

Contact Name:	Joel Hanenburg	Quote #:	Q-863-C13-B650
Customer Name:	Georgetown Township	Date:	03/02/2021
Customer Address:	1515 Baldwin St. Jenison, MI 49429	Prepared By:	Dave Van Dyken
Office Phone:	(616) 457-2690	Office Phone:	(616) 877-3930
Mobile Phone:	(616) 862-6742	Mobile Phone:	(616) 366-8548
Customer Email:	jhanenburg@georgetown-mi.gov	Email:	davidv@plummersenv.com

Statement of Work:

We hereby submit a proposal to video inspect approximately 400,000' of sanitary sewer over a 4 year period from 2022 - 2025.

All pipeline video inspections will be performed by one of our NASSCO certified PACP inspectors. All sewers will be inspected utilizing one of our IBAK mainline tractor cameras. Inspections will be recorded and PACP coded through Pipe Logix a NASSCO certified software. We will provide you with a digital copy of the video inspections along with the PACP database.

GIS integration will be accomplished with our sewer inspections to accurately map defects, codes, and observations to pipe sections and link pipe videos and pictures to the database to provide a multidimensional analysis of the current assets in the collections system. We will integrate your database with Pipelogix to give you a new database with layers that show where each defect, code, and observation is on your map. We will provide a sewer mains shapefile layer and sewer conditions shapefile layer each with information in the attributes table required by PACP, including date, weather, rating, location, etc.

Services:				
Description	Est Qty	Price	UOM	Ext Amt
8"- 48" Sanitary Sewer PACP Inspection 2022	100,000.00	\$0.730000	LF	\$73,000.00
8"- 48" Sanitary Sewer PACP Inspection 2023	100,000.00	\$0.730000	LF	\$73,000.00
8"- 48" Sanitary Sewer PACP Inspection 2024	100,000.00	\$0.730000	LF	\$73,000.00
8"- 48" Sanitary Sewer PACP Inspection 2025	100,000.00	\$0.730000	LF	\$73,000.00
Sub-Total:				\$292,000.00

Summary of Estimated Charges	
Category	Est Total
Services	\$292,000.00
Total Estimated Charges	\$292,000.00

STANDARD TERMS AND CONDITIONS

In this agreement "you", "your" and the "Customer" refer to the person signing this Contract ("Contract") with Plummer's Environmental Services Inc. ("Company").

- You agree to purchase the material and services described in this Contract from the Company at the price and according to the terms stated in this Contract.
- A service charge of 1 1/2% per month (18% per year) will be paid on past due amounts starting thirty (30) days after the invoice date. If Customer desires to pay invoice by credit card, an additional 3% credit card processing fee will be added to Customer's invoice.
- All material is guaranteed to be as specified. All work to be completed in a good, workmanlike manner according to standard practices and using the standard of care commonly used by environmental professionals and by-product transporters practicing in the State of Michigan. Company's workers are fully covered by Worker's Compensation insurance. In the event of cancellation of a job in progress by Customer, Customer will reimburse Company for all labor and/or material costs. Company shall have the right to stop work if payments are not made when due. Company shall be held harmless from all liabilities related to the hold up during such period.
- All terms and conditions in this Contract supersede any other terms and conditions, prior proposals or prior bids. This written Contract constitutes the complete integration of all statements and agreements relating to the Contract and there are no representations or warranties other than those expressly incorporated herein nor is this Contract dependent upon or subject to any conditions or approvals precedent or subsequent not herein stated. No subsequent agreement relating hereto shall be binding upon Customer or Company unless in writing and signed by the party being bound.
- If Customer requests changes, alteration or deviation from specifications involving extra cost, such work will only be performed upon written change orders, and will become an extra charge over and above the Contract price. Company may, by giving written notice to Customer, terminate this Contract if Customer breaches this Contract and such breach is not cured within a reasonable period (in any event such period not to exceed thirty days) or such breach is not capable of being cured within a reasonable period.
- The actual completion time is contingent upon access to Customer's facility, labor strikes, material shortages, accidents, weather, acts of God, changes caused by a body of government, and the like. Change orders will affect the time necessary for completion. Company shall not be liable for any damages suffered by Customer as a result of any delay occasioned by these contingencies.
- EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATIONS OF LAW OR OTHERWISE, OF THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT BY COMPANY. COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. COMPANY SHALL HAVE NO OTHER LIABILITY TO CUSTOMER IN CONNECTION WITH THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY INJURY OR DAMAGES TO PERSONS AND PROPERTY.**
- Customer shall maintain at its sole cost and expense insurance policies meeting the minimum insurance levels set forth below and shall provide certificates of such insurance evidencing the limits and expiration dates upon request;
 - Worker's Compensations - in accordance with applicable statutory requirements;

b. Commercial General Liability - not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate,

c. Automobile Liability - not less than \$1,000,000 per occurrence;

All policies of insurance shall name Plummer's Environmental Services, Inc. as an additional insured and will provide Plummer's thirty (30) days prior written notice of cancellation.

9. All issues concerning the construction, validity, enforcement and interpretation of this Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that venue is hereby exclusively established in the County of Kent, State of Michigan for any dispute or claim arising out of this Contract. Company, if it prevails in any action shall be entitled to all reasonable attorneys' fees, costs and other expenses incurred in such action and in any subsequent efforts to collect the amount awarded.

10. Any portion of this Contract found to be not enforceable by a court of competent jurisdiction will not invalidate the remaining portions of this Contract. Any term of this Contract which is found to be ambiguous shall not be construed against the Company. Nothing herein shall exclude any other rights or remedies to which Company is entitled by law or equity.

11. Customer agrees to indemnify and hold Company harmless, and assume any legal liability to defend Company, its agents, employees, officers and members from any claim or action by any third party arising out of the performance of work pursuant to this Contract except those claims or actions arising out of incidents caused by employees or agents of the Company.

12. All the terms and provisions of this Contract shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal representatives, successors and assigns of the parties to this Contract. This Contract is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

13. Plummer's Environmental Services is not responsible for any sewer back up on private or commercial properties while cleaning sewer lines due to inadequate ventilation on the owners sewer.

Name: Joel Hanenburg

Signature:

X _____

Date: