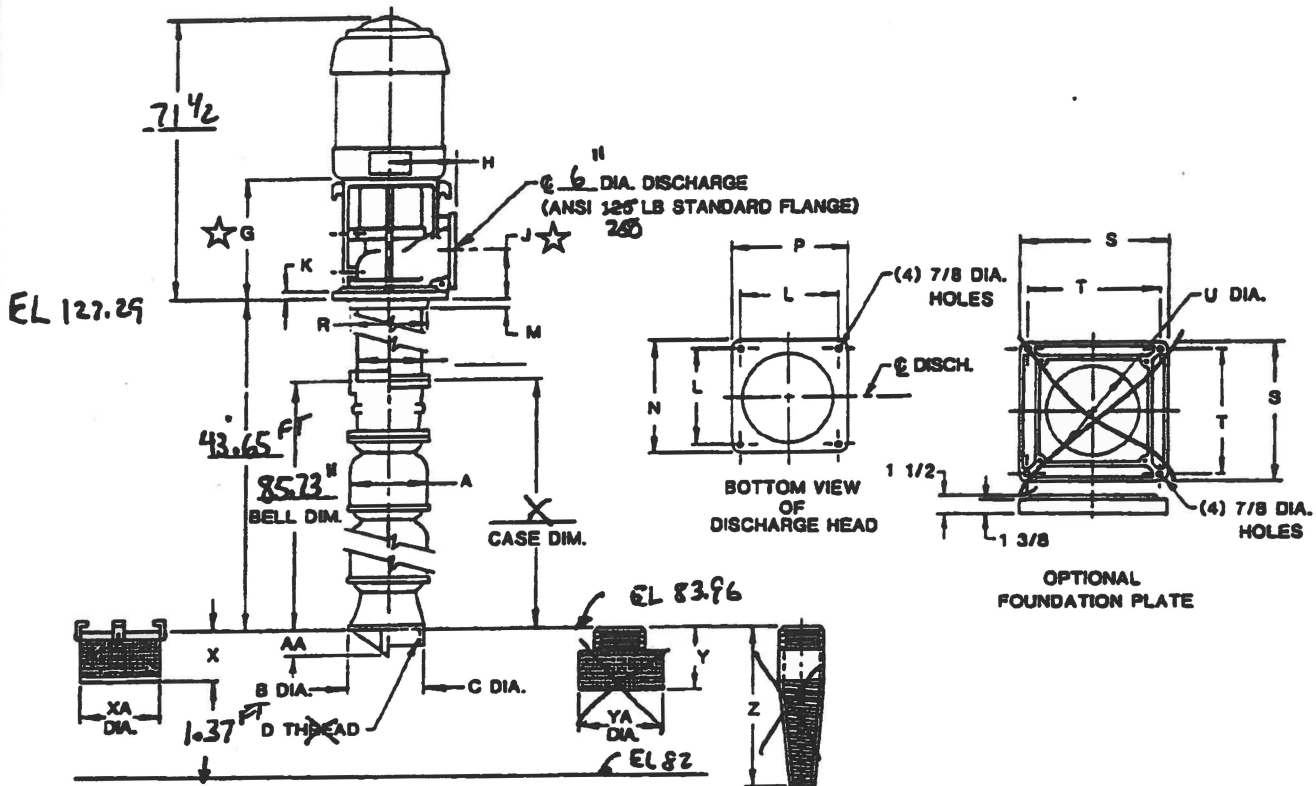
Please mail or email all quotes to:

City of Newport
Att: Steve Stewart
169 S.W. Coast Highway
Newport, Oregon 97365
Ph. 541-574-5871
Email: s.stewart@newportoregon.gov

HEAD SIZE	G	H	J	K	L	M	N	P	R	S	T	U
16 1/2 X 8	21 1/2	11 3/8	8 1/2	7/8	16 25/32	1 3/8	20 20 1/2	8 1/4	24	21	17 1/8	
18 1/2 X 8	23 1/2	11 3/8	8 1/2	7/8	18 25/32	1 1/2	20 20 1/2	8 1/4	24	21	17 1/8	

★ WHEN FOUNDATION PLATE IS USED
ADD 1 1/2 TO THESE DIMENSIONS.

* 18" DIA ALSO AVAILABLE BUT
WILL NOT PASS U DIA.



