

**Process
Equipment
Repair
Services, Inc.**

5991 Division Road

West Bend, WI 53095

- 262-629-1059 phone/FAX * 414-412-4403 mobile * PERSLaMont@aol.com *

Date: January 20, 2018

Mr. Jared Greeno, Superintendent
La Crosse Wastewater Treatment Utility
905 Houska Park Drive
La Crosse, WI 54601

Re: Digester Cover Rehabilitation Project
PERS, Inc. Proposal #18-104

Dear Mr. Greeno,

Please find enclosed our proposal #18-104 for the purpose of preparing rehabilitation specifications for one (1) 74 foot diameter (PFT) *Envirex* Digester Cover furnished under original contract with the City and PFT in approximately 1953.

The specifications shall be created and incorporated with the City's various required terms and conditions. The contract for mechanical labor to be let to and completed by a General Contractor.

In part, the specifications will include the procedures for dismantling the cover for the purpose of sand blasting and painting on-site the various pieces of ferrous structural steel. Included will be engineered specifications for the type of blasting and coating system, (for the ferrous metal, guide components and interior transfer lines and support assemblies)

The specifications will also detail procedures for the removal and reinstallation of any required components. Also, a section regarding a new (to be determined) roof system, removal and replacement of the ceiling steel plates and the detailed requirements of past experience with this type of rehabilitation and with the City of LaCrosse.

Any repair and or replacement of any ferrous, plastic or rubber material found to be defective either by erosion, corrosion, wear, found after sandblasting or disassembly will be addressed at the time of inspection and noted to precipitate a potential change order to the original repair specifications. Most items of this nature will be noted and outlined for repair in the specifications.

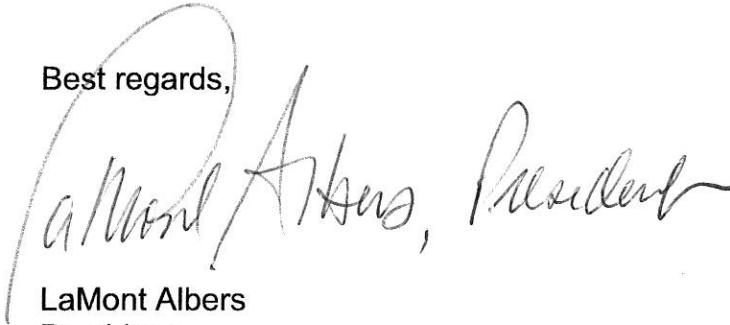
Specifications shall also address the site available for demolition, blasting and painting.

The specifications will also state that any quoted prices for various services or materials required will be effective until a yet to be determined date in 2019.

The rehabilitation project should take about fourteen (14) to sixteen (16) weeks, depending on weather conditions and or additional procedures.

If you have any questions or comments, please contact us at your convenience. Thank you for your consideration and the continued opportunity to be of service.

Best regards,

A handwritten signature in black ink that reads "LaMont Albers, President". The signature is written in a cursive style with a large, looping initial "L".

LaMont Albers
President

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PROPOSAL for PROFESSIONAL SERVICES #18-104

City of LaCrosse, WI

DATE: January 21, 2018

Sheet 1 of 5

Mr. Jared Greeno
LaCrosse Wastewater Treatment Utility
905 Houska Park Drive
LaCrosse, WI 54601

Work Location: Wastewater Treatment Utility
LaCrosse, WI

Site Telephone: 608-789-7322

Scope of Services

We hereby propose to furnish the services required for the creation of specifications necessary for rehabilitation of One (1) Digester Cover outlined in the cover letter.

Service Labor:

Approximately ninety-one (91) man-hours for specification preparation as outlined in the cover letter dated January 20, 2018, 3 trips for inspection purposes, meetings, travel, expenses:

Estimate:(not to exceed) \$10,000.00

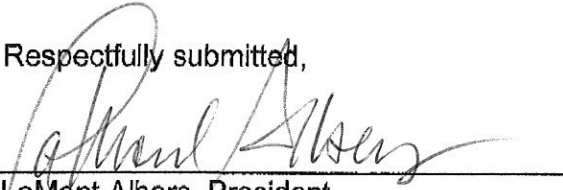
All work is guaranteed to be as specified, and the above work shall be performed in accordance with, or to exceed, the manufacturer's specifications for above work, and completed in a substantial workmanlike manner with payments to be made Net 45 Days from the Date of Invoice.

