



**AGENDA**  
**CITY COMMISSION MEETING**  
**WEDNESDAY, MAY 14, 2025**  
**CITY HALL | 130 N. NOTTAWA ST.**  
**WIESLOCH RAUM**

**WORK SESSION 5:30 P.M.**

1. Precinct 2 Commissioner Interview

**REGULAR MEETING 6:00 P.M.**

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
  - A. Annual Audit Presentation – Holly Keyser
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA
  - A. Action of Minutes of Previous Meetings
    - **APPROVE the minutes from the April 23, 2025 regular meeting as presented.**
  - B. Pay Bills
    - **AUTHORIZE the payment of the City bills in the amount of \$2,509,170.93 as presented.**
  - C. Memorial Day Parade
    - **APPROVE the 2025 Memorial Day Parade as presented.**
  - D. Sturgis Historical Society Cemetery Tours
    - **APPROVE the Sturgis Historical Society Cemetery Tours as presented.**
  - E. Fireworks Approvals
    - **AUTHORIZE Deputy Public Safety Director – Fire Division Andrew Strudwick or his designated representative to complete all necessary permit reviews and SIGN all necessary documents for a community fireworks display.**
    - **APPROVE closure of West Lafayette Street and temporary no parking on North Centerville Rd. as presented.**
9. UNFINISHED BUSINESS
10. NEW BUSINESS
  - A. A Jam for JB at Free Church Park – Andrew Kuk
  - B. Jesus March at Free Church Park – Andrew Kuk
  - C. Sturgis Fest – Andrew Kuk
  - D. 2025 Street Rehabilitation Project – Barry Cox
  - E. Stateline Substation 69kV Circuit Breaker – Chris McArthur
  - F. Electric Line Truck Purchases - Chris McArthur
  - G. Michigan Avenue Lift Station – Thomas Sikorski
  - H. Dump Truck Refurbishments – Thomas Sikorski
  - I. Habitat for Humanity Purchase Agreement Amendment – Andrew Kuk
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

# Manager's Report

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MAY 14, 2025



CITY OF  
**Sturgis**  
MICHIGAN

Submitted by:

A handwritten signature in black ink, appearing to read "Andrew Kuk".

Andrew Kuk  
City Manager

## **Work Session**

### **1. Precinct 2 Commissioner Interview**

**Staff: Mayor Perez**

Included in your packet is the essay and resume from Justin Wickey, who was the only one that applied for the 2nd Precinct Commissioner position being vacated by Commissioner Moyer. As directed by the Commission, this work session will allow time for the Commission to interview the candidate. Discussion regarding qualifications and a decision to appoint has previously been made at the following regular meeting and the new Commissioner being seated at the regular meeting after that. However, because there is only one candidate, the City Commission may want to alter this schedule. The interview will take place in the Wiesloch Room of City Hall beginning at 5:30 pm.

#### Information Included in Packet:

1. Precinct 2 Commissioner Application

## **5. Presentation**

### **A. Annual Audit Presentation**

**Staff: Holly Keyser**

Joe Verlin of Gabridge & Company will be presenting the audit report of the City's financial performance for the period ending September 30, 2024.

#### Additional Information:

1. City of Sturgis Audit for FY Ending 9/30/2024 (separate document)

## 8. Consent Agenda

### Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for May 14, 2025 as presented.

### Staff Recommendation:

**APPROVE**

#### **8A. Action of Minutes of Previous Meetings**

##### Consent Agenda Motion:

*APPROVE the minutes from the April 23, 2025 regular meeting as presented.*

#### **8B. Pay Bills**

##### Consent Agenda Motion:

*AUTHORIZE the payment of the City bills in the amount of \$2,509,170.93 as presented.*

#### **8C. Memorial Day Parade**

The local VFW and American Legion are requesting use of South Nottawa Street for the Memorial Day Parade. The route will run from the VFW post on Fawn River Road north on South Nottawa Street to Oak Lawn Cemetery. They request that barricades be dropped off for the parade by DPS at intersections along the route, specifically South Street and E. Fawn River Rd. The groups will provide road guards to set up and take down barricades for the parade. They are also requesting a police escort for the parade. The route is the same one approved by the Commission in past years. They are requesting a greeting from the Mayor at 11:00 a.m. and the parade will start at the VFW at 10:30 a.m. on Memorial Day (May 26<sup>th</sup>).

The VFW and American Legion are also requesting the use of Oaklawn Park during the event, as well as setup and use of the sound system, and waiver of fees for these activities.

Consent Agenda Motion:

APPROVE

#### **8D. Sturgis Historical Society Cemetery Tours**

The Sturgis Historical Society (SHS) requests to conduct tours at Oak Lawn Cemetery September 6<sup>th</sup> and 7<sup>th</sup>. These tours will highlight the lives of Sturgis business owners and some of their staff who are buried at Oak Lawn Cemetery.

SHS will provide volunteer guides who will lead participants between grave sites. Costumed actors from the Sturgis Civic Players and the local community will portray the deceased delivering accounts of their lives.

The tour dates and times will be Saturday September 6<sup>th</sup>, 4:00 pm to 5:30 pm with tours leaving every half hour; and Sunday, September 7<sup>th</sup>, 2:00 pm to 3:30 pm.

SHS will follow the Oak Lawn Cemetery Rules and Regulations and will follow up with staff prior to the tour dates regarding burials so there is no disruption. SHS holds an insurance policy for volunteers in the event of injury or damage to property.

SHS plans to have visitors park along Magnolia Street, in lots at Oaklawn Park and in parking spaces at the maintenance building. They are requesting use of a restroom at the maintenance building for volunteers.

Consent Agenda Motion:

APPROVE the 2025 Oak Lawn Cemetery Tours on September 6<sup>th</sup> and 7<sup>th</sup>, 2025 as presented.

## **8E. Fireworks Approvals**

This year the annual community fireworks display is planned for Saturday, June 28<sup>th</sup> at Kirsch Municipal Airport. The fireworks show is funded primarily with local donations.

Per Michigan law, all display fireworks shows require a permit from the local legislative body of the community. In order to complete the permitting process, City staff is recommending the Commission authorize Deputy Public Safety Director - Fire Division Andrew Strudwick or his designee to complete all necessary permit reviews and sign all necessary documentation.

Due to the location of the fireworks at the airport, City staff is also requesting some additional items from the Commission related to crowd control. This includes the closure of West Lafayette from North Centerville Road to the intersection of Broadus Street from 8:00 p.m. until the end of the fireworks. This closure request allows staff to better restrict access to airport property during the show.

Other requests include use of airport property for the fireworks display, and temporary no parking on North Centerville in the area around the airport starting Friday night.

If necessary, the rain date for the fireworks show would be Sunday, June 29<sup>th</sup>.

### **Consent Agenda Motion:**

*AUTHORIZE Deputy Public Safety Director – Fire Division Andrew Strudwick or his designated representative to complete all necessary permit reviews and SIGN all necessary documents for a community fireworks display.*

*APPROVE closure of West Lafayette Street and temporary no parking on North Centerville Rd. as presented.*

## **10. New Business**

### **A. A Jam for JB Event at Free Church Park**

**Staff: Andrew Kuk**

Anthony Knight has requested to use Free Church Park on Saturday, June 7<sup>th</sup> from 4:00 pm to 9:00 pm to host “A Jam for JB”. Mr. Knight advises the late John Borgesen, who recently passed away, owned and operated JB’s Guitars in Sturgis for over 30 years and was a pillar to the music community. He is planning this event to pay tribute to John.

Mr. Knight will have a sign-up sheet for musicians to pick a time slot to play or share memories about John. He is requesting access to electricity for their sound system and instruments. He is aware of the noise ordinance and will keep music to a reasonable level. There will be no money collected for this event; therefore, they are requesting that any fees be waived.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the request for use of Free Church Park for “A Jam for JB” on Saturday, June 7<sup>th</sup> from 4:00 pm-9:00 pm as presented.**

#### **Staff Recommendation:**

**APPROVE**



## **10. New Business**

### **B. Jesus March at Free Church Park**

**Staff: Andrew Kuk**

Rosanna Eicher has requested to utilize Free Church Park on Sunday, June 22<sup>nd</sup> from 3:00 pm to 11:00 pm to host a Jesus March and time of worship. This time frame includes time for set up and clean up. The walk will begin at approximately 4:00 pm. This March is a community event where attendees would walk on sidewalks holding signs with messages glorifying Jesus and praise, while singing songs. Ms. Eicher provided a map of the area for their walk which would begin at Free Church Park and go throughout the south side of the City from S. Clay St. to Virginia Ave. At the end of the walk, they would have a time of worship and song. She is requesting use of electricity at the park for their band. She is aware of the noise ordinance and will keep the noise at a reasonable level. This event is not a protest and is not sponsored by a church.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY Rosanna Eicher's request to host a Jesus March at Free Church Park on Sunday, June 22<sup>nd</sup> from 3:00 pm to 11:00 pm as presented.**

#### **Staff Recommendation:**

**APPROVE**

#### **Information Included in Packet:**

1. Route Map

## 10. New Business

### C. Sturgis Fest

**Staff: Andrew Kuk**

The Sturgis Area Chamber of Commerce will again hold Sturgis Fest on June 24<sup>th</sup> through the 28<sup>th</sup>. As in the past, the Chamber and other event organizers are requesting City assistance and participation for the festival. This includes road closures and the use of City staff and facilities. A detailed list of requests for the week is included in your packet.

The major requests for the use of City services are associated with Wednesday, Thursday, and Friday, June 25<sup>th</sup>-27<sup>th</sup>. Wednesday will be Family Night again this year, however activities will be taking place at Sturgis High School, limiting City support to supplying barricades. Activities there will again include carnival rides, the Sturgis Biscuits baseball game, and an outdoor movie. Also on Wednesday will be a new event, the “Mix @ Six”, for adults. This will take place at Free Church Park featuring music, food, and beer/wine; this event will be similar to the Wine Night that has occurred in the past.

Thursday will again be Bike Night and Friday will be the car show and the now traditional night parade.

Other festival activities will include the Sturgis Fest Dinner on Tuesday (Commission attendance is requested) and Fireworks at Kirsch Municipal Airport on Saturday night.

The Chamber is requesting closure of US-12 (Chicago Road) on Thursday and Friday which will be contingent upon approval from the Michigan Department of Transportation (MDOT); with the road construction project, MDOT is aware of Sturgis Fest activities and is planning their work schedule around the events.

Alcohol sales will take place on Wednesday and Thursday at Free Church Park; this is subject to Michigan Liquor Control Commission licensing and regulation, including perimeter fencing. The North Street and Pleasant St.

Sub-Areas of the Downtown Social District would be active on Friday as part of those road closures.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the requests for Sturgis Fest 2025 as presented.**

**Staff Recommendation:**

**APPROVE**

**Information Included in Packet:**

1. Sturgis Fest Requests List
2. Parade Route Map

## **10. New Business**

### **D. 2025 Street Rehabilitation Project**

**Staff: Barry Cox**

The City is looking to design street improvements for 2025. The project includes major and local street segments. Included in your packet is Amendment #7 to the Professional Services Agreement with Fleis and VandenBrink, Inc. The design amendment will allow the City to complete preliminary design phase, final design phase, and bidding phase for the project to allow for a bid process later this year.

The proposed street segments in the project are shown on the attached map. Staff anticipates several treatment methods to be used. Milling and resurfacing, reconstruction, and street rehabilitation; some segments will also include updating non-compliant ADA sidewalk ramps as well as spot curb removal and replacement.

The current budget for street improvements is \$795,000.00 with \$335,000.00 from the Major Street fund and \$460,000.00 from the Local Street fund. Preliminary cost estimates, prior to design, range from \$831,000.00 to \$1,070,000.00. Given these cost factors, there is a strong possibility the project will be scaled back by removing street segments after a formal design estimate occurs. N. Prospect and Washington are the two likely removals.

Many of these segments will have work completed to replace lead service lines prior to the street improvements. Based on the timing of this work and the timing of the bidding process, staff may seek to structure the bid to complete a portion of the project late in 2025 and the remaining work in spring of 2026.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY Amendment #7 to the Professional Services Agreement with Fleis and Vandenbrink Engineering, Inc. in the amount of seventy thousand, nine hundred dollars (\$70,900.00) for preliminary design, final design, and bidding services on the 2025 Street Rehabilitation Project.**

**Staff Recommendation:**

**APPROVE**

**Information Included in Packet:**

1. 2025 Street Rehab Map
2. Professional Services Agreement Amendment #7

## **10. New Business**

### **E. Stateline Substation 69kV Circuit Breaker**

**Staff: Chris McArthur**

The Electric Department issued a bid for one 69kV Circuit breaker for the new Stateline Substation to be located south of town on Bogen Rd. This substation is being built this year for the battery storage project to feed into and to supply needed energy south of town for new developments.

The purchase of this breaker will be part of the Nottawa 69kV loop construction currently scheduled in the capital plan for FY 2026-2027. The breaker will be a necessary upgrade for the substation as part of this project. This project will allow dual feeds into and out of the new substation allowing us to provide a loop feed creating better reliability and switching options when needed. Currently these breakers have a 110-week (over 2 year) lead time, so placing an order now is necessary.

Included in your packet is a bid tabulation for the project. Staff received three bids with CSI Utility Sales being the low bidder at \$102,215.00 and with the aforementioned 110-week lead time. As with many of the large equipment purchases made in the past several years, particularly those with long lead times, the proposal includes provisions for cost adjustments when the purchase is scheduled to be delivered. Staff is recommending approval of a contingency of \$5,000.00 for the purchase; this will be reflected in approval of an amount not-to-exceed \$107,215.00 for the purchase. If the price exceeds that amount we would bring approval back to the Commission prior to delivery in 2027. The equipment will be paid for at the time of delivery, but approval is needed to sign the purchase order and get in line for the equipment.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the purchase of one 69kV circuit breaker from CSI Utility Sales in the amount of one hundred and two thousand, two hundred and fifteen dollars (\$102,215.00) and not-to-exceed a total of one hundred seven thousand, two hundred and fifteen dollars (\$107,215.00) with cost adjustments as presented.**

**Staff Recommendation:**

**APPROVE**

**Information Included in Packet:**

1. Bid Tab
2. CSI Utility Sales Bid

## **10. New Business**

### **F. Electric Line Truck Purchases**

**Staff: Chris McArthur**

Electric Department staff are requesting to begin the purchase process for two vehicles scheduled for delivery in 2026.

#### **AT48 Small Bucket Truck**

The first is an ALTEC model AT48 small chassis bucket truck that will be replacing truck 288-11 which was a used vehicle purchased in 2023. This is a 2011 small bucket truck that has been deemed ready to replace due to age, mileage, and wear and tear. This truck currently has 118,500 miles. 288-11 is one of two small chassis bucket trucks that crews prefer for most tasks. Purchase of this unit would maintain the current fleet makeup of two small and two large bucket trucks. The AT48 would be on a 7-year replacement schedule.

Included in your packet is a quote from Altec, a participant in the State of Michigan MIDeal pricing program. The quoted amount for the unit is \$210,171.00. Due to provisions in the quote related to pricing changes, staff recommends approving purchase the AT48 in an amount not-to-exceed price of \$225,000.00. The expected delivery date is the first quarter of 2026.

#### **Dual Axel Digger/Derrick Truck**

The second vehicle purchase is for an Altec model DH50E Dual Axel Digger/Derrick Truck to replace unit 212-13, a 2013 Digger/Derrick. This unit is used to dig holes and set poles and large transformers. Unit 212-13 is due for replacement based on age. The new unit would be on a 12-year replacement schedule.

Included in your packet is a quote from Altec, as noted above a participant in the State of Michigan MIDeal pricing program. The quoted amount for the unit is \$443,333.00. Due to provisions in the quote related to pricing changes, staff recommends approving purchase the DH50E in an amount not-to-exceed price of \$450,000.00. The expected delivery date is the second quarter of 2026.



For both vehicles, payment will be made upon delivery, which is expected to be in FY 2025-2026. If approved, these units will be included in the budget for FY 2025-2026.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the purchase of an AT48 Small Chassis Bucket Truck from Altec in an amount not-to-exceed two hundred twenty-five thousand dollars (\$225,000.00) as presented.**

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the purchase of an DH50E Dual Axel Digger/Derrick from Altec in an amount not-to-exceed four hundred fifty thousand dollars (\$450,000.00) as presented.**

**Staff Recommendation:**

**APPROVE and APPROVE**

**Information Included in Packet:**

1. AT48 Quote
2. Small Chassis Bucket Vehicle Justification Form
3. DH50E Quote
4. Digger/Derrick Vehicle Justification Form

## 10. New Business

### G. Michigan Avenue Lift Station

**Staff: Thomas Sikorski**

At the July 10, 2024, Commission meeting, the Commission approved the Progressive Design-Build (PDB) process and DBIA agreement with F&V Construction (FVC) for the Michigan St. Lift Station project. This initial approval began design on the project, with construction budgeted for FY 2024-2025. The PDB process allows the City to control costs and improve the project outcome by participating directly in both design and construction decisions. Staff worked with FVC collaborating on important decisions for the long-term reliability of the pump station.

The pump station project improvements include new duplex submersible pump station with wet well and valve chamber configuration, pump station bypass connection, new control panel, and instrumentation and telemetry. The project also includes upgraded electrical (to 480V three phase) and new electrical receptacle and manual transfer switch for use with the portable generator as well as a new service drive on Grand Avenue for vector truck access to the wet well and for portable generator off-street parking.

The project also includes the demolition of the existing pump station fencing and electrical service and controls as well as abandonment of the existing pump station in-place. It is anticipated the concrete will be removed to a depth of 2-feet below final grade and the structure infilled, like the abandonment that occurred at the Market Street Pump Station. The existing 8-inch influent sewer to the pump station wet well will also be abandoned in-place, filled with flowable-fill and plugged.

The PDB process involves a 2-steps. Step 1 was the design and bid phase; costs under this step were approved in July of 2024 with minor change orders this fiscal year. Bids were received on April 14, 2025 for the project. Post-bid, FVC interviewed and reviewed all trade contractors' scopes of work to determine if there was any scope overlap, underlap, or cost savings presented. Minor scope

overlaps and scope underlaps were brought to light during these discussions and cost savings measures were explored.

Step 2 of the process is construction; to proceed with this step, the City approves the construction costs based on the bid process. This information is included in your packet as Exhibit C to DBIA agreement. It includes previously approved costs for design and material purchases along with the new bid costs, total FVC fees, and a Design-Builder's Contingency.

The Commission did also previously approve the purchase of long lead time items for this project as a change order in February of this year in the amount of \$166,730.00. This included pumps and controls as well as a portion of fees and design.

The total cost expressed in Exhibit C for the project is \$1,704,497.00. \$283,230.00 of this amount has been previously approved by the Commission. The new cost being considered for approval is \$1,421,267.00

The current Fiscal Year capital budget includes \$1,500,000.00 from the Wastewater Fund for Michigan Avenue Lift Station Improvements. Total costs approved in FY 2024-2025 for the project are \$1,593,797.00, or \$93,797.00 over budget. The remaining \$110,700.00 shown as part of Exhibit C was approved in FY 2023-2024. A budget and costs spreadsheet is included in your packet.

A portion of the FY overage will be covered as part of the budget for the 2025 Street Rehabilitation project, which is paying for costs associated with pavement on Grand Ave. which is included in this project.

In addition to the above costs, FVC recommends the City hold an additional 5% contingency outside the authorized construction amount for any additional scope of work outside the contract. Accordingly, staff is recommending approval of a contingency of \$60,000.00 based on the sub-total of construction trades and general conditions. This would bring the overall amount over budget to \$153,797.00, not accounting for funds from the street project.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the construction phase for Michigan Avenue Pump Station Replacement as identified in Exhibit C to the DBIA agreement with F&V Construction as presented.**

**Staff Recommendation:**

**APPROVE**

**Information Included in Packet:**

1. FVC PDB Letter (Step 2)
2. DBIA Agreement (Updated Step 2)
3. Michigan Ave Lift Station Budget and Costs Spreadsheet

## **10. New Business**

### **H. Dump Truck Refurbishments**

**Staff: Thomas Sikorski**

The FY 2024-2025 budget included funds to refurbish two single-axle dump trucks; units 610-09 and 611-09. The Department of Public Services purchased these 2009 dump trucks through auction in 2015. The decision to refurbish rather than replace the vehicles is the result of several factors. First, the trucks are pre-emission standard vehicles with low milage, which is advantageous from a performance and maintenance standpoint over newer vehicles that must adhere to more strict standards. Second, based on third-party inspection reports staff believes there is still useful life on the current chassis and drivetrain; with the refurbishment the trucks could last in service an additional ten years while saving cost versus replacing them with new units. Lastly, more stringent Greenhouse Gas Emission standards are being implemented by engine manufacturers, and we did not want to be among the first generation of these new engines.

The refurbishment process will be a frame-up build, meaning all components will be removed from the trucks, leaving only a chassis. The existing Monroe boxes will be replaced with 12-foot stainless steel dump boxes, V-box salters with prewet tanks, and upgraded interior controls. The trucks will also receive new certified power controls, the same as our recently purchased trucks, having operations in all four trucks the same. The lighting package on the vehicles will feature “smart” flashers which will allow two trucks operating together to sync their lights to the same pattern. This is a safety feature for the motoring public, causing less distraction to motorists.

Work to complete the refurbishment will be completed by Viking Cives Great Lakes via a Sourcewell contract. This is the same upfitter which completed the City’s most recent plow truck build. The fiscal year 2024-2025 motor vehicle fund budget included the refurbishment of the trucks for \$200,000.00 each. Included in the packet is the quotation from Viking Cives; their quote for refurbishment is \$197,111.27 each with the option of repainting the cabs for an additional \$5,300.00 each. Staff is recommending approval of this option. As with most

vendors recently, the quote highlights that price changes are possible up to time of completion; current markets are highly unstable due to tariffs as a result, staff is requesting a contingency of \$10,000.00 per truck.

As with other such purchases, payment will be made upon completion of the rehabilitation, which Due to production scheduling is not expected to start until summer of 2026. This would move the project from FY 2024-2025's budget to FY 2025-2026. If approved, these units will be included in the budget for FY 2025-2026.

As a note, the old Monroe dump boxes to be removed from the trucks will be retained by the City, with plans to sell them at auction.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the refurbishment of two dump trucks by Viking Cives as presented in the amount of two hundred and two thousand, four hundred and eleven dollars and twenty-seven cents (\$202,411.27) each and not-to-exceed a total of two hundred and twelve thousand, four hundred and eleven dollars and twenty-seven cents (\$212,411.27) each with cost adjustments as presented.**

**Staff Recommendation:**

**APPROVE**

**Information Included in Packet:**

1. Viking Cives Quote

## **10. New Business**

### **I. Habitat for Humanity Purchase Agreement Amendment**

**Staff: Andrew Kuk**

Habitat for Humanity of St. Joseph County is working on a housing project at 333 Jacob St. This property was part of a purchase agreement completed with the City back in 2010. This agreement sold Habitat two lots; the first was developed in 2011; the second (333 Jacob) was envisioned to be developed within three years of the agreement. As part of the agreement a mortgage exists on the property. A copy of the purchase agreement is included in your packet.

As Habitat moved forward with the housing project at 333 Jacob St., they inquired about utility connection fees. Staff recalled that the previous project had fees waived, leading us to review the purchase agreement. The terms of that agreement included the waiver of fees, but staff also discovered that Habitat was outside the terms of the agreement given the property was not developed within three years.

In order to clean up the terms of the purchase agreement and ensure that the development standards agreed to by both parties continue with the new project, I had the City Attorney develop an addendum to the purchase agreement, which is included in your packet. This addendum amends the construction date for the second property to 2027 and leaves the remaining provisions of the original agreement intact, including waiver of the utility tap fees.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the First Addendum to the Real Estate and Purchase Agreement with Habitat for Humanity, St. Joseph County as presented.**

#### **Staff Recommendation:**

**APPROVE**

Information Included in Packet:

1. Real Estate and Purchase Agreement
2. First Addendum to the Real Estate and Purchase Agreement



## Noteworthy Meetings / Events

- Chamber Board of Directors Meeting | April 22<sup>nd</sup>
- St. Joseph County Stakeholders Meeting | April 22<sup>nd</sup>
- City Commission Budget Planning Meeting | April 22<sup>nd</sup>
- Sturgis Fest Meeting | April 23<sup>rd</sup>
- Federal Legislative Update Meeting | April 24<sup>th</sup>
- SABEA Meeting | April 28<sup>th</sup>
- Sturgis High School Mock Interviews | April 30<sup>th</sup>
- Wellhead Protection Board of Appeals Meeting | April 30<sup>th</sup>
- MPPA Stakeholders Conference | May 1<sup>st</sup>
- Sturgis Neighborhood Program Spring Fling (Trash Drop Off) | May 3<sup>rd</sup>
- EDC/BRA/SIA Meeting | May 6<sup>th</sup>
- DDA Meeting | May 7<sup>th</sup>
- United Way Golf Outing | May 9<sup>th</sup>

## Upcoming Events

- Spring Car Cruise-In & Eats | May 9<sup>th</sup>
- Business After Hours-Edward Jones | 164 W. Chicago Rd. | 5pm-7pm | May 15<sup>th</sup>
- Bourbon, Bacon & Blues | Downtown | 5:30pm-10pm | May 23<sup>rd</sup>
- City Commission Budget Work Session | 5:00pm | May 29<sup>th</sup>
- Movies on North | Downtown | 5:30pm-9pm | June 6<sup>th</sup>
- City Commission Budget Work Session | 5:00pm | June 12<sup>th</sup>
- Comedy Night – Craig Tornquist | SYCA | 7pm | June 13<sup>th</sup>
- Sturgis Fest | Downtown | June 24<sup>th</sup>-28<sup>th</sup>
- Sturgis Fest Kickoff Dinner | SYCA | 6pm | June 24<sup>th</sup>

# **City of Sturgis City Commission Work Session**

## **Agenda Item 1**



**Justin L. Wickey**  
**125 S. Nottawa St.**  
**Sturgis, MI 49091**  
**(269) 625-7150**

Employer: Grace Christian Fellowship (AKA: Grace Sturgis)  
Employer Address: 300 Timothy Dr., Sturgis, MI 49091  
Employer Phone: (269) 651-1991

Greetings Commissioners,

I am seeking your appointment for the open 2<sup>nd</sup> Precinct Commissioner seat. As some of you may already be aware of, I once held a commissioner seat for the 2<sup>nd</sup> precinct. I was able to serve 3 years of my 4-year term, having to resign early because of an out-of-town venture that left very little time for me to perform my duties as a commissioner well.

I am seeking this appointment for the same reason I originally ran for City Commissioner before – I love my hometown, Sturgis. I love its people and desire to see this community thrive. If I were to be appointed, I could “hit the ground running” since I have previous experience as a City Commissioner. I bring a unique perspective and hear from a different circle of people from our community as do each of you.

I believe our City Commission is working at its best when there is a wide variety of perspectives and circles of the community represented. If I bring you more of the same that’s already on the commission, then, maybe I’m not the right fit currently. But, if you believe as I do (that I bring a unique perspective), then I humbly ask for your appointment.

Blessings to you all and thank you for the things you do for Sturgis!

