

**Process
Equipment
Repair
Services, Inc.**

5991 Division Road

West Bend, WI 53095

*262-629-1059 phone/FAX * 414-412-4403 mobile * PROFESSIONAL SERVICES, INC. *

PROPOSAL for PROFESSIONAL SERVICES #16-129

Date: June 30, 2016
Sheet 1 of 4

Mr. Jarred Greeno-Supt.
LaCrosse Wastewater Treatment Utility
905 Houska Park Drive
LaCrosse, WI 54601

Work Location: Wastewater Treatment Utility
La Crosse, WI

Site Telephone: 608-789-7323

Scope of Services

We hereby propose to furnish the services necessary for Project Management and technical services necessary for the rehabilitation on-site project Management for one (1) 65 foot diameter (PFT) *Envirex* primary digester #3 floating cover furnished under original contract with the City and PFT in approximately 1952 as explained in the cover letter and the detailed specifications created by **PERS, Inc.** for the rehabilitation of the equipment.

Labor Fees:

Approximately fourteen (14) weeks, including all expenses as described in our "terms and conditions"

Estimate (not to exceed): **\$ 70,000.00**

Note: The above estimate does not include the cost for replacement components or materials.

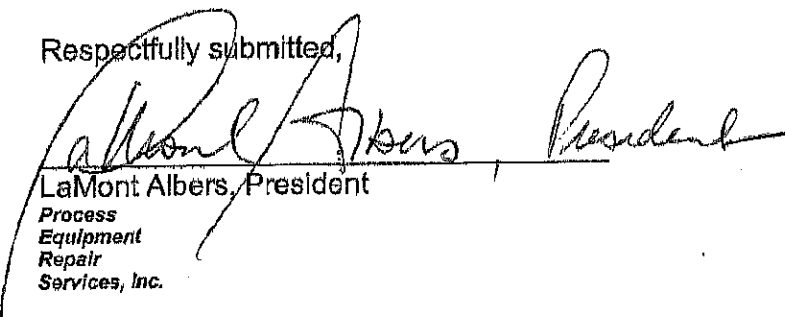
All work is guaranteed to be as specified, and the above work shall be performed in accordance with, or to exceed, the manufacturer's specifications for above work, and completed in a substantial workmanlike manner with payments to be made Net 45 Days from the Date of Invoice.

City of La Crosse shall be billed for actual labor hours only, travel, living expenses charged as per "Terms" material expenses at cost plus (+) 20%.

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
Process
Equipment
Repair
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Note: This proposal may be withdrawn if not accepted within 90 days.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: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Process Equipment Repair Services, Inc.
TERMS GOVERNING CUSTOMER SERVICES, City of LaCrosse 1/1/16

1. **Service Rates:** Services of Process Equipment Repair Services, Inc. (PERS, Inc.) representative 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; \$100.00 per hour, \$800.00 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. PERS, Inc. shall guarantee that no lien will be placed on any City or Utility property.
 - B. Travelling, living and incidental expenses at cost, (not to exceed \$150.00 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 may be subject to then current rates.
2. **Cancellation:** In the event of cancellation, Client agrees to compensate PERS, Inc. for all work performed up to the date of cancellation, unless cancellation is due to default on the part of PERS, Inc.
3. **Performance and Warranty:** PERS, Inc. agrees to perform the services and work ["Services"] described in the Scope of Services on the front side hereof, 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. 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 excellent 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. employees shall be free of defects in workmanship FOR A PERIOD OF ONE (1) YEAR from the date of completion and acceptance by the Client.

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, upon consent of client, refund the cost of services
4. **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.
5. **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.
6. **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.

7. **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, adverse weather conditions not reasonably anticipated, 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.

8. **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.

9. **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, and \$1,000,000 Automobile liability Coverage for all Field Services. All other insurance coverage and necessary permits to accomplish project shall be provided by the Client.

10. **Non-waiver:** The failure of PERS, Inc. or The City of LaCrosse 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.

11. **Complete Agreement:** The complete agreement and all attendant components are Copyright © 2016 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 term or condition shall be binding unless mutually agreed to in writing. 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: August 24, 2016

Accepted by Client:

CITY OF LA CROSSE
Client/Affiliation

By: [Signature]

Print Name: RANDY TURTEWALD

Date: 8-24-16

Accepted by PERS, Inc.

By: [Signature]
LaMont Albers, President

Date: June 30, 2016

[Signature]
MARK E. JOHNSON
August 24, 2016