

**PORT OF SUNNYSIDE
RESOLUTION 2026-07**

**A RESOLUTION ESTABLISHING A SOLE SOURCE PROVIDER AND AUTHORIZING THE
PURCHASE OF EQUIPMENT FROM FKC CO., LTD. FOR THE INDUSTRIAL WASTEWATER
TREATMENT FACILITY.**

The Port Commissioners of the Port of Sunnyside, Yakima County, Washington does hereby resolve as follows:

WHEREAS, the Port of Sunnyside owns and operates an Industrial Wastewater Treatment Facility (IWWTF) that requires a screw press for the proper operation, maintenance, and treatment of industrial wastewater; and

WHEREAS, the Port of Sunnyside requires the screw press from FKC Co., Ltd. for the continued operation and improvement of the IWWTF; and

WHEREAS, the equipment has a significant manufacturing and delivery lead time, making it necessary for the Port to authorize the purchase in advance in order to avoid delays to the project schedule and ensure the equipment is available when needed; and

WHEREAS, FKC Co., Ltd. is the manufacturer and sole source provider of the screw press required by the Port for this application, and the equipment is not reasonably available from another source that can provide an equivalent product meeting the Port's specific operational requirements; and

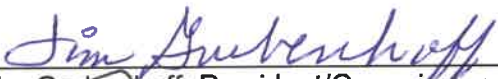
WHEREAS, the Port Commissioners find that establishing FKC Co., Ltd. as a sole source provider and authorizing the advance purchase of the screw press is necessary to avoid potential project delays resulting from equipment manufacturing and delivery lead times; and

NOW, THEREFORE, be it resolved by the Port Commissioners of the Port of Sunnyside, Yakima County, Washington, as follows:

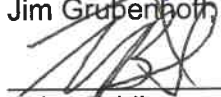
1. The Port of Sunnyside shall purchase the screw press for the industrial wastewater treatment facility from FKC CO., LTD
2. The above-described circumstance is justification for the waiver of bidding requirements pursuant to sole source provider RCW 39.04.280(1)(a).

The bidding requirement is hereby waived for the purchase of the screw press from FKC CO., LTD under the authority of RCW 39.04.280(1)(a).

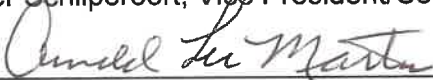
ADOPTED AND APPROVED at a regular open public meeting of the Port Commissioners of the Port of Sunnyside held the 21st day of September 2026.



Jim Grubenhoff, President/Commissioner



Tyler Schilperoort, Vice President/Commissioner



Arnold Lee Martin, Secretary/Commissioner

FKC CO., LTD.

2708 West 18th Street
Port Angeles, WA 98363



(360) 452-9472
FAX (360) 452-6880

September 16, 2026

Jacob Stolle
Parametrix

Re: Port of Sunnyside, WA WWTP
FKC Co., Ltd. BHX-1000x5500L Dewatering Screw Press
Proposal No. QT02-091626WB BHX 1000

Attached is a proposal for FKC's BHX 1000x5500L, based on Exhibit A – Specifications for IWWTF Capacity Improvements. The Screw press is designed with a capacity of 5.16 BDST/D or 430 Dry Lbs. / Hr. of Industrial WAS sludge. The Screw Press is identical in size to the existing Screw Press. In summary the following equipment is included in this proposal:

- (1) BHX-1000x5500L screw presses
- (1) 285GL flocculation tanks, with in-line mixer and polymer injection ring
- (1) Custom Local Control Panel per specifications
- (1) Emulsion Polymer Make-Down System
- (1) Headbox level transmitters
- (1) Hi-Hi Level Floc Tank Probes
- All Outlined Spare Parts
- All Required Start-Up Services
- All Required Documentation

Additional ancillary equipment necessary for a complete dewatering system could include sludge feed pumps, valves, conveying system, disposal bin, etc. These items are not included but can be provided by FKC upon request.

Along with this pricing you will find information on other miscellaneous information such as delivery, payment terms, warranty and performance guarantees. We have also attached some reference drawings of the equipment.

We hope this information is helpful. Please contact this office if you have questions or require any further information.

Thank you,

Wesley Bond
FKC Co., Ltd.

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A. Proposed Equipment

1. Screw Press

Quantity	Description	Unit Price
		FOB Port of Sunnyside
1	FKC Screw Press Model BHX 1000x5500L	See Exhibit A

Material to process:	Municipal Sludge
Inlet Consistency:	1.0% Total Solids or Higher
Max Flow:	57 gpm @ 1.5 % Total Solids (polymer excluded)
Max Solids Thru put:	430 dry pounds per hour 5.16 BDST/d
Outlet Consistency:	15% or Higher
Solids Capture:	95% minimum
Typical Operation:	24 hours per Day or less

A. Proposed Equipment

1. Screw Press (con't)

Quantity	Description	Unit Price
(con't – FKC Screw Press Model BHX-1000x5500L)		FOB Port of Sunnyside

Materials of Construction:

