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**RESOLUTION NO. 2026-32**

**A RESOLUTION AUTHORIZING THE DIRECT PURCHASE OF A TRIDENT PACKAGE SYSTEM FOR THE WATER TREATMENT PLANT PHASE 2 PROJECT WITHOUT FURTHER COMPETITIVE BIDS, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Wellston is undertaking construction of a new Water Treatment Plant necessary to provide safe and reliable drinking water to its residents; and

WHEREAS, the plans and specifications for said Water Treatment Plant have been reviewed and, after testing, approved by the Ohio Environmental Protection Agency (Ohio EPA); and

WHEREAS, such approved plans incorporate a Trident Package System as an integral component of the treatment process; and

WHEREAS, the Trident Package System is a specialized and proprietary water treatment process, and no other system will meet the requirements of the plans and specifications as already approved by the Ohio EPA; and

WHEREAS, the City has determined that the Trident Package System may be procured at a lower cost if purchased directly from the manufacturer and, therefore, the City has obtained the attached quote from WesTech Engineering, LLC for a cost of \$3,136,915; and

WHEREAS, Ohio law recognizes exceptions to competitive bidding when an emergency exists, or where the subject of procurement is specialized, unique, or only available from a single source; and

WHEREAS, the Trident Package System constitutes a specialized system because it is integral to the Ohio EPA-approved design, no alternative systems will satisfy the approved plans without redesign, retesting, and delay, and it is available only from a single manufacturer; and

WHEREAS, Council finds that pursuing competitive alternatives would require redesign, retesting, and reapproval by the Ohio EPA, and will delay the project, and increase overall costs to the City; and

WHEREAS, Council further finds that direct procurement from the manufacturer is in the best interest of the City as it may reduce project costs while ensuring compliance with regulatory approvals; and

WHEREAS, the timely construction of the Water Treatment Plant constitutes an emergency and is necessary to protect public health, safety, and welfare, and any delay could jeopardize regulatory compliance and water service reliability.

WHEREAS, pursuant to Ohio Revised Code Section 735.051, Council may authorize contracts without competitive bidding in the event of a real and present emergency upon a two-thirds vote of its members; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WELLSTON, OHIO:**

Section 1. Council hereby determines that the Trident Package System is specialized, unique, or only available from a single manufacturer and that no other comparable system will satisfy the requirements of the Ohio EPA-approved Water Treatment Plant plans.

Section 2. Council authorizes the Service-Safety Director to enter a contract for the direct purchase of the Trident Package System from its manufacturer, without further competitive bidding.

Section 3. Council finds that such procurement is justified based on the specialized nature of the system, its integral role in the approved design, and the absence of viable alternatives.

Section 4. Council further finds that direct purchase may result in cost savings compared to prior bids and is therefore in the best financial interest of the City.

Section 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City of Wellston, for the reasons stated herein. This Resolution shall take effect and be in force immediately upon its passage.

It is hereby found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that the deliberations of this Council that resulted in such formal actions were in a meeting open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

18<sup>th</sup> PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this day of June, 2026.

  
\_\_\_\_\_  
President of Council

ATTEST  
  
\_\_\_\_\_  
Clerk of the Legislative Authority



Approved this 18<sup>th</sup> day of June 2026.

  
\_\_\_\_\_  
Mayor

Proposal  
**Wellston WTP**  
Wellston, Ohio

**Representative**

Timothy Shaw  
The Henry P. Thompson Company  
Milford, Ohio  
tshaw@hpthompson.com  
(513) 248-3200

**Engineer**

DLZ  
Logan, Ohio  
(740) 380-2828

**Contact**

Tom Dumbaugh  
tdumbaugh@westechwater.com  
(515) 268-8549

Gerry Baker  
gbaker@westechwater.com  
(515) 268-8521

Proposal: 2230059.F\_Rev0  
Thursday, April 16, 2026

**WESTECH**<sup>®</sup>

 SWIRE WATER



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# Technical Proposal

## Item A – Trident® Package System, Model 1½TR-840A

Reference Engineer’s Specification  
Section 46 07 00 Package Treatment System  
Addendum 1, 2

### Design Overview

Parameter	Unit	Value / Description
Proposed WesTech System	-	Trident® Package Water Treatment Plant, Model 1½TR-840A
Unit Quantity	-	3 units (2 units in service; N+1)
Application	-	Drinking Water Treatment
System Type	-	Field-Assembled (by others)
Overall Design Flow Rate	gpm	4,200 (2380 gpm project)
Filter Hydraulic Loading Rate	gpm/ft <sup>2</sup>	4.3 (@ project flow)
Filter Backwash Method	-	Air and water in freeboard followed by water only
Approximate Dimensions	Per Unit	39 ft-10 in L x 11 ft-11 in W x 10 in-1 in H

The Trident® is a proprietary, pre-engineered system consisting of pretreatment and filtration within a single, shippable tank. The patented Adsorption Clarifier® (AC) system and mixed media filter deliver excellent, predictable finished water quality for a variety of treatment solutions. The required footprint is up to 60% smaller than conventional plants, leading to lower installation cost. Unit flow capacity ranges from 175 gpm to 1,400 gpm, with multiple units used to handle higher flows. The internal components and ancillaries are shipped loose for installation by the contractor.



*Trident® system depicted may not entirely reflect unit quoted.*



# Technical Proposal

## Basis of Design Information

### Water Quality

The WesTech Trident system is designed based on the following feed water quality information.

#### Feed Water Quality\*

Parameter	Unit	Value / Description
Source	-	Drinking Water
pH	-	6.5 – 8.5
Temperature	°C	15 – 25
Turbidity	NTU	< 25 continuous, up to 75 spike
Color	cu	< 30
Iron	mg/L	3.0
Manganese	mg/L	0.8

\*Values are assumed and should be verified. It is expected that the influent water will not contain any substances that would inhibit or damage the process / equipment including solvents, lubricants, preservatives, and oil. Upstream process adjustments are the responsibility of and must be made by the Owner / Contractor to provide sufficient particle size and strength for filterability.

#### Treated Water Quality\*

Parameter	Unit	Value / Description
Turbidity	NTU	< 0.10
Color	cu	< 5
Iron	mg/L	< 0.30
Manganese	mg/L	< 0.05

\*Treated water quality values are an estimate, not guaranteed values. Treated water quality may be dependent on appropriate type and concentration of chemical, as applicable, with dosing relevant to project water quality and constituent speciation. Determination and optimization of reaction chemistry is by others. WesTech can support bench- and pilot-scale testing, if desired.

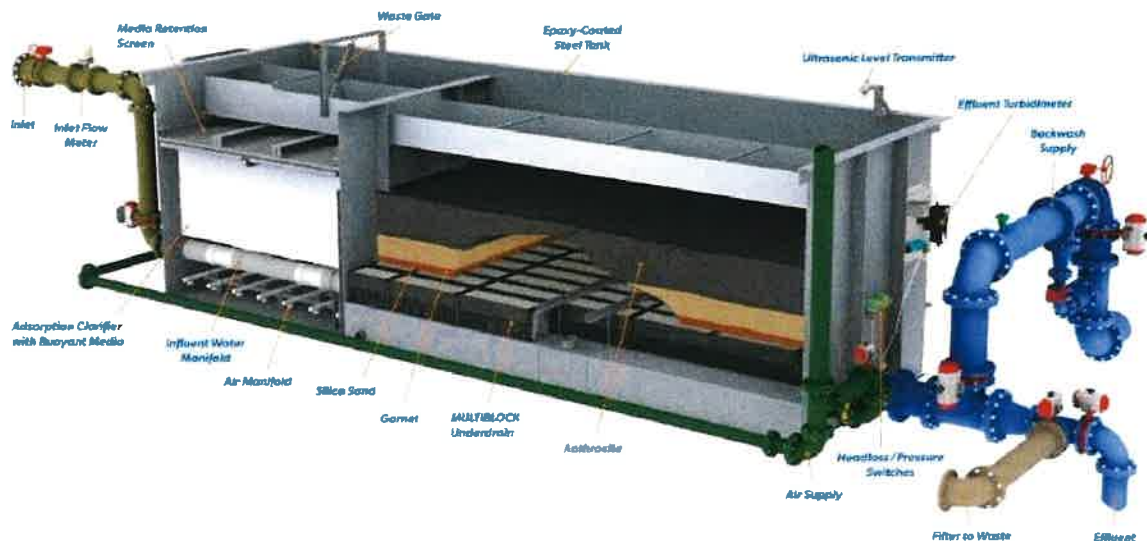


# Technical Proposal

## Process / Design Description

The Trident treatment system utilizes a two-stage configuration consisting of an up-flow buoyant media Adsorption Clarifier<sup>®</sup> followed by a conventional down-flow mixed media filter. The system is effective in reducing many raw water constituents including (but not limited to) iron, manganese, turbidity, color, and arsenic (as co-precipitant). Chemically treated water is introduced into the bottom of the Adsorption Clarifier section, where flocculation and clarification take place to reduce turbidity 75% to 95%. Clarified water flows to the gravity filter to provide a final solids removal step to produce a high-quality water effluent. Cleaning of the Adsorption Clarifier media to remove collected solids is completed using influent water and air scour. The filter is backwashed using an air and water process. Multiple AC flushes take place between filter backwashes. Once the tube / backwash flush is complete, the unit will complete a filter-to-waste step then return to service.

