

**Gull Lake Sewer and Water Authority contract with UIS SCADA, Inc.
LUMP SUM**

OWNER: Gull Lake Sewer and Water Authority	CONTRACTOR: UIS SCADA, Inc.
OWNER Project No.: 200715	CONTRACTOR Proposal No. 200333
Project: 2020 SCADA System Upgrade Project	Project Location:

THIS CONTRACT AGREEMENT is made effective the 15 day of July 2020, by and between Gull Lake Sewer and Water Authority ("OWNER") and UIS Scada, Inc. ("CONTRACTOR") parties agree as follows:

1. General Provisions.

1.1 CONTRACTOR's Work. CONTRACTOR shall timely furnish design and construction per CONTRACTOR's Proposal No. 200333-R2, dated 6/30/2020.

1.2 CONTRACTOR's Due Diligence. By signing the CONTRACT, CONTRACTOR represents to OWNER that it (a) has visited the Worksite and carefully examined the existing site conditions to the extent applicable to its Work; (b) has carefully examined the Contract Documents including those specifically applicable to CONTRACTOR and its Work and correlated its observations relating to the Worksite with the requirements of the Contract Documents and any applicable federal, state, and local laws, codes, rules, regulations and ordinances as well as standard industry practices in the area where the Project is located, manufacturer installation requirements, and any other requirements referenced in the Contract Documents; (c) is familiar with and has satisfied itself as to the nature, location and amount of work including general and local conditions, the CONTRACTOR's access to the Worksite, and its ability to perform the Work and all incorporated documents, as well as the requirements of quality, quantity and availability of labor, materials, equipment, facilities and other items required for the performance of its Work including, but not limited to, the climactic, physical and other conditions which may be encountered in the performance of its Work; and (d) has familiarized itself with all other matters that could affect the performance of its Work. The CONTRACTOR assumes all risks arising from the above and other matters referenced in the Contract Documents and has determined that based on the foregoing due diligence, the Contract Price and Contract Time are reasonable and sufficient to perform its Work.

1.3 Entire Agreement/Integration; Modification. This CONTRACT including all documents incorporated herein represents the entire and integrated agreement between the parties and supersedes all prior or contemporaneous negotiations, promises, proposals, representations or agreements, either written or oral. The CONTRACT may be amended or modified only by a Modification to the CONTRACT agreed to by OWNER and CONTRACTOR. The CONTRACT covers all Work on this Project performed by CONTRACTOR pursuant to its CONTRACT with OWNER regardless whether before or after execution of the CONTRACT including any work referenced herein. Upon execution of the CONTRACT, the CONTRACTOR Proposal and the OWNER Board Minutes approving the project shall be incorporated by reference herein and shall be subject to the terms of the CONTRACT.

1.4 Interpretation of Contract Documents. Unless otherwise specifically provided to the contrary in the CONTRACT, in the event of any inconsistency between the CONTRACTOR Proposal or the OWNER Board Minutes and the terms of the CONTRACT, the CONTRACT shall supersede any provision in the CONTRACTOR Proposal or the OWNER Board Minutes to the contrary. In the event of any other inconsistency, the provision requiring the greater quantity and/or higher quality shall govern performance of the CONTRACTOR's work as determined by OWNER in its discretion. In the event of any inconsistency between the Proposal or the OWNER Board Minutes and any of the Contract Documents referenced in the CONTRACT, the Contract Documents referenced in the CONTRACT shall have controlling effect as to the Work to be performed by CONTRACTOR and any other matter.

2. Contract Price.

2.1 Contract Price: Amount. The CONTRACTOR shall perform the Work, without limitation, for the lump sum price of NINE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED NINETY-FIVE 00/XX DOLLARS (\$988,495.00).

2.2 Allowances; Alternates. Unless an item of the Contract Price is specifically designated in the CONTRACTOR PROPOSAL as an "allowance," i.e. a cost item that may reduce or increase the Contract Price, there are no allowances in this CONTRACT which shall cause a reduction or increase in the Contract Price. If alternates are contained in the CONTRACTOR PROPOSAL, OWNER shall have the right to require that said alternates be utilized upon delivery of notice to the CONTRACTOR.