Screw Shell	304 Stainless Steel
Screw Flight	304 Stainless Steel
Drums	304 Stainless Steel
Screens	304 Stainless Steel
Discharge Box	304 Stainless Steel
Inlet Stand	304 Stainless Steel
Bearing Housings & Gussets	Painted Carbon Steel
Base (non-wetted parts)	Galvanized Carbon Steel
Covers	304 Stainless Steel
Fasteners (B,N,W,Clips) in wetted area	304 Stainless Steel
Shaft Seals	Nitrile Rubber

Other:

- 1 set standard tools in tool box
- 1 set drum covers
- 1 motor coupling
- 4 solenoid valves
- 1 headbox level transmitter

Speed Reducer: Sumitomo Cyclo Reducer

Motor: Toshiba C-face severe duty motor or equivalent
3.0 HP, 460V, 3ph, 184TC Frame

A. Proposed Equipment

2. Flocculation Tank

Quantity	Description	Unit Price
1	FKC Flocculation Tank	FOB Port of Sunnyside
	Model 285GL	See Exhibit A

Material to flocculate: Municipal Sludge

Inlet Consistency: 1.5 % Total Solids or Higher

Max Flow: 57 gpm @ 1.50 % Total Solids (polymer excluded)

Ave Detention Time: 5 minutes @ 1.5% Total Solids

Materials of Construction:

Tank	304 Stainless Steel
Covers	304 Stainless Steel
Agitator Support Stand	304 Stainless Steel
Agitator Blades & Shaft	304 Stainless Steel
Fasteners (B,N,W,Clips) in wetted area	304 Stainless Steel

Other: (1 Hi-Hi Level Flocc Tank Probe
(1) Aluminum Access Platform

Speed Reducer: SEW Standard Varimot Gearmotor

Motor: SEW Standard
1.5 HP, 460V, 3ph, integral to gearbox

A. Proposed Equipment

3. Control Panel

Quantity	Description	Unit Price FOB Port of Sunnyside
1	System Controls	See Exhibit A

Control Panel List

(Qty. 1) Screw Press Control Panel (60" x 49" x 18" NEMA 4X (304SS), Wall Mount w/ leg kit) including:

- Allen Bradley 5069-L320ER Processor w/ Ethernet Connection
 - 64 Digital Inputs
 - 32 Digital Outputs ▪ 16 Analog Inputs
 - 8 Analog Outputs
- PanelView Plus 7 – Allen Bradley – 15" - Performance
- (Qty.1) Floc Tank Mixer VFD, 2 HP PowerFlex 525 w/ 3% Line Reactor & Ethernet Connection.
 - o HOA, running light, fail light & potentiometer.
- (Qty.1) Screw Press VFD, 3 HP PowerFlex 525 w/ 3% Line Reactor & Ethernet Connection.
 - o HOA, running light, fail light & potentiometer.
- Process Stop on Panel Door - UPS 1000VA
- Air Conditioner – 2000 BTU
- Fiber Patch Panel
- Network Switch – Unmanaged – 7 Copper Ports – 1 SFP Port – w/ multimode SFP
- TVSS & 480/120 VAC Transformer
- Controls & Power for (Qty. 3) – Washwater Solenoids.
- Controls for (Qty. 1) – Polymer System
- Controls for (Qty. 5) – Conveyors – Motor Start in MCC - Controls for (Qty. 6) - Slide Gates.
- Inputs for (Qty. 2) – Scales
- Inputs for (Qty. 6) – Container Levels
- Controls for (Qty. 2) – Filtrate Sump Pumps
- Feed Pump control via Ethernet

Instrumentation List

- (Qty.1) Sludge Feed Flow Meter (Siemens Magnetic Flow Meter, 2", Integral Transmitter)
- (Qty.1) Filtrate Flow Meter (Siemens Magnetic Flow Meter, 2", Integral Transmitter)
- (Qty.1) Floc Tank Hi-Hi Level Switch (Warrick 316SS Probe w/ Electronics Module)
- (Qty.1) Headbox Level Transmitter (Rosemount 2" Flange Mount Connection)

A. Proposed Equipment

1. FKC Polymer Systems

Quantity	Description	Unit Price FOB Port of Sunnyside See Exhibit A
1	FKC Model PMS-M-3-P-120-R Polymer Flow Range: 0.5 – 3.0 GPM Dilution Water Flow: 5 to 20 GPM Each Unit will include the following:	
1	Progressive Cavity Neat Polymer Pump: • 1" Polymer Inlet • ½ HP, 1800 RPM, AC Inverter Duty Motor • Loss of Polymer Switch by IFM • Calibration Column	
1	Inlet Water Piping: • 1" NPT Water Inlet • Incoming Water Pressure Relief Valve • Slow Closing ASCO Solenoid Valve • Make-Down Water flow meter: Rotameter Type • Water Pressure Gage • Differential Pressure Switch	
1	Mechanical Neat Polymer : Water Mixing Chamber: • Polymer / Water injection assembly a. 316 L injection Valve • 1/3 HP, 3600 RPM, AC Inverter Duty Motor • 316L SS Mixing blades • PVC Body with Clear Polycarbonate face • Manual Drain Valve • Discharge Pressure Gage	

A. Proposed Equipment

1. FKC Polymer Systems

Continued from page 1.

