



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

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|--------|---|
| Title: | Recommendation to Approve Proposal for Final Clarifier Drive Project for Wastewater Treatment Plant |
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|------------|-----------|
| Presenter: | John Lamb |
|------------|-----------|

Please check appropriate box:

| | | | |
|--|------------------------|-------------------------------------|------------------------------|
| | Government Operations | <input checked="" type="checkbox"/> | Government Services 11.26.12 |
| | Planning & Development | | City Council |
| | Public Hearing | | |

| | | | | | | |
|-----------------|-------------|-----------|------------------------------|---------------------------------------|-----------------------------|--|
| Estimated Cost: | \$60,350.00 | Budgeted: | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> X | <input type="checkbox"/> NO | |
|-----------------|-------------|-----------|------------------------------|---------------------------------------|-----------------------------|--|

If NO, please explain how item will be funded:

Executive Summary:

The Main Treatment Plant has two final clarifiers that have drive systems and assemblies. In August of 2011 one of the drive systems malfunctioned and ceased to operate during a high flow event. This happens over time due to constant operation and wear and tear on the assembly. The Committee at that time approved repair and replacement of the clarifier drive.

The second final clarifier drive is approximately twenty-five (25) years old and has not been replaced. During normal flows the clarifiers are alternated for use and during high flow situations both are put in operation. Although operational, staff believes the second drive should be replaced due to age. This would avert any potential emergency repair in the future that may occur during an inopportune event.

Staff received proposals from two contractors for the work. DPS Equipment Services is the low proposal and was the contractor that performed the work in 2011. DPS is also certified by the equipment manufacturer (Siemens) to repair, install the equipment.

Attachments: *(please list)*

Proposals
Request for Waiving Bid Procedure Form

Recommendation / Suggested Action *(briefly explain):*

Recommend waiving bid procedure and award the proposal from DPS Equipment Services in the amount of \$60,350 and recommend approval of a Resolution authorizing the Mayor and City Clerk to execute same.

For office use only:

Agenda Item Number: 5.g

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

DPS Equipment Services
P.O. Box 509
Byron, IL 61010

For the purchase of: Repair and replacement of main treatment plant final clarifier drive and assembly. At a cost not to exceed: \$60,350.00

Reason for the request to waive the bid procedure:

Staff did not go through formal bid procedure but requested and received two proposals for work.

Other Quotations Received: One

Date: 11/8/2012

Requested by: John Lamb

Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.

Process Equipment Repair Services, Inc.

5991 Division Road

West Bend, WI 53095

- 262-629-1059 phone/FAX * 414-412-4403 mobile * PERSLaMont@aol.com *
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PROPOSAL For Professional Services #12-180

DATE: October 26, 2012
Sheet 1 of 6

Mr. Michael Burnett
Environmental Services Division Mgr.
City of Saint Charles
2 East Main Street
St. Charles, IL 60174

Work Location: St. Charles, WWTF

Site Telephone: 630-443-3925

Scope of Services

We hereby propose to furnish the services and labor as necessary to replace a failed center Column, effluent sludge manifold, and overhaul one (1) H-40 *Envirex* Tow-Bro Clarifier originally furnished by Envirex under original order# H119141, 1986.

PERS, Inc. shall purchase all replacement parts, components and services to meet the overhaul procedure needs.

Services shall consist of disconnecting the trusses from the drive cage, and the tow-bro header from the sludge manifold. We shall disconnect and remove the bridge, drive unit, drive cage, sludge manifold, and center column. The replacement center column and sludge manifold shall be fully finish painted (three full coats of epoxy paint, minimum 12 mils.dft), installed, leveled, set and re-grouted at the base, re-using the existing anchors. The existing drive unit intermediate and main gear assemblies shall be completely disassembled, thoroughly cleaned, inspected, and re-used. All bearings, bearing races, seals, stop blocks, dust shields, and gaskets shall be replaced. The sealing surfaces on the input and output shafts shall be reconditioned or relocated if necessary. Services shall also include replacing the sludge manifold seals and the skimmer assembly, which shall be the latest design and all major components shall be hot dip galvanized.