Sincerely,  
Justin Wickey

# Justin L. Wickey

## Education

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Graduated: May 2012      Spring Arbor University      Spring Arbor, MI

### Bachelor of Arts – Family Life Education

- GPA: 3.87      Awarded: Cum Laude
  - Endorsement: Nonprofit Leadership
- 

Graduated: December 2000      Glen Oaks Community College      Centreville, MI

### Associates – General Studies

- GPA: 3.569
  - Sports Officiating course completion
  - Coaching Principles course completion
  - Fitness & Wellness course completion
- 

Graduated: June 1998      Sturgis High School      Sturgis, MI

### High School Diploma

- Freshman, Junior Varsity, and Varsity Football
- Symphony, pep, and Marching band (percussion)

## Work History

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September 2016 – present      Grace Christian Fellowship      Sturgis, MI

### Associate Pastor

- Pastoral Care – checking in on parishioners, help where needed
- Counseling – pre-marital, marital and family counseling as needed
- Building Supervisor – perform (and contract out) building maintenance
- Officiate services – officiate weddings and funerals as needed
- Help wherever needed – preaching, children's ministry, prayer ministries, outreaches, etc.
- Administration – event planning and coordination, office and general administrative tasks

June 2012 – 2016

Grace Christian Fellowship

Sturgis, MI

**Children & Family Life Director (part-time)**

- Children's Ministry Leader – Provide leadership and direction for GCF Children's ministry; recruit and train volunteers; administrate schedules, rosters, and curriculums
- Family Life ministry – Provide resources and training for marriages, parents, and youth
- Community Outreach – Reach out to families in the community through events and meet practical needs
- Administration - Perform general administrative duties dependent upon the current needs of the church office

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July 2014 – 2016

Adapt

Sturgis, MI

**In Home Support Staff (part time)**

- Respite Care – Provide clients and parents time away from each other to help foster good family dynamics
- Community Living Services (CLS) – Provide Clients with skill building opportunities to stay or become independent

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## References

**Pastor Luke Eicher**

Grace Christian Fellowship – Lead Pastor

Sturgis, MI

Phone: 269-651-1991

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**Joe Markus**

Kellogg Co. – Engineer

Burr Oak, MI

Phone: 269-659-0991

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**James Blakely**

Therma-Tru Doors – Fork Lift Operator

Sturgis, MI

Phone: 269-503-1113

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8A**





**REGULAR MEETING - STURGIS CITY COMMISSION**  
**WEDNESDAY, APRIL 23, 2025**  
**WIESLOCH RAUM – CITY HALL**

Mayor Perez called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was said by all present.

The Invocation was given by Comm. Moyer.

Commissioners present: Mullins, Boring, Moyer, Smith, Harrington, Abbs, Miller, Vice-Mayor Bir, Mayor Perez

Commissioners absent: None

Also present: City Attorney, City Manager, City Controller, Public Services Director, Deputy Fire Chief, City Clerk

City Controller Holly Keyser provided information on the quarterly financials ended March 31, 2025. Discussion followed.

Max Coon, Constantine Township Trustee, explained that he will be running for State Representative.

Sally May, 608 Laurel, expressed concerns about parking on her street. Discussion followed.

Dray Perkins, 206 Pleasant, expressed concerns on student pedestrian safety on Griffith and Hatch Streets. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to approve the agenda as presented.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

Moved by Comm. Harrington and seconded by Comm. Smith to approve the Consent Agenda of April 23, 2025 as presented.

**8A. Action of Minutes of Previous Meetings**

APPROVE the minutes from the April 9, 2025 work session as presented.

- APPROVE the minutes from the April 9, 2025 regular meeting as presented.

**2. Pay Bills**

- AUTHORIZE the payment of the City bills in the amount of \$1,836,748.98 as presented.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

Deputy Fire Chief Andy Strudwick provided information on a grant that would be used for a training mannequin. Discussion followed.

Moved by Comm. Abbs and seconded by Comm. Smith to approve a Budget Amendment to Ambulance Fund Revenue and Expense in the amount of twenty thousand forty-four dollars and sixty-eight cents (\$20,044.68) as presented.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

DPS Director Tom Sikorski provided information on a used utility trailer that would be utilized to transport the mini excavator. Discussion followed.

Moved by Comm. Abbs and seconded by Comm. Smith to approve the purchase of a 2017 20-ton Talbert Trailer from James Ware Construction in the amount of thirteen thousand five hundred dollars (\$13,500.00) as presented.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

The meeting was adjourned at 6:45 p.m.

***Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer***

**SPECIAL MEETING  
STURGIS HOUSING DEVELOPMENT CORPORATION  
WEDNESDAY, APRIL 23, 2025  
WIESLOCH RAUM – CITY HALL**

President Andrew Kuk called the meeting to order at 6:48 p.m.

Directors Present: Mullins, Boring, Moyer, Smith, Harrington, Abbs, Miller, Bir, Perez, Kuk  
Directors Absent: None

Moved by Dir. Harrington and seconded by Dir. Abbs to go into Closed Session to discuss the potential purchase of property.

**Voting yea: Mullins, Boring, Moyer, Smith, Harrington, Abbs, Miller, Bir, Perez, Bir, Kuk**

**Voting nay: None**

**MOTION CARRIED**

**Meeting recessed at 6:50 p.m.**

**Meeting reconvened at 7:00 p.m.**

**Mr. Kuk adjourned the SHDC meeting at 7:00 p.m.**

***Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer***

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8B**



# Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 5/14/2025 Month: 08

| Date       | Check#  | Vendor | VendorName                     | Amount     |
|------------|---------|--------|--------------------------------|------------|
| 04/23/2025 | 251750M | 02310  | STURGIS CIVIC PLAYERS          | 4,964.00   |
| 04/25/2025 | 251751M | 02037  | JAMES WARE CONSTRUCTION, INC.  | 13,500.00  |
| 04/25/2025 | PR0661M | 00061  | CITY OF STURGIS PAYROLL        | 406,714.21 |
| 04/21/2025 | T17603M | 03173  | FIFTH THIRD BANK               | 9,794.02   |
| 04/17/2025 | T17604M | 01127  | STATE OF MICHIGAN              | 295.08     |
| 04/21/2025 | T17605M | 04197  | MI PUBLIC POWER AGENCY         | 212,466.01 |
| 04/16/2025 | T17606M | 05875  | ALERUS FINANCIAL/MERS-STIPEND  | 2,700.00   |
| 04/17/2025 | T17607M | 00108  | STATE OF MICHIGAN              | 59,112.77  |
| 04/11/2025 | T17608M | 04088  | BLUE CROSS BLUE SHIELD OF MI   | 36,950.17  |
| 04/18/2025 | T17609M | 04088  | BLUE CROSS BLUE SHIELD OF MI   | 5,961.55   |
| 04/23/2025 | T17610M | 05903  | WEST SIDE BEER DISTRIBUTING    | 522.75     |
| 04/28/2025 | T17611M | 04197  | MI PUBLIC POWER AGENCY         | 200,414.27 |
| 04/25/2025 | T17612M | 00062  | CITY OF STURGIS-EMPLOYEE INS   | 81,096.93  |
| 04/25/2025 | T17613M | 00063  | CITY OF STURGIS TAX TRANSFER   | 23,274.61  |
| 04/25/2025 | T17614M | 00064  | INTL CITY MGMT ASSOC RETR CORP | 12,295.03  |
| 04/25/2025 | T17615M | 00065  | DOYLE MEMBERSHIP TRANSFER      | 2,977.64   |
| 04/25/2025 | T17616M | 03229  | CITY OF STURGIS-WORKERS COMP   | 3,533.11   |
| 04/25/2025 | T17617M | 05123  | COMERICA BANK-INST TRUST SERV  | 41,053.47  |
| 04/25/2025 | T17618M | 05588  | ALERUS FINANCIAL/MERS TRANSFER | 3,781.57   |
| 04/26/2025 | T17619M | 06388  | ALLIANCE BEVERAGE DISTRIBUTING | 227.20     |
| 04/24/2025 | T17620M | 00321  | STATE OF MICHIGAN              | 18,401.58  |
| 04/26/2025 | T17621M | 04088  | BLUE CROSS BLUE SHIELD OF MI   | 104,520.84 |
| 04/23/2025 | T17622M | 05903  | WEST SIDE BEER DISTRIBUTING    | 602.80     |
| 05/01/2025 | T17623M | 04088  | BLUE CROSS BLUE SHIELD OF MI   | 24,164.80  |
| 05/01/2025 | T17624M | 06138  | MUTUAL OF OMAHA INSURANCE CO   | 5,418.89   |
| 05/04/2025 | T17625M | 00197  | CITY OF STURGIS UTILITIES      | 20,576.76  |
| 05/01/2025 | T17626M | 04389  | FRONTIER COMMUNICATIONS A      | 152.28     |
| 05/05/2025 | T17627M | 06121  | GB SOLAR TE 2020 HOLDINGS LLC  | 94,850.00  |
| 05/12/2025 | T17628M | 00197  | CITY OF STURGIS UTILITIES      | 13,904.50  |
| 05/07/2025 | T17629M | 03770  | MICHIGAN GAS UTILITIES         | 166.43     |
| 05/07/2025 | T17630M | 03770  | MICHIGAN GAS UTILITIES         | 45.48      |
| 05/20/2025 | T17631M | 00197  | CITY OF STURGIS UTILITIES      | 10,538.14  |
| 05/01/2025 | T17632M | 03951  | SOUTHERN MICHIGAN BANK & TRUST | 5,277.77   |
| 05/01/2025 | T17633M | 03951  | SOUTHERN MICHIGAN BANK & TRUST | 1,658.42   |
| 05/13/2025 | T17634M | 03770  | MICHIGAN GAS UTILITIES         | 1,069.62   |

## Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 5/14/2025 Month: 08

|              |         |       |                                |              |
|--------------|---------|-------|--------------------------------|--------------|
| 05/13/2025   | T17635M | 03770 | MICHIGAN GAS UTILITIES         | 145.20       |
| 05/20/2025   | T17636M | 00197 | CITY OF STURGIS UTILITIES      | 6,960.83     |
| 05/14/2025   | T17637M | 04389 | FRONTIER COMMUNICATIONS A      | 77.24        |
| 05/13/2025   | T17638M | 04389 | FRONTIER COMMUNICATIONS A      | 78.08        |
| 05/13/2025   | T17639M | 04389 | FRONTIER COMMUNICATIONS A      | 26.08        |
| 05/13/2025   | T17640M | 04389 | FRONTIER COMMUNICATIONS A      | 1,800.66     |
| 05/13/2025   | T17641M | 04389 | FRONTIER COMMUNICATIONS A      | 827.30       |
| 05/13/2025   | T17642M | 04389 | FRONTIER COMMUNICATIONS A      | 1,416.60     |
| 05/16/2025   | T17643M | 04389 | FRONTIER COMMUNICATIONS A      | 604.00       |
| 05/14/2025   | T17644M | 03770 | MICHIGAN GAS UTILITIES         | 58.15        |
| 05/14/2025   | T17645M | 03770 | MICHIGAN GAS UTILITIES         | 1,171.48     |
| 05/01/2025   | T17646M | 00449 | CENTURY BANK & TRUST           | 6,221.68     |
| 05/11/2025   | T17647M | 02909 | CHARTER COMMUNICATIONS         | 804.49       |
| 05/01/2025   | T17648M | 06290 | MEDPRO WASTE DISPOSAL LLC      | 30.06        |
| 05/05/2025   | T17649M | 04197 | MI PUBLIC POWER AGENCY         | 188,642.79   |
| 05/19/2025   | T17650M | 04389 | FRONTIER COMMUNICATIONS A      | 304.60       |
| 05/22/2025   | T17651M | 04389 | FRONTIER COMMUNICATIONS A      | 72.64        |
| 05/22/2025   | T17652M | 03770 | MICHIGAN GAS UTILITIES         | 1,077.21     |
| 05/22/2025   | T17653M | 03770 | MICHIGAN GAS UTILITIES         | 933.42       |
| 05/22/2025   | T17654M | 03770 | MICHIGAN GAS UTILITIES         | 203.06       |
| 05/21/2025   | T17655M | 03770 | MICHIGAN GAS UTILITIES         | 488.48       |
| 05/21/2025   | T17656M | 03770 | MICHIGAN GAS UTILITIES         | 170.17       |
| 05/11/2025   | T17657M | 00512 | CAMOCO FUEL SYSTEM             | 15,577.67    |
| Manual Total |         |       |                                | 1,650,674.59 |
| 05/14/2025   | 251752  | 00110 | A & K PRINTING & POOLS         | 37.50        |
| 05/14/2025   | 251753  | 00296 | AARON B PALMER                 | 13.76        |
| 05/14/2025   | 251754  | 00066 | ACTION QUICK PRINT PLUS        | 403.00       |
| 05/14/2025   | 251755  | 05634 | ADAM EMERICK                   | 50.00        |
| 05/14/2025   | 251756  | 06519 | AFFORDABLE EQUIPMENT RENTAL    | 350.00       |
| 05/14/2025   | 251757  | 06156 | AGILE TICKETING SOLUTIONS LLC  | 421.84       |
| 05/14/2025   | 251758  | 00002 | ALL-PHASE ELECTRIC SUPPLY      | 58.91        |
| 05/14/2025   | 251759  | 03994 | ALLIED MECHANICAL SERVICE INC  | 37,897.20    |
| 05/14/2025   | 251760  | 06504 | ALLISON KYLE                   | 220.00       |
| 05/14/2025   | 251761  | 02334 | ALLMAKE BROADCOM               | 564.00       |
| 05/14/2025   | 251762  | 06119 | AMAZON.COM SALES INC           | 5,147.54     |
| 05/14/2025   | 251763  | 04696 | APX INC - 9551                 | 492.92       |
| 05/14/2025   | 251764  | 00624 | AQUA BLAST CARWASH SYSTEMS INC | 224.00       |

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Date: 5/14/2025 Month: 08

|            |        |       |                                |           |
|------------|--------|-------|--------------------------------|-----------|
| 05/14/2025 | 251765 | 03576 | ARROW SERVICES INC             | 83.00     |
| 05/14/2025 | 251766 | 02292 | ASPLUNDH TREE EXPERT CO        | 18,107.46 |
| 05/14/2025 | 251767 | 00379 | AUTO PARK FORD                 | 3,958.29  |
| 05/14/2025 | 251768 | 05719 | BAKER'S BODY SHOP LLC          | 5,597.90  |
| 05/14/2025 | 251769 | 06117 | BENITA ANN LEWIS               | 60.00     |
| 05/14/2025 | 251770 | 00296 | BETH L AND TIMOTHY A STOVER    | 54.84     |
| 05/14/2025 | 251771 | 00072 | BIRD, SCHESKE, REED & BEEMER,  | 10,041.50 |
| 05/14/2025 | 251772 | 05080 | BOBILYA CHRYSLER DODGE JEEP    | 148.50    |
| 05/14/2025 | 251773 | 06585 | BOFA INC                       | 527.48    |
| 05/14/2025 | 251774 | 00006 | BOLAND TIRE INC                | 349.50    |
| 05/14/2025 | 251775 | 05991 | BORGESS MEDICAL GROUP          | 521.00    |
| 05/14/2025 | 251776 | 03327 | BOUND TREE MEDICAL LLC         | 765.17    |
| 05/14/2025 | 251777 | 00138 | BS & A SOFTWARE                | 3,528.00  |
| 05/14/2025 | 251778 | 06517 | CARELINC MEDICAL EQUIP &SUPPLY | 205.00    |
| 05/14/2025 | 251779 | 00364 | CAROL DUSTIN                   | 500.00    |
| 05/14/2025 | 251780 | 00691 | CENTRAL MEAT MARKET            | 617.00    |
| 05/14/2025 | 251781 | 06164 | CITY OF CHELSEA                | 43,319.28 |
| 05/14/2025 | 251782 | 01323 | CITY OF COLDWATER              | 9,450.54  |
| 05/14/2025 | 251783 | 06296 | CIVICPLUS LLC                  | 8,364.67  |
| 05/14/2025 | 251784 | 01861 | CORE COMM                      | 129.00    |
| 05/14/2025 | 251785 | 05108 | CORRIGAN OIL CO                | 1,209.95  |
| 05/14/2025 | 251786 | 06325 | COTTIN'S HARDWARE              | 193.72    |
| 05/14/2025 | 251787 | 06158 | CULLIGAN WATER OF STURGIS      | 149.00    |
| 05/14/2025 | 251788 | 04998 | D & D FENCING                  | 400.00    |
| 05/14/2025 | 251789 | 02005 | DELL MARKETING LP              | 6,322.56  |
| 05/14/2025 | 251790 | 06631 | DEWOLF & ASSOCIATES            | 595.00    |
| 05/14/2025 | 251791 | 05142 | DONOHUE & ASSOCIATES INC       | 1,415.77  |
| 05/14/2025 | 251792 | 06062 | ELECTIONSOURCE                 | 55.94     |
| 05/14/2025 | 251793 | 04955 | ENVIRO-CLEAN                   | 6,158.00  |
| 05/14/2025 | 251794 | 05745 | ERICA VARGAS SARCO             | 80.00     |
| 05/14/2025 | 251795 | 06615 | FAWN RIVER HVAC LLC            | 586.90    |
| 05/14/2025 | 251796 | 01204 | FERGUSON DBA POLLARDWATER      | 5,175.34  |
| 05/14/2025 | 251797 | 05490 | FERGUSON WATERWORKS #3386      | 30,893.76 |
| 05/14/2025 | 251798 | 06496 | FISH WINDOW CLEANING           | 385.00    |
| 05/14/2025 | 251799 | 00776 | FLEIS & VANDENBRINK            | 17,710.23 |
| 05/14/2025 | 251800 | 06376 | FLOCK SAFETY                   | 18,000.00 |
| 05/14/2025 | 251801 | 06287 | FOCAL POINT STUDIOS            | 20,000.00 |



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|            |        |       |                                |           |
|------------|--------|-------|--------------------------------|-----------|
| 05/14/2025 | 251802 | 04389 | FRONTIER COMMUNICATIONS A      | 1,273.90  |
| 05/14/2025 | 251803 | 02082 | GECKO SECURITY LLC             | 606.00    |
| 05/14/2025 | 251804 | 00041 | GRACE STUTZMAN                 | 150.00    |
| 05/14/2025 | 251805 | 00183 | GRAINGER INC                   | 112.80    |
| 05/14/2025 | 251806 | 00296 | GRAYSON G RIETHMILLER          | 60.66     |
| 05/14/2025 | 251807 | 03806 | GREAT LAKES PEST CONTROL       | 250.00    |
| 05/14/2025 | 251808 | 01436 | GRIFFITH ELECTRIC LLC          | 140.71    |
| 05/14/2025 | 251809 | 04243 | GRP ENGINEERING INC            | 34,200.00 |
| 05/14/2025 | 251810 | 03566 | HAMMERSMITH EQUIPMENT CO       | 475.00    |
| 05/14/2025 | 251811 | 05586 | MARY M HAYLETT                 | 50.00     |
| 05/14/2025 | 251812 | 03357 | HILLSDALE BOARD OF PUBLIC      | 7,896.25  |
| 05/14/2025 | 251813 | 05222 | HOLLAND DEPT OF PS/WMCJTC      | 1,216.25  |
| 05/14/2025 | 251814 | 04922 | HUTSON ASSESSING INC           | 5,198.93  |
| 05/14/2025 | 251815 | 05522 | INTERSTATE BATTERIES-GREAT LKS | 253.90    |
| 05/14/2025 | 251816 | 00296 | JAMES ROBERT BURNS             | 25.46     |
| 05/14/2025 | 251817 | 01101 | JANENE KOSMAN                  | 120.00    |
| 05/14/2025 | 251818 | 06199 | JANSEN PLUMBING, HEATING &     | 1,016.40  |
| 05/14/2025 | 251819 | 00296 | JEREMY I PEREZ                 | 82.84     |
| 05/14/2025 | 251820 | 06314 | JODIE M JOHNSON                | 60.00     |
| 05/14/2025 | 251821 | 05842 | JOHN DEERE FINANCIAL           | 752.70    |
| 05/14/2025 | 251822 | 06217 | JOHN J FLOWERS                 | 190.00    |
| 05/14/2025 | 251823 | 06482 | KENDRICK STATIONERS            | 588.25    |
| 05/14/2025 | 251824 | 01656 | KOORSEN FIRE & SECURITY INC    | 841.30    |
| 05/14/2025 | 251825 | 00041 | KRISTIN SANDBERG               | 25.00     |
| 05/14/2025 | 251826 | 06616 | KRISTINA VANOVER               | 100.00    |
| 05/14/2025 | 251827 | 02083 | KRUM PUMP & EQUIPMENT CO.      | 431.42    |
| 05/14/2025 | 251828 | 00212 | KSS ENTERPRISES                | 1,704.09  |
| 05/14/2025 | 251829 | 01846 | LAGRANGE CO CHAMBER OFCOMMERCE | 275.00    |
| 05/14/2025 | 251830 | 05977 | LAKELAND INTERNET LLC          | 106.94    |
| 05/14/2025 | 251831 | 00394 | LAWSON-FISHER ASSOCIATES PC    | 11,069.10 |
| 05/14/2025 | 251832 | 03684 | LEXISNEXIS RISK SOLUTIONS      | 200.00    |
| 05/14/2025 | 251833 | 00220 | LITHO PRINTERS INC             | 3,365.00  |
| 05/14/2025 | 251834 | 05145 | LOCAL COMMUNITY STABILIZATION  | 2,322.05  |
| 05/14/2025 | 251835 | 06464 | LRS LLC                        | 1,737.30  |
| 05/14/2025 | 251836 | 05156 | M A A C PROPERTY SERVICES      | 3,556.00  |
| 05/14/2025 | 251837 | 00296 | MACK L VELTHOUSE               | 11.26     |
| 05/14/2025 | 251838 | 06629 | MACQUEEN EQUIPMENT             | 8,300.00  |

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|            |        |       |                                |            |
|------------|--------|-------|--------------------------------|------------|
| 05/14/2025 | 251839 | 06250 | MARANA GROUP                   | 4,853.42   |
| 05/14/2025 | 251840 | 03095 | MARY DRESSER                   | 105.00     |
| 05/14/2025 | 251841 | 01391 | MCLEAN ENGINEERING             | 885.50     |
| 05/14/2025 | 251842 | 06488 | MEAD AND HUNT INC              | 37,086.50  |
| 05/14/2025 | 251843 | 06351 | MELISSA ANDREWS                | 480.00     |
| 05/14/2025 | 251844 | 00585 | MI ASSOC OF CHIEFS OF POLICE   | 115.00     |
| 05/14/2025 | 251845 | 05121 | MICKEY'S LINEN                 | 577.95     |
| 05/14/2025 | 251846 | 04730 | MILLER'S SIGN CO INC           | 255.00     |
| 05/14/2025 | 251847 | 05051 | MILSOFT UTILITY SOLUTIONS      | 1,194.10   |
| 05/14/2025 | 251848 | 00296 | MMD INVESTMENT                 | 51.91      |
| 05/14/2025 | 251849 | 06625 | NATIONAL OUTDOOR FURNITURE INC | 1,895.00   |
| 05/14/2025 | 251850 | 06491 | ONLINE INFORMATION SERVICES    | 193.53     |
| 05/14/2025 | 251851 | 03934 | OUDBIER INSTRUMENT CO          | 1,100.15   |
| 05/14/2025 | 251852 | 06614 | PANEL BUILT INC                | 132,200.00 |
| 05/14/2025 | 251853 | 04770 | PARRISH EXCAVATING INC         | 200,439.50 |
| 05/14/2025 | 251854 | 02810 | TIM PETERSON                   | 126.92     |
| 05/14/2025 | 251855 | 00033 | POSTNET POSTAL & BUSINESS      | 22.95      |
| 05/14/2025 | 251856 | 00485 | POWER LINE SUPPLY              | 3,681.25   |
| 05/14/2025 | 251857 | 06617 | PRESIDIO NETWORKED SOLUTIONS   | 3,178.00   |
| 05/14/2025 | 251858 | 04251 | RAI JETS LLC                   | 1,260.00   |
| 05/14/2025 | 251859 | 00035 | RESCO                          | 8,724.04   |
| 05/14/2025 | 251860 | 06038 | REVOLUTION HEALTH, P.C.        | 454.00     |
| 05/14/2025 | 251861 | 00296 | RICHARD K BARBER               | 56.83      |
| 05/14/2025 | 251862 | 06521 | RICKETT'S LAWN CARE            | 2,141.00   |
| 05/14/2025 | 251863 | 05765 | SELKING INTERNATIONAL          | 77.80      |
| 05/14/2025 | 251864 | 06483 | SONIT SYSTEMS LLC              | 4,430.12   |
| 05/14/2025 | 251865 | 00707 | SPORTSARAMA INC                | 79.90      |
| 05/14/2025 | 251866 | 02880 | ST JOE CO TRANSPORTATION AUTH  | 600.00     |
| 05/14/2025 | 251867 | 01801 | STAR CRANE & HOIST             | 870.00     |
| 05/14/2025 | 251868 | 00505 | STATE OF MICHIGAN              | 16,000.00  |
| 05/14/2025 | 251869 | 00024 | STATE OF MICHIGAN - MDOT       | 335.39     |
| 05/14/2025 | 251870 | 06487 | STURGIS ACE HARDWARE           | 1,378.35   |
| 05/14/2025 | 251871 | 01458 | STURGIS AREA CHAMBER           | 5,000.00   |
| 05/14/2025 | 251872 | 01021 | STURGIS COMMUNITY FOUNDATION   | 22,681.30  |
| 05/14/2025 | 251873 | 00101 | STURGIS NEIGHBORHOOD PROGRAM   | 5,033.33   |
| 05/14/2025 | 251874 | 05855 | STURGIS TROPHY HOUSE           | 24.00      |
| 05/14/2025 | 251875 | 04140 | SWICK BROADCASTING COMPANY     | 1,150.00   |

