



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**Project No. W1027**

**WELL 5 FACILITY UPGRADES**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **S & B, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the Well 5 Facility Upgrades.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2023**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$197,250.93** under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant (hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant's liability, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
  - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
    1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
    2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be

named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
  4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
  5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
  - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
  - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
  - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
  - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
- Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or

resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "B"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "B"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.

2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
  - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
  - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
Rob Charles  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360-817-7003  
EMAIL: [rcharles@cityofcamas.us](mailto:rcharles@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Randall Stead  
S & B, Inc.  
13200 SE 30<sup>th</sup> Street  
Bellevue, WA 98005  
PH: 425-644-1700  
EMAIL: [rstead@sb-inc.com](mailto:rstead@sb-inc.com)

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF CAMAS:

S & B, Inc.:  
*Authorized Representative*

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT “A”  
SCOPE OF SERVICES**





S&B inc. 13200 SE 30th St., Bellevue, Washington 98005 (425) 644-1700 FAX (425) 746-9312

August 17, 2022

City of Camas  
Public Works Department  
Via email: [RCharles@cityofcamas.us](mailto:RCharles@cityofcamas.us)

Attention: Rob Charles

Subject: Well 5 Facility Upgrades  
90% Design Benchmark  
S&B Scope of Supply and Quotation

Dear City of Camas:

We are pleased to continue efforts to replace and upgrade equipment in your water system. Our scope includes upgrading existing instrumentation and control equipment in the existing Well 5 facility, as well as providing application software to run future equipment. This scope of supply includes a fully integrated control system for the station, including the Electrical Design, Remote Telemetry Unit (RTU), Motor Control Center (MCC), NaF chemical feed VFD panel, and related key instrumentation. Our price includes the fabrication, testing, and commissioning of the control system.

As an option, S&B has provided pricing for adding instrumentation and control equipment for future chemical feed systems that are not currently at the site (caustic soda and sodium hypochlorite). These additional chemical feed systems should be evaluated by the City to see if it make sense to add to the project scope.

We have developed drawings associated with the upgrades at the Well 5 facility. To make the scope of supply clear, we have marked the equipment being upgraded and supplied by S&B with double diamonds (◆◆) on the sheets. And the (F) icon represents "future" systems (like the caustic soda and sodium hypochlorite dosing systems).

At the end of this quote letter, we show a comparison of the costs of the Well 6 upgrade (in 2019) to the proposed Well 5 scope. The difference in pricing is due to material cost increases we are getting every quarter from our suppliers. In 2020 we had a 12% price increase, and here in 2022, we had a 16% price increase on hardware. And we are expecting a 7-9% price increase occurring on Oct. 1, 2022 from our largest supplier. We way this so the City can be aware of the material cost increases we are deal with, and if the upgrade is desired, it is beneficial to move quickly to avoid the October price increase.

Below you will find detailed descriptions covering the scope of supply.

## Itemized Scope of Supply:

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A list of equipment and services is described by the following:

### System Integration & Engineering Services

- Electrical Engineering Design
  - Scope Development
  - Electrical Drawings Development

- Equipment Configuration & Sizing Design
- SCADA Application Software
  - PLC Programming
  - HMI Programming
  - WinCC SCADA Upgrades
  - Win911 notification updates
- Shop Test Validation
  - MCC Test (1-day)
  - RTU & Smart Motor Starter System Test (1-day)
- Field Engineering Services for Startup and Training
  - RTU Startup (1-day)
  - Motor Starter/MCC Startup (1-day)
  - Ancillary Systems & Instrumentation Checkout (1-day)
  - Overall SCADA Operation (1-day)

## Control Panels

Panel No.	Service	Mount	NEMA	Dimensions	Location
RTU	Remote Telemetry Panel	Wall	12	36"x30"x12"	Pump Room
AFD-525	NaF VFD Panel	Wall	12	30"x25"x10"	Pump Room

## Motor Control Center

Tag #	Service	Mount	NEMA	Dimensions	Location
MCC	<ul style="list-style-type: none"> <li>• Well 5 RVSS (75HP) with bypass</li> <li>• PFCC (25 kVAR)</li> <li>• Lighting Panelboard &amp; Transformer</li> <li>• Surge Protection Device</li> </ul>	Floor	1	91.25"x60"x20"	Pump Room