2.3 CONTRACTOR Expenses. Unless otherwise specifically provided in the CONTRACT, the CONTRACTOR is responsible for payment of any and all costs or expenses relating to performance of the Work by CONTRACTOR, without limitation, including, but not limited to, obtaining and paying for all necessary permits, licenses and renewals, inspection fees, fines or other charges incurred by CONTRACTOR arising from or relating to CONTRACTOR's Work. The CONTRACTOR shall also pay (a) sales, consumer, use and other similar taxes legally enacted at the time the CONTRACT is executed by CONTRACTOR; and (b) all incidental expenses arising

from or related to the Work including, but not limited to, mileage, gas, insurance, cell phone charges, postage, copying, printing, package delivery fees, rental fees or expenses, and other costs incurred by CONTRACTOR including any expenses that OWNER is required to incur pursuant to the Contract Documents as to CONTRACTOR's work.

3.0 Time.

3.1 Time for Performance of Work. The CONTRACTOR shall perform the Work in a timely and expeditious manner in accordance with the project schedule applicable to OWNER or as otherwise required by OWNER (the "Project Schedule") but in no event later than the time periods provided below unless otherwise agreed upon by the parties in writing:

3.1.1 Date of Commencement of Work: Upon issuance of OWNER's Notice to Proceed or on the following date: 7/15/20

3.1.2 Date of Substantial Completion of Work: 11/30/20. Substantial completion is defined as CONTRACTOR delivering to OWNER functioning lift station SCADA system and control panels.

3.1.3 Date of Final Completion of Work: Within 31 days after substantial completion of the Work by CONTRACTOR unless extended by OWNER's written consent. This includes delivery of the O&M Manuals and Training that is detailed in the CONTRACTOR Proposal.

3.2 Recovery Plan. If OWNER determines that CONTRACTOR has fallen behind in the progress of the Work or is in danger of falling behind at its then current rate of progress, or is responsible for any Project Schedule delays, OWNER may direct CONTRACTOR on written notice to take the steps OWNER deems necessary to improve the rate of progress of the Work, including requiring CONTRACTOR to increase its labor force, number of shifts and/or overtime operations, days of work, or to provide additional equipment or materials. Within forty-eight (48) hours of such written notice from OWNER, CONTRACTOR shall submit for approval by OWNER a recovery plan composed of a schedule and a safety assessment to demonstrate the manner by which CONTRACTOR will implement the required steps to attain the required rate of progress while maintaining an injury free environment. CONTRACTOR will implement the recovery plan immediately upon written approval of OWNER. If OWNER determines that CONTRACTOR's plan will not attain the required rate of progress, CONTRACTOR will take the steps OWNER directs in that regard and perform the Work accordingly, all without additional cost to OWNER. If CONTRACTOR fails to submit or follow a recovery plan as required or perform the Work in accordance with the directives of OWNER or in the event CONTRACTOR's recovery plan is not approved, OWNER may, following twenty-four (24) hour notice to CONTRACTOR, perform the Work as OWNER deems necessary to attain the required rate of progress. OWNER may deduct from any payment due CONTRACTOR or collect directly from CONTRACTOR on demand all damages incurred or suffered by OWNER in connection with CONTRACTOR's delay in the progress of the work or to the Project Schedule, including, but not limited to, any damages assessed against OWNER under the OWNER CONTRACT.

3.3 Delay in Completion. In addition to the rights and remedies under Section 3.2, in the event CONTRACTOR fails to prosecute its Work, or any separate part thereof, with such diligence and with sufficient labor as will insure its timely completion, ready for use by the time required as provided above, or any extension thereof, or fails to complete said Work within such time, based on OWNER's determination in its sole discretion, OWNER may, by written notice to CONTRACTOR suspend or terminate its right to proceed with its Work or such part of the Work as to which there has been delay by CONTRACTOR. In any such event OWNER may take over CONTRACTOR's Work and prosecute same to completion, by contract or otherwise, and CONTRACTOR shall be liable to OWNER for any excess cost incurred by OWNER as a result of CONTRACTOR's delay. If CONTRACTOR's right to proceed is so suspended or terminated, OWNER may take possession of and utilize in completing the work such documents, materials, appliances, tools and equipment as may be at the Worksite or stored off-site to the extent necessary for completion of CONTRACTOR's work.