PUMP	FIRST STAGE BELL	CASE	ADD'L	A	B	C	D	X	Y	Z	AA	XA	YA
6M	15.83	4.43	5.50	—	5.50	4	—	8	12 3/4	—	—	8	—
7M	16.91	5.19	6.50	—	5.75	4	—	8	12 3/4	—	—	8	—
8M	14.74	17.00	6.58	7.70	8.00	7.40	6	7	10 1/2	16 3/4	3.82	8	10
10M	16.33	16.77	8.25	9.83	10.00	7.40	6	8	10 1/2	16 3/4	4.83	10	10
10XH	—	21.75	10.00	9.82	—	9.82	8	—	13	23	—	—	12
10XHH	22.10	22.65	9.75	9.82	12.00	9.82	8	8	13	23	2.25	11 1/2	12
11M	19.32	22.26	9.50	10.88	11.38	9.82	8	8	13	23	5.45	11 1/2	12
11H	20.47	23.67	11.20	11.48	11.38	9.82	8	8	13	23	5.34	11 1/2	12
12L	20.82	25.94	9.82	11.82	11.82	9.82	8	8	13	23	6.03	11 1/2	12
12M	21.23	25.04	10.75	12.26	13.00	9.82	8	7	13	23	8.13	13	12
13H	22.86	28.86	9.75	11.69	—	10.00	8	—	13	23	—	—	12
12XH	—	27.00	11.88	11.75	—	11.75	10	—	13	30 1/2	—	—	*16
13H	25.98	28.05	13.06	12.90	13.00	11.80	10	11	13	30 1/2	4.13	13	*18
14M	24.80	29.18	12.20	14.00	14.75	11.80	10	13	13	30 1/2	6.85	14 3/4	*18

NOTE:
NOT FOR CONSTRUCTION, INSPECTION, OR APPLICATION PURPOSES UNLESS CERTIFIED.

ER2-13628

CUSTOMER 2 G Construction		P.O.		Fairbanks Morse Pump Corporation	
JOB NAME Siletz River Intake		PUMP SIZE MODEL 12M		STAGES 7	
GPM 1000		TDH 560'		RPM 1770	
MOTOR U.S.E.M		HP 200		PHASE 3	
CERTIFIED FOR CONST.		CERTIFIED BY V.C.T		DATE 12/7/92	
REV.		DATE		ECN NO	
SIZE C		DWG. NO		24LYA3505G	

EXHIBIT B
Contractor Quote



PumpTech LLC.

321 S. Sequoia Parkway
Canby, OR 97013
Phone: 503-659-6230
Fax: 503-659-8718
E-mail: bolijnyk@pumptechnw.com
OR Contractors #154997

Quote: 166581

March 25, 2022

Attn: Steve Stewart, City of Newport Oregon

Re: Siletz River Intake Pump Station Repair

PumpTech LLC. is pleased to offer this quotation for your consideration on the referenced project with the following equipment:

Equipment to be serviced:

Fairbanks Morse Model 12M-4 Vertical Turbine Bowl, 8" Column with line shaft, Discharge Head and 200 HP US Electric Motor ID# G69153.

To Include:

PumpTech Crane and Service Crew to be onsite to remove equipment from installation. Unit to be disassembled onsite and components to be transported to PumpTech Shop for complete inspection of equipment supplied detailing as found condition with report on wear, possible damage and critical dimensions. Report with photos to be supplied to customer for review when complete. Crane to be owned and operated by PumpTech personal. Shop work to be completed in PumpTech shop. Lockout & Tagout to be done before any work on equipment is touched. PumpTech to handle disconnection of field wire to motor at junction box and secure as needed. PumpTech locks to remain in place until project is complete unless instructed by owner for their locks to be installed.

Open pit to be covered with plywood after removal of pump using existing mounting studs. Discharge pipe to be sealed with blind flange and gasket to prevent leakage if valves fail.

Quotation is based on expected conditions to be found in the pump and the installed application. This will include:

Motor to be disassembled, cleaned and inspected for condition of windings, bearings and critical fits. Report to be supplied of as found conditions. For the quote we are including the cost for:

DCI

Dip & bake stator.

Dynamic balance of rotor assembly with report.

Replacement of bearings.

Test run motor in shop.

New lubrication for upper bearing, to be installed at site upon installation.

Pump repair cost is based upon to following:

DCI

Replacement of line, bowl and top shaft with new 416 Stainless Steel material to match existing dimensions. Motor shaft is expected to be reused but subject to inspection of condition as found.