The filter system includes the MULTIBLOCK<sup>®</sup> direct retention air/water backwash underdrain system. Other filter underdrain options are also available. Each system includes the Aquaritol<sup>®</sup> PLC program for continuous effluent quality control.



*Trident<sup>®</sup> system depicted may not entirely reflect unit quoted.*





# Technical Proposal

## Detailed Design Summary

### Detailed Design Summary

Parameter	AES
WesTech System Model	Trident® Package Water Treatment Plant, Model 1½TR-840A (TR412A)
Number of Units in System	3
Number of Units in Operation	2
Time in Operation Per Day	24 hours
Flow Rates	
System Project Flow Rate	2,380 gpm
Daily Flow Based on Operation Time	3,400,000 gpd
Design Flow Rate, Unit	1,400 gpm
Weights	
Shipping Weight, Per Unit	34,000 lb
Operating Weight, Per Unit	330,000 lb
Adsorption Clarifier Section per Unit	
Area	140 ft <sup>2</sup>
Hydraulic Loading Rate	8.5 gpm/ft <sup>2</sup>
Flush Loading Rate – Water	10 gpm/ft <sup>2</sup>
Flush Loading Rate – Air	3.4 SCFM/ft <sup>2</sup>
Water Flush Rate – Water	1,400 gpm
Water Flush Rate – Air	475 SCFM
Filter Section per Unit	
Area	280 ft <sup>2</sup>
Hydraulic Loading Rate	4.3 gpm/ft <sup>2</sup>
Backwash Loading Rate – Water	5 gpm/ft <sup>2</sup>
Backwash Loading Rate – Air	3.4 SCFM/ft <sup>2</sup>
Backwash Flow Rate – Water	1,400 gpm
Backwash Flow Rate – Air	950 SCFM
Water Loading Rate (re-stratification)	15 gpm/ft <sup>2</sup>
Water Flow Rate (re-stratification)	4,200 gpm
Filter Effluent Flow	Gravity discharge
Backwash Method	Air and water followed by water only
Backwash Water Source	External backwash supply



# Technical Proposal

## Scope of Supply

### Scope of Supply – Trident System

Item	Quantity	Description	Material/Brand
Tank*	3 total	Field-assembled rectangular tank	Carbon steel
<b>AC Internals</b>			
AC Media	560 ft <sup>3</sup> /unit	50/50 R&S, NSF 61 approved	HDPE
Collection Trough	1/unit	Rectangular trough with waste gate	Carbon steel
Inlet Distribution	1 lot/unit	Header-lateral system & supports	Sch 80 PVC
Air Distribution	1 lot/unit	Header-lateral system & supports	Sch 80 PVC
Media Retention	140 ft <sup>2</sup> /unit	Screen mesh under grating with gaskets for installation	304 SS Mesh, Alum Grating
<b>Filter Internals</b>			
Underdrain	280 ft <sup>2</sup> /unit	MULTIBLOCK®	HDPE, 304 SS
Washtrough	1/unit	Rectangular trough; MW	Carbon steel
Air/Water Distribution	1 lot/unit	Plenum with air and water connections	304 SS
Filter Media	1 lot	See media table below	-
Valves	1 lot	See valve table below	Bray Series 30 w/ Rotork electric actuator
Walkway & Access Stairs	-	Provided by others	-
Air Scour Blower System	3	Regenerative; 25 HP, 230/460 V, 60 Hz, 3 ph, TEFC motor	FPZ
<b>Instrumentation</b>			
Influent Flow Meter	1/unit	Dedicated, magnetic meter	Endress+Hauser
Level Transmitter	1/unit	Radar	Endress+Hauser
Pressure Transmitter	2/unit	Assembly, includes digital display	Rosemount
Pressure Switch	1/system	Air scour, assembly includes gauge	Ashcroft
Effluent Turbidimeter	1/unit	Dedicated assembly with controller	HACH
Chem Feed Equipment	-	Provided by others	-
Hardware**	1 lot	Bolts and fasteners	304 SS

\*Tank is shipped without internals. Internal components and ancillaries are shipped loose for installation by others.