3.4 Extensions; No Damage for Delay. Any request by CONTRACTOR to extend the time for commencement and completion must be in writing, state the grounds for the request, and no extension of time shall be binding on OWNER unless agreed to in writing. If the prosecution or completion of CONTRACTOR's Work shall be delayed, or be about to be delayed, because of fire, earthquake, cyclones, casualties, pandemics or events of like nature, or causes wholly beyond the control and without the fault or negligence of CONTRACTOR and which were not foreseeable by CONTRACTOR at the time the CONTRACT was entered into, CONTRACTOR shall, within two (2) business days after the commencement of any such delay, give to OWNER written notice of delay and of the anticipated results of the delay. Within three (3) business days after the termination of any such delay, CONTRACTOR shall file a written notice with OWNER specifying the actual duration of the delay. Failure to give either of the above notices shall be grounds for denial of an extension of time. If OWNER determines that the delay was beyond the reasonable control and without the fault or negligence of CONTRACTOR and not foreseeable by OWNER or CONTRACTOR at the time the CONTRACT was entered into, OWNER shall determine the duration of the delay and may extend the time of performance of the CONTRACT, CONTRACTOR hereby waives recovery for any damages suffered by reason of the delays contemplated in this Section unless the OWNER provides compensation for such delays. An extension of time shall constitute CONTRACTOR's sole and exclusive remedy for such delay except as otherwise provided herein.

4.0 CONTRACTOR Obligations

4.1 Compliance with Law. CONTRACTOR shall comply with applicable law as defined in the Contract Documents including, but not limited to, Federal, State and local laws, rules, regulations and orders of public authorities, without limitation, relating to all aspects of the Work including safety and applicable industry standards at CONTRACTOR's sole cost. CONTRACTOR shall take reasonable precautions to ensure safety relating to its Work including, but not limited to, preventing bodily injury and property damage.

4.2 Warranties and Representations. CONTRACTOR warrants and represents that it is qualified to perform all services to be provided by it pursuant to the CONTRACT and has and shall maintain in effect during the course of its Work all licenses and permits required by applicable law. The CONTRACTOR shall warrant its Work for one (1) year from the DATE OF SUBSTANTIAL COMPLETION.

4.2.1 In addition, the CONTRACTOR warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At the request of OWNER, the CONTRACTOR shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The CONTRACTOR further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. The CONTRACTOR's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the OWNER or Others as defined in the Contract Documents, or abuse. The CONTRACTOR's warranty shall commence on the DATE OF SUBSTANTIAL COMPLETION of the Work as defined in the Contract Documents.

4.2.2 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the OWNER; they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty.

4.3 Access to Records. CONTRACTOR shall retain their records regarding their Work for at least three (3) years from the date of final completion of the entire Project or final resolution of any dispute, whichever period is longer. In the event of a dispute, OWNER and its designees are entitled to inspect and copy any such records, without limitation, upon written notice to CONTRACTOR.

4.4 Notice of Construction Activities. CONTRACTOR shall provide OWNER with two (2) business days of its upcoming construction and other project activities including times when testing or inspection is required or work is being covered so that OWNER may protect itself and so OWNER and others can timely perform their duties per the Contract Documents.

4.5 Supervision and Construction Procedures: Coordination. CONTRACTOR shall supervise, coordinate, manage, and direct its Work using the CONTRACTOR's best skill and attention. Unless otherwise specifically provided elsewhere in the Contract Documents, CONTRACTOR is solely responsible for all construction means, methods, techniques, sequences and procedures relating to its Work and for coordinating all portions of its Work under the CONTRACT including coordinating such work with the work of other CONTRACTORS furnishing work on the Project. CONTRACTOR shall be responsible to OWNER for acts, omissions and other misconduct of the CONTRACTOR's employees, CONTRACTORS, suppliers and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of CONTRACTOR

5. Payment.

5.1 Payment for Services; Process and Conditions. Except as otherwise provided in the CONTRACT, OWNER shall pay CONTRACTOR to the extent of its properly completed work within 30 days of CONTRACTOR's Application for Payment with supporting detail and documentation satisfactory to OWNER.