## Instruments

Tag #	Instrument Type	Description
<b>Well System Instruments</b>		
LIT-1	Submersible Level Probe	Well Level Transmitter
PIT-503	Conductivity sensor/analyzer	Well Discharge Pressure
FE/FIT-1	8" Mag Meter (Integral Mount)	Well Flow
<b>Fluoride System Instruments</b>		
FE/FIT-520	1/12" Mag Meter (Remote Mount)	NaF Feed Flow
PSH-526	Digital Pressure Switch & Seal	NaF Feed High Pressure Switch
<b>Ancillary Systems Instruments</b>		
PIR-1	Motion Sensor (Ceiling Mount)	Station Motion

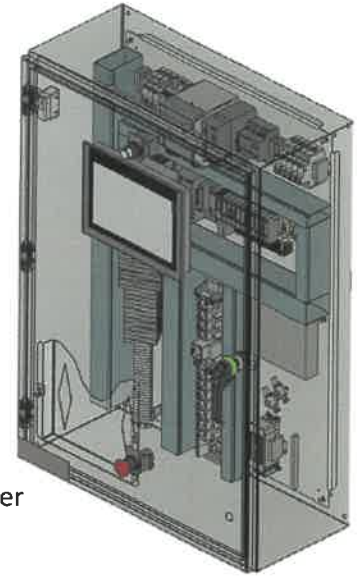
## Detailed Descriptions of Scope of Supply:

### Control Panels

#### RTU

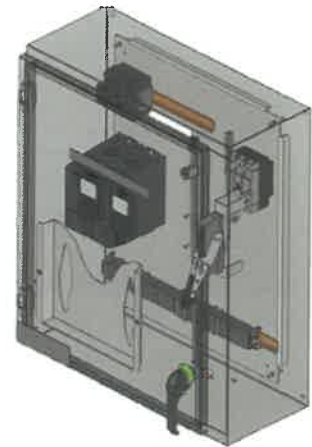
The RTU is a 72”H x 30”W x 18”D sized steel cabinet, painted blue. It includes a Siemens S7-1500 series processor, industrial ethernet switch, cellular modem, relays, 24VDC power supply, 24VDC battery backup power system, and Siemens 12” touch panel mounted on the door. The RTU’s touch screen is design to operate the telemetry controls of the station. Operators will enter Setpoints for local & PLC control and be able to view trends and alarms as well.

**Cellular Communication:** Cellular communication is the primary media for the station. The RTU will communicate to the Master Telemetry Unit (MTU) at the City’s ASR2 building via cellular modem. A Private Verizon 4G network will provide the secure pathway to share information to the MTU and RTU. S&B will set up the RTU’s cellular modem and connection to the City’s private cellular network during our factory test. But the City is responsible to order maintain the cellular network service.



#### Chemical Feed VFD Panel [AFD-525]

A VFD motor starter panel is provided to start the NaF chemical feed pumps. The control panels is a 30”H x 25”W x 10”D sized stainless steel cabinet, painted blue. It includes a Siemens G120 drives, and Siemens circuit breakers.