\*\*Anchor bolt design and supply is not by WesTech. Coagulant chemical tank and mixer, if needed, by others. One polymer feed pump per unit w/ one spare.



# Technical Proposal

## Media

### Scope of Supply – Filter Media\*

Type	Quantity	Depth	Effective Size	U.C.	Packaging
Anthracite	426 ft <sup>3</sup>	6 in	1.00 – 1.10 mm	≤ 1.7	Bagged and palletized
Greensand Plus™	1,764 ft <sup>3</sup>	24 in	0.30 – 0.35 mm	≤ 1.4	Bagged and palletized

\*Media quantities are totals for all three units and include sufficient volume for skimming. Media is shipped loose for installation by others.

## Valves

### Scope of Supply – Trident Valves\*

Item	Quantity	NPS	Type	Operator Type
Influent	3	12 in	Butterfly	Modulating
Backwash Inlet	3	16 in	Butterfly	Modulating
Effluent	3	14 in	Butterfly	Modulating
Filter to Waste	3	12 in	Butterfly	Modulating
AC Air Scour	3	6 in	Butterfly	Open/Close
Filter Air Scour	3	8 in	Butterfly	Open/Close
Waste Gate	3	N/A	Linear Cylinder	Open/Close
Influent Isolation	3	12 in	Butterfly	Manual – Handwheel
AC Air Check	3	6 in	Check	Not Applicable
Filter Air Check	3	8 in	Check	Not Applicable

\*Valves are shipped loose for installation by others.

## Connections

### Connections

Parameter	NPS
Influent	12 in
Filter Effluent / Backwash Supply	16 in
Waste / Overflow	20 in
Adsorption Clarifier Air	6 in
Filter Air	8 in

# Technical Proposal

## Surface Preparation and Coating

### Surface Preparation and Coating\*

Coating Area	Surface Preparation	Coating
Submerged (Tank)	<b>Ferrous Materials</b> NACE No. 2 / SSPC-SP 10	<b>Prime:</b> Tnemec Series N140, 5 – 7 mils DFT <b>Stripe:</b> Tnemec Series N140, brushed <b>Finish:</b> Tnemec Series N140, 5 – 7 mils DFT Total DFT: 10 – 14 mils Finish color “Off-white”
Non-Submerged (Tank)	<b>Ferrous Materials</b> NACE No. 2 / SSPC-SP 10	<b>Prime:</b> Tnemec Series N140, 5 – 7 mils DFT <b>Finish:</b> Field finish to be applied by others
Tank Base	N/A	Exterior bottom of tanks uncoated. Installing contractor to apply coal tar or asphaltic coating to equipment base pad prior to tank placement.

\*All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech. Some field touch-up and repair will be required.

## Control Panel

### Scope of Supply – Controls\*

Item	Quantity	Description	Brand
Master Control Panel	1 total	Wall mounted / Shipped loose	
Enclosure		NEMA 12, coated steel	Hoffman
PLC		CompactLogix	Allen-Bradley
HMI		PanelView Plus with FactoryTalkView ME	Allen-Bradley
UPS		15-minute power for PLC and HMI only	-
Remote Connection**		Industrial VPN / firewall router	Tosibox

\*Includes H/O/A switch, lights, emergency stop, alarm silence / reset, control relays and timers, as applicable. Connection of electrical wiring to terminals within WesTech's control panels to be provided by others.

\*\*Allows a secure connection for WesTech to provide PLC and HMI support.

## Programming

All programming is per WesTech standard practices which includes:

- System overview and set points.
- Individual component operational status and instrument trend displays.
- Alarm history, status, and indication.

Additional services such as SCADA or DCS integration, push alarm notifications (SMS, email, etc.), data historian, and reporting can be added upon request.