5.2 Payment Limitations. No payment made by OWNER shall be deemed conclusive evidence that CONTRACTOR has satisfied its obligations in connection with all or part of the Work covered by such payment, and OWNER shall not by virtue of having made any such payment be deemed to have accepted any work not meeting the requirements of the Contract Documents or to have waived any claims against CONTRACTOR in connection therewith. All payments are provisional and any overpayment by OWNER to CONTRACTOR shall be deemed to be a mistake of fact and shall be promptly repaid to OWNER upon demand. The acceptance by CONTRACTOR of each payment from OWNER shall constitute a waiver and release by CONTRACTOR of all claims of any kind against OWNER for payment for work performed and material supplied up to the last date covered by any such Application for Payment, excluding any amount withheld from payment by OWNER that is timely disputed by CONTRACTOR in accordance with the Contract Documents.

5.3 Conditions for Final Payment. OWNER shall not be required to make final payment to CONTRACTOR until the following conditions precedent to payment have been fulfilled: (a) CONTRACTOR has fully and properly performed the work in accordance with the Contract Documents except for punch list items where OWNER is holding back an amount agreed upon by OWNER and CONTRACTOR; (b) CONTRACTOR has provided all documents, certifications and warranties required by OWNER, or applicable law including, but not limited to, any permits, approvals, or certificates required by the applicable governmental unit or the Contract Documents. CONTRACTOR's acceptance of final payment from OWNER is a full waiver and release by CONTRACTOR of all claims

against OWNER, OWNER, OWNER's consultants, and GC/CM arising out of or relating to the CONTRACT except for claims previously made by CONTRACTOR in strict accordance with the procedures in the Contract Documents.

5.4 Retainage. The amount retained by OWNER from any progress payment due to CONTRACTOR shall be 5% until the project is 50% complete. Retainage will be paid to the CONTRACTOR within 30 days of Final Completion.

6. Change Orders. Changes in the Work including the Contract Price or Contract Time, may only be accomplished by written change order subject to the limitations stated in the Contract Documents. No action, conduct, omission, prior failure to act, or course of dealing by OWNER shall act to waive, modify, change or alter the requirement that change orders must be in writing and signed by OWNER and CONTRACTOR. Such written change orders are the exclusive methods for effecting any change to the Contract Price or Contract Time. The CONTRACTOR understands and agrees that the Contract Price and Contract Time cannot be changed by implication, oral agreements, actions, inactions, course of conduct, bulletins, or constructive change orders.

7. Correction of Work; Warranty. CONTRACTOR shall promptly correct at CONTRACTOR's sole expense any work that is incomplete, defective or that fails to fully comply with the Contract Documents including applicable law. This correction duty shall be broadly construed to include all costs of correction including, but not limited to, any costs of uncovering, inspection, testing, repairs, re-inspection, repair, replacement and any other costs for which CONTRACTOR may be liable under the Contract Documents as a result of such defective or nonconforming work. The duty to correct shall continue for the period required by the Contract Documents but in no event less than one (1) year from the date of Substantial Completion of the Work. If CONTRACTOR fails to timely correct said work upon notice and fails to cure within three (3) business days of notice, OWNER may cause said work to be corrected by others and CONTRACTOR shall be responsible to pay any expense incurred by OWNER. CONTRACTOR's duty to correct is in addition to any warranty or other similar duties and obligations under the Contract Documents or applicable law.

8. Indemnification. CONTRACTOR agrees to indemnify and hold harmless OWNER and any other party under the OWNER CONTRACT from and against all liabilities, claims or demands for injury or damage to any person or property as well as pay interest, attorney fees, costs and expenses to the extent that directly or indirectly caused, occasioned or contributed by reasons including, but not limited to any action, omission, fault, or breach of any CONTRACT by CONTRACTOR, breach of express or implied warranty, product liability, intentional tort, willful misconduct, gross negligence or negligence, whether active or passive, in any way connected with or incident to the performance of the CONTRACT by CONTRACTOR.