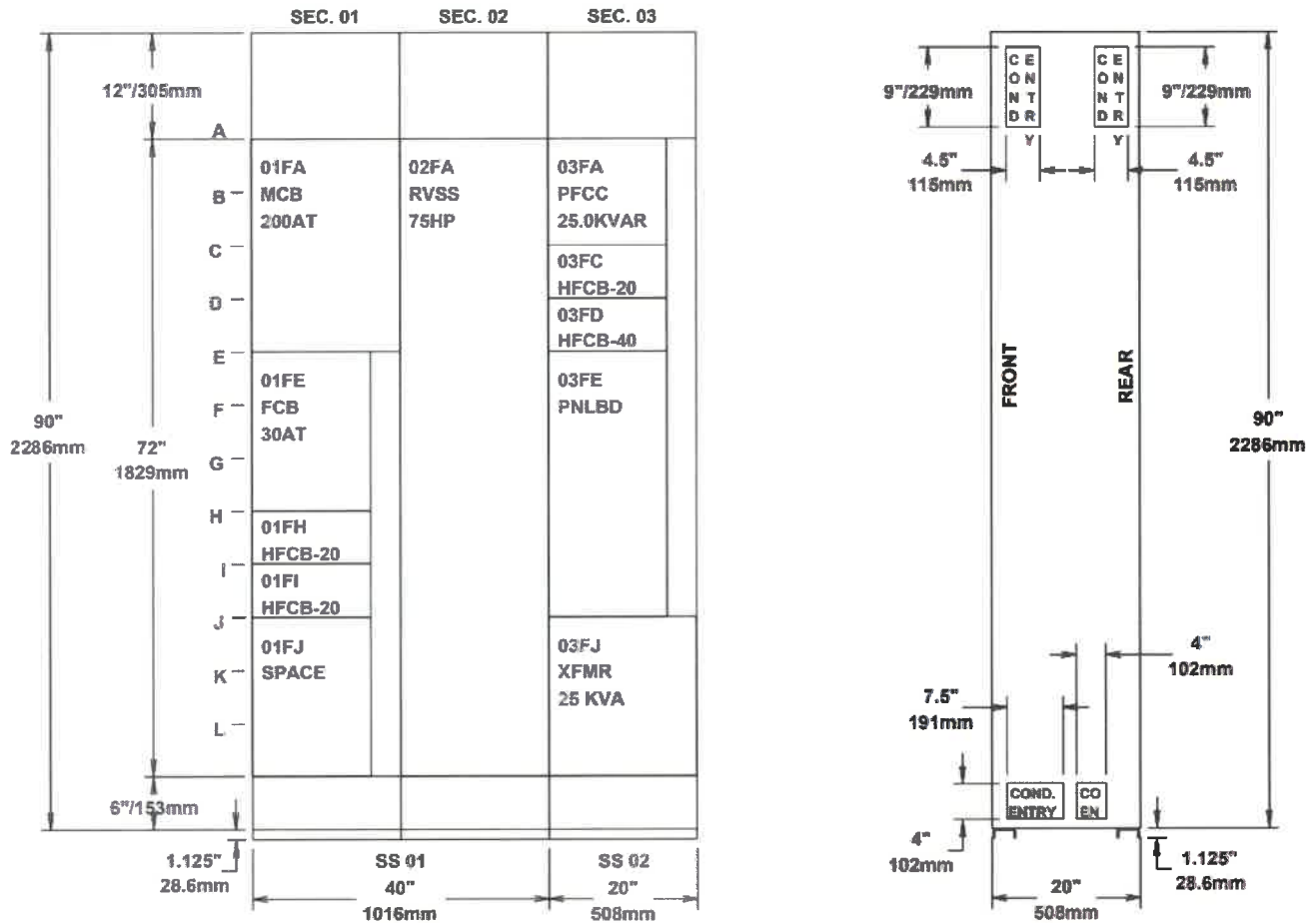


(See following page for further details on the Motor Control Center scope of supply)

## Motor Control Center

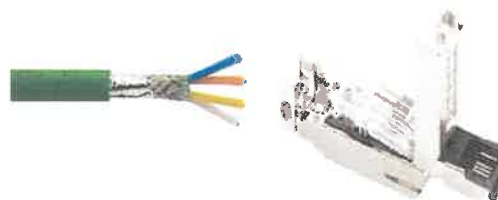
### MCC design:

The Motor Control Center (MCC) is a 90”H x 60”W x 20”D TIastar MCC by Siemens. It will come in two (2) shipping splits, at 40” and 20”wide. The MCC will come with a 75HP RVSS starter with bypass, power factor correction capacitors (PFCC), surge protection device, transformer, panelboard, and feeder circuit breakers. Incoming power via Main Lugs are designed for the upper left section of the MCC.