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|                 |        |       |                                |            |
|-----------------|--------|-------|--------------------------------|------------|
| 05/14/2025      | 251876 | 06281 | T MOBILE USA INC               | 393.54     |
| 05/14/2025      | 251877 | 06479 | THE LAB TRAINING CENTER LLC    | 800.00     |
| 05/14/2025      | 251878 | 06151 | THE NAKED SHIRT CUSTOM PRINTNG | 1,457.00   |
| 05/14/2025      | 251879 | 05777 | TRACE ANALYTICAL LABORATORIES  | 5,101.25   |
| 05/14/2025      | 251880 | 06426 | TRACY LIVELY LLC               | 60.00      |
| 05/14/2025      | 251881 | 04773 | TRIANGLE DIGITAL PRINTING INC  | 316.80     |
| 05/14/2025      | 251882 | 06247 | UNCONVENTIONAL SOLUTIONS INC   | 170.06     |
| 05/14/2025      | 251883 | 06150 | UNITED WHOLESALE GROCERY       | 1,709.85   |
| 05/14/2025      | 251884 | 03331 | UTILITIES INSTRUMENTATION SERV | 3,195.60   |
| 05/14/2025      | 251885 | 06630 | VILLAGE OF CLINTON             | 18,946.61  |
| 05/14/2025      | 251886 | 00296 | VIVIAN VANNEST                 | 60.00      |
| 05/14/2025      | 251887 | 03511 | WASTE MANAGEMENT               | 1,418.92   |
| 05/14/2025      | 251888 | 06272 | WEST MICHIGAN BASEBALL         | 774.72     |
| 05/14/2025      | 251889 | 05014 | WHEELER WORLD INC              | 2,884.38   |
| 05/14/2025      | 251890 | 00041 | XIMENA MALDONADO               | 315.00     |
| 05/14/2025      | 251891 | 06591 | YODER'S LAWN MAINTENANCE LLC   | 1,350.00   |
| 05/14/2025      | 251892 | 06480 | ZIP'S AW DIRECT                | 471.45     |
| 05/14/2025      | D02600 | 00335 | ALTEC INDUSTRIES, INC.         | 2,103.72   |
| 05/14/2025      | D02601 | 00340 | AMERICAN SAFETY & FIRST AID    | 234.56     |
| 05/14/2025      | D02602 | 05462 | AUTOZONE STORES LLC            | 22.77      |
| 05/14/2025      | D02603 | 00077 | CARQUEST AUTO PARTS            | 28.43      |
| 05/14/2025      | D02604 | 02983 | CINTAS LOCATION #351           | 2,003.60   |
| 05/14/2025      | D02605 | 00019 | KENDALL ELECTRIC INC           | 26.75      |
| 05/14/2025      | D02606 | 00216 | LAWSON PRODUCTS INC            | 676.89     |
| 05/14/2025      | D02607 | 03944 | LINDE GAS & EQUIPMENT INC      | 73.30      |
| 05/14/2025      | D02608 | 06238 | LUBRICATION ENGINEERS, INC     | 406.30     |
| 05/14/2025      | D02609 | 06026 | MID-CITY SUPPLY CO INC         | 142.39     |
| 05/14/2025      | D02610 | 01596 | MOTION INDUSTRIES INC          | 118.86     |
| 05/14/2025      | D02611 | 06069 | NAPA AUTO PARTS                | 703.41     |
| 05/14/2025      | D02612 | 01411 | NCL OF WISCONSIN INC           | 1,448.30   |
| 05/14/2025      | D02613 | 05932 | O'REILLY AUTO ENTERPRISES LLC  | 764.26     |
| 05/14/2025      | D02614 | 03091 | PRIME QUALITY ELECTRIC LLC     | 187.50     |
| 05/14/2025      | D02615 | 00279 | RATHCO SAFETY SUPPLY           | 352.00     |
| 05/14/2025      | D02616 | 06125 | THE COPY IMAGE INC             | 535.90     |
| 05/14/2025      | D02617 | 04792 | VILLA ENVIRONMENTAL CONSULTANT | 200.00     |
| Automatic Total |        |       |                                | 858,496.34 |

**Accounts Payable Bill Proof - CITY OF STURGIS, MI**  
**Date: 5/14/2025    Month: 08**

|             |              |
|-------------|--------------|
| Grand Total | 2,509,170.93 |
|-------------|--------------|

**PAYROLL DISBURSEMENT**  
**FOR PAYROLL ENDING 04/20/2025**  
**PR0661M PAYROLL DATE 04/25/2025**

|                                   |                     |
|-----------------------------------|---------------------|
| GENERAL                           | \$180,790.74        |
| MAJOR STREET                      | 6,360.18            |
| LOCAL STREET                      | 6,258.35            |
| CEMETERY                          | 6,538.33            |
| AIRPORT                           | 0.00                |
| BUILDING                          | 3,657.24            |
| HOUSING DEPARTMENT                | 0.00                |
| STURGES-YOUNG CENTER FOR THE ARTS | 6,792.66            |
| RECREATION                        | 80.00               |
| DOYLE RECREATION CENTER           | 12,708.43           |
| AMBULANCE                         | 16,512.93           |
| ELECTRIC                          | 135,265.73          |
| SEWER                             | 17,201.72           |
| WATER                             | 11,960.37           |
| MOTOR VEHICLE                     | 2,587.53            |
| <b>Payroll Sub-Total</b>          | <b>\$406,714.21</b> |

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10B**



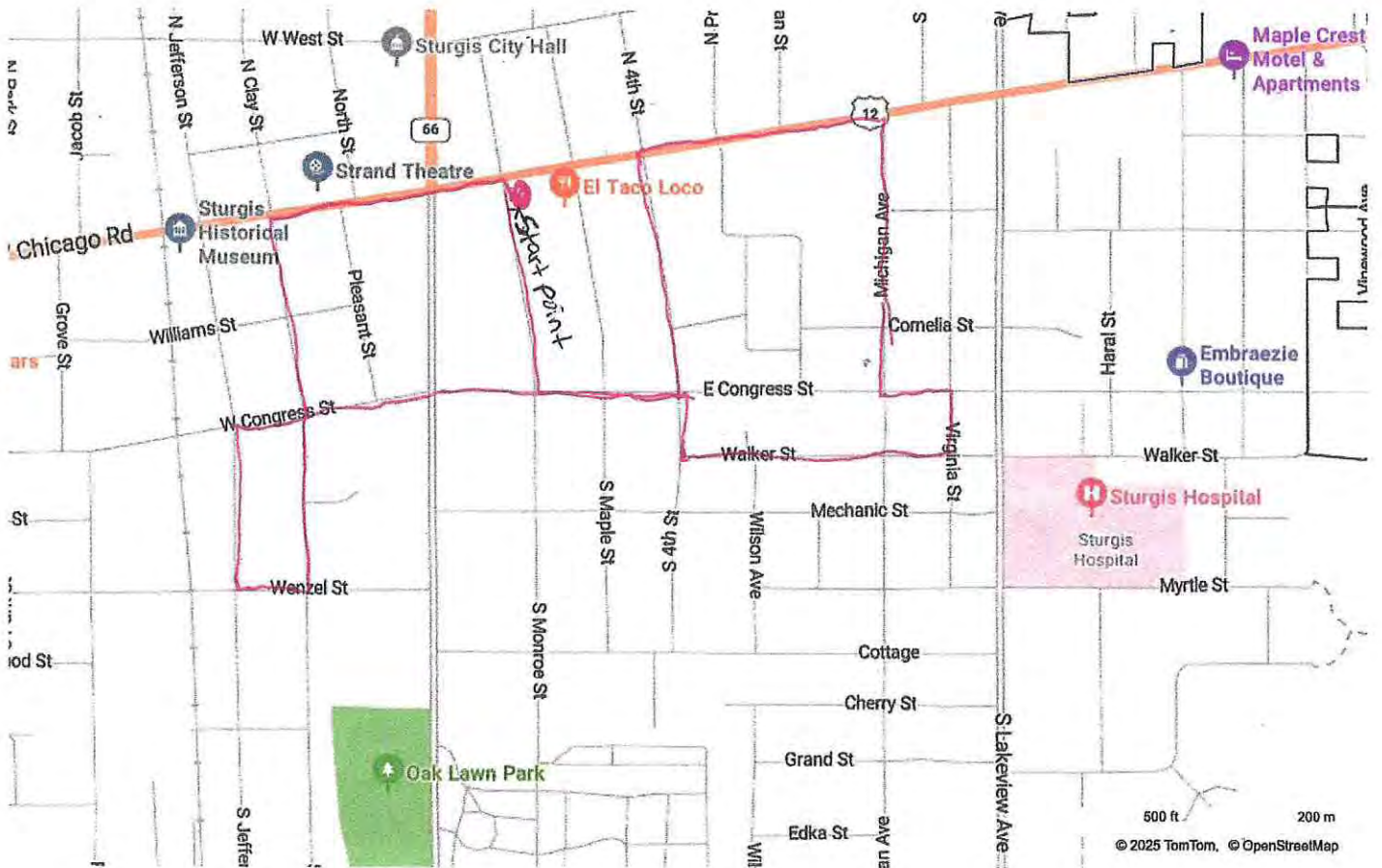
Sturgis, MI, 49091

Country: United States

County: St. Joseph

Elevation: 915 ft (279 m)

Starting at Free Church  
Park down S Monroe St  
to E Congress & S 4th St.  
~~Q2120~~





**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10C**



## 2022 Sturgis Fest Requests List

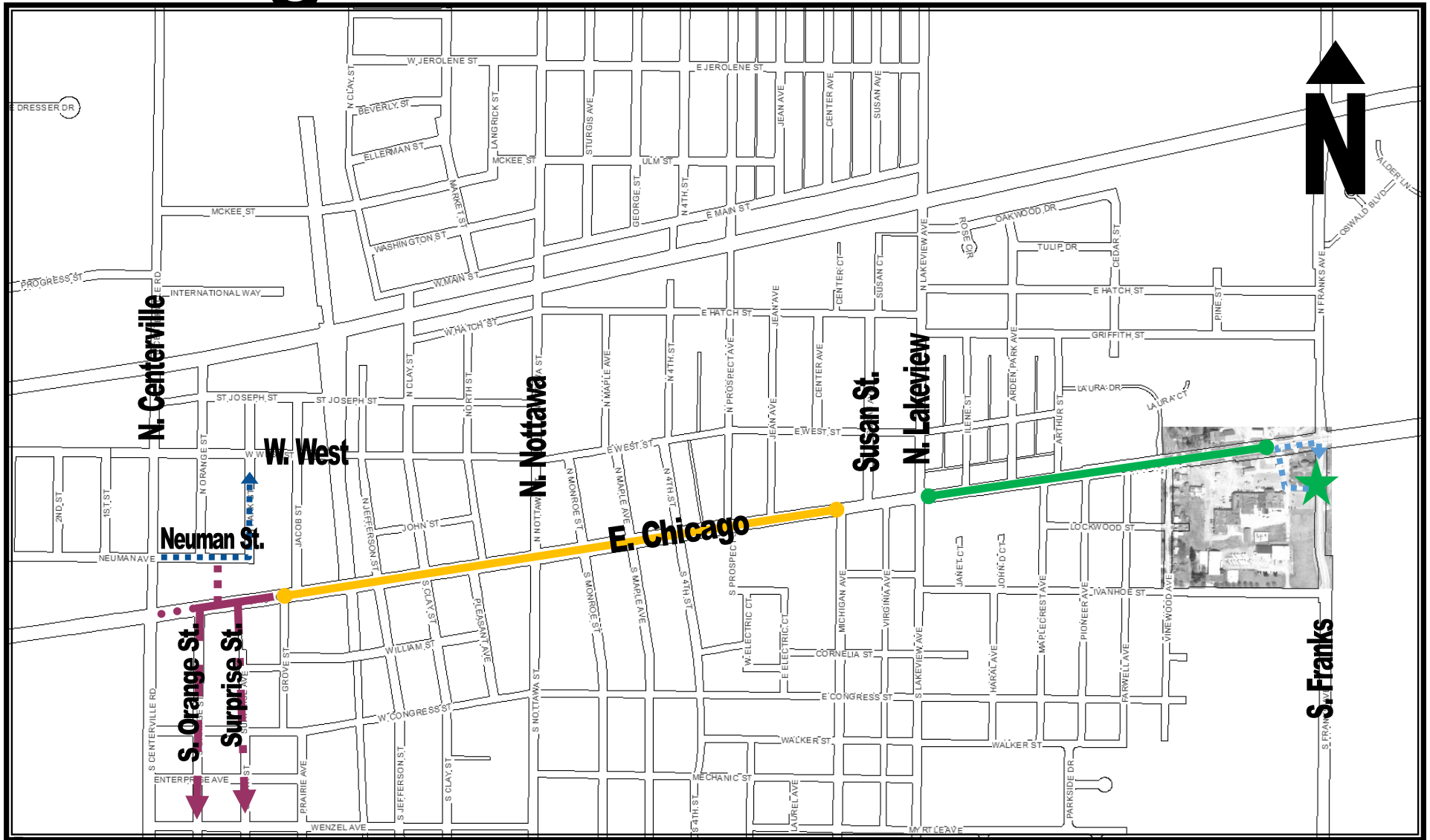
|   |  |                    |                    | Staff Support |        |      | Utilities |          | Materials |         |               |               |   |
|---|--|--------------------|--------------------|---------------|--------|------|-----------|----------|-----------|---------|---------------|---------------|---|
| Event   | Request Details  | Request Time       | Event Time         | DPS           | Police | Fire | Water     | Electric | Barric.   | Fencing | Trash Barrels | Picnic Tables |   |
| Saturday, June 15th                               |  |                    |                    |               |        |      |           |          |           |         |               |               |   |
| Dave Locey Tri                                    | Separately Approved  |                    | 9:00 am            | X             |        |      |           |          |           |         |               |               |   |
| Tuesday, June 18th                                |  |                    |                    |               |        |      |           |          |           |         |               |               |   |
| Kickoff Dinner                                    | Commissioners/Staff Attendance   |                    | 5:00 pm - 8:00 pm  |               |        |      |           |          |           |         |               |               |   |
| Wednesday, June 19th                              |  |                    |                    |               |        |      |           |          |           |         |               |               |   |
| Kids Carnival/Outdoor Movie                       | Sturgis High School; use of barricades to close enterances to parking lot            | 3:00 pm - 10:00 pm | 4:00 pm - 10:00 pm | X             |        |      |           |          | X         |         |               |               |   |
| Biscuits game                                     | FD with flag   |                    | 6:00 pm - 8:00 pm  |               |        | X    |           |          |           |         |               |               | Checking to see if needed/possible; Game at Sturgis HS                      |
| Gran Baile  | Free Church Park; Food Truck   | 4:00 pm - 10:00 pm | 6:00 pm - 9:00 pm  | X             |        |      |           | X        | X         | X       | 6             |               | Snow Fencing for treeline and south, Black & Metal fencing for rest         |
|   |  |                    |                    | Staff Support |        |      | Utilities |          | Materials |         |               |               |   |
| Event   | Request Details  | Request Time       | Event Time         | DPS           | Police | Fire | Water     | Electric | Barric.   | Fencing | Trash Barrels | Picnic Tables |   |
| Thursday, June 20th                               |  |                    |                    |               |        |      |           |          |           |         |               |               |   |
| Sidewalk Sales / Vendors                          | Use of downtown sidewalks for 3rd party vendors                                      | noon - 9:00 pm     | noon - 9:00 pm     |               |        |      |           |          |           |         |               |               | If operating when US-12 open, need 60 in. (5 ft.) of clearance for sidewalk |
| Bike Night  | Road Closure US-12 from east of RR Tracks to Maple St.                               | 3:00 pm - midnight | 5:00 pm - 10:00 pm | X             | X      |      |           |          | X         |         |               |               |   |
|   | No Thru Traffic N. Nottawa from West to US-12  | 3:00 pm - midnight |                    | X             |        |      |           |          | X         |         |               |               |   |
|   | Temporary No Parking on US-12 from Jefferson to Monroe                               | 2:00 pm - midnight |                    |               | X      |      |           |          |           |         |               |               |   |
|   | Temporary No Parking on one side of Maple St. from West to Congress                  | 2:00 pm - midnight |                    |               | X      |      |           |          |           |         |               |               |   |
|   | Set Up of Bike entrance directional signage in terrace                               | 3:00 pm - midnight |                    | X             |        |      |           |          |           |         |               |               |   |
| Use of Pleasant St. (Food Vendors)                | Road Closure Pleasant St. from US-12 to Parking Lot                                  | 3:00 pm - Saturday | 5:00 pm - 10:00 pm | X             |        |      | X         | X        | X         |         | 4             | 2             |   |
| Use of North Street (Food Vendors)                | Road Closure North St. from US-12 to Main Parking Lot; closure of small parking area | 3:00 pm - midnight | 5:00 pm - 10:00 pm | X             | X      |      | X         | X        |           | X       | 6             | 7             |   |
| Use of Free Church Park (Beer Garden, Band, etc.) |  | 3:00 pm - midnight | 5:00 pm - 10:00 pm | X             | X      |      |           | X        |           | X       | 10            | 5             | Band ends at 9:30   |
| Use of Arkwrights                                 | Cooling station and activities   | 3:00 pm - midnight | 5:00 pm - 10:00 pm |               |        |      |           |          |           |         | 2             |               | Public Safety EMS Trailer   |

## 2022 Sturgis Fest Requests List

|                                    |  |   |                    | Staff Support      |        |      | Utilities |                   | Materials |         |                  |               |   |
|------------------------------------|--|---|--------------------|--------------------|--------|------|-----------|-------------------|-----------|---------|------------------|---------------|---|
| Event                              | Request Details  | Request Time  | Event Time         | DPS                | Police | Fire | Water     | Electric          | Barric.   | Fencing | Trash Barrels    | Picnic Tables |   |
| Friday, June 21st                  |  |   |                    |                    |        |      |           |                   |           |         |                  |               |   |
| Sidewalk Sales / Vendors           | Use of downtown sidewalks for 3rd party vendors                          | noon - 8:00 pm  | noon - 8:00 pm     |                    |        |      |           |                   |           |         |                  |               | If operating when US-12 open, need 60 in. (5 ft.) of clearance for sidewalk |
| Car Show                           | Road Closure US-12 from east of RR Tracks to Maple St.                   | 3:00 pm - midnight  | 4:00 pm - 8:30 pm  | X                  | X      |      |           |                   | X         |         |                  |               |   |
|                                    | No Thru Traffic N. Nottawa from West to US-12                            | 3:00 pm - midnight  |                    | X                  |        |      |           |                   | X         |         |                  |               |   |
|                                    | Temporary No Parking on US-12 from Jefferson to Monroe                   | 2:00 pm - 8:30 pm   |                    |                    | X      |      |           | 2:00 pm - 8:30 pm |           |         |                  |               |   |
|                                    | Temporary No Parking on one side of Maple St. from West to Congress      | 2:00 pm - 8:30 pm   |                    |                    | X      |      |           |                   |           |         |                  |               |   |
|                                    | Set Up of Car Show entrance directional signage in terrace               | 3:00 pm - midnight  |                    | X                  |        |      |           |                   |           |         |                  |               |   |
|                                    | Parade   | Road Closure US-12 from Franks Ave. to Maple Street, RR Tracks to Centerville | 7:30 pm - midnight | 9:30 pm - 11:00 pm | X      | X    | X         |                   |           | X       | X                |               |   |
|                                    | Temporary "No Parking" on Neuman St. from N. Centerville to N. Park St   | 3:00 pm - midnight  |                    |                    |        |      |           |                   |           |         |                  |               |   |
|                                    | Temporary "No Parking" on S. Orange St. from Chicago Rd. to Congress St. | 3:00 pm - midnight  |                    |                    |        |      |           |                   |           |         |                  |               |   |
|                                    | Temporary "No Parking" on Surprise St. From Chicago Rd. to Congress St.  | 3:00 pm - midnight  |                    |                    |        |      |           |                   |           |         |                  |               |   |
|                                    | Commissioner Participation   |   | 8:00 pm - 11:00 pm |                    |        |      |           |                   |           |         |                  |               |   |
| Use of Pleasant St. (Food Vendors) | Road Closure Pleasant St. from US-12 to Parking Lot                      | All Day   | 4:00 pm - 11:00 pm |                    |        |      | X         | X                 | X         |         | Leave from Thurs |               |   |
| Use of North St. (Food Vendors)    | Road Closure North St. from US-12 to Parking Lot                         | 2:00 pm - midnight  | 4:00 pm - midnight |                    | X      |      |           | X                 | X         |         | Leave from Thurs |               |   |
| Free Church Park                   | Hispanic Heritage Festival   | 2:00 pm - midnight  | 4:00 pm - 8:30 pm  |                    |        |      |           |                   |           |         | Leave from Thurs |               | Music, food, etc.; stage Parks Truck for trash @ Journal building lot       |
| Use of Arkwright's                 |  | 2:00 pm - midnight  | 4:00 pm - 11:00 pm |                    |        |      |           | X                 |           |         |                  |               |   |
| Use of 401 W. Chicago              |  | 3:00 pm - midnight  | 4:00 pm - midnight |                    |        |      |           |                   |           |         |                  |               |   |

|                     |                                     |                     |            | Staff Support |        |      | Utilities |          | Materials |         |               |   |
|---------------------|-------------------------------------|---------------------|------------|---------------|--------|------|-----------|----------|-----------|---------|---------------|---|
| Event               | Request Details                     | Request Time        | Event Time | DPS           | Police | Fire | Water     | Electric | Barric.   | Fencing | Trash Barrels | Picnic Tables   |
| Saturday, June 22nd |                                     |                     |            |               |        |      |           |          |           |         |               |   |
| Fireworks           | Airport, Closure of Lafayette, etc. | 8:00 pm to 11:00 pm | ~10:00 pm  | X             | X      |      |           |          | X         |         |               | <div>- Grabber cones for north side of Lafayette from Broadus to dead end<br/>- Barricade at entrance to Abbott well north of airport<br/>- Contact Heartland regarding fireworks and securing site</div> |

# Sturgis Fest Parade Route 2025



Participant / Drop Off Entrance



Drop Off Route



Staging Area



Parade Route



De-Staging 1



De-Staging 2



De-Staging 3



De-Staging 4



Pick-Up

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10D**









**AMENDMENT NO. 07**

**TO THE**

**PROFESSIONAL SERVICES AGREEMENT**

**FLEIS & VANDENBRINK ENGINEERING, INC.**  
2960 Lucerne Drive SE, Grand Rapids, MI 49546  
(616) 977-1000 fax (616) 977-1005

The Professional Services Agreement ("PSA") entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and **City of Sturgis**, whose address is **130 N. Nottawa, Sturgis, Michigan 49091**, ("Owner") dated November 11, 2024 including previous amendments, if applicable, is hereby amended.

**DESCRIPTION OF PROJECT AND SCOPE OF SERVICES:** The description of the Project ("Project") and the scope of services ("Services") provided under the PSA are amended as follows;

**2025 Street Resurfacing Design and Bidding Services**

**AGREEMENT DOCUMENTS:** The following additional obligations are hereby included in the Agreement Documents, and are incorporated herein by reference;

Engineer's letter dated May 6, 2025

**COMPENSATION OF ENGINEER:**

The services to be provided under this Amendment shall be a Lump Sum Fee of **\$70,900**

**TERMS AND CONDITIONS:** The Terms and Conditions of the PSA and amendments to date shall apply to all work performed by Engineer.


**ELECTRONIC/FACSIMILE SIGNATURES.** The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Amendment to the PSA. To be valid, this Amendment must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

**OWNER**  
**CITY OF STURGIS**

By: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_

**ENGINEER**  
**FLEIS & VANDENBRINK ENGINEERING, INC.**

By:  \_\_\_\_\_ 5-6-2025  
\_\_\_\_\_  
Title: Regional Manager

**DESIGNATED REPRESENTATIVE FOR AMENDMENT:**

By: Barry Cox, PE  
\_\_\_\_\_  
Title: City Engineer  
Date: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE FOR AMENDMENT:**

By: Matt Johnson, PE  
\_\_\_\_\_  
Title: Project Manager  
Date: 5-6-2025

Sturgis Purchase Order No.: \_\_\_\_\_

F&V Vendor No.: 00776



May 6, 2025

Via [bcox@sturgismi.gov](mailto:bcox@sturgismi.gov)

Barry Cox, City Engineer, PE  
130 N. Nottawa  
Sturgis, MI, 49091

**RE: MSA Amendment No. 7 – 2025 Street Resurfacing Design and Bidding Services.**

Dear Barry:

We appreciate the opportunity to submit this proposal for Professional Services related to the City's 2025 Street Resurfacing project. The following is a summary of our understanding of the project, as well as a proposed Scope of Services, Schedule, and Budget for the project.

## STATEMENT OF UNDERSTANDING

The City of Sturgis is planning to resurface streets throughout the City as part of its street resurfacing program. The City provided a list of projects with detailed descriptions to F&V. The project plans will be full size (24"x36") and a combination of plan and profile, plan sheet, and log style descriptions. Intersection details will be drafted showing the sidewalk ramps and curb and gutter improvements. No storm sewer improvements have been identified. The following is a summary of the proposed limits and type of construction plan.

### Plan and Profile Streets:

Market Street – Washington to McKee

### Plan Sheets:

S. Nottawa – South Street to Hawthorne (south side of intersection)

Fawn River – RR tracks to N. Centerville Road Strip

Prairie Avenue – W. Congress to Wenzel Strip

### Log Style Sheets:

Market Street – McKee to W. Jerolene

Market Street – W. Jerolene to W. Lafayette

N. Clay – John to McKee

Washington – N. Nottawa to N. Clay

N. Prospect – E. Main to E. Lafayette

Grove – US-12 to W. Congress

Mortimer – Wilson to S. Lakeview

W. Electric – N. Electric to S. Electric

S. Electric – W. Electric to E. Electric

S. Electric – W. Electric to E. Electric

Cornelia – S. Fourth to W. Electric

Separate maintaining traffic sheets will be created for the Plan (and Profile) sheets. Maintaining traffic will be included in the log style sheets.

Additionally, the following sheets will be needed for the project.

- Cross Sections
- Notes and Details
- Intersection Details

The following sheets are not needed, and the information will be included in other sheets:

- Existing Conditions
- Removals
- Pavement Markings
- Permanent Signage

## SCOPE OF WORK

F&V proposes to provide the following Design and Bidding Phase Services for the 2025 Street Rehabilitation Project.

- Preliminary Engineering:
  - Complete a concept level opinion of estimated cost and budget for City review.
  - Adjust the proposed projects based on the proposed budgets and available City budgets.
  - Complete topographic survey of Plan and Profile Streets, Plan Sheets, and intersections where sidewalk ramps replacement is proposed.
  - Utilities will be identified using the American Society of Professional Engineers (ASCE) Standard 38-22, Quality Level D.
  - Complete up to two (2) site visits with City staff to finalize project limits and structure adjustments.
  - Complete plan specifications and a project manual.
  - Submit 30% and 80% plans to the City for review. Receive comments via email on the plans.
- Final Engineering:
  - Incorporate City comments into a 95% complete package for City review.
  - Incorporate 95% review comments into a final package for City Bidding.
- Bidding Phase:
  - Prepare the advertisement for bids and prepare bid documents.
  - Prepare addenda to clarify scope or answer bidder questions, as necessary.
  - Attend bid opening with City staff to receive bids for tabulation and evaluation.
  - Present the bids to City for Award.

The project will be designed for Fleis and Vandenbrink to perform construction administration of the project. A master services agreement will be presented to the City once final construction scope and schedule are determined.

## SCHEDULE

The Following schedule is proposed for the Project.

| Phase / Task       | Date            |
|--------------------|-----------------|
| Submit 30% Plans   | May 30, 2025    |
| Submit 60% Plans   | June 9, 2025    |
| Submit 95% Plans   | July 7, 2025    |
| Advertise for Bids | July 21, 2025   |
| Open Bids          | August 18, 2025 |

## PROFESSIONAL FEE

We propose to provide the Scope of Services outlined above for a Lump Sum fee of \$70,900.

If the City concurs with our project understanding, scope of services, and budget, authorization can be given to begin work by signing and returning the attached Amendment No. 7 to the Professional Services Agreement entered between the City and F&V, executed on August 29, 2024.

We look forward to working with you on this important assignment. Please call if you have any questions.