- 1 Controls:
 - Enclosure: NEMA 4X, Polycarbonate 24 x 24 x 12
 - Power Requirements: 120 VAC, 20V service
 - Operator Controls:
 - a. Hand / Off / Auto
 - b. Adjustable Speed Pot
 - c. Alarm Status
 - d. Digital Display of Neat Polymer Flow Rate
 - Inputs by Others
 - a. Remote Start / Stop
 - b. 4 – 20 mA speed control
 - Outputs to Others:
 - a. System Running
 - b. System in Remote
 - c. Alarm Status
- 1 System Skid:
 - Manufactured in USA
 - 304L SS, 1" square tube
- 1 FKC Services:
 - Engineer Drawing 2D and 3D available
 - Pump Flow Curves
 - Submittal
 - Operation and Maintenance Manuals
- 1 Start-Up Services:
 - Included 1-Day Start-Up and Training

B. Miscellaneous

1. Delivery

Delivery will be within eight (8) months after approved submittals and notice to proceed with manufacturing.

2. Shipping Arrangements

The FKC screw press will be shipped via open top container from FKC Ishinomaki, Japan factory to a local port then best way overland to the WWTP.

Purchaser is responsible to remove the top of the container, unload the screw press and other miscellaneous crates/boxes via a crane, then replace and close up the container.

The flocculation tanks and other ancillary equipment provided will be delivered on a flatbed trailer from the FKC Port Angeles, WA facility then best way overland to the WWTP.

3. Price Summary

Qty	Description	Price
1	Screw Press Model BHX-1000x5500L	See Exhibit A
1	Flocculation Tank Model 285GL	See Exhibit A
1	Control Panels	See Exhibit A
1	Headbox Level Transmitter	Included
1	Hi-Hi Level Floc Tank Probe	Included
1	Polymer System	See Exhibit A
	Total FOB Port of Sunnyside	\$ 678,000.00

Pricing does not include taxes or bonding.

Additional ancillary equipment necessary for a complete dewatering system such as conveyors, valves, disposal bin, etc. are not included.

4. Purchase Options Offered

No purchase options are offered at this time.

5. Effective Period

This proposal shall remain valid 60 days from the date of the proposal.

6. Payment Terms

20% with Order

75% with Delivery

5% with Start-Up, Training, and Certification of Proper Installation

Net 30 days

7. Installation

The screw press is shipped as one piece. The screw press motor and coupling will require field installation by Purchaser.

Each piece of equipment offered is loose and separate. Purchaser would need to unload, field assemble, install and provide utilities and connections to and in between all pieces of equipment offered in this proposal.

Anchor bolts are to be provided by the Contractor.

Installation and erection assistance are not included in the price of the equipment and generally are not required. However, the service is available for our standard service rates found in paragraph B.12.

8. On-Site Services

Seven (7) days of on-site services are included with the price of this proposal. Each day consists of one man 8-hour day. Holidays and weekends days are not offered for on-site services. Time of on-site service is exclusive of travel time.

On-site services can include installation inspection, start-up, testing, calibration, performance, optimization, and training for the equipment. Operator & maintenance instruction is usually completed in one (1), 8-hour day. Performance testing normally occurs within two (2) consecutive days of operation.

9. Warranty

- A. Warranty shall extend for 12 months after start-up or 18 months after delivery, whichever comes first.
- B. Warranty shall include all parts, labor, and coatings for repairing or replacing equipment that fails during the warranty period. Defects occurring within the warranty period shall be repaired or replaced by the manufacturer at no cost to the OWNER.

10. Performance Guarantee

The performance figures and conditions denoted in section A of this proposal constitute FKC Co., Ltd.'s performance guarantee and the conditions required to meet the guarantee. All of the consistency figures are based on total solids (TS) not total suspended solids (TSS).

In the event that performance is not met, FKC will provide all parts, engineering, and labor associated with the work necessary to bring the equipment into conformance with the performance guarantee.

11. Documentation Schedule

- a. Submittals for Approval – Screw press and flocculation tank submittals and drawing within three (3) weeks of written purchase order. Control panel submittal and drawing within six (6) weeks after receipt of purchase order.
- b. Certified Drawings - within 2 weeks after submittal approval
- c. Operation & Maintenance Manuals – before delivery of equipment

12. Spare Parts List

The following spare parts are provided with this quotation:

1. Screw Press
 - a. 4 each screens per screw press
 - b. 1 each motor coupling per screw press
2. Flocculation Tank
 - a. None.

13. Service Rates

Note: For off-site work beyond this quotation scope of supply, final billing of airfare, lodging, and rental car expenses will be based on actual costs plus 10% for administrative costs.

Weekdays

\$1000.00 - per eight (8) hour day on weekdays plus, lodging, & rental car expenses.

\$190.00 - per hour for all hours exceeding eight (8) hour workday on weekdays.

\$100.00 - per hour for office engineering services and telephone consultations.

Saturdays, Sundays and Holidays

\$1,600.00 - per eight (8) hour day plus lodging and rental car expenses.