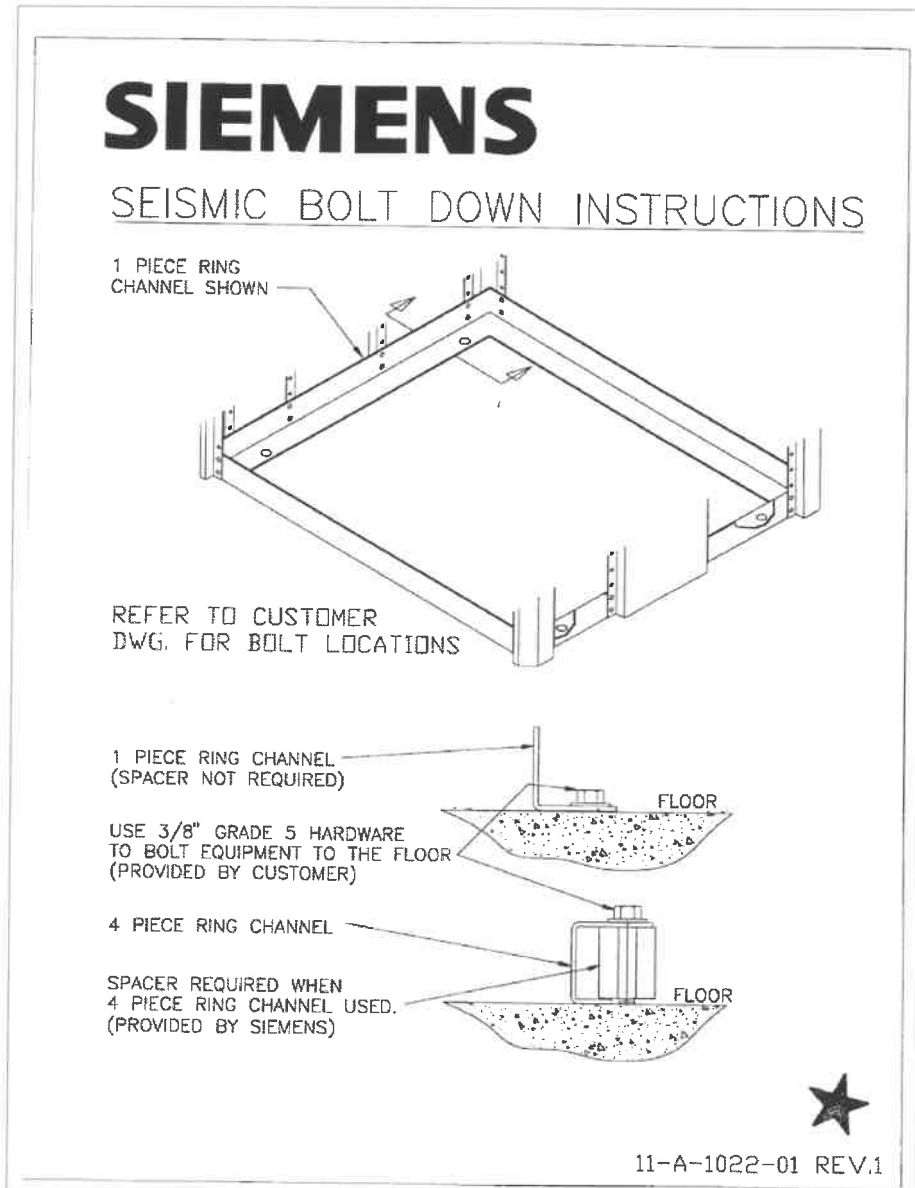


**Network Controlled Starters:** The motor starter (RVSS) is network controlled by the PLC within the RTU control panel. The electrical contractor should install a “homerun” connection from the starter to industrial ethernet switch in the RTU. The PLC will control the starters over the network.

**Profinet Cabling:** S&B is providing 20 meters of Profinet cabling (600V rated Cat5E) and connector heads:



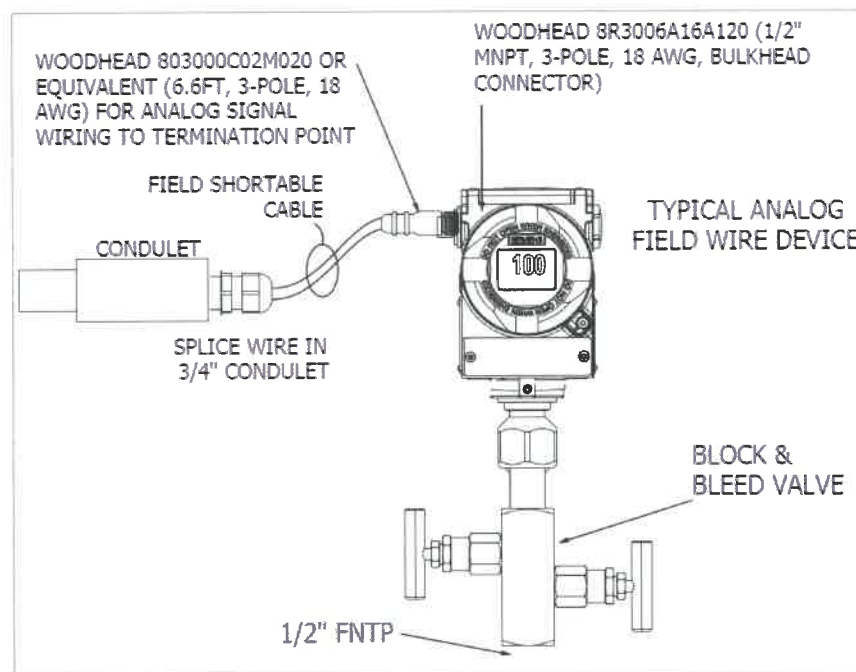
**Seismic Anchoring:** The MCC is a seismically listed product from Siemens, which comes with specific mounting/installation instructions to maintain the seismic listing, which will be supplied with the submittal information. The contractor is responsible to follow all seismic installation requirements, including hardware. A seismic study or stamped installation drawings are not included, only installation instructions to meet Siemens' seismic certification.