Sincerely,

**FLEIS & VANDENBRINK**



5-6-2025

Matt Johnson, P.E.  
Regional Manager



**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10E**



## Bid Tab - 69 kV Breaker Bid

| <b>Vendor</b>            | <b>4/28/2025 4:00pm</b> | <b>Bid Amount</b> |
|--------------------------|-------------------------|-------------------|
| Verhill Associates       | 114 Week Lead Time      | \$137,600         |
| CSI                      | 110 Week Lead Time      | \$102,215         |
| Elus                     |                         | No Bid            |
| Integrated Power Systems | 80 Week Lead Time       | \$329,400         |

# HV Circuit Breaker

## Proposal 25114CM-K-1



April 24, 2025

City of Sturgis

Q#20633

SF252380642

**Presented by:**  
Ben Kendrick  
Applications Engineer HVCB  
(601) 668 - 2428  
[Benjamin.kendrick@siemens-energy.com](mailto:Benjamin.kendrick@siemens-energy.com)

Siemens Energy, Inc.  
444 Hwy 49 South  
Richland, MS 39218



Dear Customer:

Siemens Energy, Inc. would like to sincerely thank you for the opportunity to provide a proposal to you from our Jackson, MS, USA facility. The SPS2 Gas Circuit Breaker and CPV2 Circuit Switcher product lines have proven to be a successful global product offering. Since the introduction of the SPS2/3AP family in 1997 we have shipped over 50,000 units from our Jackson-MS factory and over 150,000 units globally. Our portfolio of products produced in our facility includes:

SPS2(S) dead tank portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 4000 A, 50/63/80kA
- 245 kV, 1200 - 4000 A, 40/50/63/80/90 kA
- 362 kV, 1200 - 5000 A, 63/80 kA
- 550 kV, 2000 - 5000A, 63 kA

CPV2S/3AP2 live tank portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 245 kV, 1200 - 3000 A, 40 kA
- 362 kV, 1200 - 4000 A, 63 kA
- 550 kV, 1200 - 4000 A, 63 kA
- 800 kV, 1200 - 4000 A, 63 kA

- No TRV capacitors are required to achieve full kA rating for typical applications!
- Tested in accordance with C37.06.1 High rate of rise for TRV

The major components of these products are standardized across our complete product offering including dead tank breakers, circuit switchers (Siemens Energy switchers are live tank breakers) and GIS. The commonality of parts across all voltage ranges enables customers to reduce cost, minimize spare parts inventory and provides a common platform for product training. The SPS2 and CPV2 families use state of the art "self-extinguishing principal" interrupters in all ratings. The FA-2 spring-spring mechanism is used for 15.5 kV to 170 kV, 40 kA units; the FA-4/5 spring-spring mechanism is used for 121kV to 245kV-3 cycle, 63kA units; and the FA-5 spring-spring mechanism is used for 245kV-2 cycle, 362KV, and 550kV.

Siemens Energy prides itself in providing the highest quality breakers in the industry while maintaining flexibility to customize each unit to meet each customer's unique needs. Some examples of our premium design include: all roller or ball bearings, all sealed bearings, no lubrication needed in the field, no adjustments required in the field. Our breakers and circuit switchers have proven to be easier to put into service, require less maintenance and have a lower total ownership cost over their lifetime than our competition. **All Siemens Energy breakers have a 12-year inspection / 25-year maintenance cycle, minimizing your total cost of ownership! No adjustments or maintenance are required for life of the unit.**

Again, we thank you for the opportunity to provide this proposal and look forward to any feedback or questions which you may have while reviewing our proposal.

Sincerely,

Ben Kendrick  
Applications Engineer  
HV Circuit Breaker

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

## Why A Siemens Energy Circuit Breaker / Switcher?

| Siemens Energy Offering   | Customer Value   |
|---|--|
| Patented high-tech self-compression interrupter with FA operating mechanism   | Reliability with Industry-leading mean time failure (MTBF) of 5,000+ years                                   |
| Standardized platform concept for interrupter and drives  | Less inventories of breaker or spares due to very short lead time for replacement parts from factory         |
| Spring-Spring mechanism drive - No maintenance or lubrication required for the operational lifetime of product  | Saving of approx. \$5-10K depending on rating for no maintenance or replacement of mechanism                 |
| 63 kA fault duty breakers for all voltage classes 69 thru 550 kV – No external capacitance requirement for full 63 kA fault duty  | Saving of approx. \$25-50K not installing external capacitors  |
| Similar installation footprints of all 72.5, 145 and 245 kV; 63 kA gang and Independent Pole Operator (IPO) breakers  | Saving of approx. \$10,000 for installation pad extension for future IPO breakers use                        |
| 170/80kA gang breaker without any external capacitance for both SLF and TF exposure   | Saving of approx. \$25-50K not installing external capacitors  |
| Control cabinet orientation same as oil breaker   | Can use same wireway when replacing oil breaker resulting is savings of approx. \$5K                         |
| All ratings C2, M2 and E2 mechanical and electrical endurance tested  | Long life of 30+ years and 10,000 operations   |
| SPS2 550 kV dead tank breaker with double break interruption design   | Customers can accommodate higher X/R up to 35 (IEEE standard is 17) especially close to generation locations |
| Circuit Switcher (CPV2S) up to 245 kV are tested with more stringent breaker standard and subjected to breaker production tests including power frequency test on each circuit switcher   | Provide extra reliability to customers with reclosing capability within 3 cycle                              |
| As part of Siemens Energy Inc.'s ongoing sustainability efforts, recycled materials such as steel, aluminum and SF6 gas will be employed where possible. These materials will have the same quality and performance standards as virgin grades. | Reduction of pollution and global warming components released into the atmosphere                            |

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

# Proposal

Siemens Energy, Inc. agrees to sell to Purchaser and Purchaser agrees to purchase from Company the goods described below. All pricing is in USD.

## When issuing a PO to Siemens Energy for a circuit breaker:

- Ensure proposal is still valid
- Issue purchase order to Siemens Energy Inc.
- Ensure all required documents are provided with PO (examples include but not limited to; W9 that matches bill to party, tax exemptions forms, etc)
- Proposal number referenced on PO.
- Payment terms are referenced on PO and match what is quoted on the proposal.
- If an order acknowledgement is not received within 6 weeks of issuing purchase order, please reach out to your sales contact or factory contact.

*Changes in applicable laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards or the imposition of new laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards after the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided) will be treated as changes to the scope of work and Agreement, and SEI will be entitled to an adjustment to the Agreement price and schedule to the extent SEI's cost or time to perform or deliver any Equipment or Services are impacted. This adjustment will be applicable to all agreements and open purchase orders (not delivered).*

| Item X |                          | Qty | Product                | Price        | Ext Total    |
|--------|--------------------------|-----|------------------------|--------------|--------------|
|        | Gas Circuit Breaker (DT) | 1   | SPS2-72.5-40-1200-3PST | \$102,215.00 | \$102,215.00 |

### Description:

- 69kV nominal voltage
- 40kA maximum symmetrical interrupting capability
- 3000A maximum continuous current
- Capable of -40°C operation without tank heaters
- 73 inch creep porcelain bushings rated 350kV BIL @ 3300 feet ASL
- 3-cycle, 60Hz, spring-spring operated
- Gang Operation, Frame mounted outdoor Circuit Breaker
- Bushing Current Transformers (total 12 BCT's):
  - Bushings 1-3-5: (9) 1200:5 MR C400 relay accuracy, RF 2.0
  - Bushings 2-4-6: (3) 1200:5 MR C400 relay accuracy, RF 2.0

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Below mentioned optional parts / services can also be purchased with circuit breaker, please indicate as separate line item in purchase order:

**Item A: Spare Parts for Circuit Breaker**

| Qty. | DESCRIPTION              | NET UNIT PRICE |
|------|--------------------------|----------------|
| 1    | Y-Relay                  | \$650.00       |
| 1    | Close Coil               | \$550.00       |
| 1    | Trip Coil                | \$550.00       |
| 1    | Charging Motor           | \$1,200.00     |
| 1    | Porcelain Bushing (72kV) | \$1,350.00     |

**NOTE:** Above spare parts prices are only valid with the purchase of the Circuit Breaker requested.

**Item B: Factory Acceptance Testing (Not included in breaker price)**

Should the customer request witness testing, Siemens Energy can accommodate the witness testing by customer only on one of each rating of the purchased breakers for one day. Price for witness testing is \$5,500 per day. Siemens Energy is not responsible for the travel or other expenses. Please provide this request in the PO and Siemens will provide the tentative schedule for the test.

Please note that due to high market demand and capacity constraints of test rooms, Siemens Energy is unable to accommodate FAT requests until further notice. A physical inspection of breaker at time of shipment is possible with factory PM coordination.

**Item C: Technical Field Assistance (Not included in breaker price)**

Siemens Energy Field Service can also support to assist with the breaker installation and or commissioning services at site, below is the contact for Service requirements/offers:

Jerry Clark  
Siemens Energy, Inc.  
Transmission Services  
Cell: +1 (601) 813-7405  
jerry.clark@siemens-energy.com

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**No sales or users tax is included in our prices.**

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

## Clarifications/Exceptions

**Siemens Energy circuit breakers are designed and tested according to applicable sections of ANSI/IEEE C37 standard and are not guaranteed to conform to other standards included by reference only.**

All Siemens Energy breaker products are type tested or certified according to ANSI/IEEE applicable standards except CPV2 170 & 245 kV / SPS2S-170-40-3000 breakers are not tested to IEEE 693 High Seismic Qualifications

Below are Siemens Energy, Inc. comments and clarifications/exceptions

| # | Customer Spec. / Terms Ref. number | Comments/Clarification/Exception  |
|---|------------------------------------|---|
| 1 | Terms & Conditions                 | Siemens Energy standard terms and conditions will apply to sale.                                      |
| 2 | Drawings                           | Siemens Energy standard approval drawing package will be provided per the timeline provided in quote. |

**Note:-**

Due to global supply chain issues and subject to material/parts availability at time of manufacturing, Siemens Energy can use substitute parts/components per below table with intention to deliver the order/breaker on time. All substitute parts/components will be fit, form and functionally compliant with original proposed part. In case of drawing change requirement, SE will provide revised drawing(s) with breaker and sending to customer contact person.

| Generic Component / part Name           | Detail / Functional purpose   | Substitute options subject to availability of parts/components                                  |           |         |        |
|---|-------------------------------|---|-----------|---------|--------|
| Bushing Current Transformers (CTs)      | Metering and relay CTs        | Meramec   | Ameran    | Narayan | FALCO  |
| Terminal Blocks-1                       | power terminal                | Marathon  | Phoenix   | GE      | States |
| Terminal Blocks -2                      | CT testing                    | Marathon  | Phoenix   | GE      | States |
| Terminal Blocks-3                       | Control                       | Marathon  | Phoenix   | GE      | States |
| SEL Relays / Breaker monitoring devices | all types / customer specific | No other option available, need to short-ship if breaker is required on scheduled delivery date |           |         |        |
| Density Switch                          | SF6 gas pressure monitoring   | Solon   | Trafag    |         |        |
| Relays-1                                | for controls                  | Square D  | Siemens   | ABB     |        |
| Relays-2                                | for timing                    | Agastat   | Signaline |         |        |

**Disclaimer on Global Supply Chain Network:**

To meet quoted lead time and pricing, Siemens Energy will be utilizing its global supply chain network of feeder factories located in Mexico, Brazil, China, India, etc. to use major components like interrupter unit, mechanism, cabinets etc.

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

**Customer drawing approval:**

- Customer drawings for approval are in accordance with applicable standards and customer specification for breaker if provided. Any additional mark up and requirement at approval stage will be subjected to price and delivery changes
- Customer approval process is required to be completed within 2 weeks after first submittal to maintain the committed delivery date in order acknowledgement ARO.

**Standard Document Submittals:**

All electronic drawings will be in AutoCAD or pdf format transmitted via email. Siemens Energy standard final submittal documents are, all other documents will be reviewed and charged separately:

- Breaker outline
- Bushing outline
- Nameplate breaker
- Nameplate operator
- Nameplate BCT
- CT curves
- BCT diagram
- Control diagrams
- Gas Schematic
- Production test report
- Instruction book

**Instruction Books:**

Siemens Energy standard instruction books will be provided – instruction books, test reports and drawings are separate documents.

**Shipping:**

Circuit breakers to be fully assembled, tested, and shipped except for the frame legs. Legs and mounting hardware are shipped with breaker as loose parts. Breakers are shipped with positive SF6 gas pressure, gas bottles for filling breaker to operating pressure are shipped loose if required.

**Bonds/Guarantees:**

Siemens Energy will not issue any type of bonds, corporate guarantees, bank guarantees, etc. for High Voltage Circuit Breakers.

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**Control and Operator Power Requirements:**

|                                     |                   |
|-------------------------------------|-------------------|
| Control supply voltage:             | 125 VDC           |
| Spring charge motor supply voltage: | 120 VAC / 125 VDC |
| Accessory supply voltage:           | 120 VAC           |
| Heater supply voltage:              | 240 VAC           |

**Standard components/accessories included:**

- One close coil
- Dual trip coils
- Local/remote selector switch
- LED position indicator lights
- GFI outlet inside control cabinet
- Cabinet light with Switch
- Wire markers on CT wiring (printed on wire)
- Breaker frame mounted temperature compensated density switch and gauge
- Anodized aluminum nameplates according to IEEE/ANSI standards
- #14 AWG Type SIS control wiring
- #10 AWG Type AMW-TEW CT wiring
- NEMA type 3R control cabinet painted ANSI 70 grey
- Galvanized frame and leg assemblies
- Standard installation toolkit included
- SF6 fill gas included
- 1 Set of electronic AutoCAD approval drawings
- 1 Set of electronic AutoCAD certified drawings and 1 set shipped in breaker
- 1 Instruction book in PDF format and 1 Instruction book shipped in breaker

**Customer specific components/accessories included:**

- Fused knife switches
- Molded case air circuit breakers
- Close and trip push buttons
- Spring discharge alarm
- Throw-over scheme on charging motor
- External manual trip device
- Thermostatically controlled cabinet heaters
- Stainless steel nameplates
- #4-500 MCM grounding terminals on frame
- Loss of voltage relays
- Auxiliary switches for customer use
- NEMA 4-hole un-plated aluminum terminals

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# Commercial Terms

**TERMS OF PAYMENT:** All invoices should be paid Net 30 days (subject to credit approval)

**DRAWING LEAD TIME:**

| Drawings  | Lead Time                  |
|---|----------------------------|
| Approval drawings (if req'd) will be transmitted:                                   | 8 months prior to delivery |
| Failure to approve drawings within two (2) weeks after submittal may delay shipment |                            |

**SHIPPING LEAD TIME:** Typical current lead times are given in below table, however, to be confirmed at time of order and subject to drawing approvals:

| Breaker Rating           | Lead Time       |
|--------------------------|-----------------|
| 72.5kV – 40 kA Dead Tank | 100 – 110 weeks |

**DELIVERY TERMS:** Freight is included in the quoted price for shipments within the contiguous 48 United States. Additional shipping charges may apply if conditions do not permit Seller to utilize its standard delivery methods to the requested delivery destination.

**WARRANTY:** The warranty period covers the equipment for twelve (12) months after being placed in service or eighteen (18) months after shipment, whichever expires first.

**Bid Validity** 90 days from offer submittal date

**CONDITIONS:** This proposal is quoted using Siemens Energy Standard Terms and Conditions of Sale for Products. Siemens Energy hereby takes exception to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Acceptance of additional or different terms must be specifically agreed to in writing by Siemens Energy.

See attached ("Siemens Energy Standard Terms and Conditions of Sale")



## **Supplementary standard terms and conditions for Siemens Energy Grid Transmission Products Effective October 1<sup>st</sup>, 2023**

### **Cancellation Policy**

Cancellation of equipment for High Voltage circuit breakers will be subject to cancellation charges based on the following policies: (all percentages refer to contract price):

| <b><u>Cancellation Schedule</u></b>                                  | <b><u>Percentage</u></b>                     |
|--|--|
| After receipt of order, but before approval drawings submission      | 30%  |
| After submission of approval drawings, but before production release | 40% + Cost of any special & customized parts |
| After release to manufacturing, but before shipment                  | 75%  |
| Scheduled to ship in less than thirty (30) days are non-cancellable  | 100%   |

### **Termination as Consequence of Force Majeure**

If circumstances of Force Majeure have occurred and shall continue for a period of 182 days then, either Party shall be entitled after written notice to the other party to serve upon the other 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure continued, the Contract shall terminate. Regarding the part of the work scope not yet delivered, Siemens Energy shall be entitled to reimbursement from the Customer of its unavoidable costs related to such termination.

### **Hardship Clause**

If the economic conditions or geopolitical developments that may affect this Agreement, and such frame parameters should substantially change after conclusion of the contract, thereby causing a material hardship to Siemens Energy, Siemens Energy shall be entitled to demand adjustments to the conditions of the Agreement. Siemens Energy shall notify the Seller of the grounds of such hardship and its intention to negotiate an adjustment of the conditions in writing. The Parties shall commit in good faith to negotiate and agree on such an adjustment within four weeks after Siemens Energy's notification. If the parties fail to agree on such an adjustment within such period, Siemens Energy shall be entitled to terminate the Agreement with immediate effect.

### **Liquidated damages for Delays**

If required by purchase order, Supplier agrees that it shall pay liquidated damages for failure to deliver the Goods. Beginning on the thirty first (31<sup>st</sup>) calendar day after the acknowledged delivery date by supplier and continuing until delivery of the equipment is completed, whichever is earlier, delay liquidated damages will be assessed at the rate of one half of one percent (0.5%) of the late delivery line item of equipment's price in the Purchase Order per full calendar week. The maximum cap on liquidated damages under this Article is five percent (5%) of the Purchase Order item Price that was delayed. Supplier shall pay such liquidated damages as a reasonable compensation to purchaser against documentation for delay damages and not as a penalty.

UNLESS OTHERWISE AGREED BY THE PARTIES EXPRESSLY IN THE AGREEMENT, THE REMEDIES OF PURCHASER SET FORTH ABOVE AND/OR IN THE SEI PROPOSAL FOR DELAY IN SHIPMENT/DELIVERY OR COMPLETION OF SERVICES CAUSED BY SEI ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND NO OTHER REMEDIES OF ANY KIND WHATSOEVER SHALL APPLY.

### **Delays or Suspension by purchaser**

If shipments are delayed by Purchaser, affected payments shall become due based on the date SEI is prepared to make shipment. Suspension on purchase order work scope is not allowed after engineering work. Before engineering, maximum time of work suspension should not exceed 12 weeks and will be subjected to recalculate the delivery. All SEI expenses associated with any such suspension shall be for the account of Purchaser.

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### **Price Adjustment Policy**

If required, the applicable purchase and invoice price for each Product that is a High Voltage Circuit Breaker and is accepted by customer, shall be established using the following formula six (6) months or earlier before delivery of circuit breaker:

$$P1 = PO * \{(0.0375 * m) + (X1/XO)\}$$

Pursuant to the foregoing formula, the Base Price for each Product that is a High Voltage Circuit Breaker shall be adjusted based on the change in the Producer Price Index for switchgear and switchboard apparatus manufacturer, not seasonally adjusted (PCU3353133335313, found at bls.gov) six (6) months or earlier before delivery of circuit breakers.

|    |  |
|----|--|
| PO | Initial base price from proposal / PO  |
| P1 | Adjusted price six (6) months or earlier before delivery of circuit breaker(s) |
| m  | No. of completed year from date of Supplier's proposal.                        |
| X1 | Index value at time of price adjustment (whichever last month is published)    |
| XO | Index value at time of proposal month  |

### **Reservation Clause**

The Parties acknowledge that the outbreak of the military conflict and / or any events related thereto (the "Conflict") between Ukraine and Russia is likely to negatively affect usual business activities around the globe and / or the execution of the Contract in various ways, whether known, unknown, whether foreseeable or unforeseeable. Therefore, the Parties agree that the Contractor shall not be liable for any negative impact or impediment of its performance obligations under or in connection with this Contract arising or being aggravated in connection with the Conflict (the "Impact"). In particular, without limiting the generality of the foregoing, unmanageable and unforeseeable disruptions in the availability of critical materials (e.g. steel products almost exclusively produced in the region of the Conflict) and unpredictable price increases for certain materials, energy and transportation are already visible in the global markets. Therefore, the Contractor shall be entitled to an extension of time for execution and / or an adjustment of the contract price and / or other reasonable adjustments to the Contract to the extent required to mitigate and / or compensate the Impact. However, the Contractor shall remain obliged to exercise reasonable efforts to mitigate the Impact.

### **Export Compliance**

Offer validity is subject to compliance with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods provided under this agreement, including any export license requirements and a successful screening within DAMEX-E system.

### **Order Reassignments**

#### **Case – 1 (Reassignment Without PO Change)**

- Full quantity reassignment
- Advance payment is paid
- Drawings are submitted
- No change in original PO (full invoice will be paid by original issuer of PO)
- Tax liability and payment liability remain with original purchaser
- Assignee is affiliate company / project

#### **Solution / Process:**

1. One pager letter from the original buyer with detail of PO, new assignee, new shipping address and acknowledgment block for SEI
2. SEI will acknowledge the letter
3. No change of drawings
4. No impact on delivery time

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**Case – 2 (Full Reassignment Before Delivery)**

- Subject to credit approval
- Full quantity reassignment
- Advance payment is paid
- Drawings are submitted/not submitted
- Cancellation of original PO
- Assignee is a separate company / project

**Solution / Process:**

1. Subject to credit approval. Assignee W9 needs to be sent ASAP for credit check
2. Reassignment admin fee applies per contract - \$9,450 reassignment fee
3. Original buyer will issue cancellation
4. Sales for new customers to modify original SF.com opportunity with new PO and reassignment letter entered and change to order pending status for entry
5. Assignee will issue new PO + \$9,450 reassignment admin fee on separate line item
6. SEI will complete the order entry, contract review, production order creation processes
7. SEI will change the drawings
8. No impact on delivery time

**Case – 3 (Partial Reassignment Before Delivery)**

- Partial quantity reassignment
- Advance payment is paid
- Drawings are submitted/not submitted
- Change of PO by original buyer reducing quantity on original PO
- Assignee is a separate company

**Solution / Process:**

1. Assignee will provide purchase order, W9, and all other info needed for credit check and order entry
2. Once the assignee purchase order is entered, the original buyer will issue change order reducing quantity on original purchase order
3. One page letter from the original buyer with details of PO, new assignee, new shipping address and acknowledgment block for SEI
4. SEI will acknowledge the letter
5. SEI will issue a credit (to original buyer) of advance payment paid for the partial quantity or original buyer can provide approval to apply advance payment to new customer's order
6. Sales for new customer will create a new SF.com opportunity with new PO and reassignment letter entered
7. Reassignment letter and revised PO need to be uploaded into original SF.com opportunity by sales
8. SEI will update SF.com record for products and commercial fields
9. New PO from assignee with unit price + \$9,450 reassignment fee per reassignment occurrence
10. SEI will issue a new sales order
11. AEs will do the contract review checklist
12. SEI will change the drawings with new sales order, assignee PO # and name
13. Manufacturing will issue the new production order
14. No impact on delivery time

**This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.**

**These Terms and Conditions Govern  
the Sale of Equipment and Services**

The terms and conditions set forth in the SEI proposal and these terms and conditions govern the SEI proposal and any Agreement between the parties for the Equipment and/or Services covered by such proposal. Each proposal is valid for thirty (30) days from the date of the proposal unless extended or withdrawn in writing by SEI. The issuance of a Purchaser purchase order or any other reasonable manner of acceptance by Purchaser communicated to SEI during such validity period will form an Agreement based upon the terms and conditions of the SEI proposal and these terms and conditions. The following order of precedence shall prevail: (i) an integrated agreement, if any, signed by SEI and Purchaser; (ii) any change orders executed by the Parties; (iii) SEI proposal; (iv) these terms and conditions; (v) Purchaser's purchase order (as accepted by SEI and excluding those items noted in Article 1(b) below).

## 1. Definitions

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

- (a) "ACM" as used herein shall mean Asbestos and Presumed Asbestos Containing Materials.
- (b) "Agreement" means the SEI proposal, these terms and conditions, Purchaser's purchase order, as accepted by SEI, (excluding any preprinted terms and conditions on said purchase order and in any attachments to or Purchaser documents referenced in said purchase order) or other document evidencing acceptance of the SEI offer as set forth in the SEI proposal; or an integrated agreement signed by SEI and Purchaser; for the Equipment, and/or Services.
- (c) "Asbestos" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- (d) "Delivery" means delivery in accordance with the applicable delivery term stated in Article 5(a) below or, unless otherwise provided in the proposal.
- (e) "Equipment" means equipment, components, parts, materials and Software provided by SEI pursuant to the Agreement.
- (f) "Field Installation Services" means the installation by SEI of Purchaser's Material at the Site.
- (g) "Field Repair and Modernization Services" means the repair, modification or modernization work, or some or all of them, performed by SEI on Purchaser's Material at the Site and for certain activities at a repair facility selected by SEI.
- (h) "Hazardous Material" means any material listed in the "Hazardous Material Table" set forth in 49 CFR 172.101 as amended.
- (i) "Maintenance Services" means the disassembly, inspection and reassembly of Purchaser's Material at the Site.
- (j) "Nuclear Incident" shall have the meaning set forth in the Atomic Energy Act of 1954, 42 U.S.C. 2011, et seq., as amended.
- (k) "Party" means individually either SEI or Purchaser.
- (l) "Parties" means collectively both SEI and Purchaser.
- (m) "Presumed Asbestos Containing Material" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.

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- (n) “Purchaser” means the entity purchasing Equipment and/or Services, as well as any other owners of the facility where the Equipment or Purchaser’s Material is or will be situated.
- (o) “Purchaser’s Material” means the equipment, materials, components and items of any kind owned by Purchaser or any other owner of the Site for which Services are to be provided or are provided under the Agreement.
- (p) “Resultant Data” means data or information that is generated or derived from or a result of any modification, adaption, revision, translation, abridgement, condensation, compilation, evaluation, expansion or other recasting or processing of the Purchaser’s data.
- (q) “Services” means Shop Repair and Modernization Services, Field Installation Services, Field Repair and Modernization Services, Maintenance Services, Training Services and Technical Services; or some or all of them provided by SEI pursuant to the Agreement.
- (r) “Services on Third Party Parts” means Services in connection with Third Party Parts.
- (s) “Shop Repair and Modernization Services” means work performed by SEI on Purchaser’s Material at a SEI manufacturing plant, a SEI repair facility or another suitable facility selected by SEI.
- (t) “SEI” means Siemens Energy, Inc. or its affiliated companies and subsidiaries (including but not limited to Siemens Energy Demag Delaval Turbomachinery, Inc.) as set forth in the Agreement, and their respective successors and assigns, and each of their partners, principals, shareholders, directors, officers, employees, and agents.
- (u) “Site” means the Purchaser’s facility where the Equipment or Purchaser’s Material is or will be situated.
- (v) “Special Services” means the performance by a SEI field service representative of diagnostic and operational troubleshooting on Purchaser’s Material, both online and offline. This work may be conducted on Site or by telecommunication.
- (w) “Software” means instructions in machine readable form, other than source code, and associated documentation delivered by SEI to Purchaser in chip, disk and/or tape format.
- (x) “Subsupplier” means any subcontractor or supplier of any tier who supplies goods and services to SEI in connection with the obligations of SEI under the Agreement.
- (y) “Technical Field Advice” (sometimes referred to as Technical Field Assistance) means the advice and consultation given to Purchaser’s personnel by a field service representative of SEI with respect to:
  - a. installation, inspection, repair and/or maintenance activities performed by others at the Site, and
  - b. any SEI recommended quality assurance procedures for activities performed at the Site.

Technical Field Advice does not include management, supervision or regulation of Purchaser’s personnel, agents or contractors.
- (z) “Technical Services” means (i) Technical Field Advice; (ii) Special Services; (iii) inspection of equipment which has been disassembled by Purchaser or others; (iv) technical evaluation of inspections performed by SEI, Purchaser or others; (v) technical information provided by SEI, including data interpretation and reports; (vi) inspections, technical evaluation of inspections, technical analysis of materials and technical recommendations related to Shop Repair and Modernization Services; (vii) advice and consultation given to Purchaser’s personnel at the Site or at a SEI facility by a SEI engineer or technician; and/or (viii) advice and guidance given to Purchaser by SEI field engineer(s) regarding methods and procedures for installation, maintenance and/or calibration of the Equipment or Purchaser’s Material.
- (aa) “Third Party Parts” means parts, components, equipment or materials provided by Purchaser under the Agreement or that exist in the Purchaser’s Material which were not manufactured or supplied by SEI or the predecessors of SEI or which were originally supplied by SEI or the predecessors of SEI and subsequently repaired, serviced or otherwise modified or altered by any party not affiliated with SEI or with a predecessor of SEI.
- (bb) “Training Services” means training and consultation services given to Purchaser’s personnel or Purchaser subcontractor at the Site or at a SEI facility by a SEI trainer or technical advisor.