\$275.00 - per hour for all hours exceeding eight (8) hour workday.

Travel Time - Weekdays

\$80.00 - per hour travel time. (Not to exceed \$960/day, US, & Mexico only)

Travel Time – Weekends and US Holidays

\$120.00 - per hour travel time (Not to exceed \$1440/day, US, & Mexico only)

14. Notes and Clarifications

a. Screw Press and Flocculation Tank

- Supply of the anchor bolts is by purchaser.
- FKC proposal does not include the supply of polymer, grease, oil, water, sample containers, or lab testing of samples.

b. Control Panel

- Scope does include a control panel for power and logic control. Components are as listed in the quote.

Exhibit A

Specifications for IWWTF Capacity Improvements

Bid Table to be filled out completely and submitted with bid proposals.

Quantity	Item	Price	Unit
1	Screw Press	\$ 365,500.00	Each
1	Flocculation Tank	\$ 35,000.00	Lump Sum
1	Standard Control Panel	\$ 150,000.00	Lump Sum
1	Emulsion Polymer Make-Down System	\$ 35,000.00	Lump Sum
1	Installation, Startup and Training Services	\$ 12,700.00	Lump Sum
1	Documentation Services	\$ 5,000.00	Lump Sum
1	Initial Submittals	\$ Included	Lump Sum
1	Spare Parts	\$ 3,000.00	Lump Sum
1	Delivery	\$ 71,800.00	Lump Sum
	Sales Tax	\$ Not Included	
	Total:	\$ 678,000.00	

Detailed Purchase Order Specifications

Quantity	Item
1	Screw Press, with the following: ■ Model: FKC Model BHX-1000x5500L. ■ Motor: → Toshiba C-face severe duty motor. → HP: 3.0. → 460V, 3-phase. → Frame: 184TC. ■ Speed Reducer: → Sumitomo Cyclo Reducer. ■ Drum Cover. ■ Motor Coupling. ■ Four (4) solenoid valves. ■ Headbox level transmitter.
1	Flocculation tank, with the following: ■ 285-gallon 304 Stainless Steel tank. ■ Motor: → SEW Standard.

Quantity	Item
	→ 1.5 HP. → 460V, 3-phase. → Integral to gearbox. ■ Cover. → 304 Stainless Steel. ■ Agitator support stand. → 304 Stainless Steel. ■ Agitator blades and shaft. → 304 Stainless Steel. ■ Fasteners (B, N, W, Clips) in wetted area. → 304 Stainless Steel ■ Hi-Hi level floc tank probe. ■ Aluminum access platform. ■ SEW Standard Verimot Gearmotor.
1	Control Panel, with the following: ■ Enclosure. → NEMA 4X, 304 Stainless Steel. ■ PLC: Allen-Bradley CompactLogix. ■ Operator Interface: Allen-Bradley PanelView Plus 7 or Equal. ■ Software, Programming, and Documentation. Programming shall include: → A sludge flow to polymer speed ratio for automated polymer dosing. → A headbox level control PID loop. ■ Screw Press VFD. ■ Five (5) Conveyor Motor Starters. ■ Polymer System Analog Outputs/Start Command. ■ Screw Press Headbox Level Transmitter. ■ Three (3) Solenoid Valves for Screw Press Wash Water. ■ Unmanaged Ethernet Switch with Fiber Optic Port, and Fiber Optic Termination Panel. ■ Discrete and analog inputs and outputs for the following systems: → Screw Press → Filtrate Sump Pumps → Screw Conveyors → Polymer System → Flocculation Tank → Slide Gates → E-Stops → Weight Scales

Quantity	Item
	→ Roll Off Containers → Sludge and Screw Press Flow Meters → Building Ventilation Monitoring and Alarming
1	Polymer System, with the following: ■ Polymer System Model: FKC model PMS-M-3-P-120-R. ■ Progressive Cavity Neat Polymer Pump: → Polymer Flow Range: 0.5 – 3.0 GPM. → Dilution Water Flow Range: 5 – 20 GPM. → 1" Polymer Inlet. → HP: ½. → 1800 RPM. → Loss of Polymer Switch by IFM Electronic. → Calibration Column. ■ Inlet Water Piping: → 1" NPT Water Inlet. → Incoming water pressure relief valve. → Slow closing ASCO solenoid valve. → Make-down water flow meter: Rotameter Type. → Water pressure gauge. → Differential pressure switch. ■ Mechanical Neat Polymer : Water mixing chamber → Polymer/Water injection assembly: ■ 316 L injection valve. → HP: 1/3. → 3600 RPM. → AC inverter duty motor. → 316L SS mixing blades. → PVC body with clear polycarbonate face. → Manual drain valve. → Discharge pressure gauge. ■ Controls: → Enclosure: NEMA 4X, Polycarbonate 24 x 24 x 12. → Power Requirements: 120 VAC, 20A Service. → Operator Controls: ■ Hand / Off / Auto. ■ Adjustable speed pot. ■ Alarm status. ■ Digital display of neat polymer flow rate.