## Instrument Installation Details

### Gauge Pressure Transmitters

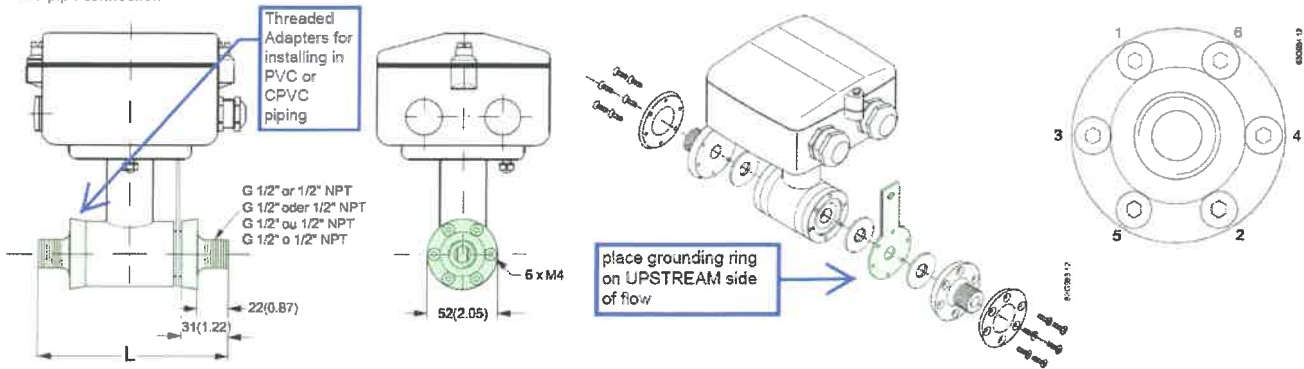
The pressure transmitters will come with an M12 bulkhead fitting which shall be threaded into the 1/2" FNPT port on the other side of the transmitter, an M12 cable – 2meters for termination in the local conduit hub for quick connection to the instrument, and a block and bleed valve to "burp" any air in the line. All items are supplied loose for installation by the contractor. The Contractor is responsible to supply all other associated equipment and assemble as per mechanical detail in the contract plans.



