JAMES E. COX NORTHFIELD TOWNSHIP WATER POLLUTION CONTROL FACILITY 11500 LEMEN ROAD WHITMORE LAKE MICHIGAN PHONE 734-449-4159 FAX 734-449-4302

To:

Northfield Township Board

From:

Dan Willis -Wastewater Treatment Plant Superintendent

Date:

April 2, 2019

Subject:

Sewer Projects

Township Board Members,

We have a list of projects we would like to do this year, we have the budget to get them done and would like the ok on these items.

1. Return sludge control valve system.

The return sludge system controls the aeration system, it is 40 yrs old and not operating like it should. We have control valves that don't work and valves that don't turn, we have to guess at the flow because the flow meters aren't accurate. The price to replace the whole system is \$69,919 for all the valves and flow meters. We have 3 quotes for labor to install them with T.H.Eifert being the lowest at \$19,220. The total for this project is \$89,139

2. Scada Controls for Pump Station.

The Scada system controls the pump stations and is the alarm system for station failures. It is approaching 30 yrs. old and parts are no longer available. One has failed already and been replaced. To upgrade with new parts on all 13 pump stations at once is \$76,525 or \$5886 each. We can do them individually for \$6179 each and do 3 or 4 a year till they are all done. I would prefer to do them all at once to avoid an emergency failure.

3. Main Street Pump Station Force Main.

The force main pipe line has broken twice in the last 2 yrs. we need to

replace it before we have a brake that put sewage into the lake. It is now over 50 yrs. old . We have received 1 quote so far for \$66,300 we are currently waiting for 2 more bids. I would like the ok to proceed with the lowest bidder not to exceed the \$66,300

4. Eight Mile Rd. Pump Station VFD

The pump station at 8 Mile has 4 pumps that are run by a VFD that controls the flow to maintain a constant flow. One of the VFDs has stopped working and has to be replaced, it is 20 yrs old and no longer made. The cost of its replacement is \$15,120 including labor.

Thank you,

Dan Willis W.W.T.P Superintendent.

1. Return Sludge Control Valves



	QUOTATION	
DATE	NUMBER	PAGE
3/8/2019	0022538	1 of 3

В	NOR075
Ĺ	NOR075 NORTHFIELD TOWNSHIP
	11500 LEMEN ROAD
т	WHITMORE LAKE, MI 48189
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Accepted By:			
Company:			
Date:		<u> </u>	
DO#.			

ATTENTION:

DAN WILLIS

734-449-4159

willisd@northfieldmi.gov

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUST	OMER REF/PO#	JOB TITLE	SLP	SHIPPIN	NG TYPE
	QUOTE	NORTHFIELD TOWNSHIP, WWTP, DEZURIK, PROCESS VALVES	NJH/JRW	FREIGHT	ALLOWED
QTY	DESCRIPTION			UNIT PRICE	EXTENDED
3.00	END CONNECTIONS, MATERIAL, INTERIO CYLINDER OPERATO	·S1-S1-NBR,VP*AC WING CHECK VALVE, DUCTILE IRON BODY, ASME 125/150# FLANC , DUCTILE IRON DISC, 304 STAINLESS STEEL SHAFT, NBR DISC SE PR/EXTERIOR 12 MILS EPOXY COATING, AIR CUSHION SIDE MOUN PR. VERITICAL POSTION*	AT	\$1,338.00	\$4,014.00
7.00	GRIT EXCLUDER, 2"		lG,	\$713.00	\$4,991.00
4.00	PEC,6,F1,CI,NBR,NBI DEZURIK AWWA C51 END CONNECTIONS, GRIT EXCLUDERS, G	R,GE*GS-6-CW8 L7 ECCENTRIC PLUG VALVE, CAST IRON BODY ASME 125/150# FLA , NBR PACKING, NBR PLUG FACING, EXTERIOR - 3MILS ENAMEL CC -SERIES GEAR WITH CHAINWHEEL OPERATOR. IDES 20' GALVANIZED CHAIN*		\$1,232.00	\$4,928.00
2.00	PEC,6,F1,CI,NBR,NBI DEZURIK AWWA C51 END CONNECTIONS, LIMITROQUE QX-3 N 460V, 3PH, 60HZ, BF IP68 ENCLOSURE, LI STATUS CONTACTS REMOTE-STOP-LOCA	R*Modified IT ECCENTRIC PLUG VALVE, CAST IRON BODY, ASME 125/150# FL/ NBR PACKING, NBR PLUG FACING, EXTERIOR - 3 MILS ENAMEL CO NON-INTRUSTIVE ELECTRIC MOTOR OPERATOR, MODULATING SER RUSHLESS DC MOTOR, CAST ALUMINUM HOUSING, NEMA 4, 4X, 6, MIT SWITCHES, TORQUE SENSING, 15-60 SECONDS OPEN/CLOSE, AND 1 MONITOR RELAY, LOCAL CONTROLS SWITCHES- AL, OPEN-CLOSE, ANALOG POSITION TRANSMITTER 4-20MA SIGNA NUAL OVERRIDE HANDWHEEL. JP ASSISTANCE*	DATING, VICE, IP67, 4	\$8,600.00	\$17,200.00