## 2. Scope

SEI will furnish to Purchaser Equipment, and/or Services as specified in and pursuant to the Agreement.

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### **3. Price Policy**

Unless otherwise stated in the SEI proposal, the price does not include unloading, disassembly and reassembly of Purchaser equipment or Equipment and/or installation of Software at the Site. The price for the Equipment and/or Services is set forth in the proposal, which amount shall be adjusted as expressly provided in the Agreement.

### **4. Terms of Payment**

A. Unless otherwise specified, SEI shall issue invoices in accordance with the schedule set forth in the SEI proposal. If an invoice schedule is not set forth in the SEI proposal, SEI shall issue invoices as the work is completed. In any event, all invoices shall be paid by Purchaser within thirty (30) days after the date of the invoice.

B. In any instance where Purchaser is unable to return Equipment or components to SEI for fitting or for coordination with other assemblies by the specific date agreed to in the Agreement or where a portion of the work is to be performed by SEI at a later date, SEI reserves the right to invoice Purchaser for work performed to date and either ship the components to Purchaser in their existing state or hold the components in storage at Purchaser's risk and expense. That portion of the work which is to be performed by SEI at a later date will be performed as a Purchaser requested change under Article 18, Changes.

C. If shipments are delayed by Purchaser, affected payments shall become due based on the date SEI is prepared to make shipment.

D. Any past due amounts shall, without prejudice to the right of SEI to payment when due, bear interest at a floating rate equivalent to one-twelfth (1/12) of the per annum prime rate charged by JPMorgan Chase Bank, New York, New York, U.S.A., as such prime rate is published on the first banking day following the date payment is due, plus an additional one-half of one percent (0.5%), payable each month or portion thereof that payment is delayed. If payments are not made when due SEI may, upon fifteen (15) days written notice and at its option, (i) terminate this Agreement (which termination shall be treated as a termination pursuant to Article 11(C), Termination) or (ii) suspend all further work hereunder. Resumption of work thereafter is contingent upon correction of the payment deficiency by Purchaser. The schedule for the resumed work will be established by SEI based on its then current workload and the availability of other resources. All SEI expenses associated with any such suspension shall be for the account of Purchaser.

E. If a good faith dispute exists over the amounts to be paid, Purchaser shall notify SEI in writing of such dispute and Purchaser shall pay the undisputed amount. The disputed portion may be held in abeyance until resolution of the dispute with the disputed portion, together with interest as specified in subsection D above, due thirty (30) days after said resolution.

F. Unless otherwise set forth in the SEI proposal, if shipment (from the manufacturing plant or repair facility where the work is performed) and/or Delivery of an item of the Equipment or completion of a portion of the Services is delayed for causes which are within the reasonable control of SEI, issuance of the invoice covering the final five percent (5%) payment for the delayed work will be deferred for twice the number of months by which shipment/Delivery of such item of the Equipment or completion of such portion such Services is delayed; provided, however, that such deferral of the final invoice shall only be applicable if the delay in shipment and/or Delivery of the Equipment or the delay in completion of the Services has actually delayed the Purchaser's project for which the Equipment and/or Services were purchased.

G. UNLESS OTHERWISE AGREED BY THE PARTIES EXPRESSLY IN THE AGREEMENT, THE REMEDIES OF PURCHASER SET FORTH ABOVE AND/OR IN THE SEI PROPOSAL FOR DELAY IN SHIPMENT/DELIVERY OR COMPLETION OF SERVICES CAUSED BY SEI ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND NO OTHER REMEDIES OF ANY KIND WHATSOEVER SHALL APPLY. Deferral of the issuance of the final five percent (5%) invoice as set forth above or provision of the remedy set forth in the SEI proposal shall constitute complete fulfillment of all liabilities of SEI to Purchaser for delay in shipment/Delivery of Equipment or completion of Services whether based in contract, in tort (including negligence and strict liability), or any other theory of recovery. Further, the Parties agree that such deferral or any other option noted in SEI's proposal are a reasonable determination of the damages that Purchaser would incur as a result of the delay in Delivery of the Equipment or in completion of the Services and do not constitute a penalty.

### **5. Delivery, Title and Risk of Loss or Damage**

A. Unless otherwise stated in the SEI proposal, delivery of each component of Equipment shall be made FCA (Incoterms 2020) at the manufacturing plant. Subject to the provisions of subsection B below, legal and equitable title and risk of loss or damage to each such component of the Equipment shall pass from SEI to Purchaser upon Delivery. Upon Delivery, the Equipment shall be deemed accepted if Purchaser does not, in writing, reject such Delivery within forty-eight (48) hours.

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B. Title to and right of possession of any Software licensed hereunder, without legal process, shall remain with SEI or its licensor, except that Purchaser shall have the right of possession and use of the Software provided hereunder for the terms of the corresponding license provided herein, so long as no breach of this Agreement has been made by Purchaser and all payments due SEI have been paid. Nothing in this Agreement shall be construed as giving Purchaser any right to sell, assign, lease or in any other manner transfer or encumber SEI's or its licensor's ownership of the Software, or as limiting SEI or its licensor from using and licensing the Software to any third party.

C. Purchaser's Material sent to SEI for Shop Repair and Modernization Services or Purchaser's Material or Equipment being returned pursuant to the provisions of the Warranty or Patents Articles of the Agreement will be delivered by Purchaser at its expense to the repair or manufacturing plant designated by SEI where the work is to be performed. Title to such Equipment or Purchaser's Material will remain at all times with Purchaser. Risk of loss or damage to such Equipment or Purchaser's Material will transfer to SEI upon its arrival on board the carrier at the repair or manufacturing plant and will transfer back to Purchaser upon its delivery to the carrier at the repair or manufacturing plant for return to Purchaser. Delivery of Purchaser's Material shall be made when the item is placed on board carrier at the repair or manufacturing plant. When repair work is performed by SEI at the Site, title and risk of loss or damage to the Equipment, to Purchaser's Material and to other property shall remain at all times with Purchaser. Title to any defective or nonconforming components of the Equipment that are replaced by SEI, as part of its warranty obligations or as part of the Shop Repair and Modernization Services shall, at SEI's option, revert back to SEI upon completion of the replacement, with a deemed value of zero.

D. Risk of loss of or damage to Purchaser's Material or other property located at the Site shall remain with Purchaser at all times during the performance of work hereunder. If Purchaser procures or has procured property damage insurance applicable to occurrences at the Site, Purchaser shall obtain a waiver by the insurers of all subrogation rights against SEI and its Subsuppliers.

## **6. Transportation**

A. Transportation and Storage: Unless otherwise stated in the SEI proposal, when items of Equipment are ready for shipment or Shop Repair and Modernization Services are completed on Purchaser's Material, SEI will notify Purchaser that the Equipment or Purchaser's Material is available for carrier pick-up at the location designated by SEI, and Purchaser shall transport such items from the location designated by SEI at Purchaser's expense. If SEI has agreed in the SEI proposal to transport Equipment or Purchaser's Material, when items of Equipment are ready for shipment or Shop Repair and Modernization Services is completed on Purchaser's Material, SEI will (i) in the absence of shipping instructions, inform Purchaser of pending shipment and Purchaser will thereafter promptly give shipping instructions to SEI; (ii) determine the method of transportation and the routing of the shipment and (iii) ship the Equipment or Purchaser's Material by Normal Carriage with all transportation expenses thereby incurred by SEI, including but not limited to, handling, transportation, taxes, and insurance, payable by Purchaser on a cost-plus fee basis:

(1) to Purchaser's designated destination when shipped by highway transport; or

(2) to the nearest suitable rail siding to Purchaser's designated destination when shipped by rail transport.

In the event that Purchaser fails to provide SEI with timely shipping instructions, SEI will ship the Equipment or Purchaser's Material by Normal Carriage to Purchaser or to a suitable storage location selected by SEI. If the Equipment and/or Purchaser's Material is to be placed into storage in accordance with the above, Delivery of the Equipment or Purchaser's Material shall be deemed to have occurred for all purposes under the Agreement, including any payment due upon Delivery, at the time the Equipment or Purchaser's Material is placed on board the carrier for shipment to the storage location. If the Equipment and/or Purchaser's Material is to be stored in the facility where manufactured, or where Shop Repair and Modernization Services are performed, Delivery shall be deemed to have occurred when the Equipment and/or Purchaser's Material is placed into the storage location at such facility.

In the event of storage pursuant to the preceding paragraph, all expenses thereby incurred by SEI, such as preparation for and placement into storage, handling, freight, storage, inspection, preservation, and taxes, shall be payable by Purchaser upon receipt of an invoice(s) from SEI. When conditions permit and upon payment to SEI of any additional amounts due hereunder, Purchaser shall arrange, at its expense, for removing the Equipment and/or Purchaser's Material from storage. Purchaser shall be responsible for insuring the Equipment and Purchaser's Material while in storage.

B. Normal Carriage: When SEI is providing the transportation of the Equipment and/or Purchaser's Material, SEI shall make every reasonable effort to ship by highway transport unless rail transport is required. Normal Carriage means carriage either by highway transport (provided this does not necessitate use of specialized riggers trailers) or by rail transport, on normal routing from the repair facility or manufacturing plant to (i) Purchaser's designated destination when shipped by highway transport or (ii) the nearest accessible suitable rail siding to Purchaser's designated destination when shipped by rail transport or (iii) the port of

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export selected by SEI in the forty-eight (48) continental United States if Purchaser's designated destination is outside the United States or is in Alaska or Hawaii.

C. Special Transportation and Services: Purchaser agrees to pay or to reimburse SEI for any transportation charges in excess of regular charges for Normal Carriage, including, but not limited to, excess charges for special routing, special trains, specialized riggers trailers, lighterage, barging and air transport.

Purchaser also agrees to pay or to reimburse SEI for any cost incurred or charge resulting from special services performed in connection with the transportation of the Equipment or Purchaser's Material, including, but not limited to, the construction and repair of transportation and handling facilities, bridges and roadways, of whatever kind and wherever located.

## **7. Warranty**

A. Equipment Warranty and Exclusive Remedy (excluding Software): SEI warrants that each component of the Equipment (excluding Software and consumables) furnished to Purchaser will be free of defects in workmanship and materials until the earlier of eighteen (18) months after the Delivery of such component of the Equipment or one (1) year from the date of first use of such component of the Equipment (the "Equipment Warranty Period").

If during the Equipment Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), SEI is promptly notified in writing that the Equipment or any component thereof fails to conform to the Equipment Warranty, SEI will at its option and expense correct such nonconformity by repair or replacement.

B. Software Warranty and Exclusive Remedy: SEI also warrants that the Software will comply with the functional specifications as set for in this Agreement until the earlier of eighteen (18) months after the Delivery of such Software or one (1) year from the date of first use of the Software (the "Software Warranty Period"). SEI does not warrant that the Software will be error free or that Purchaser will experience uninterrupted performance.

If during the Software Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), SEI is promptly notified in writing that the Software fails to conform to its warranty, and such failure is reproducible SEI will at its option and expense correct the nonconformity by correction or deployment of an updated version, or patch in the medium originally supplied, or by providing a procedure to Purchaser for correction of the nonconformity. The obligations to provide software updates hereunder shall not include any obligation on Contractor to provide software upgrades without entitlement to a Change Order. Third party Software shall be warranted on a pass-through basis in the same manner and for the same period and extent provided to SEI by the entity which supplied said third party software.

C. Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty and Exclusive Remedy: SEI warrants that the work performed by SEI on Purchaser's Material, including any materials (excluding consumables) supplied by SEI in connection therewith (hereinafter in this subsection C referred to as the "Work"), will be free of defects in, workmanship and materials until one (1) year after the completion of such Work (the "Field and Shop Repair and Modernization Services Warranty Period").

If during the Field and Shop Repair and Modernization Services Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), SEI is promptly notified in writing that the Work or any part thereof fails to conform to the Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty, SEI will at its option and expense correct such nonconformity by repair, replacement or reperformance of the defective portion of the Work. If repair, replacement or reperformance is impracticable, SEI will refund the amount of the compensation paid to SEI by Purchaser for such nonconforming portion of the Work.

D. Technical Services and Training Services Warranties and Exclusive Remedy: SEI warrants for each item of Technical Services that (i) the advice, recommendations and performance of its personnel will reflect competent professional knowledge and judgment and (ii) the technical information, reports and analyses transmitted by SEI in connection therewith will reflect competent professional knowledge and judgment, beginning with the start of the item of Technical Services and ending one (1) year after completion of said item of Technical Services by SEI (the "Technical Services Warranty Period"). SEI warrants that for each item of Training Services that such shall be performed in a professional and workmanlike manner beginning with the start of the item of Training Services and ending ninety (90) days after completion of said item of Training Services by SEI (the "Training Services Warranty Period").

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If during the Technical Services Warranty Period or Training Services Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), SEI is promptly notified in writing that any portion of the Technical Services or Training Services fails to conform to the Technical Services Warranty or Training Services Warranty, SEI will promptly reperform such nonconforming portion of the Technical Services or Training Services. If reperformance is impracticable SEI will refund the amount of the compensation paid to SEI for such nonconforming portion of the Technical Services or Training Services.

E. Title: SEI warrants that the Equipment, upon Delivery, shall not be subject to any encumbrances, liens, security interests, or other defects in title. In the event of any failure to conform to this warranty, SEI, upon prompt written notice of such failure, shall defend the title to the Equipment.

F. Warranty Conditions: The warranties and remedies set forth in this Article are conditioned upon:

(1) Purchaser's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the Equipment, Purchaser's Material or Purchaser's equipment, in accordance with the recommendations of SEI to the extent applicable or, in the absence of such recommendations or to the extent not applicable, in accordance with the generally accepted practices of the industry. In addition, such Equipment, Purchaser's Material or Purchaser's equipment shall not have been operated in excess of limitations specified in writing by SEI and not have been subjected to accident, alteration, abuse or misuse;

(2) For all warranty work, Purchaser shall provide access to any operating and maintenance data as requested by SEI, which may include broadband connection;

(3) For all warranty work where disassembly, removal, replacement and reinstallation of Equipment, materials, structures or Purchaser's Material was not part of the SEI scope of work under the Agreement, Purchaser providing, without cost to SEI, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials, structures or Purchaser's Material to the extent necessary to permit SEI to perform its warranty obligations;

(4) All warranty work being performed on a single-shift straight-time basis, Monday through Friday. In the event Purchaser requests correction of warranty items on an overtime or multiple shift schedule, the premium portion of such overtime or multiple shift shall be to Purchaser's account;

(5) Purchaser, without cost to SEI, making its Site facilities and personnel (to the extent consistent with personnel job classifications) available to assist SEI in the performance of its warranty obligations;

(6) Purchaser, with respect to subsection 5 above, reimbursing SEI for all costs incurred in the transportation of personnel and defective, repaired or replacement parts to and from the Site;

(7) Prior to the return of any Equipment or Purchaser's Material to SEI, the Purchaser must obtain authorization and shipping instructions from SEI. The Equipment or Purchaser's Material must be returned with complete identification in accordance with instructions furnished by SEI. In no event will SEI be responsible for Equipment or Purchaser's Material returned without proper authorization and identification. SEI reserves the right to reject any unauthorized returns and/or Hazardous Material;

(8) SEI will have no warranty responsibility for any Software, or portion thereof, which has been modified or merged with another computer program without the prior written consent of SEI to such modification or merger. Further, Purchaser shall indemnify, hold harmless and defend SEI from any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) resulting from any unauthorized Software modifications; and

(9) SEI shall be entitled to issue updates, upgrades and/ or changes to the Software solutions and applications or to provide functionally equivalent replacements during the term of this Agreement.

G. For the avoidance of doubt, in the event that physical loss or damage to the Purchaser's property results from the failure of a warranted defective portion of the Equipment or Services to conform to its respective warranty during the applicable warranty period, should SEI have any liability at all, SEI's liability shall in no case exceed SEI's obligation to perform the warranty remedies specified in Article 7 subsections A, B, C, or D, as applicable, which SEI would have had to perform if such warranty remedy had been carried out immediately prior to the occurrence of the physical loss or damage.

H. The warranty period for any Services or Equipment (except Software) repaired or replaced by SEI pursuant to this Article 7 shall not exceed the earlier of (i) twelve (12) months after the date of completion of the item of repaired, replaced or

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reperformed Equipment or Services or (ii) six (6) months after the expiration of the original warranty period (the “Warranty Repair Warranty Period”).

I. Additional Conditions Applicable to the Sale of Monitoring Devices: Monitoring devices supplied by SEI pursuant to the Agreement may enable users to better diagnose and control conditions within the monitored equipment. While such monitors may permit earlier detection of harmful conditions, SEI does not warrant or represent that the use of such monitors will prevent failure or detect all harmful conditions in the monitored equipment and Purchaser acknowledges the same.

J. Additional Conditions Applicable to Diagnostic and Non-Destructive Examination and Testing: Diagnostic and non-destructive examination and testing techniques employed by SEI may not detect all of the defects in Purchaser’s Material (including indications of cracking) and such failure shall not constitute a breach by SEI of its warranty obligations. Purchaser acknowledges that SEI will not be responsible for the consequences of undetected defects including undetected cracks.

K. Additional Conditions Applicable to Technical Field Advice: Where SEI furnishes Technical Field Advice under the Agreement, Purchaser is responsible for (i) the supervision, management, regulation, arbitration and determination of the number of its personnel, agents, or contractors and their work and (ii) the planning, scheduling, management and progress of the work. Unless expressly agreed to in writing by SEI, under no circumstances shall SEI provide or be obligated to provide Technical Field Advice directly or indirectly to any competitor of SEI or their employees, representatives, or consultants.

L. Additional Conditions Applicable to Remote Services: Where SEI furnishes Services remotely under the Agreement, SEI relies upon the proper and correct transmission of information from the Purchaser personnel. Prior to executing any advice given by SEI remotely, the Purchaser personnel shall repeat the advice given. The Purchaser represents and warrants that any user using a SEI application for the Services provided under a Purchaser account or using Purchaser’s log-in credentials duly acts on behalf of the Purchaser and accepts the terms of use which will be made accessible to such user, e.g. on the landing page of an application. The terms of use published on any landing page of an application shall apply in their then current version with respect to the use of the application. The Purchaser shall be responsible for the acts and omissions of any such user as if they were the Purchaser’s own acts and omissions.

M. SEI does not warrant or guarantee that any Equipment or Software will be secure from or protect against all cyber threats, hacking or similar malicious activity. Equipment or Software that is networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and owner/end-user against unauthorized access and for implementing product updates, and using the latest product versions, performing regular vulnerability scanning, implementing and maintaining appropriate password policy and using appropriate network security measures such as firewalls, network client authentication and/or network segmentation.

N. Exclusivity of Warranties and Remedies: THE WARRANTIES PROVIDED BY SEI AS SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). Correction of nonconformities in the manner and for the period of time provided above constitute SEI’s sole and exclusive liability and Purchaser’s sole and exclusive remedy for defective or nonconforming Equipment and/or Services whether claims of the Purchaser are based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

## **8. Taxes**

The price paid or to be paid to SEI under the Agreement does not include any federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts, or similar taxes (other than federal and state income taxes imposed on SEI) now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment and Purchaser’s Material, its or their sale, their value or their use, or any Services performed in connection therewith. Purchaser agrees to defend, pay, and reimburse SEI for any such taxes or costs, expenses, claims, liabilities, or losses including without limitation tax liabilities, penalties, and interest as a result of Purchaser’s acts or omissions related to such taxes, which SEI or its Subsuppliers are required to pay or are incurred by SEI and its Subsuppliers. Should Purchaser be exempted from any such tax(es) it shall provide SEI certification thereof within the earlier of thirty (30) days after the effective date of the Agreement or the time the exemption is obtained.

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## **9. Additional Conditions Applicable to Nuclear Installations**

In the event the Services and/or the Equipment provided under the Agreement are to be performed or utilized at or in any manner in connection with a nuclear installation, the following conditions shall apply:

### **A. Purchaser Insurance**

- (1) If Purchaser procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name SEI and its Subsuppliers as additional insureds.
- (2) Purchaser shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Purchaser will, without cost to SEI, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded SEI and its Subsuppliers by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

**B. Waivers by Purchaser:** Neither SEI nor its Subsuppliers shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident.", as defined in the Atomic Energy Act. Purchaser waives and will require its insurers to waive all rights of recovery against SEI and its Subsuppliers on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to SEI, and will take precedent over any other clauses in the Agreement.

In the event Purchaser recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Purchaser shall defend, indemnify and hold SEI and its Subsuppliers harmless against claims by such third party which are based on Purchaser's recovery of such damages. In addition, Purchaser waives and will require its insurers to waive all rights of recovery against SEI and its Subsuppliers, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

**C. Third Party Property Protection:** Purchaser will indemnify and hold SEI and its Subsuppliers harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Purchaser shall obtain for the benefit of SEI and its Subsuppliers, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Purchaser in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Purchaser.

**D. Decontamination:** Purchaser shall, without cost to SEI, perform any required decontamination and health physics necessary for, related to or resulting from SEI performance of its contractual obligations. This includes but is not limited to decontamination of any SEI equipment or tools used in the performance thereof. Purchaser shall provide documentation demonstrating that components or parts being returned to SEI after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

## **10. Force Majeure and Delays**

**A.** SEI will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by any cause, whether known or unknown, which is beyond the reasonable control of SEI or its Subsuppliers or from any act of God; act of civil or military authority; act of war or military conflict whether declared or undeclared; act (including but not limited to delay, failure to act or priority, governmental allocations or restrictions upon the use of transportation, materials or labor, public curfews, shelters in place, shut-ins, or lock-downs) of any governmental authority; act of terrorism or threat thereof; civil disturbance, rebellion, insurrection, riot or sabotage; cyber threats, hacking or similar malicious activity; fire, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; sanctions, embargo, public health event, contagion, epidemic, endemic, pandemic, or outbreak; quarantine; breakdown or unavailability of telecommunication networks; attacks on SEI's or a Subsuppliers' digital infrastructure (such as malware, virus attacks, hacker attacks, or exploitation of vulnerabilities); railroad car, fuel or energy shortage; price fluctuation with respect to equipment, materials, commodities, and

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metals; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, work permits or working visas for SEI's personnel or its Subsuppliers' personnel, necessary import or export licenses, or materials, equipment, commodities, and metals as well as transportation means and services from usual sources.

B. Additionally, SEI will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by the acts, omissions, neglect, delay or fault of parties outside of SEI's control including, but not limited to, Purchaser and Purchaser's contractors, subcontractors, representatives or agents.

C. In the event of a delay in performance excusable under this Article, the date of Delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay, and Purchaser will reimburse SEI for its additional costs and expenses resulting from the delay.

D. If economic conditions or geopolitical developments outside of SEI's control occur subsequent to the effective date of the Agreement that materially alter SEI's cost or time to perform its obligations under the Agreement, then SEI shall be entitled to equitable adjustments to the Agreement price and schedule. This entitlement shall be in addition to any right to claim cost or schedule relief under the Agreement force majeure provisions. In such instances, SEI shall notify the Purchaser in writing of: (1) the nature of the economic condition or geopolitical development giving rise to the claim; (2) the impact or anticipated impact such condition or development will have on SEI's cost or time to perform; and (3) SEI's intention to negotiate an equitable adjustment. The Parties shall then attempt in good faith to negotiate an equitable adjustment within the thirty (30) days following SEI's written notice, or such other time period as may be mutually agreed upon by the Parties. If the Parties fail to agree on such adjustment within this time period, SEI shall be entitled to terminate the Agreement for convenience with immediate effect. In the event SEI elects to terminate for convenience, SEI will pay Purchaser a termination fee of One Thousand U.S. Dollars (\$1,000) as full consideration and compensation for such termination.

## **11. Termination**

A. Purchaser may terminate the Agreement for convenience upon thirty (30) days prior written notice to SEI, subject to Purchaser's payment of Termination Charges. For purposes hereof, "Termination Charges" means either: (a) the applicable termination fee from the termination fee schedule set forth in the SEI proposal; or (b) in the absence of a termination fee schedule, the portion of the purchase price for the work performed, man hours expended and materials acquired as of the date of termination plus the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between SEI and its Subsuppliers, and any applicable cost allocated in contemplation of performance. The Parties agree that such Termination Charges, including termination fees set forth in the termination fee schedule, are a reasonable determination of the damages that SEI would incur as a result of such termination and do not constitute a penalty. All Termination Charges shall be due and payable thirty (30) days from the date of the SEI invoice.

B. Purchaser may terminate the Agreement for cause in the event of (i) an act of insolvency or bankruptcy by SEI; or (ii) a material breach of the Agreement by SEI, which SEI fails to commence to cure within thirty (30) days after notice thereof from Purchaser and fails to diligently pursue thereafter. In such event, as Purchaser's sole remedy for such default, SEI will reimburse Purchaser for its reasonable and verifiable costs to complete the Services or obtain replacement Equipment up to the price for such item of Equipment or Services under the Agreement.

C. In the event of any breach of the Agreement by Purchaser, SEI shall be entitled to an extension of time to the extent necessitated by the breach and to reimbursement for all costs and expenses ("Breach Costs") incurred by SEI as a result of such breach. SEI may terminate the Agreement if (i) the work is delayed for a period in excess of three (3) months for any reason attributable to Purchaser and/or force majeure, (ii) any payment from Purchaser is thirty (30) days or more past due, or (iii) Purchaser materially breaches this Agreement. If SEI terminates the Agreement pursuant to this Article 11.C, Purchaser shall pay SEI the Termination Charges (as defined in Article 11.A) plus any Breach Costs within thirty (30) days from the date of the SEI invoice.

D. In addition, if at any time during the performance of its work under the Agreement SEI reasonably determines that the Purchaser's financial condition may render it insolvent or unable to make future payments under the Agreement, then SEI shall be entitled to one or more of the following at SEI's option: (i) adequate written assurances, supported by documentation, of Purchaser's ability to pay; (ii) payment in advance for any further work; (iii) future payments against an irrevocable Letter of Credit on terms, and from an issuing bank, acceptable to SEI; (iv) other payment security or credit support mutually agreed by Purchaser and SEI.

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## **12. Intellectual Property Infringement**

A. SEI will, at its own expense, defend or at its option settle any suit or proceeding brought against Purchaser so far as based on an allegation that any Services on Purchaser's Material or the Equipment (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent, copyright or misappropriation of a third party's trade secret, so long as SEI is notified promptly in writing and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. SEI will pay the damages and costs awarded in any suit or proceeding so defended. SEI will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Services on Purchaser's Material or the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement of any such United States patent, copyright or misappropriation of a third party's trade secret, or its use by Purchaser is enjoined, SEI will, at its option and its own expense, either: (a) procure for Purchaser the right to continue using said Equipment or Purchaser's Material; (b) replace it with substantially equivalent non-infringing equipment; or (c) modify it so it becomes non-infringing.

B. SEI will have no duty or obligation to Purchaser under this Article to the extent that the Services on Purchaser's Material or Equipment is (a) supplied according to Purchaser's design or instructions wherein compliance therewith has caused SEI to deviate from its normal course of performance, (b) modified by Purchaser or its contractors after Delivery by SEI, or (c) combined by Purchaser or its contractors with items not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Purchaser. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against SEI, Purchaser shall protect SEI in the same manner and to the same extent that SEI has agreed to protect Purchaser under the provisions of Article 12.A above.

C. THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS, COPYRIGHTS OR TRADE SECRETS AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF AND OF ALL THE REMEDIES OF PURCHASER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS, COPYRIGHTS OR TRADE SECRETS. Compliance with this Article as provided herein shall constitute fulfillment of all liabilities of the parties under the Agreement with respect to patents, copyrights or trade secrets.

## **13. Confidential Information**

A. SEI may have a proprietary interest in information that is furnished pursuant to or in connection with the Agreement. Purchaser will keep in confidence and will not disclose any such information, or any of SEI's intellectual property (including, but not limited to, any patents, copyrights or trade secrets), which is specifically designated as being confidential by SEI or use any such information for other than the purpose for which it is supplied without the prior written permission of SEI. The provisions of this paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to Purchaser without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any confidentiality obligation of Purchaser, or which is received from a third party, including Purchaser's subsidiaries or affiliates, without limitation or restriction on said third party or Purchaser at the time of disclosure.

B. SEI also has a proprietary interest in (i) its proposal and the Agreement and (ii) the processes and procedures used by its personnel in performance of the Agreement. Accordingly, the quotation, the Agreement and such processes and procedures shall not be disclosed or viewed in whole or in part by third parties without the prior written permission of SEI.

C. SEI also has a proprietary interest in the manner of performance of the work, including but not limited to the know-how, processes, methods and techniques employed by SEI in connection therewith. The observing or recording of the work or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, any and all copies of any such recording(s) shall be turned over to SEI for destruction by SEI. SEI may (in addition to any other legal or equitable rights and remedies) stop the work until SEI has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which SEI determines necessary and (b) Purchaser will reimburse SEI for SEI's and its Subsuppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization.

D. Without limiting its obligations pursuant to Articles 13.A and 13.B above, Purchaser agrees not to reverse engineer, modify, improve, or make derivative works of SEI's confidential information or intellectual property. Purchaser further agrees not to seek any intellectual property rights directly or indirectly based in whole or part on SEI's confidential information or intellectual property without SEI's prior written consent. Purchaser further agrees that if it obtains any such intellectual property

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rights, it has acted or will act as an agent for the benefit of SEI for the limited purpose of obtaining and securing such intellectual property rights and will upon written direction from SEI assign the same to SEI.

E. Purchaser shall indemnify and hold SEI harmless from and against any loss, damage or liability arising or resulting from non-compliance with the provisions of this Article 13.

F. When required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), Purchaser may disclose such confidential information to such Governmental Authority; provided, however, that prior to making any such disclosure, Purchaser will: (a) provide SEI with timely advance written notice of the proprietary information requested by such Governmental Authority and Purchaser's intent to so disclose; (b) minimize the amount of proprietary information to be provided consonant with the interests of SEI and its Subsuppliers and the requirements of the Governmental Authority involved; and (c) make every reasonable effort (which shall include participation by SEI in discussions with the Governmental Authority involved) to secure confidential treatment and minimization of the proprietary information to be provided. In the event that efforts to secure confidential treatment are unsuccessful, SEI shall have the prior right to revise such information to minimize the disclosure of such information in a manner consonant with its interests and the requirements of the Governmental Authority involved.

#### **14. Limitation of Liability**

A. PURCHASER EXPRESSLY AGREES THAT NEITHER SEI NOR ITS SUBSUPPLIERS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT (EXCEPT AS OTHERWISE SET FORTH IN ARTICLE 14(C) BELOW); LOSS OF INTEREST OR PROFITS OR REVENUE OR LOSS OF USE THEREOF; LOSS OF USE OF PURCHASER'S MATERIAL, EQUIPMENT OR POWER SYSTEM; LOSS OF, ALTERATION OR INABILITY TO ACCESS OR USE INFORMATION OR DATA; LOSS OF PRODUCTION (INCLUDING LOSS OF HYDROCARBONS); LOSS OF POWER; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY CLAIMS OR DAMAGES OF CUSTOMERS OF PURCHASER.

B. PURCHASER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED IT IN THE AGREEMENT ARE EXCLUSIVE, AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF SEI OR ITS SUBSUPPLIERS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID TO SEI UNDER THE APPLICABLE PURCHASE ORDER.

C. SEI'S LIABILITY FOR DAMAGE TO PURCHASER'S PROPERTY TO THE EXTENT DIRECTLY RESULTING FROM SEI, ITS AFFILIATES AND ITS SUBSUPPLIERS NEGLIGENT ACTS OR OMISSIONS AT THE SITE OR WARRANTED DEFECT SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF (i) THE PURCHASER'S INSURANCE DEDUCTIBLE, (ii) THE DIRECT COST OF REPAIRING OR REPLACING SAID PROPERTY, (iii) THE LIMITATIONS IDENTIFIED IN ARTICLES 14 (A)&(B), OR (iv) FIVE HUNDRED THOUSAND DOLLARS (\$500,000). PURCHASER WILL WAIVE AND REQUIRE ITS PROPERTY INSURER TO WAIVE ALL RIGHTS OF RECOVERY AGAINST SEI AND ITS SUBSUPPLIERS OF ANY TIER FOR LOSS OF OR DAMAGE TO PROPERTY AND EQUIPMENT OF PURCHASER IN EXCESS OF THE FINANCIAL OBLIGATION ASSUMED BY SEI HEREUNDER. IN ADDITION, SEI SHALL HAVE NO LIABILITY FOR DAMAGE TO PURCHASER'S PROPERTY AS THE RESULT OF ANY TECHNICAL FIELD ADVICE OR TRAINING SERVICES.

D. ALL LIABILITY OF SEI AND ITS SUBSUPPLIERS UNDER THIS AGREEMENT SHALL TERMINATE NO LATER THAN THE EXPIRATION OF THE WARRANTY PERIOD.

E. THE PROVISIONS OF THIS ARTICLE SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT.

#### **15. Transfer; Ownership and Export Compliance**

A. Prior to the transfer to another party of any Equipment, Purchaser's Material, work product furnished hereunder by SEI's or its Subsuppliers, or the transfer of any interest in said Equipment, Purchaser's Material or work product, or the facility in which  
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or the site on which said Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser shall obtain for SEI written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded SEI and its Subsuppliers under the Agreement.

B. If Purchaser is not the sole owner of the Equipment, Purchaser's Material, work product furnished hereunder by SEI or its Subsuppliers, or the facility in which or the site on which the Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser represents and warrants that it has (and will maintain) written assurances from each and every other owner of limitation of and protection against liability of SEI and its Subsuppliers with respect to each and every such other owner at least equivalent to that afforded SEI and its Subsuppliers under the Agreement.

C. If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by SEI or works and services (including all kinds of technical support) performed by SEI to a third party worldwide, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event Purchaser shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

D. If required to conduct export control or sanctions checks, Purchaser, upon request by SEI, shall promptly provide SEI with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by SEI, as well as any export control restrictions existing.

E. PURCHASER SHALL INDEMNIFY AND HOLD HARMLESS SEI FROM AND AGAINST ANY CLAIM, PROCEEDING, ACTION, FINE, LOSS, COST AND DAMAGES ARISING OUT OF OR RELATING TO ANY NONCOMPLIANCE WITH EXPORT CONTROL REGULATIONS BY PURCHASER, AND PURCHASER SHALL COMPENSATE SEI FOR ALL LOSSES AND EXPENSES RESULTING THEREOF, UNLESS SUCH NONCOMPLIANCE WAS NOT CAUSED BY FAULT OF THE PURCHASER. THIS PROVISION DOES NOT IMPLY A CHANGE IN BURDEN OF PROOF.

F. SEI shall not be obligated to fulfill this agreement if such fulfillment is prevented by what it determines to be any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

G. Purchaser shall be liable for, and shall indemnify and hold harmless SEI and its Subsuppliers from and against, any damages, losses, or liabilities resulting from a transfer contrary to the provisions of Article 15 or in breach thereof to the extent such damages, losses, or liabilities are in excess of those that would have been incurred had no such transfer or breach, as the case may be, taken place.

## **16. Software License**

To the extent set forth in the Agreement, SEI grants to Purchaser a nonexclusive, nontransferable license to utilize the SEI Software furnished hereunder solely for Purchaser's internal use in connection with the SEI equipment for which it is supplied or in which such Software is incorporated. All title and ownership of the SEI Software, including, without limitation, the copyright to such Software and any improvement or development thereof, shall remain exclusively with SEI. Purchaser may make one backup copy of the Software for the sole purpose of replacement of a worn, impaired, damaged, or destroyed original copy. Purchaser shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or coherence, underlying ideas, or algorithms of any Software licensed hereunder. Third party Software provided by SEI may be subject to a separate license agreement and /or registration requirements and limitations on copying and use.

Insofar as the Software contains Open Source Software ("OSS"), SEI will provide the applicable OSS license terms together with the Services. The OSS license terms shall prevail over this Agreement. Details regarding any third-party software and OSS contained in the Services are available in the software documentation (e.g. README\_OSS).

The Purchaser shall notify SEI promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the provided Software or associated application.

## **17. Compliance with Laws**

In the performance of work under the Agreement, SEI and its Subsuppliers shall comply with all applicable provisions of Executive Order 11246 and 13496, as amended, relating to equal opportunity and non-segregated facilities, the Fair Labor Standards Act of 1933 and the Occupational Safety and Health Act of 1970. The price for the work is based on compliance by SEI with applicable laws, regulations and technical codes and standards as they are in effect on the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided).

Purchaser shall be responsible for identifying to SEI all applicable laws, regulations, codes and standards of state, provincial or local authorities, or any subdivision thereof, and shall bear the expense if Equipment modifications or changes to Services are

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necessary to comply with such laws, regulations, codes or standards. Any such modifications shall be made under the terms of Article 18, Changes. The work will comply with SEI's standards which meet the intent of the applicable industry codes as of the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided).

Purchaser agrees that it and its employees or representatives will not, directly or indirectly, in the name of, on behalf of, or for the benefit of SEI, offer, pay, promise to pay, or authorize the payment of any money or offer, give, promise to give or authorize the giving of anything of value, to (i) any official, agent or employee or any government or governmental agency, or to any political party or official, employee or agent thereof, or any candidate for political office, for the purpose of influencing any act or decision of such person in their or their official capacity, or for the purpose of inducing such persons to use their official capacity to influence any act or decision of their government or any instrumentality thereof; or (ii) to any private person, in order to obtain or retain business, or provide a business advantage related to this Agreement or in any way violate any provision of the US Foreign Corrupt Practices Act, or any applicable law related to bribery or corruption. If Purchaser fails to honor its obligations in this paragraph, and in addition to Purchaser defending, indemnifying, and holding SEI harmless from and against any fines, penalties and/or damages resulting from the same, SEI may, at its discretion, terminate in accordance with Article 11(c) above.

## **18. Changes**

A. Purchaser may request changes within the scope of the Agreement and, if accepted by SEI, the price, performance, schedule and other pertinent provisions of the Agreement will be adjusted by mutual agreement of the parties prior to implementation of the change.

B. Changes in applicable laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards or the imposition of new laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards after the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided) will be treated as changes to the scope of work and Agreement, and SEI will be entitled to an adjustment to the Agreement price and schedule to the extent SEI's cost or time to perform or deliver any Equipment or Services are impacted.

C. SEI may make a change(s) in the Equipment, Services on Purchaser's Material or the other Services without additional compensation from Purchaser if such change(s) does not adversely affect the warranties, the interface with Purchaser's equipment, materials and plant, the technical soundness of the work, the operability of the facility where the Equipment or Purchaser's Material is installed or for which SEI is providing Services under the Agreement, or the schedule.

## **19. Inspection by Purchaser**

Purchaser shall have reasonable access to the areas of the SEI plants where work under the Agreement is being performed to enable Purchaser to observe tests on the work. SEI, if requested, will inform the Purchaser of those tests and procedures which can be witnessed. Should Purchaser elect to witness specific tests, Purchaser must so specify such requirement in ample time to permit SEI to include said witness tests in the schedule. SEI, if requested, will advise Purchaser of the schedule of such tests. However, no rescheduling of tests or delays in manufacturing or shipment will be made to accommodate such inspection. SEI will exercise reasonable efforts to secure similar rights with respect to the inspection of the work at Subsupplier's premises.

## **20. Purchaser Data Usage**

Purchaser acknowledges that in order to perform certain Services, SEI may require access to Purchaser's non-personal data. Purchaser hereby grants SEI a limited worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to access, collect, store, compile and use the Purchaser's data for the purposes of providing Services to Purchaser and for purposes of generally improving SEI services or products. SEI's use of the Purchaser data to improve SEI's services or products shall be in such manner as to provide anonymity as to the Purchaser.

SEI shall own all right, title and interest in and to the Resultant Data. In the event that Resultant Data is incorporated in a report or other document generated by and output from software or hardware provided by SEI as a feature of such software or hardware, the Purchaser shall own only personal title to any such report or document upon output thereof and have the right to make copies of, modify and distribute such report or document for the sole purpose for which the report has been created, and shall not share it with any third-parties without SEI's consent.

## **21. Removal of Hazardous Material**

Prior to the shipment of any Equipment or Purchaser's Material to SEI for Services at SEI's or its Subsuppliers' manufacturing plant or repair facility, the Purchaser must remove all Hazardous Material and ACM.

## **22. Purchaser's Third-Party Parts Warranty**

Purchaser warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit,

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and function; (b) shall be timely provided to SEI hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

Purchaser assumes the entire liability and risk arising out of or resulting from Third Party Parts and Services on Third Party Parts. SEI's warranties set forth in Article 7 do not apply to any Third Party Parts or Services on Third Party Parts, and SEI DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), OR OTHERWISE, FOR OR WITH RESPECT TO THIRD PARTY PARTS OR SERVICES ON THIRD PARTY PARTS.

### **23. Indemnity**

Until the expiration of the applicable Warranty Period, SEI shall indemnify, hold harmless and defend Purchaser its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for bodily injury or death or loss of or damage to third party property (except property of customers of Purchaser or property incorporated in or intended to be incorporated in the project), to the extent caused by or arising out of any negligent act or omission or willful misconduct of SEI, or any of its officers, directors, agents, employees or Subsuppliers in connection with performance of work at Purchaser's Site under the Agreement ("Purchaser Indemnity Claim"). SEI's indemnification obligations under this Article 23 are conditioned upon Purchaser providing SEI with: (i) prompt notice of any Purchaser Indemnity Claim; (ii) the unrestricted right to defend any Purchaser Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Purchaser Indemnity Claim. In no event shall this indemnity apply to loss, damage, expense, or liability arising from a Nuclear Incident.

Purchaser shall indemnify, hold harmless and defend SEI its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for bodily injury or death or loss of or damage to third party property to the extent caused by or arising out of any negligent act or omission or willful misconduct of Purchaser, or any of its officers, directors, agents, employees or subcontractors in connection with performance of work under the Agreement ("SEI Indemnity Claim"). Purchaser's indemnification obligations under this Article 23 are conditioned upon SEI providing Purchaser with: (i) prompt notice of any SEI Indemnity Claim; (ii) the unrestricted right to defend any Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the SEI Indemnity Claim.

For the avoidance of doubt, any property of the Purchaser, any owner, end-user or the final recipient of any Equipment, Services or Software provided under this Agreement is not considered third party property as per any of the indemnity obligations in the foregoing.

### **24. SEI's Insurance**

In connection with the Agreement, SEI shall maintain insurance (or self-insurance) as specified below:

A. Workers' Compensation: SEI shall comply with workers' compensation laws (or equivalent) in each jurisdiction where work is performed, and shall maintain a Workers' Compensation and Employer's Liability insurance policy. If any work is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where such work is performed. The limits of such insurance shall be as follows:

Workers' Compensation: Statutory

Employer's Liability: \$1,000,000 each accident  
\$1,000,000 disease each employee  
\$1,000,000 policy aggregate for disease

B. Commercial General Liability: SEI shall maintain Commercial General Liability insurance on an occurrence basis to provide coverage for bodily injury; personal injury; property damage; explosion, collapse and underground hazards (XCU); contractual liability (applicable to SEI's obligations under Article 23 of this Agreement); and products/completed operations. Such policy shall provide limits of \$1,000,000 each occurrence and in the aggregate.

C. Business Automobile Liability: SEI shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with a \$1,000,000 Combined Single Limit.

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D. Excess Liability: SEI shall maintain excess liability insurance with a limit of \$4,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

E. The coverages set forth in B, C and D above shall include Purchaser as additional insured to the extent that bodily injury, death and third-party property damage are caused by the negligent acts or omissions of SEI or its Subsuppliers. The coverage afforded to Purchaser as an additional insured shall apply on a primary basis.

## **25. Purchaser's Insurance**

In connection with the Agreement, Purchaser shall purchase and maintain insurance as specified below:

A. Property Insurance: Purchaser shall purchase and maintain property insurance (including builder's risk, if applicable) on an all-risks basis covering physical loss or damage to the property at the Site (including the Equipment and Purchaser's Material after Delivery thereof), which coverage shall be maintained until the expiration of the last of the applicable Warranty Periods. Such insurance will include SEI and its Subsuppliers as an additional insured, with a waiver of subrogation.

B. Workers' Compensation: Purchaser shall comply with applicable workers' compensation laws (or equivalent) and shall maintain a Workers' Compensation and Employer's Liability insurance policy. If the Site is on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where the Site is located. The limits of such insurance shall be as follows:

Workers' Compensation: Statutory

Employer's Liability: \$1,000,000 each accident  
\$1,000,000 disease each employee  
\$1,000,000 policy aggregate for disease

C. Commercial General Liability: Purchaser shall maintain Commercial General Liability insurance on an occurrence basis to provide coverage for: bodily injury; personal injury; property damage; explosion, collapse, and underground (XCU) hazards; contractual liability (applicable to Purchaser's obligations under Article 23 of this Agreement); and products/completed operations. Such policy shall provide limits of \$1,000,000 each occurrence and in the aggregate.

D. Business Automobile Liability: Purchaser shall maintain Business Automobile Liability insurance which shall include coverage for all owned, non-owned and hired vehicles with a \$1,000,000 Combined Single Limit.

E. Excess Liability: Purchaser shall maintain Excess Liability insurance with a limit of \$4,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

F. The coverages set forth in subsections C, D, and E above shall include SEI as additional insured to the extent that bodily injury, death and third-party property damage are caused by the negligent acts or omissions of Purchaser or its subcontractors. The coverage afforded to SEI as an additional insured shall apply on a primary basis.

## **26. Miscellaneous Provisions**

A. Shipment Dates: Shipment dates are the dates the Equipment or Purchaser's Material will be ready for shipment from the manufacturing plant, SEI repair facility or other facility where the Services are performed and are predicated on the prompt receipt by SEI from Purchaser of all information necessary to commence and complete the work without delay or interruption. Unless otherwise stated in a Purchase Order, shipment dates are not guaranteed. Should Purchaser request SEI to ship any Equipment or Purchaser's Material prior to a date established based on SEI standard lead time for such Equipment or Purchaser's Material, and provided SEI accepts in writing the earlier date, an additional fee will be applied to cover the costs associated with such expedited shipment.

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B. Waivers: The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Agreement or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

C. Modification: No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

D. Headings: The headings used in the Agreement are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions in the Agreement.

E. Assignment & Subcontracting: The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void. Notwithstanding the foregoing, SEI may assign or novate the Agreement, in whole or in part, to any of its affiliates or subsidiaries without Purchaser's consent and further may subcontract the same as SEI may deem reasonably necessary for the fulfilment of the Agreement.

F. Governing Law: The Agreement will be construed and interpreted in accordance with the laws of the State of Florida without application of its choice of law or conflict of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to any Agreement.

G. Personnel: SEI reserves the right to change any of its personnel performing Services under the Agreement. In such event, SEI will provide replacement personnel of equivalent capabilities and bear any additional travel and living expense associated with providing such replacement personnel.

H. Performance Guarantee(s) and Exclusive Remedy: There are no performance guarantees of the Equipment, Software and/or Services unless specifically set forth in the SEI proposal. In the event any performance guarantees are provided in the SEI proposal, Purchaser's sole and exclusive remedy and SEI's sole and exclusive liability for any failure of the Equipment, Software and/or Services to comply with such performance guarantees under any theory of recovery shall be the liquidated damages specified in such SEI proposal up to the limit specified therein, which liquidated damages shall only be paid on a "no harm, no foul" basis. The Parties agree that such liquidated are a reasonable determination of the damages that Purchaser would incur as a result of the failure of the Equipment and/or Services to meet the Performance Guarantees and do not constitute a penalty.

I. Environmental Compliance: Purchaser recognizes that the performance of Services at the Site may involve the generation of Hazardous Material. Purchaser shall at its expense furnish SEI with containers for Hazardous Material and shall designate a waste storage facility at the Site where such containers are to be placed by SEI. Purchaser shall handle, store, and dispose of Hazardous Material in accordance with all applicable federal, state, and local laws, rules, regulations and ordinances. Purchaser shall reimburse SEI for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

SEI shall have no responsibility or liability with regard to any Hazardous Material, including any hazardous waste, which it does not know or have reason to know will be generated in the performance of the Services, and Purchaser shall be liable for, and shall indemnify and hold SEI harmless for, all pollution and environmental impairment to the extent arising from the Purchaser's property or with respect to Purchaser's negligent acts or omissions relating to the Equipment or the Services. If this indemnity provision is deemed contrary to the applicable law, then the Purchaser's obligation shall be enforceable to the maximum extent allowed by such applicable law, and this provision shall be deemed amended to the extent necessary for such maximum enforceability.

TO THE EXTENT THAT PURCHASER ASSUMES AN OBLIGATION TO INDEMNIFY SEI UNDER THIS SECTION 26.I., PURCHASER DOES SO EVEN IN THE CASE OF NEGLIGENCE OR OTHER FAULT OF SEI. PURCHASER AND SEI INTEND THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND CONSTITUTES CONSPICUOUS NOTICE.

J. Asbestos and Thermal Insulation:

**This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.**

(1) The Purchaser warrants, represents, and certifies that, in any areas which may be accessed by SEI or its Subsuppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to SEI's commencement of Services at the Site:

(a) The Purchaser shall, at Purchaser's expense remove all thermal insulation, sprayed-on surfacing material, and/or ACM, including ACM which may be disturbed during or removal of which is required for the performance of the Services; and

(b) The Purchaser shall ensure that any areas where any activities involving the abatement or removal of thermal insulation, sprayed-on surfacing material or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SEI IN PERFORMING THE SERVICES AND PERMITTING EMPLOYEES TO ENTER THE WORK AREAS IS RELYING UPON THE COVENANTS, AGREEMENTS, WARRANTIES, CERTIFICATIONS AND REPRESENTATIONS MADE BY PURCHASER ABOVE. Without limiting its other rights and remedies SEI shall not be obligated to commence or may stop any work in any Work Areas unless fully satisfied that the Purchaser is in compliance with Article 26.J(1) above and this Article 26.J(2), and shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement affected thereby or otherwise affected by Purchaser's non-compliance.

(3) In no event shall SEI be obligated to install, disturb, handle, or remove any thermal insulation, sprayed-on surfacing material, or ACM except as specifically agreed in writing by SEI and only after SEI has been provided acceptable chemical analyses verifying that the same are not ACM.

(4) SEI makes no representation that it is licensed to abate ACM. Notwithstanding anything set forth in the Agreement and unless SEI is provided satisfactory written evidence that such GPW is not ACM, SEI shall be obligated to handle, remove, or reinstall generator wedges, packing, or high temperature gaskets (such materials herein "GPW") only if such activities are within the scope of the Services and only then to the extent that:

- (a) such activities would be classified as Class II or Class III activity under United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq.;
- (b) such activities do not require a permit, license, or authorization;
- (c) such activities are not likely to generate airborne asbestos fibers, and
- (d) all such GPW is non-friable.

In all other cases, such activities shall be Purchaser's responsibility and SEI shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the Agreement should the same not be performed in a timely manner. The disposal of any GPW or scrap or waste material resulting from its disturbance or removal shall in all cases be the Purchaser's responsibility.

(5) Purchaser shall defend, indemnify and hold SEI and its Subsuppliers harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Purchaser's failure to comply with the provisions of this Article 26.J.

K. Integration: The Agreement contains the entire agreement and understanding between the parties as to the subject matter of the Agreement, and merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between them. Neither of the parties will be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of the Agreement.

L. Dispute Resolution: Either Party may give the other Party written notice of any dispute arising out of or relating to this Agreement and not resolved in the normal course of business. The Parties shall attempt in good faith to resolve such dispute promptly by negotiations between executives who have authority to settle the dispute. Litigation of any dispute arising from, under or in connection with this Agreement shall be brought exclusively in either: (i) a federal court having jurisdiction over Orange County, Florida; or (ii) if a federal court does not have jurisdiction of the dispute, in a state court of competent jurisdiction presiding within Orange County, Florida. Each Party hereby consents to the personal jurisdiction of such courts and irrevocably. **This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.**

waives, to the fullest extent permitted by applicable law and the laws of the State of Florida, any claim or any objection it may now or hereafter have, that venue or personal jurisdiction is not proper in such a court including, but not limited to, any claim that such legal action, suit, or proceeding brought in such court has been brought in an inconvenient forum. Each Party further consents and agrees that such litigation will be presented to and resolved by a judge presiding without a jury and **EACH PARTY EXPRESSLY WAIVES ITS RIGHT TO A JURY TRIAL**. The parties further agree that, for purposes of this provision, tort claims relate to this Agreement if they involve or relate to any products or service provided under or pursuant to this Agreement or any action or conduct related to this Agreement.

M. Survival: The provisions entitled “Intellectual Property,” “Additional Conditions Applicable to Nuclear Installations,” “Confidential Information,” “Limitation of Liability,” “Transfer; Ownership and Export Compliance,” “Software License,” the second paragraph of “Delivery, Title and Risk of Loss or Damage,” Article 26.J.(5). of the provision entitled “Asbestos and Thermal Insulation”, and “Dispute Resolution” shall survive termination, expiration or cancellation of the Agreement.

N. Site Safety: Purchaser shall comply with all federal, state, and local safety regulations and standards applicable to the site and to the equipment on which SEI will perform the work. SEI shall not be obligated to commence or perform work unless Purchaser’s site complies with all applicable safety requirements. Should SEI require use of Purchaser’s equipment, including lifting devices, in performance of the Services, Purchaser shall ensure that such equipment complies with all applicable laws, including all OSHA regulations and certifications, and is capable of performance of the Services. If requested by SEI, Purchaser shall provide SEI with documentation confirming Purchaser’s equipment’s compliance with applicable law. In the event Purchaser’s site safety is non-compliant, SEI may suspend work until such time as Purchaser corrects the noncompliance. To the extent SEI incurs additional time and expense as the result of Purchaser’s non-compliance, SEI shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement. Purchaser shall defend, indemnify and hold harmless SEI from and against all damages, losses, costs and expenses (including attorneys’ fees and litigation expenses) arising out of or resulting from injury or death, or damage to property due to Purchaser’s non-compliance with this Article or due to the condition of, defects, deficiencies, or non-conformities in Purchaser’s equipment.