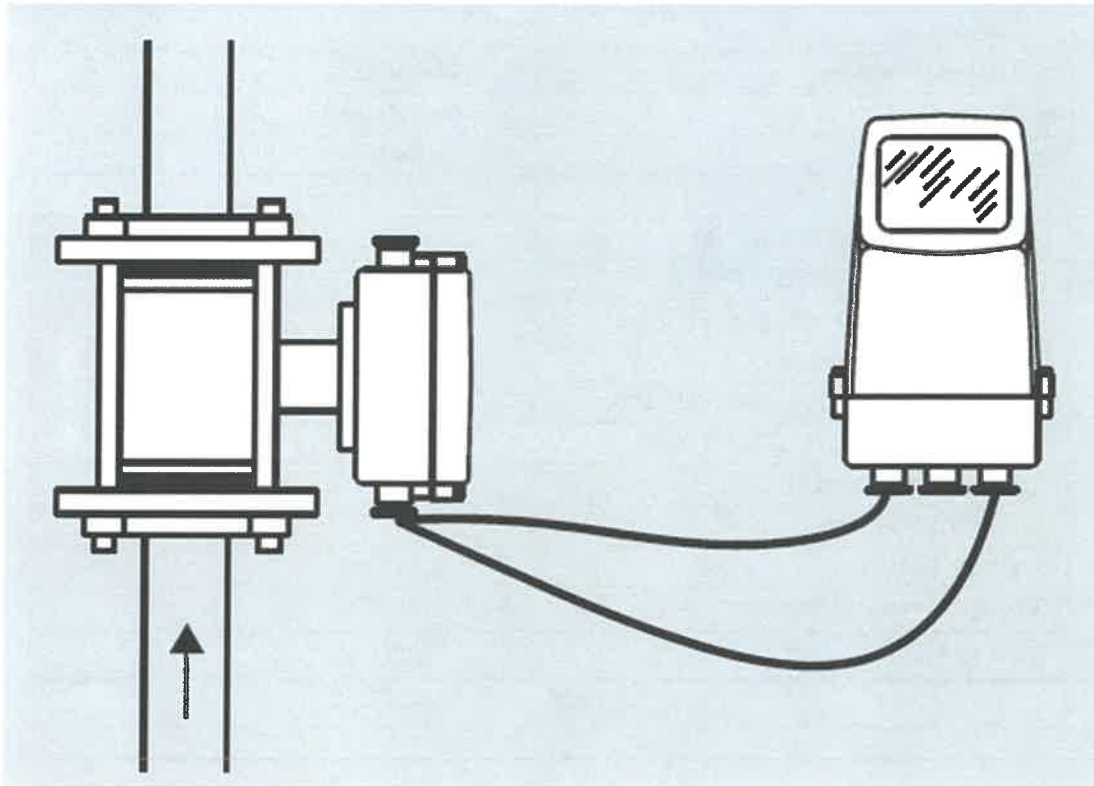
**Chemical Mag Meters**

The chemical mag meters are designed to be installed using threaded adapters into PVC or CPVC piping. And it will be important to place the supplied grounding ring on the UPSTREAM/INLET side.

*PVDF pipe connection*



For best results, it is best to install the flow meter in a vertical orientation. When in a vertical orientation, you remote mount the flow meter transmitter head from the meter tube. We have quoted the meter for a remote mounted head to allow for a vertical installation.



## System Integration

### SCADA Updates

S&B field engineers shall perform the necessary WinCC and Win911 application updates to integrate the station into the existing SCADA computer visualization system. This work is performed at the Public Works Building.

### Startup & Training Services

Startup and Training services shall be provided following equipment installation and performed by and S&B field engineer. S&B will coordinate with the Contractor(s) to identify all required components are installed such that the process control system can be validated.

## PRICING

Our scope of supply, as described in this document, is sold as a single lump sum. We have broken out the bid into the required bid item sub-sections pf A-1 and B-1 on the following page. Below is the total.

Well 5	Price	Price Breakouts
RTU (D-32DI-16DO-20AI-TP12-C-1)	\$ 39,448.00	
Professional Services		\$ 17,690.79
Hardware		\$ 21,757.21
VFD Panel (Fluoride)	\$ 12,430.00	
MCC	\$ 64,830.00	
Instruments	\$ 13,680.00	
<b>Well System</b>		
Submersible Probe (LIT-1)		\$ 1,580.00
Pressure Transmitter (PIT-1)		\$ 1,720.00
8" Mag Meter, Integral (FE/FIT-1)		\$ 4,210.00
<b>Fluoride Feed System</b>		
Pressure Switch & Seal (PSH-526)		\$ 1,090.00
1/12" Mag Meter (FE/FIT-527)		\$ 4,950.00
<b>Ancillary Systems</b>		
Motion Sensor		\$ 130.00
Electrical Design	\$ 4,256.00	
Testing, Startup, & Docs	\$ 7,440.00	
WSST (8.4%)	\$ 10,091.53	
<b>Total</b>	<b>\$ 152,175.53</b>	

*(See following page for Pricing Comparison to 2019's Well 6 project)*



### Pricing Comparison to Well 6 Project

Below we showcase the Well 5 project against the price of the Well 6 project. We used a 5% price increase in 2020. But in 2021, we saw a 12% price increase from our vendors, and in 2022 we are at a 16% price increase. The MCC category has been the largest price increase of any of the products we buy, and is even above the typical increase numbers we just stated. And FYI, our largest supplier, Siemens has their annual price increase occurring on Oct 1<sup>st</sup>, 2022. We were told to expect 7-9% increases. Therefore, with Automation Equipment (RTUs) taking 13 months to procure equipment, and MCCs taking 6 months, it would be advantageous to early procure the equipment before October to avoid the price increases and get started early on the long lead times of equipment.