QUOTATION			
DATE	NUMBER	PAGE	
3/8/2019	0022538	2 of 3	

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
	*		
1.00	DEZURIK,PLUG,4",PEC PEC,4,F1,CI,NBR,NBR*Modified DEZURIK AWWA C517 ECCENTRIC PLUG VALVE, CAST IRON BODY, ASME 125/150# FLANGED END CONNECTIONS, NBR PACKING, NBR PLUG FACING, EXTERIOR - 3 MILS ENAMEL COATING, LIMITROQUE QX-2 NON-INTRUSTIVE ELECTRIC MOTOR OPERATOR, MODULATING SERVICE, 460V, 3PH, 60HZ, BRUSHLESS DC MOTOR, CAST ALUMINUM HOUSING, NEMA 4, 4X, 6, IP67, IP68 ENCLOSURE, LIMIT SWITCHES, TORQUE SENSING, 8-30 SECONDS OPEN/CLOSE, 4 STATUS CONTACTS AND 1 MONITOR RELAY, LOCAL CONTROLS SWITCHES- REMOTE-STOP-LOCAL, OPEN-CLOSE, ANALOG POSITION TRANSMITTER 4-20MA SIGNAL, DECLUTACHABLE MANUAL OVERRIDE HANDWHEEL. *INCLUDES START-UP ASSISTANCE* SHIPPING: 18-20 WEEKS ARO	\$8,212.00	\$8,212.00
2.00	DEZURIK,PLUG,6",PEC PEC,6,F1,CI,NBR,NBR*Modified DEZURIK AWWA C517 ECCENTRIC PLUG VALVE, CAST IRON BODY, ASME 125/150# FLANGED END CONNECTIONS, NBR PACKING, NBR PLUG FACING, EXTERIOR - 3 MILS ENAMEL COATING, LIMITROQUE QX-3 NON-INTRUSTIVE ELECTRIC MOTOR OPERATOR, OPEN/CLOSE SERVICE, 460V, 3PH, 60HZ, BRUSHLESS DC MOTOR, CAST ALUMINUM HOUSING, NEMA 4, 4X, 6, IP67, IP68 ENCLOSURE, LIMIT SWITCHES, TORQUE SENSING, 15-60 SECONDS OPEN/CLOSE, 4 STATUS CONTACTS AND 1 MONITOR RELAY, LOCAL CONTROLS SWITCHES- REMOTE-STOP-LOCAL, OPEN-CLOSE, DECLUTACHABLE MANUAL OVERRIDE HANDWHEEL. *INCLUDES START-UP ASSISTANCE* SHIPPING: 18-20 WEEKS ARO	\$7,673.00	\$15,346.00
2.00	TOSHIBA,FLOW METER,6",LF654 LF654KM1BNCAAF TOSHIBA REMOTE MOUNT STYLE ELECTROMAGNETIC FLOW METER, CARBON STEEL CASE CLASS I DIV II, IP67, NEMA 4X, ASME B16.5 CLASS 150 FLANGED END CONNECTIONS, NSF APPROVED POLYURETHANE LINER, 316 STAINLESS STEEL GROUNDING RINGS, 316 STAINLESS STEEL ELECTRODE MATERIAL, LF622 REMOTE CONVERTER WITH (2) DIGITAL OUTPUTS AND (1) DIGITAL INPUT, 30' CABLE, POTTING KIT SHIPPING: IN STOCK AT FACTORY IN HOUSTON, TX *MINIMUM (1) PIPE DIAMETER LEGNTH OF UPSTREAM STRAIGHT PIPE FRON THE FLANGE IS REQUIRED TO MAINTAIN PERFORMANCE* *START-UP ASSISTANCE NOT INCLUDED*	\$5,360.00	\$10,720.00
1.00	TOSHIBA,FLOW METER,4",LF654 LF654JM1BNCAAF TOSHIBA REMOTE MOUNT STYLE ELECTROMAGNETIC FLOW METER, CARBON STEEL CASE CLASS I DIV II, IP67, NEMA 4X, ASME B16.5 CLASS 150 FLANGED END CONNECTIONS, NSF APPROVED POLYURETHANE LINER, 316 STAINLESS STEEL GROUNDING RINGS, 316 STAINLESS STEEL ELECTRODE MATERIAL, LF622 REMOTE CONVERTER WITH (2) DIGITAL OUTPUTS AND (1) DIGITAL INPUT, 30' CABLE, POTTING KIT SHIPPING: IN STOCK AT FACTORY IN HOUSTON, TX *MINIMUM (1) PIPE DIAMETER LEGNTH OF UPSTREAM STRAIGHT PIPE FRON THE FLANGE IS REQUIRED TO MAINTAIN PERFORMANCE* *START-UP ASSISTANCE NOT INCLUDED*	\$4,508.00	\$4,508.00