All rebuilt and new components shall be installed and set to meet or exceed manufactures specification including mechanism horizontal plan, cage and center column plumb, mechanism concentricity.

Clarifier start-up and personnel maintenance training will be supplied.

Project Management, Labor and Materials

The following cost estimates are for **ONE** Clarifier. (East Final)

Lump Sum: \$ 64,900.00

Parts & Materials Options:

- 1. Exclude rebuilding drive assembly Deduct; \$ 8,500.00**
- 2. Exclude replacing the Sludge manifold Deduct; \$ 7,800.00**

Note: Parts and materials furnished by PERS, Inc. are covered under our warranty. All parts are to be on-site prior to the start of work. Client to drain, clean and maintain clarifier basin prior to start of work and during the time of the project.

All quoted prices for materials are based on this proposal dates cost, any changes in commodities price per pound or added fuel surcharges shall be added to original costs provided in this proposal.

Partial invoices may be generated when substantial expenses are incurred. Partial invoices for labor will be generated at the end of each month through completion.

Note: If there is a significant change in the degree of difficulty or any change in the Scope of Services, Both *PERS, Inc.* and the Client will agree to the changes *in writing* before proceeding.

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 30 Days from the Date of Invoice.

Read, Sign and Return one copy of the Proposal original and the attached PERS, Inc. "Terms Governing Customer Services".

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

Respectfully submitted,

President- **Process Equipment Repair Services, Inc.** Date: _____

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

ACCEPTANCE OF PROPOSAL

The above prices, specifications and attached Service Terms of this 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

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: \$95.00 per hour, \$760.00 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. Traveling, 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 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 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 © 2011 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: _____

Accepted by Client:

Accepted by PERS, Inc.

Client Affiliation

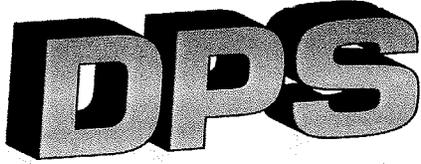
By: _____

By: _____

Print Name: _____

Date: _____

Date: _____



EQUIPMENT SERVICES, INC.
process equipment repair, retrofit, reconditioning services

SERVICE PROPOSAL #12-122

October 19, 2012

Page 1 of 4

Mr. Michael Burnett
Environmental Services Division Manager
City of St. Charles
Two East Main St.
St. Charles, IL 60174

Scope of Services

We hereby propose to furnish labor and materials as necessary to **replace the center column, sludge manifold, skimmer assembly, and rebuild the drive unit** on the east final clarifier originally furnished by Envirex under original order #H119141 (1986).

Services shall consist of disconnecting the trusses from the drive cage, and the tow-bro header from the sludge manifold. We shall disconnect and remove the bridge, drive unit, drive cage, sludge manifold, and center column. The replacement center column and sludge manifold shall be fully finish painted (three full coats of epoxy paint, minimum 12 mils. thick), installed, leveled, set and re-grouted at the base, re-using the existing anchors. The existing drive unit intermediate and main gear assemblies shall be completely disassembled, thoroughly cleaned, inspected, and re-used. All bearings, bearing races, seals, stop blocks, dust shields, and gaskets shall be replaced. The sealing surfaces on the input and output shafts shall be reconditioned or relocated if necessary. Services shall also include replacing the sludge manifold seals and the skimmer assembly, which shall be the latest design and all major components shall be hot dip galvanized.

Project Cost: \$60,350.00

Project cost includes: project management, all field and administrative labor, replacement components, crane services, standard and specialty tools, equipment, travel, and living expenses.

- Options: (1) To exclude rebuilding drive assembly – Deduct - \$8,925.00.**
(2) To exclude replacing the sludge manifold – Deduct - \$8,134.00.

All work is to be performed in accordance with or to exceed the manufacturer's specifications for above work, and completed in a substantial workmanlike manner.

All services and replacement components shall carry a one-year warranty.

Payments shall be made Net 20 Days from the Date of Invoice.

Sign and Return one copy of the Proposal cover original with a signed copy of the attached "Terms Governing Customer Services".