<u>SCOPE</u>	<u>Well 5</u>	<u>Well 6 (2019)</u>	<u>Well 6 Future Value Calc to 2022 dollars</u>
RTU	\$39,448.00	\$29,169.00	\$39,791.18
Professional Services (not taxed)	\$17,690.79	\$14,535.00	\$19,828.07
Hardware	\$21,757.21	\$14,634.00	\$19,963.12
VFD Panel (Fluoride)	\$12,430.00	(not in scope)	(not in scope)
MCC	\$64,830.00	\$40,580.00	\$55,357.61
Instruments (total of items below)	\$13,680.00	\$7,117.13	\$9,708.90
Well System			
Submersible Probe (LIT-1)	\$1,580.00	\$1,048.98	\$1,430.98
Pressure Transmitter (PIT-1)	\$1,720.00	\$1,279.12	\$1,744.92
8" Mag Meter, Integral (FE/FIT-1)	\$4,210.00	\$4,490.93	\$6,126.35
Fluoride Feed System			
Pressure Switch & Seal (PSH-526)	\$1,090.00	(not in scope)	(not in scope)
1/12" Mag Meter (FE/FIT-527)	\$4,950.00	(not in scope)	(not in scope)
Ancillary Systems			
Motion Sensor	\$130.00	\$298.10	\$406.66
Electrical Design (not taxed)	\$4,256.00	(missed in bid)	(missed in bid)
Testing, Startup, & Docs	\$7,440.00	(missed in bid)	(missed in bid)
Applicable WSST (8.4%)	\$10,091.53	(included in pricing)	(included in pricing)
<b>Total</b>	<b>\$152,175.53</b>	<b>\$76,866.13</b>	<b>\$104,857.70</b>

## Optional Systems:

Two additional chemical feed systems can be added to the site's process control (caustic soda or sodium hypochlorite). The RTU has the required software for each system provisioned as future, therefore it is an ideal time to add it into the scope for implementation with the Well 5 upgrade. Scope and pricing for each system are found below.

### Sodium Hydroxide (Caustic Soda) Feed System Equipment

#### Itemized Scope of Supply:

Tag #	Device Type	Description
<b>Control Panels</b>		
<b>AFD-535</b>	Chem Feed VFD Panel (30"x25"x10")	Caustic Soda VFD Feed Panel
<b>Instruments</b>		
<b>LIT-531</b>	Radar Level Probe	Caustic Soda Tank Level
<b>PSH-536</b>	Digital Pressure Switch & Seal	Caustic Soda Feed High Pressure Switch
<b>FE/FIT-537</b>	1/8" Mag Meter (Remote Mount)	Caustic Soda Feed Flow
<b>Startup Services</b>		
<b>Startup</b>	Startup Services (1-day)	Commission Equipment and Process Control

#### Additional Instrumentation Installation Notes

##### *Radar Level Probes*

All radar level probes have a 1.5" MNPT body, designed for threading into plastic threading bushings. The intent is to have the unit thread on to the top of tank. As an alternative, it can be suspended above the tank, and shoot thru the lid of the tank.



#### Pricing

Below is the cost to add the Caustic Soda feed I&C equipment:

VFD Panel	\$ 12,430.00
Instruments	\$ 6,800.00
Application SW	(Already Included in RTU)
Testing, Startup, & Docs	\$ 1,550.00
Applicable WSST (8.4%)	\$ 1,757.70
<b>Total</b>	<b>\$ 22,537.70</b>

(See following page for Sodium Hypochlorite Feed System Equipment)

## Sodium Hypochlorite Feed System Equipment

### Itemized Scope of Supply:

Tag #	Device Type	Description
<b>Control Panels</b>		
AFD-545	Chem Feed VFD Panel (30"x25"x10")	SHC VFD Feed Panel
<b>Instruments</b>		
LIT-541	Radar Level Probe	SHC Tank Level
PSH-546	Digital Pressure Switch & Seal	SHC Feed High Pressure Switch
FE/FIT-547	1/12" Mag Meter (Remote Mount)	SHC Feed Flow
<b>Startup Services</b>		
Startup	Startup Services (1-day)	Commission Equipment and Process Control

### Additional Instrumentation Installation Notes

#### *Radar Level Probes*

All radar level probes have a 1.5" MNPT body, designed for threading into plastic threading bushings. The intent is to have the unit thread on to the top of tank. As an alternative, it can be suspended above the tank, and shoot thru the lid of the tank.



### Pricing

Below is the cost to add the Sodium Hypochlorite feed I&C equipment:

VFD Panel	\$ 12,430.00
Instruments	\$ 6,800.00
Application SW	(Already Included in RTU)
Testing, Startup, & Docs	\$ 1,550.00
Applicable WSST (8.4%)	\$ 1,757.70
<b>Total</b>	<b>\$ 22,537.70</b>

## Standard Terms and Conditions:

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### **Installation by Electrical Contractor:**

The system proposed is quoted for purchase and installation by the electrical contractor. Electrical and mechanical installation of the control panels, motor control center, and instruments at the project site is excluded from our scope. (The MCC must be anchored as per the manufacturers design in order to maintain the seismic qualification. The MCC installation guide will be included in our submittal package). The Electrical Contractor is encouraged to review the system prior to shipment. Following installation of the equipment our field engineer will perform startup testing and owner training.