Replacement of Stuffing Box Bearing with Glide 400 Material to offer extended life in the installation.

Rebuild of existing Mechanical Seal, Chesterton Model 155E using factory parts to return to like new condition.

Replacement of all Line Shaft Bearings with Glide 400 Material.

Replace Pump Bowl Bearing with like material, to include all bearing. Repack lower Suction Bell Bearing with WaterProof Grease.

Dynamic Balance of all Impellers to offer smooth performance.
Inspection of impellers conditions and possible wear/ damage. Impeller replacement not included in offer.

Pump Bowl to be assembled in PumpTech Shop with standard enamel paint finish unless alternate for NSF Epoxy Finish is selected.

Installation of repaired equipment to include:
Transport of material removed from site back to job site.
PumpTech Crane and Crew onsite to install components into location.
Pump Bowl, Column Shaft, Discharge Head along with Motor to be assembled and installed onsite to protect material from bending or damage versus lifting and install as a complete assembly.
Pump Head to be leveled using existing studs and nuts in pad.
Mechanical Seal installation into pump.
Installation of Motor and reconnect leads.
Test for proper rotation before installing Motor Shaft and connection to Pump.
Assure proper alignment of Motor Shaft to Column Shaft.
Set lift on Pump to proper operating height.
Set Mechanical Seal to proper face loading.

TOTAL COST FOR WORK SPECIFIED ABOVE \$30,713.00

Per Addendum #1

Contractor responsibilities:

- 1.a: PumpTech to operate onsite using industry / PumpTech safety standards.
- b: PumpTech to Lockout and Tagout all potential energy sources using locks or cables as needed.
- c: 6" blind flange and gasket to be installed on discharge connection while pump is out of service. Pump hole to be secured with plywood cover while equipment is out of service.

Optional alternate for Epoxy Coating of Pump, Column and Bowl Assemblies:

Coating offered to be TNEMEC 141 Material to Meet NSF-61 Rating of contact with Drinking Water. Color to be determined at time of coating.

COST FOR COATING IF REQUIRED \$1,540.00

While PumpTech has made the attempt to include typical materials and scope of repair for this project that may change based on complete inspection of equipment supplied for repair. Upon inspection customer to be notified in writing of any scope outside of what is called out above. This could possibly increase or decrease to scope and cost. The intent of the quotation for this project is to return the pump to like new condition for service and performance.
If material found outside the expected scope the owner would need to approve any changes in writing before work continues.

STARTUP & TRAINING: Included

NOT INCLUDED: Any material not specifically called out in the scope of supply

Estimated Delivery is 4-6 weeks after receipt of Notice to Proceed.

Due to the global supply chain shortages, PumpTech LLC is unable to guarantee any current or previously quoted lead times. We always work vigorously to fulfill all orders as quickly as possible. Due to the continuous and ongoing global freight and material price increases, we have strictly followed our Quotation Validity Time to 30 days from the date of the quote. We are doing everything in our power to contain costs.

Estimated lead times are subject to prior sale, availability and current shop loads. Lead times will be determined, per order, at the time of receipt of order acknowledgment from our suppliers. Once we have received acknowledgment we will alert our customers to the current lead time. Where applicable, lead times will not begin until: internal engineering review and approval, 100% signed off approved submittals and sign-off drawings and/or contract approval. Freight is not included in this quote, unless specifically stated.

This quotation and any agreement to sell resulting from the quotation is subject to PumpTech Inc General Terms and Conditions of Sale submitted as attached.

Sincerely,

Bob Olijnyk
PumpTech, Inc.
503-639-6230 Office
503-915-7867 Mobile





FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by PUMPTTECH, LLC, comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTTECH, LLC (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTTECH, LLC's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTTECH, LLC communicates to Purchaser via PUMPTTECH, LLC's acknowledgement, in writing. PUMPTTECH, LLC's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTTECH, LLC, whether or not they would materially alter the Agreement, and PUMPTTECH, LLC hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTTECH, LLC prior to Quotation and referenced in the Quotation.