	QUOTATION	
DATE	NUMBER	PAGE
3/8/2019	0022538	3 of 3

1			
QTY	DESCRIPTION	UNIT PRICE	EXTENDED

VALVES QUOTED DO NOT MEET AIS OR BUY AMERICAN

WE DO NOT INCLUDE: TAXES, FLANGE ACCESSORIES, INSTALLATION OR ASSEMBLY OF ANY COMPONENTS.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE AND LOOK FORWARD TO BEING OF FUTURE SERVICE.
SINCERELY,

NICK HEINTZ / JASON WENDECKER

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL

TOTAL:

\$69,919.00



Proposal

Date: 02-25-19 Job Name: Valve Replacement

Offered To: Northfield Township 11500 Lemen Road Whitmore Lake, Michigan 48189

Phone: (734) 449-4159 Cell: (734) 323-1389 E-Mail: willisd@northfieldmi.gov Attn: Dan Willis

T.H. Eifert, Inc. offers to furnish Skilled Labor, Material, Insurance's, Tools, Equipment, and Permits (if applicable) to complete the following services.

All work to be performed during the hours of 7:00 a.m. and 3:30 p.m. Overtime work will be charged as an extra and pre-approved by the owner.

1. Scope of work includes:

• Provide labor, material, and equipment to replace 19 valves, and 3 flowmeters in the filter building as per walk through. All materials supplied by owner.

2. Work Excludes:

- Asbestos or lead paint abatement, if required.
- Removal or disposal of any materials classified as hazardous waste, unless specifically included in item (1) above.
- Service, labor or materials required for any existing equipment or piping other than specified in proposal.
- Service, labor or materials required to shut down, drain, or refill systems.
- Painting.

This Proposal is firm for 30 days. If a	ccepted, please return signed copy to our office.
Total Price	\$ 19,220.00
Accepted by:	Date:
Proposal prepared by: Tim Somervil	le Field Superintendent

This proposal is subject to our standard payment terms of net thirty (30) days unless other contractual arrangements are made. If customer fails to timely pay any invoice customer also agrees to pay finance charges at 1.5% per month, and will also pay reasonable actual attorney fees of T.H. Eifert, Inc. should collection activity be necessary.

Northfield Township WWTP Valve Replacement

Overview:

Midwest Power Systems is pleased to quote the following process valve replacements at the Northfield Township Wastewater Treatment Plant.

Midwest Power Systems shall install the following owner supplied valves:

- 1. Three (3) APCO 6" flanged swing check valves.
- 2. Seven (7) Dezurik 6" flanged plug valves with 2" operator nut.
- 3. Four (4) Dezurik 6" flanged plug valves with chain wheel operator.
- 4. Two (2) Dezurik 6" flanged plug valves with 460V Limitorque actuator with analog position transmitter.
- 5. One (1) Dezurik 4" flanged plug valves with 460V Limitorque actuator.
- 6. Two (2) Dezurik 6" flanged plug valves with 460V Limitorque actuator.
- 7. Two (2) Toshiba 6" flowmeters with remote converter.
- 8. One (1) Toshiba 4" flowmeter with remote converter.
- 9. New stainless steel nuts and bolts.
- 10. New full faced red rubber gaskets.
- 11. Process pipe filler flanges and flange adapters as required.