O. Severability: In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

P. Publicity: Neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Equipment and Services performed.



**Quote #20633-R0**

Todd Crites  
Sturgis, City of  
805 North Centerville Road  
Sturgis MI 49091

P: (269) 659-7292  
E: tcrites@sturgismi.gov

| MANUFACTURER   | END USER | PAYMENT | QUOTED     | EXPIRES    |
|----------------|----------|---------|------------|------------|
| Siemens Energy | Sturgis  | Net 30  | 04/25/2025 | 07/24/2025 |

| FGT TERMS     | FOB POINT | FGT ALLOWED | MIN ORDER | YOUR INQUIRY         |
|---------------|-----------|-------------|-----------|----------------------|
| Prepaid & Add | Origin    |             |           | 69kV Circuit Breaker |

We are pleased to quote the following items below. In order to expedite your order, please include our quote number on your purchase order. Please contact us if you have any questions. Thank you!

| LINE | MFG CATALOG NUMBER  | QTY    | STD PK | UNIT PRICE    | U/M | LEAD TIME     |
|------|---|--------|--------|---------------|-----|---------------|
| 1    | SPS2-72.5-40-1200-3PST  | 1.0000 |        | \$102,215.000 | EA  | 100-110 Weeks |
|      | Circuit Breaker - Gas, Dead Tank, 69kV Nominal Voltage, 72.5kV Rated Max Voltage, 40kA Max Symmetrical Interrupting Capability, 1200A Max Continuous Current, 350kV BIL @ 3300 Feet ASL, 3 Cycle, 60 Hz, SF6 Gas Interrupting |        |        |               |     |               |
|      | LINE NOTES:   |        |        |               |     |               |

Please address PO as

Siemens Energy  
c/o CSI Utility Sales  
6639 Centurion Dr, Suite 100  
Lansing MI 48917

Email PO to [sales@csiutilitysales.com](mailto:sales@csiutilitysales.com)

Lead times quoted are subject to Siemens Energy's availability of material at the time of order. Please contact us for current lead times prior to placing an order.

#### Siemens Energy Standard Terms & Conditions

(1) All prices are in USD. Terms of payment is net 30 days from the date of invoice for each shipment, and subject to credit approval. (2) This proposal is based upon Siemens Energy, Inc. standard terms and conditions of sale. Company hereby objects to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Acceptance of additional or different terms must be specifically assented to in writing by company. (3) Purchase Order must be made payable to Siemens Industry Inc. (4) If you are a first-time customer, for faster processing, please also provide W-9 and tax exemption certificate, if applicable.

CSI Utility Sales  
6639 Centurion Dr, Suite 100  
Lansing MI 48917

Page 1 of 2

Office: (517) 627-4971  
[www.csiutilitysales.com](http://www.csiutilitysales.com)  
[sales@csiutilitysales.com](mailto:sales@csiutilitysales.com)



***Quote #20633-R0***

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**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10F**



February 24, 2025  
Our 96th Year**Ship To:**CITY OF STURGIS (MI)  
206 E WEST ST  
STURGIS, MI 49091-1444  
US**Bill To:**CITY OF STURGIS (MI)  
130 N NOTTAWA ST  
STURGIS, MI 49091-1433  
United StatesAttn: TYLER STARK  
Phone:  
Email: tstark@sturgismi.gov**Altec Quotation Number:** 1766291 - 1  
**Account Manager:** Nathan Alan Guetzko  
**Technical Sales Rep:** Abbott Tobin Gaddy

| <u>Item</u> | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|-------------|--|------------|--------------|
|             | <u>Unit</u>  |            |              |
| 1.          | Altec Model AT48M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: <ul style="list-style-type: none"><li>A. Ground to Bottom of Platform Height: 47.5 feet at 6.7 feet from centerline of rotation (14.48 m at 2.04 m)</li><li>B. Working Height: 52.5 feet (16.00 m)</li><li>C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 31.2 feet (at 21.9 feet platform height)</li><li>D. Upper boom extension: 110 inches</li><li>E. Continuous rotation</li><li>F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.</li><li>G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.</li><li>H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom (when retracted and 64.6 inches when extended)</li><li>I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.</li><li>J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection.<br/>Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.<br/>Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.<br/>Control Console: Non-tested non-metallic control console plate.<br/>Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not</li></ul> | 1          |              |

| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
|             | dielectrically tested, but they may provide some protection against electrical hazards.   |            |              |
| K.          | Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.  |            |              |
| L.          | Dielectric rating: Category C, 46 kV and below  |            |              |
| M.          | Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.  |            |              |
| N.          | Manuals: Two (2) Operator's and Maintenance/Parts Manuals. One(1) in printed format and one(1) in electronic format available at connect.altec.com containing instructional markings indicating hazards inherent in the operation of an aerial device.  |            |              |
| O.          | Unit meets or exceeds ANSI 92.2 standards.  |            |              |
| 2.          | Pedestal  | 1          |              |
| 3.          | Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation  | 1          |              |
| 4.          | Platform Mounted Single Handle Controls   | 1          |              |
| 5.          | Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)   | 1          |              |
| 6.          | One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position  | 1          |              |
| 7.          | Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)  | 1          |              |
| 8.          | Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating   | 1          |              |
| 9.          | Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.  | 1          |              |
| 10.         | Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers. | 1          |              |
| 11.         | Jib Stick, 36" L, non-extension, non certified, grey in color   | 1          |              |
| 12.         | Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options   | 1          |              |
| 13.         | Outriggers, Primary, Modified A-Frame, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 112" Spread, Fixed Shoe (AT48M/ME/P/PE/S/SE)  | 1          |              |
| 14.         | Auxiliary Vertical H Frame Outriggers with fixed shoe. For installation on a 30 to 34 inch chassis frame height.  | 1          |              |
| A.          | Maximum Spread: 87 inches   |            |              |
| B.          | Outrigger Motion Alarms   |            |              |
| C.          | Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed   |            |              |

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| <u>Item</u>                             | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|---|--|------------|--------------|
| 15.                                     | Winch load line swivel hook  | 1          |              |
| 16.                                     | Altec Unit Powder Painted White  | 1          |              |
| <b><u>Unit &amp; Hydraulic Acc.</u></b> |  |            |              |
| 17.                                     | Scuff Pad, 24" x 30", No Step (For use with Platform Liner)  | 1          |              |
| 18.                                     | Subbase  | 1          |              |
| 19.                                     | Electric Outrigger Controls for two (2) sets of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified. | 1          |              |
| 20.                                     | Hydraulic Reservoir, 15 Gallon, Rectangular, 22" L x 8.5" W x 24" H, and includes breather caps and dipsticks  | 1          |              |
| 21.                                     | Temperature Sight Gauge  | 1          |              |
| 22.                                     | Hydraulic Oil HVI-22 with Dye (Standard)   | 25         |              |
| 23.                                     | Standard Pump For PTO  | 1          |              |
| 24.                                     | Electric Shifted PTO   | 1          |              |
| 25.                                     | Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis   | 1          |              |
| 26.                                     | Additional Sold Stock And Global Option  | 1          |              |
|   | Automatic Boom Stow Securing System Installed On Boom Rest (Telescopic Unit)   |            |              |
| <b><u>Body</u></b>                      |  |            |              |
| 27.                                     | Altec LGSS-132-84 (81) low-side general service body with step:  | 1          |              |
| A.                                      | Steel body   |            |              |
| B.                                      | Steel structural channel crossmembers and smooth floor with ladder-style understructure  |            |              |
| C.                                      | 132 in body length   |            |              |
| D.                                      | 94 in body width   |            |              |
| E.                                      | 40 in body compartment height  |            |              |
| F.                                      | 20 in body compartment depth   |            |              |
| G.                                      | 24 in from body floor to compartment tops  |            |              |
| H.                                      | Finish paint entire body Altec white   |            |              |
| I.                                      | Undercoat applied under the body   |            |              |
| J.                                      | 5.5 in drop-in composite cargo retaining board at rear of body   |            |              |
| K.                                      | 5.5 in drop-in composite retaining board at top of side access step  |            |              |
| L.                                      | Stainless steel rotary paddle latches with locks   |            |              |
| M.                                      | Gas props on all vertical doors  |            |              |
| N.                                      | Chains on all horizontal doors   |            |              |
| O.                                      | Standard master body locking system  |            |              |
| P.                                      | Hotstick shelf extending full length of body on streetside   |            |              |
| Q.                                      | Two (2) hotstick brackets Installed on streetside  |            |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| R.          | Standard drop-down hotstick door for one (1) shelf on streetside, stainless steel slam paddle latch with keyed lock   |            |              |
| S.          | One chock holder on each side of body with retaining lip In fender panel  |            |              |
| T.          | Adhesive strip lighting (LED) around top and sides of compartment door facings  |            |              |
| U.          | 1st vertical (SS) - 34 in w - One (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4 in centers  |            |              |
| V.          | 2nd vertical (SS) - 24 in w - Two (2) adjustable shelves with removable dividers on 4 in centers  |            |              |
| W.          | 1st horizontal (SS) - 50 in w - One (1) fixed shelf with removable dividers on 4 in centers on bottom of compartment  |            |              |
| X.          | Rear vertical (SS) - 24 in w - Six (6) locking swivel hooks on an adjustable rail (1-4-1)   |            |              |
| Y.          | 1st vertical (CS) - 34 in w - One (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4 in centers  |            |              |
| Z.          | 2nd vertical (CS) - 24 in w - Gripstrut access steps with two (2) sloped grab handles, vented battery storage   |            |              |
| AA.         | 1st horizontal (CS) - 50 in w - One (1) adjustable shelf with removable dividers on 4 in centers and one (1) fixed shelf with removable dividers on 4 in centers on bottom of compartment |            |              |
| AB.         | Rear vertical (CS) - 24 in w - Six (6) locking swivel hooks on an adjustable rail (1-4-1)   |            |              |
| AC.         | Body floor cut-out for AT48M/ME/P/PE aerial device near front of body   |            |              |
| AD.         | Steel tailshelf, 29 in l x 94 in w, with rear cross storage and drop down doors, outrigger cutouts  |            |              |
| AE.         | Two (2) wire thru channels at bulkhead with cover   |            |              |
| AF.         | Underbody channels on streetside and curbside for wiring/plumbing   |            |              |

#### **Body and Chassis Accessories**

|     |   |   |
|-----|---|---|
| 28. | Underride Protection Bumper Installed At Rear   | 1 |
| 29. | Combination 2 Ball (10 000 LB MGTW) and Rigid Pintle Hitch (16 000 LB MGTW with 3 000 LB MVL), 4-Bolt, Buyers BH82000             | 1 |
| 30. | Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.  | 1 |
| 31. | Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)   | 1 |
| 32. | Platform Rest, Rigid with Rubber Tube   | 1 |
| 33. | Articulating Arm Rest for a Telescopic Unit   | 1 |
| 34. | Boom Rest for a Telescopic Unit   | 1 |
| 35. | Wood Outrigger Pad, 19" x 19" x 2.5", With Rope Handle  | 4 |
| 36. | Outrigger Pad Holder, 20" L x 20" W x 7" H, Fits 19.5" x 19.5" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer | 2 |
| 37. | Pendulum Retainers For Outrigger Pad Holders  | 2 |
| 38. | Mud Flaps With Altec Logo (Pair)  | 1 |

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| <u>Item</u>                          | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|--------------------------------------|--|------------|--------------|
| 39.                                  | Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)   | 1          |              |
| 40.                                  | Slope Indicator Assembly (Pair) For Machine With Outriggers  | 1          |              |
| 41.                                  | Safety Harness & 4.5 FT Lanyard (Medium To X-large)  | 1          |              |
| 42.                                  | Driveaway Safety Kit   | 1          |              |
| 43.                                  | Vinyl manual pouch for storage of all operator and parts manuals   | 1          |              |
| <b><u>Electrical Accessories</u></b> |  |            |              |
| 44.                                  | Compartment Lights Wired To Dash Mounted Master Switch   | 1          |              |
| 45.                                  | Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)   | 1          |              |
| 46.                                  | 4-Corner Strokes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear   | 1          |              |
| 47.                                  | Strobe Beacons, Amber LED, with Brush Guard, Installed on Post at Front of Body, One (1) Each Side (Standard) (Tecniq #K10-AAAD-1)                                       | 1          |              |
| 48.                                  | Dual Tone Back-Up With Outrigger Motion Alarm  | 1          |              |
| 49.                                  | PTO Hour Meter, Digital, with 10,000 Hour Display  | 1          |              |
| 50.                                  | 6-Way Trailer Receptacle (Pin Type) Installed At Rear  | 1          |              |
| 51.                                  | Ford Upfitter Switches (Supplied with Chassis)   | 1          |              |
| 52.                                  | Power Distribution Module (PDM-6A), 6 Accessory Circuits, CAN Signals, Installed, Chevy/International CV, Ford, Dodge  | 1          |              |
| 53.                                  | Install Chassis (OEM) Supplied Backup Camera in Final Assembly   | 1          |              |
| 54.                                  | Install secondary stowage system.  | 1          |              |
| 55.                                  | Install Remote Start/Stop system in Final Assembly.  | 1          |              |
| 56.                                  | Install Outrigger Interlock System   | 1          |              |
| 57.                                  | Heavy Duty Secondary Stowage Pump  | 1          |              |
| 58.                                  | PTO Indicator Light Installed In Cab   | 1          |              |
| <b><u>Finishing Details</u></b>      |  |            |              |
| 59.                                  | Powder Coat Unit Altec White   | 1          |              |
| 60.                                  | Finish Paint Body Accessories Above Body Floor Altec White   | 1          |              |
| 61.                                  | Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D- | 1          |              |

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| <u>Item</u> | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|-------------|--|------------|--------------|
|             | rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders. |            |              |
| 62.         | Apply Non-Skid Coating to all walking surfaces   | 1          |              |
| 63.         | English Safety And Instructional Decals  | 1          |              |
| 64.         | Vehicle Height Placard - Installed In Cab  | 1          |              |
| 65.         | Placard, HVI-22 Hydraulic Oil  | 1          |              |
| 66.         | Dielectric test unit according to ANSI requirements.   | 1          |              |
| 67.         | Stability test unit according to ANSI requirements.  | 1          |              |
| 68.         | Focus Factory Build  | 1          |              |
| 69.         | Delivery Of Completed Unit   | 1          |              |
| 70.         | Inbound Freight  | 1          |              |
| 71.         | As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch  | 1          |              |
| 72.         | Stock Unit   | 1          |              |
| 73.         | Stock Unit Sold To Customer  | 1          |              |

#### Chassis

|     |  |   |  |
|-----|--|---|--|
| 74. | Altec Supplied Chassis   | 1 |  |
| 75. | Altec Stock Chassis  | 1 |  |
| A.  | 2025 Model Year  |   |  |
| B.  | Ford F550  |   |  |
| C.  | Chassis Cab  |   |  |
| D.  | Regular Cab  |   |  |
| E.  | 4x4 Drivetrain   |   |  |
| F.  | Chassis Color - White  |   |  |
| G.  | Ford 6.7L Power Stroke Diesel                                    |   |  |
| H.  | Diesel   |   |  |
| I.  | 330 HP Engine Rating   |   |  |
| J.  | Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision) |   |  |
| K.  | Clear Cab to Axle Length - 84 inches                             |   |  |
| L.  | Wheelbase Length - 169 inches                                    |   |  |
| M.  | 19,500 LBS Gross Vehicle Weight Rating (GVWR)                    |   |  |
| N.  | 7,500 LBS Front Axle Weight Rating (FAWR)                        |   |  |
| O.  | 14,706 LBS Rear Axle Weight Rating (RAWR)                        |   |  |
| P.  | Spring Suspension  |   |  |
| Q.  | Ford E/F250-550 Single Horizontal Right Side Exhaust             |   |  |
| R.  | Hydraulic Brakes   |   |  |
| S.  | Park Brake In Rear Wheels  |   |  |
| T.  | Ford 40 Gallon Fuel Tank (Rear)                                  |   |  |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| U.          | Ford 7.2 Gallon DEF Tank (Mid Mount)  |            |              |
| V.          | Dual Rear Wheels  |            |              |
| W.          | 225/70R19.5 Front Tire (Traction)   |            |              |
| X.          | 225/70R19.5 Rear Tire (Traction)  |            |              |
| Y.          | 98R - Operator Commanded Regeneration (OCR)   |            |              |
| Z.          | 63C - Aft Axle Frame Extension  |            |              |
| AA.         | No Idle Engine Shut-Down Required   |            |              |
| AB.         | 50-State Emissions  |            |              |
| AC.         | CARB Compliant  |            |              |
| AD.         | Clean Idle Certification  |            |              |
| AE.         | AM/FM Radio   |            |              |
| AF.         | Air Conditioning  |            |              |
| AG.         | Backup Camera, OEM Supplied   |            |              |
| AH.         | Block Heater  |            |              |
| AI.         | Bluetooth   |            |              |
| AJ.         | Cruise Control  |            |              |
| AK.         | Ford SYNC   |            |              |
| AL.         | Keyless Entry   |            |              |
| AM.         | Limited Slip Rear Axle  |            |              |
| AN.         | Power Door Locks  |            |              |
| AO.         | Power Windows   |            |              |
| AP.         | 872 - Rear View Camera and Prep Kit   |            |              |
| AQ.         | Side Mirrors, Power Adjusting, Manual Folding, Manual Telescoping with Heated Glass |            |              |
| AR.         | Skid Plate  |            |              |
| AS.         | Tachometer  |            |              |
| AT.         | Tilt Steering Wheel   |            |              |
| AU.         | Trailer Brake Controller (Factory Installed)  |            |              |
| AV.         | Vinyl Split Bench Seat  |            |              |

**Additional Pricing**

|     |   |   |
|-----|---|---|
| 76. | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1 |
|-----|---|---|

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**Pricing for State of Michigan MIDeal contract # 240000000160**

|                                    |                   |
|------------------------------------|-------------------|
| <b>Unit / Body / Chassis Total</b> | <b>210,171.00</b> |
| <b>Additional Total</b>            | <b>0.00</b>       |
| <b>FET Total</b>                   | <b>0.00</b>       |
| <b>Total</b>                       | <b>210,171.00</b> |

**Altec Industries, Inc.**

BY \_\_\_\_\_

Abbott Tobin Gaddy

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**Notes:**

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Estimated Delivery: 11-12 months after receipt of order PROVIDING:  
A. Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.  
B. Customer approval drawings are returned by requested date.  
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.  
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

3 This quotation is valid until #EXPIRE\_DATE#. After this date, please contact Altec Industries, Inc. for a possible extension.

4 F.O.B. - Customer Site

5 Interest charge of 1/2% per month to be added for late payment.

6 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email [finance@altec.com](mailto:finance@altec.com) for more information.

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

9 Any payment made by a credit card may be subject to a surcharge fee.

10 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and

OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

11 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

14 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

15 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)  
Fall Protection System  
Fire extinguisher/DOT kit  
Platform Liner (When Applicable)  
Altec Sentry Training  
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

- 16 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on [www.altec.com](http://www.altec.com) for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.
- 17 **RECOMMENDED OPTIONS AND ACCESSORIES:** These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.



## Vehicle / Equipment Request and Justification Form

---

Department:

Priority:

|                    |   |
|--------------------|---|
| <b>PRIORITY 1:</b> | CRITICAL – Required to prevent a <b>critical</b> reduction in service, operating efficiency, economy, and/or safety; to protect valuable property; and/or comply with insurance or code requirements. |
| <b>PRIORITY 2:</b> | UPGRADE – Required for <b>significant upgrade</b> in service, operating efficiency, economy, and/or safety of current operations.   |
| <b>PRIORITY 3:</b> | DESIRABLE – Required to introduce <b>desirable</b> , but optional, to make minor improvements in service offering, operating efficiency, economy, and or safety.                                      |

New Vehicle/Equipment Requested:

Vehicle/Equipment Description:

Notable Upgrades or Additions:

Summary of Use or Application of Vehicle/Equipment:

Estimated Cost of New Vehicle/Equipment:

---

Does this replace an existing Vehicle/Equipment?

Recommended Disposition of Existing Vehicle/Equipment:

Year:                      Make:                      Model:

Date Purchased:                      Hours:                      Miles:

Estimated Value of Existing Vehicle/Equipment:

Maintenance / Repair History Summary:

Justification for above request:

|               |                                 |       |
|---------------|---------------------------------|-------|
| Requested by: | (Name & Title)                  | Date: |
| Approved by:  | (Motor Vehicle Committee Chair) | Date: |
| Approved by:  | (City Manager)                  | Date: |

February 24, 2025  
Our 96th Year**Ship To:**CITY OF STURGIS (MI)  
206 E WEST ST  
STURGIS, MI 49091-1444  
US**Bill To:**CITY OF STURGIS (MI)  
130 N NOTTAWA ST  
STURGIS, MI 49091-1433  
United StatesAttn: TYLER STARK  
Phone:  
Email: tstark@sturgismi.gov**Altec Quotation Number:** 1766291 - 1  
**Account Manager:** Nathan Alan Guetzko  
**Technical Sales Rep:** Abbott Tobin Gaddy

| <u>Item</u> | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|-------------|--|------------|--------------|
|             | <u>Unit</u>  |            |              |
| 1.          | Altec Model AT48M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: <ul style="list-style-type: none"><li>A. Ground to Bottom of Platform Height: 47.5 feet at 6.7 feet from centerline of rotation (14.48 m at 2.04 m)</li><li>B. Working Height: 52.5 feet (16.00 m)</li><li>C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 31.2 feet (at 21.9 feet platform height)</li><li>D. Upper boom extension: 110 inches</li><li>E. Continuous rotation</li><li>F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.</li><li>G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.</li><li>H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom (when retracted and 64.6 inches when extended)</li><li>I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.</li><li>J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection.<br/>Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.<br/>Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.<br/>Control Console: Non-tested non-metallic control console plate.<br/>Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not</li></ul> | 1          |              |

| Item | Description   | Qty | Price |
|------|---|-----|-------|
|      | dielectrically tested, but they may provide some protection against electrical hazards.   |     |       |
| K.   | Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.  |     |       |
| L.   | Dielectric rating: Category C, 46 kV and below  |     |       |
| M.   | Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.  |     |       |
| N.   | Manuals: Two (2) Operator's and Maintenance/Parts Manuals. One(1) in printed format and one(1) in electronic format available at connect.altec.com containing instructional markings indicating hazards inherent in the operation of an aerial device.  |     |       |
| O.   | Unit meets or exceeds ANSI 92.2 standards.  |     |       |
| 2.   | Pedestal  | 1   |       |
| 3.   | Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation  | 1   |       |
| 4.   | Platform Mounted Single Handle Controls   | 1   |       |
| 5.   | Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)   | 1   |       |
| 6.   | One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position  | 1   |       |
| 7.   | Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)  | 1   |       |
| 8.   | Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating   | 1   |       |
| 9.   | Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.  | 1   |       |
| 10.  | Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers. | 1   |       |
| 11.  | Jib Stick, 36" L, non-extension, non certified, grey in color   | 1   |       |
| 12.  | Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options   | 1   |       |
| 13.  | Outriggers, Primary, Modified A-Frame, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 112" Spread, Fixed Shoe (AT48M/ME/P/PE/S/SE)  | 1   |       |
| 14.  | Auxiliary Vertical H Frame Outriggers with fixed shoe. For installation on a 30 to 34 inch chassis frame height.  | 1   |       |
| A.   | Maximum Spread: 87 inches   |     |       |
| B.   | Outrigger Motion Alarms   |     |       |
| C.   | Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed   |     |       |

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| <u>Item</u>                             | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|---|--|------------|--------------|
| 15.                                     | Winch load line swivel hook  | 1          |              |
| 16.                                     | Altec Unit Powder Painted White  | 1          |              |
| <b><u>Unit &amp; Hydraulic Acc.</u></b> |  |            |              |
| 17.                                     | Scuff Pad, 24" x 30", No Step (For use with Platform Liner)  | 1          |              |
| 18.                                     | Subbase  | 1          |              |
| 19.                                     | Electric Outrigger Controls for two (2) sets of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified. | 1          |              |
| 20.                                     | Hydraulic Reservoir, 15 Gallon, Rectangular, 22" L x 8.5" W x 24" H, and includes breather caps and dipsticks  | 1          |              |
| 21.                                     | Temperature Sight Gauge  | 1          |              |
| 22.                                     | Hydraulic Oil HVI-22 with Dye (Standard)   | 25         |              |
| 23.                                     | Standard Pump For PTO  | 1          |              |
| 24.                                     | Electric Shifted PTO   | 1          |              |
| 25.                                     | Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis   | 1          |              |
| 26.                                     | Additional Sold Stock And Global Option  | 1          |              |
|   | Automatic Boom Stow Securing System Installed On Boom Rest (Telescopic Unit)   |            |              |
| <b><u>Body</u></b>                      |  |            |              |
| 27.                                     | Altec LGSS-132-84 (81) low-side general service body with step:  | 1          |              |
| A.                                      | Steel body   |            |              |
| B.                                      | Steel structural channel crossmembers and smooth floor with ladder-style understructure  |            |              |
| C.                                      | 132 in body length   |            |              |
| D.                                      | 94 in body width   |            |              |
| E.                                      | 40 in body compartment height  |            |              |
| F.                                      | 20 in body compartment depth   |            |              |
| G.                                      | 24 in from body floor to compartment tops  |            |              |
| H.                                      | Finish paint entire body Altec white   |            |              |
| I.                                      | Undercoat applied under the body   |            |              |
| J.                                      | 5.5 in drop-in composite cargo retaining board at rear of body   |            |              |
| K.                                      | 5.5 in drop-in composite retaining board at top of side access step  |            |              |
| L.                                      | Stainless steel rotary paddle latches with locks   |            |              |
| M.                                      | Gas props on all vertical doors  |            |              |
| N.                                      | Chains on all horizontal doors   |            |              |
| O.                                      | Standard master body locking system  |            |              |
| P.                                      | Hotstick shelf extending full length of body on streetside   |            |              |
| Q.                                      | Two (2) hotstick brackets Installed on streetside  |            |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| R.          | Standard drop-down hotstick door for one (1) shelf on streetside, stainless steel slam paddle latch with keyed lock   |            |              |
| S.          | One chock holder on each side of body with retaining lip In fender panel  |            |              |
| T.          | Adhesive strip lighting (LED) around top and sides of compartment door facings  |            |              |
| U.          | 1st vertical (SS) - 34 in w - One (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4 in centers  |            |              |
| V.          | 2nd vertical (SS) - 24 in w - Two (2) adjustable shelves with removable dividers on 4 in centers  |            |              |
| W.          | 1st horizontal (SS) - 50 in w - One (1) fixed shelf with removable dividers on 4 in centers on bottom of compartment  |            |              |
| X.          | Rear vertical (SS) - 24 in w - Six (6) locking swivel hooks on an adjustable rail (1-4-1)   |            |              |
| Y.          | 1st vertical (CS) - 34 in w - One (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4 in centers  |            |              |
| Z.          | 2nd vertical (CS) - 24 in w - Gripstrut access steps with two (2) sloped grab handles, vented battery storage   |            |              |
| AA.         | 1st horizontal (CS) - 50 in w - One (1) adjustable shelf with removable dividers on 4 in centers and one (1) fixed shelf with removable dividers on 4 in centers on bottom of compartment |            |              |
| AB.         | Rear vertical (CS) - 24 in w - Six (6) locking swivel hooks on an adjustable rail (1-4-1)   |            |              |
| AC.         | Body floor cut-out for AT48M/ME/P/PE aerial device near front of body   |            |              |
| AD.         | Steel tailshelf, 29 in l x 94 in w, with rear cross storage and drop down doors, outrigger cutouts  |            |              |
| AE.         | Two (2) wire thru channels at bulkhead with cover   |            |              |
| AF.         | Underbody channels on streetside and curbside for wiring/plumbing   |            |              |