9. Insurance. The CONTRACTOR shall provide and maintain insurance as provided below:

9.1 CONTRACTOR agrees at its sole expense to provide and keep in force at all times during the performance of CONTRACTOR's work insurance or workers compensation and employer's liability, commercial general liability insurance and umbrella (excess) liability insurance.

9.2 The commercial general liability coverage form of CONTRACTOR's insurance shall be on the most recent ISO form CG 00 01 or equivalent.

9.3 The commercial general liability policy shall name OWNER and any other party as required by the Contract as Additional Insureds – "Additional Insured – Gull Lake Sewer and Water Authority, WAI (Wightman and Associates).Engineers, Architects or Surveyors Not engaged by the Named Insured". Such additional insured coverage shall be non-contributory and primary coverage for the additional insureds. The form used for additional insured coverage of CONTRACTOR shall be on Form CG 20 32 07 04 or equivalent and shall not exclude products/completed operations hazard coverage. The completed operations coverage shall be kept in effect for at least 3 years following completion of CONTRACTOR's work.

9.4 Additionally, CONTRACTOR agrees to provide and keep in force automobile liability, bodily injury and property damage insurance, including coverage for owned, non-owned and hired vehicles.

9.5 CONTRACTOR agrees to furnish certificates of insurance and related endorsements before entering the project site and starting work.

9.6 The minimum limits for CONTRACTOR's policies are as follows, unless the Contract Documents require higher minimum limits:

- Commercial general liability: \$1 million Occurrence, \$2 million Products and Completed Operations Aggregate, \$2 million General Aggregate Combined Single Limit Coverage (or \$1 million Bodily injury and \$1 million Property Damage) The General Aggregate shall be on a per project basis. Products and Completed Operations coverage will be included as described in Section 9.3.
- Auto Liability: \$1 million Combined Single Limit coverage (or \$1 million Bodily injury and \$1 million Property Damage).
- Employer's Liability: \$500,000

- Worker's Compensation: Statutory coverage for the state in which the work is performed.
- Umbrella Liability: \$10 million Occurrence in excess of the above primary limits and shall apply until exhaustion before any insurance policy of OWNER. OWNER's liability insurance shall be in excess of any insurance obtained by CONTRACTOR. The umbrella liability coverage shall be kept in effect for at least 3 years following completion of CONTRACTOR's work and shall be at least as broad as the underlying coverage.

9.7 If available, all policies shall be endorsed to provide a minimum of 30 days' notice to Contactor of expiration or cancellation, and a copy of same endorsement shall be provided to OWNER.

9.8 Insurer Requirements - The insurers for insurance shall be rated A- or above by A.M. Best's rating service.


10. Suspension; Termination. OWNER may suspend or terminate the CONTRACT or any portion thereof for cause or for its convenience. OWNER's sole obligation suspension or termination is effective seven (7) days after delivery of written notice to CONTRACTOR or as otherwise provided in the notice. The CONTRACTOR shall comply with any requirements of OWNER's notice including any instructions relating to demobilization, protection to CONTRACTOR after termination of the Contract shall be payment to CONTRACTOR for any unpaid work properly performed and material supplied by CONTRACTOR subject to the withholding provisions of this CONTRACT and any conditions precedent to payment. Termination of the CONTRACT shall not release CONTRACTOR from its obligations under the CONTRACT with regard to work already delivered or performed, including, without limitation, obligations of payment (to the extent warranted), maintenance, correction, warranty, indemnity and insurance, unless otherwise directed by OWNER in writing.

11. Dispute Resolution. In the event of any claim or controversy between OWNER and CONTRACTOR arising from the CONTRACT including its breach or the Work, the parties shall first attempt to resolve the matter by negotiation among senior officials with decision-making authority. If direct negotiation is unsuccessful, then either party may request in writing nonbinding mediation and in such event each party shall be equally responsible for the expense of the neutral mediator. These dispute resolution procedures shall be administered by the American Arbitration Association and conducted in accordance with the current Construction Industry Dispute Resolution Rules of the Association. The arbitrator(s) shall have the power to award legal and equitable remedies. Judgment upon the award may be entered in any court having jurisdiction thereof. The arbitrator(s) shall award attorney's fees and costs to the prevailing party as to any claim or dispute and may, in their discretion, equitably apportion said amounts in their discretion based on the relative merits of each party's substantive position including evaluation of the relative success of any claims or defenses. The parties shall have the right to discovery to the same extent provided under the Michigan Court Rules, however, such discovery may be limited as determined by the arbitrator(s) in their sole discretion if required to maintain an efficient, expeditious and just dispute resolution process. The CONTRACTOR shall not stop performance of its work during any claim or dispute as long as OWNER continues to pay to CONTRACTOR any undisputed amounts owed to CONTRACTOR per the CONTRACT.