Total of all expenses: \$50,000

Price does not include: Tank cleaning Bypass Pumping Engineering

Brent Canup Midwest Power Systems 248-770-5121 bgcanup@aol.com



734 S. Michigan Ave Suite #1 Howell, Michigan 48843 (810) 217-3870 Phone (888) 800-2902 Fax

PROPOSAL

PROPOSAL SUBMITTED TO		TODAY'S DATE	DATE OF PLANS/PAGE #'S		
Mr. Dan Willis Plant Superintendent		March 19, 2019			
PHONE NUMBER FAX NUMBER		JOB NAME:	JOB NAME:		
734-449-4159		Northfield Township WV	Northfield Township WWTP		
ADDRESS, CITY, STATE, ZIP		JOB LOCATION			
8350 Main St, Whitmore Lake, MI		11500 Lemen Rd, W	/hitmore Lake, MI		

We propose hereby to furnish material and labor necessary for the completion of the following project scope:

- The removal and installation of the following list of valves as per our walkthrough with Dan Willis. The Owner is to provide the following items from Kennedy as per our agreement. This includes ordering, shipping and unloading of these items (just to grade level) on site for PTSI to install.
- 1. Three (3) APCO 6" flanged swing check valves.
- 2. Seven (7) Dezurik 6" flanged plug valves with 2" operator nut.
- 3. Four (4) Dezurik 6" flanged plug valves with chain wheel operator.
- 4. Two (2) Dezurik 6" flanged plug valves with 460V Limitorque actuator with analog position transmitter.
- 5. One (1) Dezurik 4" flanged plug valves with 460V Limitorque actuator.
- 6. Two (2) Dezurik 6" flanged plug valves with 460V Limitorque actuator.
- 7. Two (2) Toshiba 6" flowmeters with remote converter.
- 8. One (1) Toshiba 4" flowmeter with remote converter.
- 9. Stainless bolt and nut kits.
- 10. New red rubber gaskets.
- 11. Process pipe fill flanges and flange adapters as required. (we will provide this item as it will be determined in the field during install)

Base Bid = \$56,990.00

Included:

- Hoisting & rigging
- Demolition
- Installation (only) Owner to provide the materials.
- Insurance
- Supervision, labor, and oversite for our work
- Project to be performed in a workmanlike manner

Excluded:

Bonding



734 S. Michigan Ave Suite #1 Howell, Michigan 48843 (810) 217-3870 Phone (888) 800-2902 Fax

PROPOSAL

Payment as follows: Within 30 days of invoice date, subject to 1.5% monthly finance charge.

General Conditions: All work to be completed in a substantial workmanlike manner per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, signed by both parties, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Unless specifically agreed upon, Owner to provided sufficient power, water, and toilet facilities to perform the project. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. Work to proceed upon receipt of signed copy of this proposal or other written form of acceptance that references this proposal as part of the contract documents.

Authorized Signature		Note: this proposal may be withdrawn by us if not accepted within <u>30</u> days.
ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are	Signature Print Name / Title	
hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Date of Acceptance	

2. Scada Controls For Pump Stations





Description March 15, 2019 **Description** Motorla RTU Upgrades

Customer Northfield Township

Ouore# 190389

Estimator Ken Wesley

Email ken wesley@uiscorp.com

To Dan Willis

Northfield Township 11500 Lemen Rd Whitmore Lake, MI 48189

Upgrade Motorola RTUs (Project Approach)

At thirteen (13) lift stations, furnish and install one (1) Motorola ACE3600 RTU with enclosure, UHF radio, battery backup, and necessary I/O to replace the existing RTU that is no longer supported.

Provide necessary Motorola RTU programming to convert the existing programs for the new ACE RTUs.

Provide startup service for the thirteen sites.