# Technical Proposal

## Services

### On-Site Technical Assistance and Training

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

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

### On-Site Technical Service

Service	Number of Trips	Number of Days
Installation Inspection, Start-Up Commissioning Assistance, and Operator Training	7	21
<b>Total Included Service</b>	<b>7</b>	<b>21</b>

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

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



# Clarifications and Exceptions

## General Clarifications

**Terms & Conditions:** This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

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

**Build America Buy America (BABA) Compliance:** WesTech pricing and schedule are based on compliance with the Build America Buy America (BABA) Act. Under BABA requirements, the provided Product and its associated appurtenances necessary for operation are considered a "Manufactured Product". Per the BABA Manufactured Products definition, WesTech will provide a Product where (a) final manufacturing is based in the U.S. and (b) the cost of components mined, produced, or manufactured in the U.S. is more than the minimum threshold of 55% of the system cost. Accordingly, each component associated with the Manufactured Product is not required to be individually BABA compliant. WesTech reserves the right and will provide notification of any substitutions to proposed manufacturers or components in order to achieve BABA compliance.

**Paint:** If your equipment has paint included in the price, please take note of the following. Primer paints are designed to provide only minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.





# Clarifications and Exceptions

## Trident Clarifications

- The tank is shipped without internals. All internal components and ancillaries shall be shipped loose for installation by others.
- The filter is periodically backwashed using treated water. The Adsorption Clarifier is normally washed using influent water one or more times between filter backwashes. The waste holding system should be sized to handle a total of two complete flush / wash volumes from each compartment.
- The influent pumping system should provide a range of 20 – 30 feet head at tank inlet connection. The high-rate water only backwash of the filter shall be 15 – 18 gpm/ft<sup>2</sup> with an available head of 13 feet at the tank connection.
- The price for the proposed Trident system does not include any cost for bonds. Any requirement for bond cost can be done via a change order.
- Specification Section 46 07 00 Package Treatment System:
  - The specification is based on an older version for the proposed Trident system, which was provided back in October 2023. There are some differences in the specification compared to the currently proposed Trident system. Items are outlined below and in the Exceptions section.
  - 2.1 C. - The Adsorption Clarifier® (AC) media configuration is called out as fiber balls and bead media. The current standard AC media configuration is 48” buoyant bead media. The bead configuration has been proposed in budget proposals issued since February 2024 to present. WesTech has discontinued the MMAC configuration and is only providing the standard AC bead media configuration.
  - 2.1 C. - Splash guards are called out in item 8. These were part of the MMAC configuration and are not required with the use of the standard AC bead media configuration. WesTech would not be including splash guard as part of the proposed scope of supply.
  - 2.2 B. Valves – States butterfly valves with electro-pneumatic actuators. Per the request for the project, WesTech has proposed Bray valves with electric actuators. Under specification Section 40 05 23 for the valves, Bray is listed as an approved valve. Bray valves do meet all the AWWA C504 standards, but they are not a certified AWWA C504 valve. WesTech is supplying Bray valves with Rotork electric actuators for the bid.



# Clarifications and Exceptions

- Plans/Drawing Number:
  - GP0.02 - The VC201 filter aid polymer is shown into the common feed line prior to the static mixer. Typically, the filter aid polymer would be fed after a static mixer and to each Trident unit for more optimized performance.
  - GP0.02 - Shows 950 SCFM air flow going to the Adsorption Clarifier (AC) section and 475 SCFM air flow going to the filter section for each Trident unit. Based on the proposed Trident configuration, the air flows will be 475 SCFM to the Adsorption Clarifier section and 950 SCFM air flow going to the filter section. One blower would be in service for the AC flush process and two blowers in service for the filter backwash process. The third blower would be in standby for redundancy.
  - GP0.02 - No check valves on the Adsorption Clarifier and filter air lines (piping) are shown, which would be standard for a Trident system. WesTech has supplied check valves for the AC and filter air in the scope of supply.
  - P1.00 – Process Valve Schedule table calls out the Effluent Modulating Valves as 16 in. The 16 in size will cause issues with properly controlling the effluent flow, as it would have to be in a more closed position which reduces its effectiveness in modulating the flow. In addition, the valve would see more wear on the valve disc due to the position it would be operating in. WesTech is proposing 14 in effluent valves.