City of La Crosse shall be billed for actual labor hours only, travel, living expenses charged as per "Terms and Conditions"

Owner to carry fire, natural disaster and other necessary insurance upon above work. Worker's Compensation, Professional, Pollution, and Public Liability Insurance on above service work to be the responsibility of **Process Equipment Repair Services, Inc.**

Read, Sign and Return one copy of the Proposal cover with a signed copy of the attached **PERS, Inc.** "Terms Governing Customer Services".

Respectfully submitted,




LaMont Albers, President

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Services, Inc.**

Note: This proposal may be withdrawn if not accepted within 90 days.

The above prices, specifications, and attached Service Terms of the Proposal are satisfactory, and are hereby accepted. **Process Equipment Repair Services, Inc.** is authorized to do the work as specified. Payment will be made as outlined above.

Signature:  Date: 3/14/2008

Print Name: MARK E. JOHNSON

Signature: _____ Date: _____

Print Name: _____

Process Equipment Repair Services, Inc. **TERMS GOVERNING CUSTOMER SERVICES**

1. **Service Rates:** Services of Process Equipment Repair Services, Inc. (PERS, Inc.) an organization for Operation and Maintenance, Equipment Services as specified in this proposal are furnished by PERS, Inc. at the following rates:

A. For all Mechanical Services and Equipment Services, including proposal estimates and administrative costs, within the continental limits of the United States: \$110.00 per hour, per technician, \$880.00 per eight (8) hour day, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday shall be charged double time; time worked on U.S. Holidays shall be charged double time. Services performed under hazardous conditions that require the use of special breathing apparatus and/or protective gear will be charged at twice the standard rate, (See Section 5). PERS, Inc. is obligated to pay all employees the designated prevailing wage rate. PERS, Inc. is also obligated to insure that all sub-contract labor is paid the prevailing wage rate for their classification.

B. Travelling, living and incidental expenses at cost, (not to exceed \$180.00 per day per person). Personal and corporate vehicles will be charged at a rate of \$1.50 per mile.

C. Travel time shall be charged to and from the Client's job site at the standard hourly rate for the Services being performed. Weekend and holiday travel requests, if required by the Client, shall be charged at overtime rates.

D. There are no charges for telephone consultations unless Services are performed at the Client's request. Rates shown above apply to services performed within 90 Days from the Date of Quotation. Services performed after that time will be subject to then current rates.

2. **Basis of Price:**

A. PERS, Inc. prices do not include the cost of materials and material freight, or the cost of any other third part services unless expressly stated within this Proposal. Materials furnished by PERS, Inc. shall be invoiced at cost plus (+) 20% and shall be covered under the Proposal Warranty. Material freight shall be prepaid to the job site.

B. PERS, Inc. prices do not include sales, use, excise or other similar taxes unless expressly stated within this Proposal. The Client shall furnish PERS, Inc. with a copy of the Client's tax exemption Certificate, or the Tax Exemption I.D. Number on the Client's letterhead.

C. Bonds, Insurance (other than our normal Coverage), and other premiums are not included. Additional bonding and insurance requirements, if required or requested by the Client, will be added at cost to the Proposal price.

D. Terms of Payment: Net 30 days from the Date of Invoice unless otherwise agreed to in advance and in writing. Partial invoices for equipment and materials will be submitted when the equipment and materials are shipped to the job site. Partial invoices for labor and services may be submitted at the end of each month through project completion. In the event any payment becomes past due, a compound interest charge of 1.5 percent shall be assessed monthly and for any portion thereafter. Client agrees to pay any and all actual Attorneys' fees and court costs if attorneys are retained to collect any past due amounts.

3. **Cancellation:** In the event of cancellation, Client agrees to compensate PERS, Inc. for all work performed up to the date of cancellation.