Our price for this scope of work is

\$76,525.0

Motorola RTU Upgrades (Phased Approach)

For the following lift stations: Nine Mile, Elm Crest, North Shore 1, North Shore 2, East Shore 1, East Shore 2, Whitmore Lake, Raymond, Edmund, Eagle Gardens, and Shadowoods, furnish and Install one (1) Motorola ACE3600 RTU with enclosure, UHF radio, battery backup, and necessary I/O to replace the existing RTU that is no longer supported.

Provide necessary Motorola RTU programming to convert the existing program for the new ACE RTU.

Provide startup services.

Our price for this scope of work at **EACH** locations is

\$5,995.0

For the following lift stations: North Territorial and Eight Mile, furnish and install one (1) Motorola ACE3600 RTU with enclosure, UHF radio, battery backup, and necessary I/O to replace the existing RTU that is no longer supported.

Provide necessary Motorola RTU programming to convert the existing program for the new ACE RTU.

Provide startup services.

Our price for this scope of work at <u>EACH</u> locations is

\$7,195.0

Our total for the phased approach is

\$80,335,0

UIS SCADA Approved by

Date March 15, 2019

UIS Group of Companies 2290 Bishop Circle East Dexter, MI 48130 (734) 424-1200

Utilities Instrumentation Servic UIS SCAD UIS Renewable Pow

Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.

Our price is valid for thirty (30) days, after which time UIS SCADA reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

1. Offer.

These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services Identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

2. Acceptance.

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

3. Prices.

Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes.

4. Payment Terms._
Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

5. Shipping and Delivery.

All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for. (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferment or cancellation.

6. Proprietary Materials.

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, vithout limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses.

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

8. Design.

Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

9. Warranty.

(a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other aim with respect to the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

10. Liability Limitation.

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, defivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

11. Termination.

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller; (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

12. Right of Entry.

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

UIS Group of Companies 2290 Bishop Circle East Dexter, MI 48130 (734) 424-1200

13. Force Majeure.

Seller shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, nots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, acts of terrorism or war, or acts by third parties, failure of Purchaser to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Seller's obligations under the Order Confirmation and any related purchase order shall be suspended and Seller shall not have any obligation to provide Purchaser with Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Services, nor shall Seller be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

14. Employee Solicitation

Employee Solicitation. Purchaser agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Seller directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Seller regardless of the circumstances surrounding employee's cause of termination of employment.

15. Indemnification.

Purchaser holds harmless, indemnifies, and will defend Seller and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, or fines including attorney's fees and expenses to the extent directly or indirectly cause by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the contract between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Seller's negligence. Liability per above is not limited by limits of workers compensation coverage.

16. Waiver.

Walver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

17. Survival.

These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order

18. Entire Agreement.

The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Seller.

19. Applicable Laws.

Unless otherwise specified, the laws of the State of Michigan, except for its choice of laws provisions, shall govern these Terms.

3. Main St Pump Station Force Main

Joe Raica Excavating, Inc

3640 Nicholson Rd Fowlerville, Mi 48836 joeraicaexc@hotmail.com

Phone 517-521-4508 Fax 517-521-4393

Job Quote

March 22, 2019 6" Sewer Force Main Northfield Township

Approx. 780'+/Supply and fuse 6" IPS Pipe
Locate utilities marked by miss dig
Bore and install 6" IPS pipe with 2 green locator wires. Completed in 1 or 2 drills.
Excavate and make connections at manhole and lift station
Remove asphalt drive as needed

Total

\$66,300.00

Price includes the following-

Labor and Equipment Material Entrance and Exit Pits Utility Locating Fusing

Price does NOT include the following-

Owner to Replace Asphalt on drive
Water for drilling- Supplied by owner
Haul out of contaminated soil
Layout
Compaction Testing
Permits
Not responsible for unmarked or miss marked utilities

Respectfully,

Jennifer Raica

4. Eight Mile Rd. Pump Station VFD









Date February 22, 2019

Customer Northfield Township

Description Main Lift Station - Replace VFD

Quote # 190321

Estimator Brian Davis

Email brian.davis@uiscorp.com

To Dan Willis

Northfield Township 11500 Lemen Rd

Whitmore Lake, MI 48189

Scope of Work

Furnish and install one (1) Allen Bradly PowerFlex 400, 100 HP, 480 VAC, VFD at Main Lift Station.

Furnish and install one (1) Allen Bradley remote HIM with cable.

Rewire controls to new drive.