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTTECH, LLC prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTTECH, LLC's payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTTECH, LLC may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTTECH, LLC's "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTTECH, LLC's facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTTECH, LLC chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTTECH, LLC in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTTECH, LLC has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTTECH, LLC, PUMPTTECH, LLC, at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTTECH, LLC elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTTECH, LLC pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(i), Purchaser shall pay PUMPTTECH, LLC for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTTECH, LLC shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTTECH, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTTECH, LLC receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTTECH, LLC's sole obligation shall be, at PUMPTTECH, LLC's option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTTECH, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to PUMPTTECH, LLC's shop in Bellevue, Washington or to such location as PUMPTTECH, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTTECH, LLC in such a state that PUMPTTECH, LLC may inspect the item immediately upon PUMPTTECH, LLC's receipt thereof. If found to be defective, PUMPTTECH, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECT TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY: PUMPTTECH, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim.

PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTTECH, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND.

INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTTECH, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTTECH, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTTECH, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Washington.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

FINAL AGREEMENT: This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.

(Purchaser's signature)

Printed Name & Title

(Date)



EPOXOLINE® SERIES 141

PRODUCT PROFILE

GENERIC DESCRIPTION Modified Polyamine Epoxy**COMMON USAGE**

High solids coating offering high-build edge protection and excellent corrosion resistance. For use on the interior and exterior of steel or concrete tanks, reservoirs, pipes, valves, pumps, and equipment, as well as other steel and concrete substrates. It provides excellent resistance to abrasion and is suitable for immersion service in potable water, crude oil, and finished fuels.

COLORS

Available in the following standard industrial colors: 1211 Red, 1253 Gray, 1255 Beige, 1256 Blue and 35GR Black. **Note:** Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur. **Important: Due to the product's curing agent chemistry, color variations can be pronounced. However, these changes in color are aesthetic only and will not affect performance or certifications. Contact your Tnemec representative for more information.**

SPECIAL QUALIFICATIONS

Certified by **NSF International** in accordance with **NSF/ANSI Std. 61**. Seven day ambient air cured Series 141 is qualified for use on tanks and reservoirs of 500 gallons (1893 L) capacity and greater, pipes 22 inches (56 cm) in diameter and greater, fittings 1 inch (2.54 cm) in diameter and greater, valves 4 inches (10 cm) in diameter and greater, and pumps 4 inches (10 cm) in diameter and greater. When cured for 30 days at ambient air temperature, Series 141 is qualified for use on pipes 10 inches (25.4 cm) in diameter and greater, fittings 3/4 inch (1.9 cm) in diameter and greater, valves 2 1/2 inches (6.35 cm) in diameter and greater, and pumps 4 inches (10 cm) in diameter and greater. Reference the "Search Listings" section of the NSF website at www.nsf.org for details on the maximum allowable DFT, certified colors, and primer and topcoat compatibility for use in potable water.

Series 141 conforms to API 652 for lining above ground storage tanks. Contact your Tnemec representative for additional information.

PERFORMANCE CRITERIA

Extensive test data available. Contact your Tnemec representative for specific test results.

COATING SYSTEM

PRIMERS

Steel: Self-priming, 1, 20, FC20, 27, 27WB, 37H, L69, L69F, N69, N69F, V69, V69F, 90E-92, 90G-1K97, 90-97, H90-97, 90G-98, 91-H₂O, H91-H₂O, 94-H₂O, 135, L140, L140F, N140, N140F, V140, V140F, 394, 530
Concrete: Self-priming, 20, FC20, 27, 27WB, L69, L69F, N69, N69F, V69, V69F, L140, L140F, N140, N140F, V140, V140F, 215, 217, 218
CMU: Self-priming or Series 130, 215, 218, 1254

TOPCOATS

Exterior: Series 73, 180, 1028, 1029, 1074, 1074U, 1075, 1075U. **Note:** The following maximum recoat time applies when using Series 73, 180, 1074, 1074U, 1075, or 1075U: fourteen (14) days. If this time limit is exceeded, Series 141 must be uniformly scarified prior to topcoating.

SURFACE PREPARATION

PRIMED STEEL

Immersion Service: Scarify the Series 20, FC20, L69, L69F, N69, N69F, V69, V69F, L140, L140F, N140, N140F, V140 or V140F prime coat surface by brush-blasting with fine abrasive before topcoating if it has been exterior exposed for 30 days or longer and 141 is the specified topcoat.

STEEL

Immersion Service: SSPC-SP10/NACE 2 Near-White Blast Cleaning with a minimum angular anchor profile of 2.0 mils
Non-Immersion Service: SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 2.0 mils. **Note:** Abrasive blast cleaning generally produces the best coating performance. If conditions will not permit this, Series 141 may be applied to SSPC-SP2 or SP3 Hand or Power Tool Cleaned surfaces.