**Electrical Contractor Coordination:** The electrical contractor should anticipate coordinating with our engineers for one short virtual meeting following the submittal cycle to review the installation requirements and then again on-site following delivery of the equipment at jobsite to review installation methods and for us to answer questions from the installer.

### **Startup & Commissioning:**

S&B field engineers will perform startup services for all quoted instrumentation on the project. The Instrumentation startup time shall be performed in parallel with the control system startup and commissioning so that it is done during the same time. This method provides savings to the contractor as there is no duplication of startup services.

Startup/Commissioning services at jobsite are performed by our field engineer. A 2-week written notice is recommended for securing the contractor's or owner's required startup date. Our field engineers schedule fills up quickly and the contractor can only choose from dates that are currently available.

S&B will provide a pre-startup checklist for the Contractor to use in verifying the electrical and mechanical systems are ready for commissioning services. An email confirmation of the pre-startup checklist completion is required prior to S&B performing startup services. Our startup time budget is based on completed checklist.

### **Submittal and O&M Documentation:**

Submittal drawings and supporting literature are provided in electronic format only, estimated at four weeks from receipt of order. The MCC is the long lead item on this project. It is estimated at 14 weeks following approved submittals and shipment to jobsite is estimated at 16 weeks following approved submittals. Field Sensors are typically available within four weeks from approval if early delivery is requested. O&M information is supplied via electronic format prior to startup for Engineer review and Contractor use. Final documentation provided in As Built drawings supplied approximately two weeks after startup.

FYI: COVID-19 has impacted lead times – creating more volatility in the lead times. These estimates may change depending upon the vendor's supply chain.

Field Sensors are typically available within four weeks from approval if early delivery is requested. O&M information is supplied via electronic format prior to startup for Engineer review and Contractor use. Final documentation provided in As Built drawings supplied approximately two weeks after startup.

**Standard Inclusions:**

- Award based on a supply purchase order issued.
- Equipment is factory tested and shipped FOB factory with freight allowed, common carrier, destination.
- Shop Drawings, instruction manuals and software documentation via electronic media.
- Submittal Documentation per specifications
- Field Engineering Services for technical support of installation questions, start-up, and acceptance testing of equipment supplied by this quotation. S&B is a designer and supplier of control system equipment, providing technical support and engineering services to review installation of our equipment, commission and attest to its compliance with the project specifications.
- Quote is valid until Sept 30<sup>th</sup>, 2022 (Siemens has a price increase on Oct 1<sup>st</sup>)

**Standard Exclusions:**

Unless specifically included as a line item in this quotation's scope of supply the following are excluded from our scope of deliverables:

- State and local sales tax
- Installation costs and any associated permits
- Stamped seismic calculations for Seismic Zone compliance.
- Arc Flash studies and/or labeling
- Short Circuit and circuit breaker trip coordination studies
- 3<sup>rd</sup> party circuit breaker certification testing and certification
- Piping, tubing, valves, fittings between the instruments and the process
- Process appurtenances: Pumps, pressure gauges, manifolds, bushings, thermowells, diaphragms, annular seals, purge assemblies, stilling wells, valves, pump over-temp sensors, pump moisture sensors, or solenoids that are not an integral part of the listed scope.
- Conduit, wire or cable external to the control system panels listed in this scope
- Mounting brackets, stanchions, supports, pads that are not integral to the control system panels or process instruments listed in this scope.
- Liquidated damages (available upon request and definition of scope)
- Subcontract (available for additional cost). This includes costs associated with certified payroll submission, EEO reports, completion of Affidavit of Wages paid.
- Bonding (service available for additional fee)
- Credit Card payment (service available for additional fee)
- Equipment not specifically listed in our scope of work

Our quotation is based on a progress payment schedule in compliance with the specifications. Our payment requests will be submitted electronically, 7 calendar days prior to the monthly closing date for inclusion. Failure to submit qualified payment requests or to transfer monies distributed by the Owner within 7 days for such payment requests may result in a 'stop work' until progress payments and interest charges are paid. Our form 977 (attached) provides our standard terms and conditions.

We look forward to the opportunity to work on this important project and will contribute to making this successful by delivering the highest quality of materials and startup services according to the agreed schedule. Please feel free to contact us regarding any questions that you may have regarding our quotation.

Yours very truly,



Jordan Stead  
Project Estimator / Inside Sales  
S&B Inc.

**EXHIBIT “B”**  
**TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment,

unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

**The United States Department of Transportation**  
**Appendix A of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



**The United States Department of Transportation**  
**Appendix E of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)