12. Claims; Notice as Condition. CONTRACTOR shall provide to OWNER or its designee prompt written notice of any circumstance or event that may result in a request by CONTRACTOR for an increase in the Contract Price or an extension of the Contract Time including the specific details of the circumstance or event and shall not commence any work for which a claim for an extra or additional time may be requested unless such work arises from an emergency and the CONTRACTOR is required to prevent even greater damage or harm to OWNER or the Project. Notwithstanding any other provision of the Contract Documents, the notice shall be provided to OWNER as soon as possible, but in no event later than two (2) business days after the occurrence of the event or circumstance. In addition to any other conditions in the Contract Documents required to obtain an increase in the Contract Price or an extension of the Contract Time, timely provision of said notice is a condition precedent to any claim by CONTRACTOR for an increase in the Contract Price or an extension of the Contract Time.

Gull Lake Sewer and Water Authority

UIS SCADA, INC.

By: 

By: 

Its: Authorized Representative

Its: Authorized Representative

Date: 7-15-2020

Date: 7-15-20

Gull Lake Sewer and Water Authority 2020 SCADA System Upgrade Project Milestone Schedule

7/15/2020	Notice to Proceed
7/15-17/2020	Apply for new FCC license, and order Motorola ACE3600 RTUs
7/20-24/2020	UIS SCADA Field review of all stations
7/27-31/2020	Design Workshop with Gull Lake staff, Engineer, and UIS SCADA
8/3-14/2020	UIS to prepare and provide submittals to Engineer.
8/17-21/2020	Engineer submittal review
8/24-9/25/2020	Order materials and build control panels
9/28-11/30/2020	Install RTUs and control panels to substantial completion
12/1-31/2020	Provide Gull Lake Staff training, and final documentation for final completion

Gull Lake SCADA Breakout

Gull Lake Sewer & Water Authority 2020 SCADA System Upgrade Project Breakout Summary						
QTY	TYPE	SITE	PHASE	ADD ONS	COST EACH	COST TOTAL
18	A	TYPICAL	1		\$29,725.00	\$535,050.00
1	A	LS1	3	INSTALL VFD	\$38,295.00	\$38,295.00
1	A	LS19	3	F&I VFD	\$35,527.00	\$35,527.00
6	B	TYPICAL			\$18,143.00	\$108,858.00
1	B	LS29		ADD STARTERS & CAPS	\$20,207.00	\$20,207.00
4	C	TYPICAL			\$17,772.00	\$71,088.00
1	C	LS10		ADD STARTERS & CAPS	\$19,836.00	\$19,836.00
1	C	LS25		ADD STARTERS & CAPS	\$19,836.00	\$19,836.00
1	C	LS34		TRIPLEX	\$18,108.00	\$18,108.00
1	C	LS42		F&I VFD	\$22,669.00	\$22,669.00
2	D	TYPICAL			\$16,208.00	\$32,416.00
2	D	FLOW			\$12,121.00	\$24,242.00
1	D	FIU			\$27,636.00	\$27,636.00
TOTAL FOR 40 SITES						\$973,768.00
CRUISE AS QUOTED						\$4,980.00
CONTINGENCY						\$4,997.00
TOTAL (Quote #200333R2)						\$983,745.00
PERFORMANCE BOND - \$250,000						\$4,750.00
Contract Total						\$988,495.00

Gull Lake Sewer & Water Authority 2020 SCADA Project Scope Changes (Rev. 2) 6/30/2020