CONCRETE

Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 square feet in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present). Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide a minimum ICRI-CSP 3 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.

ALL SURFACES

Must be clean, dry and free of oil, grease, chalk and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS

82% ± 2.0% (mixed) †

RECOMMENDED DFT

4.0 to 18.0 mils (100 to 455 microns) in a one coat application. **Note:** Thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative. Maximum dry film thickness for NSF exposure is 18.0 mils.

EPOXOLINE® | SERIES 141

CURING TIME AT 5 MILS DFT

Potable Water Applications:

Temperature	To Handle	To Topcoat	Immersion
90°F (32°C)	3 hours	4 hours ‡	7 days
75°F (24°C)	4 hours	5 hours ‡	7 days
65°F (18°C)	7 hours	9 hours ‡	8 days
55°F (13°C)	13 hours	18 hours ‡	9 days
45°F (7°C)	20 hours	24 hours ‡	13 days
40°F (4°C)	22 hours	28 hours ‡	18 days
35°F (0°C)	64 hours	72 hours ‡	30 days

Curing time varies with surface temperature, air movement, humidity and film thickness.

‡ **Note:** Specific application requirements, including cure schedules and environmental conditions, must be followed when topcoating Series 141. Contact Tnemec Technical Service for detailed instructions. **Note:** Maximum recoat time with itself is seven days. **Note:** For one-coat pipe and valve applications, allow 30 days cure at 75°F (24°C) prior to immersion. Refer to product listing on www.NSF.org for specific potable water return to service information.

Non-Potable Water Applications:

Temperature	To Handle	To Topcoat	Immersion
75°F (24°C)	3 hours	4 hours ‡	5 days
40°F (4°C)	4 hours	5 hours ‡	14 days

Cure time varies with surface temperature, air movement, humidity and film thickness.

‡ **Note:** Specific application requirements, including cure schedules and environmental conditions, must be followed when topcoating Series 141. Contact Tnemec Technical Service for detailed instructions. **Note:** Maximum recoat time with itself is seven days.

VOLATILE ORGANIC COMPOUNDS

EPA Method 24

Unthinned: 0.90 lbs/gallon (107 grams/litre)**Thinned 5% (No. 60 Thinner):** 1.21 lbs/gallon (145 grams/litre)**Thinned 10% (No. 4 Thinner):** 1.45 lbs/gallon (173 grams/litre) ‡

HAPS

Unthinned: 1.27 lbs/gal solids **Thinned 5% (No. 60):** 1.28 lbs/gal solids **Thinned 10% (No. 4):** 1.95 lbs/gal solids

THEORETICAL COVERAGE

1,315 mil sq ft/gal (32.2 m²/L at 25 microns). See APPLICATION for coverage rates. ‡

NUMBER OF COMPONENTS

Two: Part A (amine) and Part B (epoxy)

MIXING RATIO

By volume: Two (Part A) to one (Part B)

PACKAGING

	PART A (Partially Filled)	PART B (Partially Filled)	When Mixed
Large Kit	1-6 gallon pail	1-3 gallon pail	5 gallons
Small Kit	1-1 gallon can	1-1 gallon can	1 gallon

NET WEIGHT PER GALLON

13.33 ± 0.25 lbs (6.05 ± .11 kg) ‡

STORAGE TEMPERATURE

Minimum 20°F (-7°C) Maximum 110°F (43°C)

Prior to application, the material temperature should be above 60°F (16°C). It is suggested the material be stored at this temperature at least 48 hours prior to use.

TEMPERATURE RESISTANCE

(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

SHELF LIFE

12 months at recommended storage temperature.

FLASH POINT - SETA

Part A: 91°F (33°C) Part B: 111°F (44°C)

HEALTH & SAFETY

This product contains chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

APPLICATION

COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m ² /Gal)
Minimum	4.0 (100)	5.0 (125)	329 (30.5)
Maximum	18.0 (455)	22.0 (560)	73 (6.8)

Note: Maximum of 18.0 mils DFT in one coat. **Maximum total dry film thickness for NSF exposure is 18.0 mils.**

Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns.

Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. Reference the "Search Listings" section of the NSF website at www.nsf.org for details on the maximum allowable DFT. ‡

MIXING

Mix the entire contents of Part A and Part B separately. Scrape all of the Part B into the Part A pail by using a flexible spatula. Use a variable speed drill with a PS Jiffy blade and mix the blended components for a minimum of two minutes. Apply the mixed material within pot life limits after agitation. Both components must be above 50°F (10°C) prior to mixing. For optimum application properties, the material temperature should be above 60°F (16°C). For applications to surfaces between 35°F to 50°F (2°C to 10°C) allow mixed material to stand 30 minutes and restir before use. **Note:** A large volume of material will set up quickly if not applied or lessened in mass. **Caution: Do not reseal mixed material. An explosion hazard may be created.**

THINNING

Caution: Do not add thinner to Part A prior to mixing with Part B. For airless spray, brush or roller, thin up to 5% per gallon with No. 4 Thinner or No. 60 Thinner. For air spray, thin up to 10% per gallon with No. 4 or No. 60 Thinner.

POT LIFE

2 hours at 77°F (21°C) 1 hour at 90°F (32°C)

SPRAY LIFE

1 hour at 77°F (21°C) 30 minutes at 90°F (32°C)

EPOXOLINE® | SERIES 141

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-100 psi (5.2-6.9 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.017"-0.021" (430-535 microns)	3000-3800 psi (207-262 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Roller application optional when environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic woven nap covers.

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 135°F (57°C).

The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com

EXHIBIT C
Oregon Public Contracting Requirements
ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)

- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2); 279C.520(2)
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120



CERTIFICATE OF LIABILITY INSURANCE

8/26/2022

DATE (MM/DD/YYYY)

4/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 10900 NE 4th St., #2406 Bellevue WA 98004	CONTACT NAME: Lockton Companies	
	PHONE (A/C, No, Ext): (213) 689-0500	FAX (A/C, No):
INSURED 1498900 PumpTech, LLC 12020 SE 32nd St #2 Bellevue WA 98005	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Indemnity Company of America	NAIC # 25666
	INSURER B: The Travelers Indemnity Company	25658
	INSURER C: Travelers Property Casualty Co of America	25674
	INSURER D: Underwriters at Lloyd's London	
INSURER E:		
INSURER F:		

COVERAGES PUMTE03 CERTIFICATE NUMBER: 18409354 REVISION NUMBER: XXXXXXXX

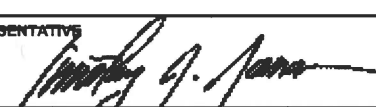
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	Y-630-3S733475-TIA-21	8/26/2021	8/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-3S733310-21-14-G	8/26/2021	8/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CUP-3S753763-21-14	8/26/2021	8/26/2022	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y-630-3S733475-TIA-21	8/26/2021	8/26/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability	N	N	KAE 000-0436	8/26/2021	8/26/2022	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Policy Y-630-3S733475-TIA-21 WA Stop Gap. Re: SILETZ RIVER PUMP STATION REPAIR. City of Newport is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER

CANCELLATION See Attachment

18409354 City of Newport 169 SW Coast Highway Newport CA 97365	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Newport

169 SW Coast Highway

Newport, CA 97365

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus, this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **18409354**.

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number below are for automating electronic delivery of certificates only. Please do NOT send future certificate requests to the above inbox or call into the number below.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC - Pacific Series

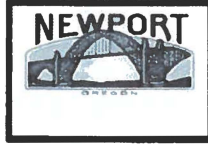
Lockton Insurance Brokers, LLC

License #0F15767

777 S Figueroa Street, 52nd Fl / Los Angeles, CA 90017-5524

213-689-0065 / FAX: 213-689-0550

lockton.com



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Goods & Services Agreement with Pump Tech LLC

Date: 4.5.22

Statement of Purpose: Repair of Pump #3 at the Siletz River Pump Station

Department Head Signature: _____

Remarks, if any: _____

City Attorney Review and Signature: _____

Date: 4/28/2022

Other Signatures as Requested by the City Attorney: _____

Name/Position

Date: _____

Budget Confirmed:

Signature				
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A
			<input type="checkbox"/>	<input type="checkbox"/>

Certificate of Insurance Attached:

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A
			<input type="checkbox"/>	<input type="checkbox"/>

City Council Approval Needed:

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Date: _____
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After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: _____

Date: 4/29/22

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____

Date: _____

Date posted on website: _____