4. **Performance and Warranty:** PERS, Inc. agrees to perform the services and work ["Services"] described in the Scope of Services in the proposal, within the limits prescribed by the Client, on a good faith basis under the terms and conditions set forth herein. PERS, Inc. shall exercise reasonable skill and judgment in providing such Services. PERS, Inc.'s responsibility is limited to Services specifically performed by PERS, Inc. for the Client. PERS, Inc.'s warranty is a warranty for the performance of services and equipment supplied only, and PERS, Inc. hereby disclaims any and all warranties for any equipment, mechanical device or machine not provided by PERS, Inc. to the Client under the scope of services above. PERS, Inc. shall not be responsible for acts or omissions of the Client, its officers, directors, employees, or agents, or any third parties. Except for the direct acts or omissions of PERS, Inc. representatives, the responsibility for proper operation and maintenance of the equipment shall be the Client's. **Failure by the Client to properly operate and maintain the equipment shall void any and all warranty claims and remedies that may result.** PERS, Inc. warrants that Services shall be of good quality in all respects. Services shall be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted industry standards, principles and practices. The Services of PERS, Inc. technicians shall be free of defects in workmanship FOR A PERIOD OF ONE (1) YEAR from the date of completion. **Remedy:** All warranty claims in connection with the Services to be performed hereunder shall be made promptly by the Client in writing and received by PERS, Inc. within one year after PERS, Inc. last performed substantial and related work at the job site. PERS, Inc. shall repair or replace Services proven to be defective in workmanship, OR AT ITS SOLE OPTION, refund the cost of the Services.

PERS, Inc. may accept back charges for warranty claims performed by the Client, provided that PERS, Inc. has given its written approval PRIOR to the Client performing such services.

The remedy stated above for proven defects in Services and Workmanship SHALL BE THE CLIENTS'S SOLE AND EXCLUSIVE REMEDY.

LIMITATION OF LIABILITY: UNDER THIS AGREEMENT, PERS, INC. SHALL ONLY BE LIABLE FOR DAMAGES FOR THE SCOPE OF SERVICE PROVIDED. PERS, INC. SHALL NOT BE LIABLE FOR ANY PUNITIVE DAMAGES, PRODUCT LIABILITY DAMAGES, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES RESULTING FROM INJURY TO PERSONS OR PROPERTY, LOSS OF PROFITS, LOSS OF BUSINESS REPUTATION, DOWNTIME, OR ANY OTHER LOSSES OR EXPENSES NOT IN CONNECTION WITH THE FURNISHING OF SERVICES.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXPRESSED, IMPLIED, OR STATUTORY), OR ANY OTHER REPRESENTATIONS, OTHER THAN THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT. PERS, INC. DOES NOT WARRANT SPECIFIC RESULTS OF ANY KIND AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

5. **Safety:** Services shall be performed only under safe conditions. PERS, Inc. shall not have any obligation to work or to continue working in a hazardous environment. PERS, Inc. has the right to discontinue or terminate operations if, in its sole discretion, such discontinuation or termination is necessary for safety and/or health reasons. Charges, as set forth above and below, shall be made for safety and security measures required by hazardous job conditions.

The Client shall be responsible for furnishing any and all safety related equipment, clothing, devices, etc. required for the performance of Services under hazardous conditions. Any and all safety related equipment, clothing, devices, etc., furnished by PERS, Inc. at the request or requirement of the Client, shall be added at cost to the Proposal price.