ITEM AND/OR TASK	
Deduction for Red Lion OITs and Add Panel Meter	-\$32,395.00
Deduction for Stilling Wells	-\$26,110.00
Deduction for I/O Modifications including adding existing DPW Alarms Points	-\$16,583.00
Deduction for Deduction of 108 Current Transducers and I/O Modules	-\$31,795.00
Deduction for modifying LS 41 (style B)	-\$8,549.00
No Change in Price, Customer to Supply 76 Floats	\$0.00
Addition of Complete RTU Panel at Sherman Lake Meter Cabinet	\$10,860.00
Addition for Installation of Customer's VFDs at LS 1	\$3,265.00
Addition of Starters and Capacitors at LS 10, 25, 29	\$6,297.00
Addition of Air-Break Panel for New Panels and Above Ground Conduit Repairs for All LS	\$80,358.00
Addition of VFDS at LS 19, 42	\$9,655.00
Contingency Remainder	\$4,997.00
Total Deductions and Additions	\$0.00



Date June 30, 2020	Customer Gull Lake Sewer & Water Authority	To John Crumb
Description 2020 SCADA System Upgrade Project		Gull Lake Sewer & Water Authority
Quote # 200333R2		7722 N. 37th St.
Estimator Ken Wesley	Email ken.wesley@uiscorp.com	Richland, MI 49083

Scope of Work	Cost
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At twenty-one (21) lift stations, furnish and install full control panel replacements including: NEMA 4 enclosure, Motorola ACE3600 RTU, 7" Red Lion OIT, motor contactors, capacitors, relays, HOAs, pilot lights, hour meters, breakers, ISR, panel heater, current transducers, necessary control transformer, necessary terminals and wiring, level transducer with 2" sch 80 PVC stilling well pipe, UHF antenna, cables, and surge arrestor.

At six (6) lift stations, furnish and install new NEMA 4 enclosure with new Motorola ACE3600 RTU, cleanup existing panel and install 7" Red Lion OIT, current transducers, level transducer with 2" sch 80 PVC stilling well pipe, UHF antenna, cables, and surge arrestor.

At eight (8) lift stations, furnish and install Motorola ACE3600 RTU, 7" Red Lion OIT, current transducers, level transducer with 2" sch 80 PVC stilling well pipe, and cleanup existing control wiring, UHF antenna, cables, and surge arrestor.

At three (3) lift stations, furnish and install, Motorola ACE3600 RTU, 7" Red Lion OIT, current transducers, level transducer with 2" sch 80 PVC stilling well pipe utilizing the existing control panel.

At the 37th Street Flow Metering Station, furnish and install NEMA 4 enclosure with Motorola ACE3600 RTU to interface with the existing flow meter and site I/O points, UHF antenna, cables, and surge arrestor.

At the Main Office furnish and install one (1) Motorola ACE3600 FIU master unit with enclosure, UHF data radio, CPU, power supply, and battery backup to interface with the forty four remote sites.

At the Main Office, furnish and install one (1) Omni antenna with necessary cable, surge protector, on the existing 125' tower.

At the Main Office furnish and install one (1) cellular modem with antenna and cable to interface the lift station with the CRUISE HMI.

Provide assistance in acquiring FCC license and conduct a propagation study.

Provide necessary Motorola ACE3600 and CRUISE HMI programming.

Upon project final completion, provide the first year of the CRUISE HMI (cloud based) subscription and cellular fee; currently \$4,980.00 per year. The CRUISE provides easy trending, reports, unlimited remote connections, and alarm notifications via voice calls, emails, and text messages.

Provide necessary Motorola ACE3600 RTU I/O and new panel drawings.

Provide O&M manuals for the new SCADA system including a bill of materials.

Provide necessary startup and training services.

Provide necessary equipment submittals and project milestone schedule (milestone schedule attached).

Attend necessary design and progress meetings.

Provide work scope modifications per Project Worksheet Rev#2 (attached)

Total \$983,745.00

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

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power

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 seek to 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, deferral 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 or 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 manufacturers 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 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 IMPLIED WARRANTIES OF MERCHANTABILITY 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 transfer 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 subcontractors 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, earthquakes, 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 caused by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts or omissions 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

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.

19. Applicable Laws

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