Provide programming and startup services.

Note: Existing enclosure and line reactor to be used for installation.

Total

\$15,120.00

UIS is accredited to ISO/IEC 17025:2005 for Calibration

Our Professional Technicians are routinely trained and updated in ISA and EPRI standards.







ISO/TS16949 calls for external laboratories used for inspection, testing, or calibration to be accredited to ISO 17025. This standard certifies that the laboratory is able to provide technically competent services, to operate an effective quality system, and to generate technically valid calibration and test results. Our tools are calibrated and are traceable to NIST (National Institute of Standards and Technology). As a customer you are assured of precise, accurate, and repeatable results along with enhanced data reporting. Uncertainty is not taken into account when statements of compliance are made.

Accredited calibrations with or without uncertainties are not provided unless requested in writing.

UIS SCADA Approved by

Date February 22, 2019

Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.

Our price is valid for thirty (30) days, after which time UIS SCADA reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

1. Offer.

These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

UIS Group of Companies 2290 Bishop Circle East Dexter, MI 48130 (734) 424-1200

2. Acceptance.

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

3. Prices.

Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes.

4. Payment Terms.

Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Sellier may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

5. Shipping and Delivery.

All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for. (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferment or cancellation.

6. Proprietary Materials.

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses.

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

8. Design.
Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

9. Warranty.

(a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products a shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(e) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS
OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS. INCLUDING. WITHOUT LIMITATION. ANY STATUTORY OR IMPLED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

10. Liability Limitation.

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

11. Termination.

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller. (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

12. Right of Entry.

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

13. Force Majeure,

Seller shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, acts of terrorism or war, or acts by third parties, failure of Purchaser to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Seller's obligations under the Order Confirmation and any related purchase order shall be suspended and Seller shall not have any obligation to provide Purchaser with Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Services, nor shall Seller be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

14. Employee Solicitation

Employee Solicitation. Purchaser agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Seller directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Seller regardless of the circumstances surrounding employee's cause of termination of employment.

15. Indemnification.

Purchaser holds harmless, indemnifies, and will defend Seller and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, or fines including attorney's fees and expenses to the extent directly or indirectly cause by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the contract between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Seller's negligence. Liability per above is not limited by limits of workers compensation coverage.

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Waiver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

17. Survival.

These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order

18, Entire Agreement.

The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Seller.

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19. <u>Applicable Laws.</u>
Unless otherwise specified, the laws of the State of Michigan, except for its choice of laws provisions, shall govern these Terms.

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Boring and Jacking Pipe Jacking Horizontal Directional Drilling (HDD)

PREQUALIFIED MDOT INDOT ODOT

www.lowecon.net
2535 BADER ROAD
Scott Bazinet; scott@lowecon.net

Cell Phone: (517) 206-5423

HORTON, MICHIGAN 49246-9714

BUS: (517) 529-9406 FAX: (517) 529-4504

Tim Mattice: tim@lowecon.net Cell Phone: (734) 552-2667

DIRECTIONAL DRILL PRICE QUOTE

Date: <u>04-04-19</u>	
Please deliver the following pages to:	ELO TWP
Attn: Min=	Phone:
Fax/Cell Number:	e-Mail:
From: Scott	
Number of pages including cover sheet: Item(s) quoted: Number of pages including cover sheet: Number of pages including cover sheet: Number of pages including cover sheet: Number of pages including cover sheet:	PLACED USING HOD METHODS FOR 109,000
= \$6,020.00	TOUCE USING HIDD METHODS TOK TO KNOW
Que Quore Incurres PAE, Fusi	NG & 2 MAL CONNECTIONS
· •	
*Price total depends on total footage bored	

The above price(s) include equipment & labor to directional bore and install the General Contractor supplied carrier pipe/conduit with basic tracer wire only unless otherwise noted.

Price(s) do not include entry/exit pits (if needed), pipe/conduit, conduit termination, special tracer wire, hauling of dirt, drill mud cleanup requiring Vactor® type equipment, disposal of drill mud, inspection fees, permits or bonds, railroad inspection fees, poly-wrap, railroad insurance, saw cutting, special backfill, surface restoration, traffic control, trucking, re-locating of utilities, or utility locating via Vactor® or similar type of excavation.

Note: A local water source would need to be made available (i.e. Hydrant, river, pond, etc.)