Quantity	Item
	→ Inputs by others: ▪ Remote start/stop. ▪ 4-20 mA speed control. → Outputs to others: ▪ System running. ▪ System in remote. ▪ Alarm status. → System skid: ▪ 304L stainless steel, 1" square tube.
1	Installation will be performed by others and is not included in this contract. Below are the services required during installation, startup, and training: ▪ Contractor shall pre-test the equipment at the manufacturing facility to ensure it is operational and ready for installation at the jobsite. Each panel shall be tested by the Contractor with power applied to the panel. The PLC inputs and outputs shall be simulated at the panel as possible. The test shall be performed on an input/output point-by-point basis. ▪ Provide qualified technician from Contractor for five (5) days to provide startup oversight and training for the one (1) new screw press, one (1) new control panel, one (1) new flocculation tank, and one (1) new polymer system. Technician shall be trained to address mechanical, electrical and instrumentation control items encountered during startup. Contractor shall allow for at least two remobilizations to meet the below requirements. → Installation Assistance and Certification: Three (3) working days on site, excluding travel time. ▪ Technician shall certify in writing the installation of equipment provided above that it has been properly installed, aligned, adjusted, and serviced with the proper lubricants, that applicable safety equipment has been properly installed and that equipment has been tested and operated satisfactorily. → Testing and Start-up: One (1) working day on site, excluding travel time. ▪ Contractor shall provide a "Detailed Plan of Testing Activities" prior to commencement of screw press system testing. ▪ Technician shall resolve assembly or installation problems at the project site which are attributable to, or associated with, the equipment furnished. ▪ The start-up testing will include recording of voltage and current and other significant parameters for each piece of equipment supplied. The Contractor shall provide a written start-up test procedure and forms to record the data for approval prior to testing. → Training: One (1) working day onsite, excluding travel time. ▪ Technician will provide operator training that shall include familiarization with the process, its requirements, and review of the Operation and Maintenance manuals.

Quantity	Item
1	Documentation Services: ■ Provide two bound and digital copies of O&M manuals for equipment provided above. ■ Equipment cut sheets. ■ Parameters for each VFD provided as-configured after startup. Provide PLC and HMI program files as-configured after startup, and documentation showing that PLC I/O has been tested in the factory as well as in the field. ■ Polymer system 2D and 3D drawings. ■ Polymer system pump flow curves. ■ Factory Acceptance Testing Report. ■ Warranty: → Warranty shall extend for 12 months after start-up or 18 months after delivery, whichever comes first. → Warranty shall include all parts, labor, and coatings for repairing or replacing equipment that fails during the warranty period. Defects occurring within the warranty period shall be repaired or replaced by the Contractor at no cost to the Owner. → The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc. ■ Recommended spare parts list. ■ Recommended scheduled maintenance list.
1	Initial Submittals: ■ Shop drawings: → Shop drawings shall establish the actual detail of all manufactured or fabricated items. All shall be drawn to scale and be completely dimensioned. → Sheet sizes of electronic shop drawings shall be in multiples of 8-1/2 by 11 inches, preferably not exceeding 22 by 34 inches unless there is a special requirement for larger size sheets. ■ Motor data: → Completed Motor Data Form. → Guaranteed minimum efficiency at rated load at rated voltage. → Starting current at rated voltage. → Guaranteed minimum power factor at rated load at rated voltage. → Expected efficiency at 1/2, 3/4, and full load at rated voltage. → Expected power factor at 1/2, 3/4, and full load at rated voltage. → Motor no-load current at rated voltage. Full-load current at rated voltage. Full load current at 110 percent voltage. → Full-load speed. → Certified copy of test report for identical motor tested in accordance with NEMA MG 1 and IEEE Standard 112, Test Method B. ■ Parts list noting materials of construction.

Quantity	Item
	■ Data sheets and product manuals for all instrumentation. Complete description of all controls and control panel, including complete master wiring diagrams, elementary or control schematics, and panel outline drawings. ■ Warranties.
1	Spare Parts: ■ Screw press motor manufacturer recommended spare parts. → Standard tools in tool box. ■ Polymer manufacturer recommended spare parts.

PURCHASE ORDER

THIS PURCHASE ORDER (the "Purchase Order") is entered into by and between the **Port of Sunnyside** (the "Buyer"), whose business address is located at 2405 Reith Way Suite 1, Sunnyside, WA 98944, and **FKC Co., LTD.** (the "Supplier"), whose address is 2708 West 18th Street Port Angeles, WA 98363. In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Materials.** For and in consideration of the Contract Sum noted below, subject to the terms and conditions contained herein, the attachments hereto, and the documents referenced herein, Supplier agrees to furnish the Materials, as described in **Exhibit A**, in a timely and workmanlike manner, including supplying all necessary supervision, materials, equipment, supplies, and skilled and sufficient workforce and to fully, completely, and faithfully comply with all the terms and conditions of this Purchase Order. The Materials shall include:

- One (1) Screw Press
- One (1) Flocculation Tank
- One (1) Standard Control Panel
- One (1) Emulsion Polymer Make-Down System
- Installation, Startup and Training Services
- Documentation Services
- Initial Submittals
- Spare Parts

Delivery Address: 747 Midvale Road, Sunnyside, Washington 98944.