## Exceptions

### Specification Section 46 07 00 Package Treatment System

- 1.7 A. - For the IO&M, WesTech will provide one (1) electronic format.
- 2.1 C. – WesTech will supply the current standard Adsorption Clarification® media configuration of 48” buoyant bead media as opposed to the fiber balls and bead media called out.
- 2.1 C. – WesTech is not including splash guard as part of the proposed scope of supply. Splash guards are called out in item 8, which were part of the MMAC configuration and are not required with the use of the standard AC bead media configuration.
- 2.2 B. – WesTech has proposed Bray valves with Rotork electric actuators. Under specification Section 40 05 23 for the valves, Bray is listed as an approved valve. Bray valves do meet all the AWWA C504 standards, but they are not a certified AWWA C504 valve.
- 2.5 A. 1. – WesTech is not providing any chemicals feed equipment for the Trident system. There are seven different chemicals being called out for the overall chemical treatment scheme and only some are associated with treatment for the Trident process. WesTech feels it makes more sense that all these be provided by one party, i.e. contractor.
- 2.6 A. – WesTech will be using Tnemec Series N140 for the coatings (prime, stripe, and finish) as outlined in the Surface Preparation and Coating table above in place of the Series 21. The Tnemec Series N140 is NSF certified and has been used by WesTech previously.
- 3.1 H. – Calls out 21 days 5 trips. WesTech will be including 21 days 7 trip per the last budget proposal Rev11 dated January 15, 2026, WesTech issued for the Trident system.





# Clarifications and Exceptions

## Plans/Drawing Number

- P1.00 – Process Valve Schedule table calls out the Effluent Modulating Valves as 16 in. The 16 in size will cause issues with properly controlling the effluent flow. WesTech will be supplying the standard 14 in. effluent valve designed for the proposed Trident TR-840A unit.





# Commercial Proposal

Proposal Name: Wellston, Ohio  
Proposal Number: 2230059.F\_Rev0  
Thursday, April 16, 2026

## 1. Bidder's Contact Information

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

## 2. Firm Pricing

Currency: USD

### Scope of Supply

A Trident® Package Water Treatment Plant, Model 1½TR-840A (TR412A) \$3,136,915

Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.) Not Included

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

### Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope) \$1,350

Pricing does not include field service unless noted in scope of supply but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy is subject to change and can be provided upon request.

## 3. Payment Terms

Purchase Order Acceptance and Contract Execution 10%  
Submittals Provided by WesTech 15%  
Release for Fabrication 35%  
Notification of Ready to Ship 40%

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

## 4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution 12 to 14 weeks  
Ready to Ship, after Receipt of Final Submittal Approval 24 to 26 weeks  
Estimated Weeks to Ready to Ship 36 to 40 weeks\*

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

## 5. Freight

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

From	Final Destination	Number of Trucks / Containers
WesTech Shops	Wellston, OH	Estimate 10 - 12



# One-Year Warranty

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

Subject to the terms below, WesTech warrants all new equipment manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is either, one calendar year immediately following start-up, or eighteen (18) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear, consumables, or coatings. Purchasers are invited to inspect the equipment in the shop for proper surface preparation and coating application prior to shipment. This warranty is not transferable.

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

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

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

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

**WESTECH**<sup>®</sup>



 SWIRE WATER

QD-10117

2025-03-24



# Terms and Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

**1. SPECIFICATIONS:** WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

**2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

**3. PARTIES TO CONTRACT:** WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.

**4. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering, LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.

**5. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering, LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

**6. PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.

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

**8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.

**9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering, LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

**10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering, LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

**11. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

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# Terms and Conditions

**12. TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

**13. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering, LLC's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

**14. SHIPMENTS:** Any shipment of delivery dates recited represent WesTech Engineering, LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering, LLC for failure to ship or deliver on such dates.

WesTech Engineering, LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering, LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering, LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering, LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering, LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering, LLC's reasonable control and occurring at a location other than WesTech Engineering, LLC or its supplier's shipping points, WesTech Engineering, LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering, LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

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

**16. PATENTS:** WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

**17. SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering, LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint



# Terms and Conditions

selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

**18. CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

**19. FORCE MAJEURE:** Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

**20. RETURN OF PRODUCTS:** No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

**21. BACKCHARGES:** WesTech Engineering, LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering, LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering, LLC purchase order, or work requisition signed by WesTech Engineering, LLC.

**22. INDEMNIFICATION:** Purchaser agrees to indemnify WesTech Engineering, LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

**23. ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

**24. MOTORS AND MOTOR DRIVES:** In order to avoid shipment delays of WesTech Engineering, LLC equipment, motors and drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

**25. EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**26. LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering, LLC against which a claim is sought.

**27. ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

## ACCEPTED BY PURCHASER

Customer Name: City of Wellston

Customer Address: 203 East Broadway

Wellston OH 45692

Contact Name: Dave Walton

Contact Phone: 740-384-2720

Contact Email: dwalton@cityofwellston.org

Signature: [Handwritten Signature]

Printed Name: Dave Walton

Date: 6/23/26

Title: Service Director