Respectfully submitted,



Michael R. Sears - Project Manager

Note: This proposal may be withdrawn if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL

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

Signature: _____ Date: _____

TERMS GOVERNING CUSTOMER SERVICES

1. **Basis of Price:**
 - A. DPS, Inc.'s prices do not include the cost of materials or the cost of any third party services unless expressly stated within this proposal. Materials furnished by DPS, Inc. shall be covered under the proposal warranty.
 - B. DPS, Inc. prices do not include sales, use, excise or other similar taxes unless expressly stated within this proposal.
 - 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 20 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.
2. **Cancellation:** In the event of cancellation, Client agrees to compensate DPS, Inc. for all work performed up to the date of cancellation, unless cancellation is due to default on the part of DPS, Inc.
3. **Performance and Warranty:** DPS, Inc. agrees to perform the services described under the heading "Scope of Services" hereof, within the limits prescribed by the Client, on a good faith basis under the terms and conditions set forth herein. DPS, Inc. shall exercise reasonable skill and judgment in providing such Services. DPS, Inc.'s responsibility is limited to services specifically performed by DPS, Inc. or sub-contracted by DPS, Inc for the Client. Except for the direct acts or omissions of DPS, 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.*** DPS, 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 DPS, 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 DPS, Inc. within one year after DPS, Inc. last performed substantial and related work at the job site. DPS, Inc. shall repair or replace services proven to be defective in workmanship, or at DPS, Inc. sole option, refund the cost of the services. ***DPS, Inc. may accept back charges for warranty claims performed by the Client, provided that DPS, Inc. has given its written approval PRIOR to the Client performing such services.***
4. **Safety:** Services shall be performed only under safe conditions. DPS, Inc. shall not have any obligation to work or to continue working in a hazardous environment. DPS, 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. All safety related equipment, clothing, devices, etc., furnished by DPS, Inc. at the request or requirement of the Client shall be added at cost to the Proposal price.
5. **Independent Contractor:** DPS, Inc. shall be considered a Professional Services provider, independent agent, representative or contractor; not an employee or joint venturer of Client. DPS, 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, DPS, 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:** DPS, Inc. shall rely upon information supplied by Client, or Client's engineers or consultants, or information available from generally accepted sources, without independent verification. DPS, Inc. assumes no responsibility for the accuracy of such information and shall not be liable to Client for any inaccuracies contained therein.
7. **Delays and Extensions of Time:** If DPS, 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, adverse safety conditions, weather related delays, unavoidable casualties, or any causes beyond DPS, Inc.'s reasonable control, 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 DPS, 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, DPS, Inc. shall adjust the contract price to reflect any increase or decrease.
9. **Permits and Licenses:** Unless otherwise indicated in writing, Client shall procure and provide all necessary permits and licenses required for the services proposed.
10. **Insurance:** DPS, Inc. shall assume responsibility for workmen's compensation coverage of DPS, Inc. employees only. DPS, Inc. shall provide General liability coverage of \$2,000,000, and Automobile coverage of \$1,000,000. All other insurance coverage and necessary permits to accomplish project shall be provided by the Client.
11. **Indemnification:** Client agrees to indemnify and hold DPS, 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 causes of action for contribution or indemnification), liability or costs (including actual attorneys' 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 DPS, Inc., its directors, officers, stockholders and employees. Non-prevailing party agrees to pay any and all actual attorney fees and court costs if attorneys are retained relative to any dispute between the parties.
12. **GENERAL LIMITATION OF LIABILITY:** Under this agreement, DPS, Inc. shall only be liable for damages for the scope of services provided. DPS, 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, or any other losses or expenses not in connection with the scope of services furnished.
13. **Non-waiver:** The failure of DPS, 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.
14. **Prevailing Wage:** DPS, Inc. shall pay all labors, mechanics, and other workers employed by DPS, Inc. the current prevailing wage rate as required. DPS, Inc. shall also furnish certified payroll forms if required.
15. **Complete Agreement:** The complete agreement between DPS, 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 DPS, Inc.

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

Proposal submitted by:


 Michael R. Sears – Project Manager, DPS, Inc.

Accepted by Client:

 Client Affiliation

By: _____ Date: _____