2. **Contract Sum.** Buyer shall pay Supplier the fixed price of \$_____, plus Washington State sales tax, for the Materials furnished in conformance with this Purchase Order.

3. **Contract Time.** The Materials shall be manufactured and delivered FOB Destination at the Delivery Address within 8 months after Buyer issues a Notice to Proceed (the "Contract Time"). Supplier shall provide Buyer with 10 calendar days written notice prior to delivery of the Materials. The parties agree that time is of the essence in this Purchase Order and Buyer will suffer damage and be put to additional expenses in the event that Supplier does not have the Materials fully manufactured and delivered by the end of the Contract Time.

4. **Liquidated Damages.** Because it is difficult to accurately compute the amount of such costs and damages, Supplier hereby covenants and agrees to pay to Buyer liquidated damages in the amount of \$500 per working day for each day that expires after the time set forth above, which Supplier and Buyer agree reasonably approximates Buyer's actual damages.

5. **General Conditions.** This Purchase Order, and any amendments shall be subject to the General Conditions set forth on the subsequent pages of this Purchase Order, which are made part hereof. These terms and conditions shall apply to any and all sales between Supplier and Buyer and shall not be waived, modified, or amended without the express written consent of Buyer.

6. **Representation.** Buyer and Supplier represent and warrant that the following statements are true and accurate:

THIS PURCHASE ORDER CONTAINS AN INDEMNIFICATION OF CERTAIN LIABILITIES AND A WAIVER OF SUPPLIER'S TITLE 51 RCW IMMUNITY.

IN WITNESS WHEREOF, Buyer and Supplier have executed this Purchase Order, effective the date of the last authorized signature below.

PORT OF SUNNYSIDE

SUPPLIER

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

General Conditions

1. Terms. Supplier's signature of this Purchase Order constitutes Supplier's full and unconditional acceptance of the Purchase Order and all terms and conditions herein. Supplier's execution of this Purchase Order constitutes an acceptance by Supplier according to the terms and conditions herein, notwithstanding Supplier's addition of additional or different terms and conditions subsequent to execution by Buyer. Such additional or different terms and conditions shall not become a part of this Purchase Order.

2. Warranty. Supplier warrants that the Materials identified on this Purchase Order shall be free from defects and are fit for the particular purpose described herein. Materials purchased shall be subject to all written and oral express warranties made by Supplier's agents and to all warranties provided for by the Uniform Commercial Code. Supplier will furnish certificates of compliance stating that all goods are in full compliance with the plans and specifications before any material is processed, fabricated, or delivered. In addition to any other warranties applicable to, or expressly set forth in, this Purchase Order, Supplier warrants that the material(s) supplied hereunder shall be new, of the highest quality in design and workmanship, fit for the intended purpose, and free from defects in workmanship, design, and materials for a period of 18 months from date of acceptance by the Buyer.

3. Payment. Subject to the terms and conditions herein, payment for conforming Materials timely delivered to the Delivery Address shall be issued as follows according to the following schedule:

- 10% due within ten (10) calendar days of the effective date of this Purchase Order.
- 85% due within thirty (30) calendar days of final delivery and Owner's acceptance of the Materials.
- 5% due following startup, training, and Seller's Certification of Proper Installation.

Buyer shall have no obligation to pay for nonconforming Materials that are rejected or for which Buyer has timely revoked its acceptance. Buyer's obligation to pay as provided herein is expressly contingent upon receipt of executed lien waivers or releases for payments received. Progress payments shall be deemed advances and are subject to adjustment or deduction at any time prior to final payment for any reason necessitating an adjustment, including, without limitation, for setoffs, withholdings, and disputed amounts. Before issuance of final payment, the Supplier shall provide Buyer with any operation and maintenance manual information ("O & M Information"), warranty documentation, and any other information concerning the Materials required to be provided.

4. Delivery. Unless instructed otherwise by Buyer in writing, delivery of the Materials at the delivery site shall be made during normal working hours and in sufficient time before the end of a workday to allow Buyer to avoid overtime obligations for receipt and inspection of the Materials. If delivery is made outside of such hours, Buyer may deduct the cost of overtime incurred by it from the price of the Materials. Supplier shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. No shipment is to be made without the release and consent by Buyer. If a delivery price has been quoted, any charges at destination for switching, handling storage, and other accessorial services shall be borne by Supplier. Units must be shipped complete, properly packaged, and in the proper sequence for installation. No partial shipments will be accepted unless requested by Supplier and approved by Buyer in writing. All Materials

delivered to the Delivery Address shall have attached identification. Each accessory or component which is shipped "loose" shall be marked or tagged the same as the basic item. The cost to tag any unidentified material or other additional handling due to improper shipment will be charged to Supplier.

5. Inspection. Buyer shall have five (5) calendar days after delivery and receipt of the Materials to inspect them for conformity hereto. If any Materials fail to conform with the provisions hereof, Buyer shall have the right to reject such Materials. Nonconforming Materials may, in addition to any other remedies, be returned to Supplier freight collect, and risk of loss will pass to Supplier upon Buyer's delivery to the common carrier.