Should you encounter any problems during this transmission or do not receive the indicated number of pages, please call (517) 529-9406. Thank you

RC Directional Boring, Inc. P.O. Box 706 Howell, Mi. 48844

ATTN: Mark Spirl

April 2, 2019

Mike Spirl

Phone: 734-845-7117

Email: spirlm@northfieldmi.gov

Job: Northfield Township WWTP

We hereby submit specifications and estimates for:

Directional Boring:

Approximately 780 ft. of 6 inch HDPE IPS DR11 @ \$ 56.00 per ft.

RC is to bore, supply pipe, make connections to lift station, and remove asphalt only. Replacement of asphalt would be an extra cost.

***Please note that RC Directional Boring will not guarantee any copper tracer wire for breakage, stainless only. These prices are not for rock boring. (45 blow count) We will need a place to dump drill mud on site. Poly wrap will not stay on the pipe if needed. RC is MDOT approved.

We Propose hereby to provide labor – complete in accordance with the specification, for the sum of

Directional Boring Price Total: Depends on Total Footages

Mobilization: \$-0-Due on Start.

Payment to be made as follows: <u>30 day net</u> (any bonding or retainage monies to be discussed prior to signing of the contract) (If we do not receive a signed copy of this contract back from you before work is done, we will assume that the job is per quote)

Responsibilities of Prime Contractor:

Prime contractor, at no cost to RC, agrees to:

- 1. RC will not be responsible for the damage to any private unmarked utilities.
- 2. Obtain all necessary permits, licenses and permission from all authorities and private landowners prior to commencement of work.
- 3. Owner or Prime Contractor will stake entry and exit points prior to commencement of project.
- 4. Provide suitable work sites, access for trucking RC equipment to job site and including mats, if required.
- 5. Furnish, install and maintain any traffic and erosion control, if required.
- 6. Provide equipment and personnel to assist RC during bore pit and exit site set up.
- 7. Be responsible for hauling and disposing of contaminated soils or water encountered in the bore hole during the drilling operation.
- 8. Provide any and all security on project, if required.
- 9. Provide all project pipe for HDD project.
- 10. Provide all site restoration.
- 11. Provide any excavating over 5 feet deep.
- 12. Provide all dewatering needed.
- 13. Provide all pressure testing and chlorinating if needed.
- 14. Provide dump site for drill mud.
- 15. Provide de-watering and all shoring if needed.
- 16. Provide all pavement removal and replacement if needed.

QUOTE ON ABOVE REFERENCED PROJECT:

No provisions for down hole motors of assemblies for handling rock formations are included in this price. If encountered, a renegotiated footage or day rate will apply.

General Conditions:

- 1. Payment terms-Net 30 days: 2% per month finance charge.
- 2. Crew availability
 Subject to crew and rig availability.
- 3. Delays and Work Stoppage
 If a work stoppage order issued by the engineer, a standby rate of \$3,000.00
 per day plus any equipment rental fee, applies, when it arises through no fault of RC
 Directional Boring, Inc.
- 4. Back Charges
- 5. Any back charges to RC Directional Boring Inc. will be verified, authorized and signed at time of said charges by RC project manager.

- 6. Change in Procedures
 - All additional costs resulting from client errors, information, or omissions and manmade or natural obstructions encountered requiring substantial deviation from specifications are charged on a cost plus basis.
- 7. Project Performance
 - All locating is done by an overhead walking system and all grades are at 1% or better unless otherwise noted. If the directionally drilled pipeline is not installed or RC abandons the effort, the limit of recourse by the Owner or Prime Contractor shall be the forfeiture of all payments for the applicable time by RC. In some cases, extenuating circumstances may dictate another arrangement be made between RC and Prime Contractor or Owner.
- 8. Time is of the Essence
 Our proposal will remain firm for 30 days and is predicated upon a mutually agreeable contract and rig availability, unless extended in writing by RC Directional Boring Inc.
- 9. Formal Agreement
 Upon acceptance of this quotation, an authorized representative is requested to sign and return one copy to RC Directional Boring Inc., credit approval of client.
- 10. **If our quote is used to obtain job, please call to schedule ASAP.

Client
Firm:______ RC Directional Boring Inc.

By:______ By:_____

Printed Name: _____ Printed Name:

Title:______ Title:_____