6. **Independent Contractor:** PERS, Inc. shall be considered a Professional Services provider, independent agent, Representative or contractor; not an employee or joint venturer of Client. PERS, Inc. shall determine the time, manner, means and method of providing the Services and shall furnish all labor and tools necessary to perform such Services unless otherwise specified in writing; provided, however, PERS, Inc. shall not be responsible for negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by the Client.
7. **Information:** PERS, Inc. is entitled to and shall rely upon information supplied by Client, or Client's engineers or consultants, or information available from generally accepted sources, without independent verification. PERS, Inc. assumes no responsibility for the accuracy of such information and shall not be liable to client for any inaccuracies contained therein. Client agrees to provide PERS, Inc. with such specifications, plans, studies, documents or the information on conditions, as shall be reasonably required by PERS, Inc., for proper and timely performance of Services. All designs, data or other technical information relating to the Services will remain the Client's property.
8. **Delays and Extensions of Time:** If PERS, Inc. is delayed at any time in the progress of the Services by any act or negligence of the Client, including its employees or agents, separate contractor employed by the Client, changes ordered in the Scope of Services, labor disputes, fire, unusual delay in transportation, adverse safety conditions, weather related delays, unavoidable casualties, or any causes beyond the PERS, Inc.'s reasonable control (i.e. force majeure), or by delay authorized by the Client, then the time to complete the Services shall be extended. Additional charges may be made to cover any unforeseen or unusual circumstances not anticipated by PERS, Inc. and the Client, when agreed to by both parties in writing.
9. **Changes, Delays and Unusual Costs:** If the Client requests or causes changes to be made in the Scope of Services, or if the client delays the progress of work covered by the quotation, PERS, Inc. shall adjust the contract price to reflect any increase or decrease.
10. **Permits and Licenses:** Unless otherwise indicated in writing, Client shall procure and provide all necessary permits and licenses required for the Services proposed.
11. **Insurance:** PERS, Inc. shall assume responsibility for workers compensation coverage of PERS, Inc. employees only. PERS, Inc. shall provide General and Professional liability coverage of \$2,000,000.00 and Automobile liability coverage of \$ 1,000,000.00 for all Field Services. All other insurance coverage and necessary permits to accomplish project shall be provided by the Client.

- 12. **Indemnification:** Client agrees to indemnify and hold PERS, Inc., its directors, officers, stockholders, employees, representatives or agents harmless from and against any and all claims, demands, causes of action (including third party claims, demands or cause of action for contribution or indemnification), liability or costs (including actual attorney's fees and other costs of defense) which arise out of or result from any negligent act or omission of the Client, its employees, agents, consultants, other contractors or any other person or entity; all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the sole negligence of PERS, Inc., its directors, officers, stockholders and employees.
- 13. **GENERAL LIMITATION OF LIABILITY:** UNDER THIS AGREEMENT, PERS, INC. SHALL ONLY BE LIABLE FOR DAMAGES FOR THE SCOPE OF SERVICES PROVIDED. PERS, INC. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES RESULTING FROM INJURY TO PERSONS OR PROPERTY, LOSS OF PROFITS, LOSS OF BUSINESS REPUTATION, DOWNTIME OR ANY OTHER LOSSES OR EXPENSES NOT IN CONNECTION WITH THE FURNISHING OF SERVICES.
- 14. **Non-waiver:** The failure of PERS, Inc. to insist upon strict performance of any of the terms or conditions stated herein shall not be considered a continuing waiver of any such term or condition or any of its rights, nor shall it imply a course of performance between the parties.
- 15. **Complete Agreement:** The complete agreement and all attendant components are Copyright © 2018 by **Process Equipment Repair Services, Inc.** All rights reserved including the right of reproduction, the use of proprietary techniques, procedures and intellectual property in whole or in part, in any form without the written permission of PERS, Inc. The complete agreement between PERS, Inc. and the client is contained herein and no additional or different terms or conditions shall be binding unless mutually agreed to in writing. PERS, Inc. and client agree to be bound by all terms and conditions contained or incorporated herein, all of which are a part of the proposal submitted by PERS, Inc. and should be carefully read. Any provision in Client's acknowledgement forms or similar documents which are inconsistent with the provisions of the proposal shall be of force or effect. These terms and conditions shall apply to all services provided by PERS, Inc. Any different or additional terms and conditions proposed by and/or contained on a response to the proposal are hereby rejected by PERS, Inc. and shall not be incorporated into these terms and conditions. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall no way be affected thereby. This agreement shall take effect upon acceptance and execution by the Client and PERS, Inc.

This proposal shall become a contract only when accepted by the Client and accepted by Process Equipment Repair Services, Inc. through respective signatures by authorized personnel.

Proposal submitted by: Process Equipment Repair Services, Incorporated

Date: 3/14/2018

Accepted by Client:

CITY OF LA CROSSE
Client Affiliation

By: [Signature]

Print Name: MARK E. JOHANSON

Date: 3/16/2018

Accepted by PERS, Inc.

By: [Signature], President

Date: 3-17-18