6. Nonconforming Materials. The Materials shall strictly comply with the plans, drawings, and specifications. Supplier shall, upon Buyer's request, promptly replace at its own cost any Materials which are nonconforming. Buyer shall provide supplier with a copy of relevant plans and specifications upon Supplier's written request. All Materials furnished under this Purchase Order shall be subject to the approval of the Buyer. In the event approval is not obtained, the Purchase Order may be cancelled by Buyer with no liability on the part of Buyer.

7. Delay. Should the Supplier fail to timely supply or deliver the Materials in strict accordance with this Purchase Order, Buyer shall have the right to purchase the Materials elsewhere and back charge the Supplier. In the event of delay of delivery of the Materials or any portion thereof for a period of more than three (3) calendar days, the Supplier shall promptly notify Buyer of the existence of the delay, the cause for delay, and the approximate duration foreseen for the delay. In addition to other remedies provided by law, Buyer shall have the following options: (A) to proceed under the Purchase Order as if it had been reformed to provide for a new delivery date, less direct expenses incurred by Buyer due to the delay; or (B) to terminate the Purchase Order by paying to the Supplier the value of any materials which have been delivered to Buyer, less increased costs for Buyer to procure the remaining Materials from another source. In addition to Buyer's other remedies, Supplier shall be liable to Buyer for any liquidated damages paid by Buyer caused by Supplier's delay in furnishing Materials.

8. Risk of Loss. Supplier assumes all risk of loss until delivery and receipt of Materials by Buyer. Title to the Materials shall pass to Buyer upon delivery and receipt by Buyer at the designated destination, subject to rejection of the Materials or revocation of acceptance. If the Materials are destroyed prior to title passing to Buyer, Buyer may, in addition to any other remedies, cancel the order or require delivery of substitute Materials of equal quantity and quality. If Buyer elects to receive substitute Materials, such delivery will be made as soon as commercially practicable. If loss of Materials is partial, Buyer shall have the right to accept the Materials not destroyed and to require delivery of substitute Materials.

9. Change Orders. Buyer may, without invalidating this Purchase Order, order in writing extra goods or make changes by altering, adding to, or deducting from the Materials, and the Purchase Order price shall be adjusted accordingly. All such Materials shall be supplied under the conditions hereof. All Change Orders shall be in writing and signed by the Buyer. Supplier shall make no claims for extras unless the same shall be agreed upon in writing by Buyer prior to the performance of any such extra goods. If additional Materials have been fully accepted by Buyer, payment shall be made to Supplier within a reasonable amount of time following acceptance of the extra goods by Buyer. In case of any dispute over adjustment of the Purchase Order price or time, Supplier shall proceed with supplying the Materials, and the dispute shall be resolved in accordance with the procedures set forth herein. Supplier shall not be entitled to any additional compensation or extension of time unless Supplier has provided

written notice to Buyer as provided herein. Supplier acknowledges that, unless expressly stated otherwise within a written change order, any change in the Purchase Order price and time effected through a written change order shall constitute full payment and accord and satisfaction for all costs incurred including, but not limited to, overhead, profit, labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with the change in the Purchase Order.

10. Job Damage. Job damage caused by Supplier, its lower-tier subcontractors, or supplier of any tier, to work at the Delivery Address (other than its own) shall be reported immediately to Buyer, and Supplier shall be responsible for its repair.

11. Indemnification. Supplier shall defend, indemnify, and hold harmless Buyer, its officers, employees, and agents from every claim, risk, loss, damage, demand, suit, judgment, and attorneys' fees, and any other kind of expense arising from, resulting from, or in any manner directly or indirectly connected with, the Materials and/or any work performed under this Purchase Order, by Supplier or Supplier's agents, employees, sub-tier subcontractors, or suppliers, to the fullest extent permitted by law and subject to the limitations provided below:

Supplier's indemnity obligations hereunder do not extend to liability resulting from the sole negligence of Buyer, its agents, or employees.

If the claim, suit, or action for injuries, death, or property damage is caused by or results from the concurrent negligence of (a) Supplier or its officer, employee, or agent; and (b) Buyer, its officers, employees, or agents, this indemnity provision shall be enforceable only to the extent of the negligence of Supplier, its officers, employees, or agents.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST SUPPLIER BY BUYER UNDER SUCH INDEMNIFICATION PROVISION, SUPPLIER SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW OR ANY OTHER APPLICABLE FEDERAL OR STATE WORKERS' COMPENSATION ACTS. THE INDEMNIFICATION OBLIGATION UNDER THIS PURCHASE ORDER SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

Defense cost recovery shall include all fees (of attorneys and experts), and costs and expenses incurred in good faith. In addition, Buyer shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense. In the event of a dispute relating or pertaining to Supplier's indemnity and defense obligations, Buyer shall be entitled to its attorneys' fees, expert fees, costs, and expenses incurred in proving Supplier's indemnity obligations.

12. Cancellation. Upon three (3) calendar days' written notice to Supplier, Buyer may terminate this Purchase Order in whole or in part for Buyer's convenience and/or at its option. Supplier's remedy for such convenience or optional termination is limited to payment for all Materials supplied pursuant to this Purchase Order prior to termination plus any incidental damages, including any commercially reasonable charges, expenses or commissions incurred in stopping delivery, in the transportation, care, and custody of Materials after cancellation, in connection with return or resale of the Materials or otherwise resulting from the termination;

provided, however, Supplier provides adequate proof of such incidental damages within ten (10) calendar days of cancellation. In no event shall Supplier be entitled to any compensation for loss of anticipated profits or unallocated overhead on Materials not furnished.

13. Disputes. At Buyer's sole option, all claims, disputes, and other matters in question between Buyer and Supplier arising out of or relating to this Purchase Order, the breach thereof, or Materials thereunder, shall be decided by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the AAA then governing, or by an arbitrator mutually agreed upon by the parties. If Buyer elects to arbitrate any such dispute, Buyer and Supplier shall be bound by any findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. As between the parties to this Purchase Order, the substantially prevailing party in any arbitration shall be entitled to an award of its attorneys' fees, costs, and expert fees incurred. Buyer and Supplier expressly grant the arbitrator the authority to award attorneys' fees and costs.

If Buyer does not select Arbitration as the means of dispute resolution, all other claims, disputes, and other matters in question between Buyer and Supplier arising out of or relating to this Purchase Order, the breach thereof, or work thereunder, shall be decided by an action filed exclusively in the Superior Court of Yakima County, Washington. The parties irrevocably waive their right to federal court jurisdiction and their right to a trial by jury. The substantially prevailing party in any such litigation shall be entitled to an award of its attorneys' fees and costs.

No claim, dispute, or controversy shall interfere with the progress and performance of the Purchase Order and, unless otherwise agreed in writing, Supplier shall carry on the Purchase Order and maintain the Construction Schedule as directed by Buyer pending resolution of any dispute, including arbitration or litigation, and, if so, Buyer shall continue to make payments of undisputed amounts due to Supplier in accordance with this Purchase Order.

14. Safety. Supplier and its lower-tier subcontractors or suppliers shall take all reasonably necessary safety precautions pertaining to its Materials and its Purchase Order performance, including compliance with applicable laws, ordinances, regulations, and orders issued by a public authority, whether federal, state, local, or other, OSHA/DOSH (Washington State Division of Safety and Health), and any safety measures requested by Buyer. Supplier shall at all times be responsible for providing a safe jobsite and be responsible for the safety of all employees, personnel, equipment, and materials within Supplier's or its lower-tier subcontractors or supplier's care, custody, or control. Supplier and its lower-tier subcontractors or suppliers shall furnish all required safety equipment and ensure all of their employees and lower-tier subcontractor's or suppliers' employees have and wear personal protective equipment in compliance with applicable OSHA/DOSH requirements and Buyer's safety rules, as provided in writing to Supplier. Buyer's supervisor may direct Supplier's superintendent to remove employees not in compliance with the requirements of this Purchase Order. In the event Supplier does not promptly correct its safety violation, Buyer may order Supplier to stop supplying the Materials under the Purchase Order until the violation is corrected, and may correct the violation and charge all costs of compliance to Supplier.

15. Payment to Lower-Tier Suppliers. Supplier shall make all payments to its lower-tier subcontractors or suppliers within ten (10) calendar days of payment from Buyer, and Supplier shall designate application of payment to goods, labor, materials, or equipment furnished to the Delivery Address. Upon failure of Supplier to comply with these requirements, Buyer may at its discretion thereafter issue payment to the Supplier and its lower tier subcontractors or suppliers by multi-party check.

16. Severability and Survival. In case any one or more of the provisions contained in this Purchase Order shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Purchase Order shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All express representations, waivers, indemnifications, and limitations of liability included in this Purchase Order will survive its completion or termination for any reason, subject to applicable states of limitation or repose.

17. Assignment. Buyer may, in its sole discretion, assign this Purchase Order to the contractor hired by the Buyer to install the Materials. Supplier may not assign this Purchase Order or any of its rights or obligations under this Purchase Order without the prior written consent of Buyer. Any assignment or transfer without such written consent shall be null and void.

18. Entire Agreement. This Purchase Order represents the entire integrated agreement between Buyer and Supplier with respect to the Materials and supersedes all prior negotiations, proposals, price terms, assumptions, clarifications, correspondences, representations, or agreements, whether written, oral, express, or implied. No modification to, or waiver of, any rights under this Purchase Order shall be valid or binding on the parties to this Purchase Order unless the same be in writing and signed by Buyer. Failure of Buyer to insist upon strict performance of any term or condition of this Purchase Order, or to exercise any option herein conferred on one or more instances, shall not be construed to be a waiver of such performance or option, or of any other covenants or agreements, on subsequent occasions, but the same shall be and remain in full force and effect. Without limiting the generality of the foregoing, the terms and conditions of Supplier's proposal, if any, (whether attached or not attached to this Purchase Order) shall not amend, add to, or modify the terms of this Purchase Order. If any Supplier proposal is attached hereto, the only term or condition of the proposal which shall be binding on the parties is the pricing contained in the proposal.

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