#### **Body and Chassis Accessories**

|     |   |   |
|-----|---|---|
| 28. | Underride Protection Bumper Installed At Rear   | 1 |
| 29. | Combination 2 Ball (10 000 LB MGTW) and Rigid Pintle Hitch (16 000 LB MGTW with 3 000 LB MVL), 4-Bolt, Buyers BH82000             | 1 |
| 30. | Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.  | 1 |
| 31. | Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)   | 1 |
| 32. | Platform Rest, Rigid with Rubber Tube   | 1 |
| 33. | Articulating Arm Rest for a Telescopic Unit   | 1 |
| 34. | Boom Rest for a Telescopic Unit   | 1 |
| 35. | Wood Outrigger Pad, 19" x 19" x 2.5", With Rope Handle  | 4 |
| 36. | Outrigger Pad Holder, 20" L x 20" W x 7" H, Fits 19.5" x 19.5" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer | 2 |
| 37. | Pendulum Retainers For Outrigger Pad Holders  | 2 |
| 38. | Mud Flaps With Altec Logo (Pair)  | 1 |

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| <u>Item</u>                          | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|--------------------------------------|--|------------|--------------|
| 39.                                  | Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)   | 1          |              |
| 40.                                  | Slope Indicator Assembly (Pair) For Machine With Outriggers  | 1          |              |
| 41.                                  | Safety Harness & 4.5 FT Lanyard (Medium To X-large)  | 1          |              |
| 42.                                  | Driveaway Safety Kit   | 1          |              |
| 43.                                  | Vinyl manual pouch for storage of all operator and parts manuals   | 1          |              |
| <b><u>Electrical Accessories</u></b> |  |            |              |
| 44.                                  | Compartment Lights Wired To Dash Mounted Master Switch   | 1          |              |
| 45.                                  | Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)   | 1          |              |
| 46.                                  | 4-Corner Strokes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear   | 1          |              |
| 47.                                  | Strobe Beacons, Amber LED, with Brush Guard, Installed on Post at Front of Body, One (1) Each Side (Standard) (Tecniq #K10-AAAD-1)                                       | 1          |              |
| 48.                                  | Dual Tone Back-Up With Outrigger Motion Alarm  | 1          |              |
| 49.                                  | PTO Hour Meter, Digital, with 10,000 Hour Display  | 1          |              |
| 50.                                  | 6-Way Trailer Receptacle (Pin Type) Installed At Rear  | 1          |              |
| 51.                                  | Ford Upfitter Switches (Supplied with Chassis)   | 1          |              |
| 52.                                  | Power Distribution Module (PDM-6A), 6 Accessory Circuits, CAN Signals, Installed, Chevy/International CV, Ford, Dodge  | 1          |              |
| 53.                                  | Install Chassis (OEM) Supplied Backup Camera in Final Assembly   | 1          |              |
| 54.                                  | Install secondary stowage system.  | 1          |              |
| 55.                                  | Install Remote Start/Stop system in Final Assembly.  | 1          |              |
| 56.                                  | Install Outrigger Interlock System   | 1          |              |
| 57.                                  | Heavy Duty Secondary Stowage Pump  | 1          |              |
| 58.                                  | PTO Indicator Light Installed In Cab   | 1          |              |
| <b><u>Finishing Details</u></b>      |  |            |              |
| 59.                                  | Powder Coat Unit Altec White   | 1          |              |
| 60.                                  | Finish Paint Body Accessories Above Body Floor Altec White   | 1          |              |
| 61.                                  | Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D- | 1          |              |

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| <u>Item</u> | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|-------------|--|------------|--------------|
|             | rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders. |            |              |
| 62.         | Apply Non-Skid Coating to all walking surfaces   | 1          |              |
| 63.         | English Safety And Instructional Decals  | 1          |              |
| 64.         | Vehicle Height Placard - Installed In Cab  | 1          |              |
| 65.         | Placard, HVI-22 Hydraulic Oil  | 1          |              |
| 66.         | Dielectric test unit according to ANSI requirements.   | 1          |              |
| 67.         | Stability test unit according to ANSI requirements.  | 1          |              |
| 68.         | Focus Factory Build  | 1          |              |
| 69.         | Delivery Of Completed Unit   | 1          |              |
| 70.         | Inbound Freight  | 1          |              |
| 71.         | As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch  | 1          |              |
| 72.         | Stock Unit   | 1          |              |
| 73.         | Stock Unit Sold To Customer  | 1          |              |

#### Chassis

|     |  |   |  |
|-----|--|---|--|
| 74. | Altec Supplied Chassis   | 1 |  |
| 75. | Altec Stock Chassis  | 1 |  |
| A.  | 2025 Model Year  |   |  |
| B.  | Ford F550  |   |  |
| C.  | Chassis Cab  |   |  |
| D.  | Regular Cab  |   |  |
| E.  | 4x4 Drivetrain   |   |  |
| F.  | Chassis Color - White  |   |  |
| G.  | Ford 6.7L Power Stroke Diesel                                    |   |  |
| H.  | Diesel   |   |  |
| I.  | 330 HP Engine Rating   |   |  |
| J.  | Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision) |   |  |
| K.  | Clear Cab to Axle Length - 84 inches                             |   |  |
| L.  | Wheelbase Length - 169 inches                                    |   |  |
| M.  | 19,500 LBS Gross Vehicle Weight Rating (GVWR)                    |   |  |
| N.  | 7,500 LBS Front Axle Weight Rating (FAWR)                        |   |  |
| O.  | 14,706 LBS Rear Axle Weight Rating (RAWR)                        |   |  |
| P.  | Spring Suspension  |   |  |
| Q.  | Ford E/F250-550 Single Horizontal Right Side Exhaust             |   |  |
| R.  | Hydraulic Brakes   |   |  |
| S.  | Park Brake In Rear Wheels  |   |  |
| T.  | Ford 40 Gallon Fuel Tank (Rear)                                  |   |  |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| U.          | Ford 7.2 Gallon DEF Tank (Mid Mount)  |            |              |
| V.          | Dual Rear Wheels  |            |              |
| W.          | 225/70R19.5 Front Tire (Traction)   |            |              |
| X.          | 225/70R19.5 Rear Tire (Traction)  |            |              |
| Y.          | 98R - Operator Commanded Regeneration (OCR)   |            |              |
| Z.          | 63C - Aft Axle Frame Extension  |            |              |
| AA.         | No Idle Engine Shut-Down Required   |            |              |
| AB.         | 50-State Emissions  |            |              |
| AC.         | CARB Compliant  |            |              |
| AD.         | Clean Idle Certification  |            |              |
| AE.         | AM/FM Radio   |            |              |
| AF.         | Air Conditioning  |            |              |
| AG.         | Backup Camera, OEM Supplied   |            |              |
| AH.         | Block Heater  |            |              |
| AI.         | Bluetooth   |            |              |
| AJ.         | Cruise Control  |            |              |
| AK.         | Ford SYNC   |            |              |
| AL.         | Keyless Entry   |            |              |
| AM.         | Limited Slip Rear Axle  |            |              |
| AN.         | Power Door Locks  |            |              |
| AO.         | Power Windows   |            |              |
| AP.         | 872 - Rear View Camera and Prep Kit   |            |              |
| AQ.         | Side Mirrors, Power Adjusting, Manual Folding, Manual Telescoping with Heated Glass |            |              |
| AR.         | Skid Plate  |            |              |
| AS.         | Tachometer  |            |              |
| AT.         | Tilt Steering Wheel   |            |              |
| AU.         | Trailer Brake Controller (Factory Installed)  |            |              |
| AV.         | Vinyl Split Bench Seat  |            |              |

**Additional Pricing**

|     |   |   |
|-----|---|---|
| 76. | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1 |
|-----|---|---|

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**Pricing for State of Michigan MIDeal contract # 240000000160**

|                                    |                   |
|------------------------------------|-------------------|
| <b>Unit / Body / Chassis Total</b> | <b>210,171.00</b> |
| <b>Additional Total</b>            | <b>0.00</b>       |
| <b>FET Total</b>                   | <b>0.00</b>       |
| <b>Total</b>                       | <b>210,171.00</b> |

**Altec Industries, Inc.**

BY \_\_\_\_\_

Abbott Tobin Gaddy

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**Notes:**

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Estimated Delivery: 11-12 months after receipt of order PROVIDING:  
A. Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.  
B. Customer approval drawings are returned by requested date.  
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.  
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

3 This quotation is valid until #EXPIRE\_DATE#. After this date, please contact Altec Industries, Inc. for a possible extension.

4 F.O.B. - Customer Site

5 Interest charge of 1/2% per month to be added for late payment.

6 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

9 Any payment made by a credit card may be subject to a surcharge fee.

10 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and

OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

11 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

14 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

15 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)  
Fall Protection System  
Fire extinguisher/DOT kit  
Platform Liner (When Applicable)  
Altec Sentry Training  
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

- 16 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on [www.altec.com](http://www.altec.com) for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.
- 17 **RECOMMENDED OPTIONS AND ACCESSORIES:** These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.



January 17, 2025  
Our 96th Year**Ship To:**CITY OF STURGIS (MI)  
206 E WEST ST  
STURGIS, MI 49091-1444  
US**Bill To:**CITY OF STURGIS (MI)  
206 E WEST ST  
STURGIS, MI 49091-1444  
United StatesAttn: TYLER STARK  
Phone: 269-625-7218  
Email: tstark@sturgismi.gov**Altec Quotation Number:** 1207544 - 5  
**Account Manager:** Nathan Alan Guetzko  
**Technical Sales Rep:** Dasia Marie Stalder

| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
|             | <u>Unit</u>   |            |              |
| 1.          | ALTEC Model DH50E Hydraulic Derrick, built in accordance with Altec standard specifications and to include the following features: <ul style="list-style-type: none"><li>A. Maximum Sheave Height: 50.6 ft</li><li>B. Maximum Horizontal Reach: 41.0 ft</li><li>C. Maximum Digging Radius: 29.0 ft</li><li>D. Articulation: 80 degrees above horizontal to 20 degrees below horizontal</li><li>E. Winch: 15,000 pound bare drum capacity turntable winch with 8.625 diameter drum to comply with ANSI 10.31 Section 4.10.4 for synthetic rope or 15,000 pound bare drum capacity boom tip winch. High torque hydraulic motor drives a self-locking worm gear winch. Counterbalance valves on motor provide reliable load holding</li><li>F. Insulated: 46 kV and below</li><li>G. Hydraulic Overload Protection System: activates when unit is exposed to overload condition. System prevents actuation of all functions that could add to the overload condition including: -Boom Lower -Intermediate Boom Extend -Third Stage Boom Extend -Winch Raise -Auger Dig System automatically resets when overload condition is relieved.</li><li>H. Load Indicator Gauge: located at the main control panel, displays the percentage of total allowable lifting capacity being utilized. By use of this gauge, the operator is aware of the hydraulic and structural design rating of the derrick and proximity to the limits during operation.</li><li>I. Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive.</li><li>J. Continuous rotation including planetary drive rotation gearbox. With booms horizontal and fully extended, unit is able to rotate a 500 lbs load on winch line at boom tip up a 5 degree slope.</li><li>K. Electronic CAN Controls: Intuitive electronic controls with superior metering. Includes a diagnostic port which by connecting a handheld service tool, provides troubleshooting code readouts and the ability to calibrate function speeds and control sensitivity. Electric controls eliminate the risk of high pressure hose leaks near the operator and leak points are minimized throughout the machine.</li><li>L. Indicator Light Panel at Control Station(s): indicators for hot oil, change hydraulic</li></ul> | 1          |              |

| <u>Item</u> | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|-------------|--|------------|--------------|
|             | oil filter, Rotafloat active (if equipped), and check system light with diagnostic capabilities  |            |              |
| <b>M.</b>   | Proportional Hydraulic Control System: Closed Center Hydraulic control valve for boom, winch, digger and pole guide functions are operated and controlled by electro-proportional pressure reducing valves which provides full metering and feathering characteristics.  |            |              |
| <b>N.</b>   | Manual override of electronically controlled boom, winch, and digger functions at the main control valve   |            |              |
| <b>O.</b>   | Standard/Low Speed Selector: Operator can select standard or low function speed operation. When in standard mode, each function operates at normal speeds. When in low speed, the maximum operational speed of each function is slower providing finer feathering capability. The function is separate from engine throttle control.   |            |              |
| <b>P.</b>   | Remote Control Retrofitable: Control system includes single quick connect plug for quick and easy installation of radio remote control system in the field upon request (if not already equipped).   |            |              |
| <b>Q.</b>   | Hydraulic System: Closed Center hydraulic system with maximum flow of 50 gpm for simultaneous operation of multiple functions. Flow is provided by a variable displacement, pressure compensated, piston pump. This 'flow on demand' system optimizes the overall system efficiency. System is designed with compensators in each valve section for smooth transitions between functions. Maximum system pressure is 3000 psi. Because flow is provided by a single source (piston pump), maximum flow is available to any combination of functions including simultaneous operation of the boom and digger/winch functions and flow combining is not necessary. |            |              |
| <b>R.</b>   | System pressure gauges mounted on main control stations.   |            |              |
| <b>S.</b>   | Passive zone rating system with visual light indicators to show instability of unit (only when mounted on single axle chassis)   |            |              |
| <b>T.</b>   | Transferable Hydraulic Pole Guides and Steel Boom Flares at the boom tip with adjustable alignment guides. Pole guides are hydraulically powered and proportional for open, close, and tilt which provides superior performance.   |            |              |
| <b>U.</b>   | Pole Guide Tilt Interlock: Prevents the upper boom from extending when the transferrable guides are attached to the intermediate boom until the proximity sensors detect that the guides are tilted all the way up and out of the way.   |            |              |
| <b>V.</b>   | Fiberglass Boom Tip with provisions for platform attachment.   |            |              |
| <b>W.</b>   | Two-part load line attachment point on intermediate boom.  |            |              |
| <b>X.</b>   | Full capacity fiberglass upper boom is round and is fabricated using a Centrifically Cast process that provides a smooth surface finish inside and out that is easy to clean and is highly resistant to damage.  |            |              |
| <b>Y.</b>   | Boom Stow Protection System: A proximity switch on main boom detects the boom support as the boom is being stored and limits the boom down function to avoid excessive down force into the stow.   |            |              |
| <b>Z.</b>   | Auger Stow Protection: Limits the upward travel of the auger as it reaches the top of the auger stow latch to prevent an overstow condition.   |            |              |
| <b>AA.</b>  | Outrigger/Boom Interlock System: Prevents boom from being unstowed until outriggers have been at least partially deployed.   |            |              |
| <b>AB.</b>  | Back-up Alarm, installed   |            |              |
| <b>AC.</b>  | Manuals: Two (2) Operator's and Maintenance/Parts Manuals. One(1) in printed format and one(1) in electronic format available at connect.altec.com containing instructional markings indicating hazards inherent in the operation of an aerial device  |            |              |
| <b>AD.</b>  | Painted white with Altec Powder Coat Paint Process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the inside as well as outside of all   |            |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
|             | fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.  |            |              |
| <b>AE.</b>  | Unit meets or exceeds ANSI 10.31-2006. Unit serial number placard clearly states compliance.  |            |              |
| <b>AF.</b>  | Unit is designed and manufactured in facilities that are certified to meet ISO 9001 requirements.   |            |              |
| <b>2.</b>   | Electric-Hydraulic Control System: Closed Center hydraulic system with maximum flow of 50 gpm for simultaneous operation of multiple functions  | 1          |              |
| <b>A.</b>   | Flow is provided by a variable displacement, pressure compensated, piston pump.   |            |              |
| <b>B.</b>   | This 'flow on demand' system optimizes the overall system efficiency.   |            |              |
| <b>C.</b>   | System is designed with compensators in each valve section for smooth transitions between functions.  |            |              |
| <b>D.</b>   | Maximum system pressure is 3000 psi.  |            |              |
| <b>E.</b>   | Because flow is provided by a single source (piston pump), maximum flow is available to any combination of functions including simultaneous operation of the boom and digger/winch functions and flow combining is not necessary. |            |              |
| <b>3.</b>   | Rear Mount Over Rear Axle for DH  | 1          |              |
| <b>4.</b>   | 168 - Rear Mount Traditional Control Seat, installed on curb side of turntable, includes single control station   | 1          |              |
| <b>5.</b>   | Three position throttle integrated into keypad at operator control station.   | 1          |              |
| <b>6.</b>   | 31 - Foot throttle. Included when Altec Opti-View Control Seat is selected.   | 1          |              |
| <b>7.</b>   | No hard wired upper controls and NO TOOL CIRCUIT at boom tip  | 1          |              |
| <b>8.</b>   | Radio Remote Lower Controls (Traditional/Hetronic)  | 1          |              |
| <b>9.</b>   | Radio Remote Control Layout: COUNTER-CLOCKWISE, push lever to Right rotates boom Counter-Clockwise  | 1          |              |
| <b>10.</b>  | Audible HOP Indicator   | 1          |              |
| <b>11.</b>  | 8 - Turntable Winch   | 1          |              |
| <b>12.</b>  | 11 - Normal winch speed (15,000 lbs)  | 1          |              |
| <b>13.</b>  | 94 - Digger, Two-Speed Mechanical Shift, 12,000 ft-lbs, includes all of the components necessary to operate digger, installed   | 1          |              |
| <b>14.</b>  | 2.63 in Hex Output Shaft With 2.63 in Hex Extension Shaft   | 1          |              |
| <b>15.</b>  | 88 - Digger - right-hand storage, viewing from boom tip - streetside for rear and corner mount, curbside for behind cab mount - normal. Includes Auger Overstow Protection System   | 1          |              |
| <b>16.</b>  | Dedicated digger shake command that provides rapid dig/clean reversing function for quick and convenient auger cleaning.  | 1          |              |
| <b>17.</b>  | 175 - ANSI use criteria, Digger Derrick use only (no Personnel Handling)  | 1          |              |

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| <u>Item</u>                             | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|---|---|------------|--------------|
| 18.                                     | Pole Guides for 24.00 in Dia Pole Maximum   | 1          |              |
| 19.                                     | No Derrick Tong Protectors  | 1          |              |
| 20.                                     | Altec Electronic Side Load Protection (eSLP) - includes indicator gauge and lamp                    | 1          |              |
| 21.                                     | No Zone Rating System   | 1          |              |
| 22.                                     | Electric Over Hydraulic Outrigger Controls  | 1          |              |
| 23.                                     | 451 - Outriggers, A-Frame, Folding Shoe, 153" Max Spread, approx. 1325 lbs installed                | 1          |              |
| 24.                                     | 451 - Outriggers, A-Frame, Folding Shoe, 153" Max Spread, approx. 1325 lbs installed                | 1          |              |
| 25.                                     | Powder coat unit Altec White.   | 1          |              |
| 26.                                     | 999 - Boom Out of Stow Indicator  | 1          |              |
| 27.                                     | Additional Unit Option<br>Vinyl Cover For Control Panel   | 1          |              |
| 28.                                     | 999 - Boom Out of Stow Indicator For Lower Boom   | 1          |              |
| <b><u>Unit &amp; Hydraulic Acc.</u></b> |   |            |              |
| 29.                                     | Carbide Teeth Auger 18 Inch DIA With 2-5/8 In ch Hex X 104 Inch L (Painted Black)                   | 1          |              |
| 30.                                     | Winch Rope For Turntable Winch 130 Ft Long x 1.13 Inch Dia  | 1          |              |
| 31.                                     | Load Line Swivel Hook 8-1/2 In Ton  | 1          |              |
| 32.                                     | DH Series Derrick Subbase (Rigid)   | 1          |              |
| 33.                                     | Insert Center Section Storage Stop at Custom Depth<br>Stop to be at 114" from rear (9.5')           | 1          |              |
| 34.                                     | Insert Subbase Side Tube Storage Stop for Both Tubes at Custom Depth<br>Stops to be at 8'-6"        | 1          |              |
| 35.                                     | Subbase Storage With Drop Down Door (Paddle Latch) At Rear Notched for Tool Storage, 8 Inch High    | 1          |              |
| 36.                                     | Subbase Storage Custom Option 1<br>To have length wise divider in the center section at 10" from CS | 1          |              |
| 37.                                     | 60 Gallon Reservoir, Sight/Temperature Gauge, SAE Fittings<br>Altec's recommended location          | 1          |              |
| 38.                                     | Hydraulic Reservoir Guard Custom Option 1<br>Reservoir Guard for 60 Gallon Tank<br>- PN:990758392   | 1          |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| 39.         | Hydraulic Oil, Cold Weather, Kendall Glacial Blu (Meets MilSpec 5606)   | 75         |              |
| 40.         | Pump - Right-Hand Rotation 95CC Pressure Compensated (Automatic Transmission)   | 1          |              |
| 41.         | Muncie PTO  | 1          |              |
| 42.         | Hot Shift PTO (for Automatic Transmission)  | 1          |              |
| 43.         | Altec PTO/Transmission Functionality with Winch Recovery and First Gear Hold for Allison Automatic Transmissions:<br>-Once the PTO switch is on, and transmission is in first, neutral, or reverse the PTO will engage.<br>-When the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced into neutral.<br>-PTO will disengage when RPM limits are exceeded (chassis speed of approximately 5 mph).<br>-When the winch controls are activated, the transmission will not shift into another gear. PTO will remain engaged until the operator de-activates the PTO switch. | 1          |              |
| 44.         | Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.   | 1          |              |
| 45.         | Front Hydraulic Winch, Braden PD35A, 35,000 LB, Single Speed, Braden Bumper Package, CS Extended Shaft, Dual Tool Boxes. Includes emergency stop switch mounted near winch, with indicator light in cab.  | 1          |              |
| 46.         | Winch Cable, IWRC 6 X 36, 3/4 Inch Dia, 175 Ft L  | 1          |              |
| 47.         | Quick Hook 10 Ton<br><br>Wide mouth type  | 1          |              |
| 48.         | Winch Control for Front Bumper on E-Series, Base Selection, Includes Keypad at Bumper with Front Bumper Winch Pay-In/Payout, Engine Start/Stop, Engine Throttle and Station-Select, Non-Meterable   | 1          |              |
| 49.         | Winch Control for Front Bumper on E-Series Derricks, Adds Joystick at Bumper, Meterable   | 1          |              |
| 50.         | Winch/Capstan Control on E-Series Derricks, Additional Control with Joystick in Cab, Meterable  | 1          |              |
| 51.         | Cathead General Purpose Capstan Head (Ductile Iron)   | 1          |              |
| 52.         | Storage Bracket for Collapsible Reel (CR Reel), Fold-Over, Typically Mounts on Front Bumper (Altec Preferred)   | 1          |              |
| 53.         | Collapsible Reel (CR Reel) (Utility Tool And Body Co. #176-A-78)  | 1          |              |
| 54.         | Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.   | 1          |              |

| <u>Item</u>        | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|--------------------|--|------------|--------------|
| 55.                | Install Tool Circuit For Hose Reel Below Rotation (Male Pressure, Female Return)   | 1          |              |
| 56.                | 50 Ft Non-Conductive Hose Kit, Orange, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return) (Industry Preferred)  | 1          |              |
| 57.                | Hydraulic Pole Puller, 5/8 Inch Chain, Puller Plate (Seabee #PD-2784)  | 1          |              |
| 58.                | Storage Bracket for Hydraulic Pole Puller  | 1          |              |
|                    | Install on curbside front outrigger  |            |              |
| 59.                | Hydraulic Hose Reel, Spring Loaded, Hannay N616 Series, 50 Ft Hose Capacity (Standard) (Cannot Be Mounted Horizontally)  | 1          |              |
|                    | Installed at curbside rear corner of flatbed with payout to rear   |            |              |
| 60.                | Unit Installation Components.  | 1          |              |
| 61.                | Additional Unit/Hydraulic Accessory  | 1          |              |
|                    | 10K 2 5/8" screw anchor kit<br>- PN 900096155  |            |              |
| <b><u>Body</u></b> |  |            |              |
| 62.                | Altec Body   | 1          |              |
| 63.                | Steel Body   | 1          |              |
| 64.                | Platform/Flatbed   | 1          |              |
| 65.                | Finish Paint Flatbed Altec White   | 1          |              |
| 66.                | Undercoat Body   | 1          |              |
| 67.                | E-Coat Body  | 1          |              |
| 68.                | 160" Estimated Flatbed Length (Engineering To Determine Final Length)  | 1          |              |
| 69.                | 9/64" (10 Gauge) Smooth Galvanneal Floor   | 1          |              |
| 70.                | 96" Body Width   | 1          |              |
| 71.                | 4 Inch High Flatbed (No Cross Storage Available)   | 1          |              |
| 72.                | 2 x 6 Drop-In Composite Retaining Board At Top Of Side Access  | 1          |              |
| 73.                | 3" High Steel Flatbar Retaining Rails, Corners Notched For Clean-Out   | 1          |              |
| 74.                | Gripstrut (Preferred) Recessed Flatbed Curbside (Preferred) Access Steps With One (1) U-Shaped Grab Handles (The Second Grab Handle Will To Be Mounted On Rear Panel Of The T-Box/Saddlebox) | 1          |              |
| 75.                | Flatbed shipping channel   | 1          |              |
| 76.                | Light Channels Installed At Rear Of Flatbed  | 1          |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| 77.         | Notch Outside Rails for Tire Clearance as Needed  | 1          |              |
| 78.         | Outrigger Cutout Required   | 1          |              |
| 79.         | Unit Cutout Required  | 1          |              |
| 80.         | Altec T-Box/Saddle Box  | 1          |              |
| 81.         | Steel T-Box/Saddle Box  | 1          |              |
| 82.         | T-Box/S-Box Is To Be Built In Accordance With The Following Altec Standard Specifications:  | 1          |              |
|             | A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.   |            |              |
|             | B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. |            |              |
|             | C. Heavy-Gauge Welded Steel Frame Construction With Structural Channel Crossmembers.  |            |              |
|             | D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.  |            |              |
|             | E. Steel Treated For Improved Primer Bond And Rust Resistance.  |            |              |
|             | F. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.   |            |              |
|             | G. B-Line Channel Installed In Compartments   |            |              |
| 83.         | Smooth galvanneal steel floor   | 1          |              |
| 84.         | S-48 Saddle Box   | 1          |              |
| 85.         | Finish Paint T-Box/Saddle Box Altec White   | 1          |              |
| 86.         | Clear Coat Body   | 1          |              |
| 87.         | Undercoat T-Box/Saddle Box  | 1          |              |
| 88.         | E-Coat Body (T-Box/Saddle Box)  | 1          |              |
| 89.         | 48" Overall Body Length   | 1          |              |
| 90.         | 96" Body Width  | 1          |              |
| 91.         | 46" Body Compartment Height   | 1          |              |
| 92.         | 18" Body Compartment Depth  | 1          |              |
| 93.         | Smooth Compartment Tops For Entire Body   | 1          |              |
| 94.         | Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings  | 4          |              |
| 95.         | Stainless Steel Rotary Paddle Latches With Keyed Locks  | 4          |              |
| 96.         | All Locks Keyed Alike Including Accessories (Preferred Option)  | 1          |              |
| 97.         | Standard Master Body Locking System   | 4          |              |
| 98.         | Gas Prop Rigid Door Holders On All Vertical Doors   | 1          |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| 99.         | Standard Doors With Door Post(s) And Partitions Between Compartments  | 1          |              |
| 100.        | 1st Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Left Wall)  | 2          |              |
| 101.        | 1st Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Rear Wall)  | 2          |              |
| 102.        | 1st Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Right Wall)   | 2          |              |
| 103.        | 2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers  | 4          |              |
| 104.        | 1st Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Left Wall  | 2          |              |
| 105.        | 1st Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Rear Wall  | 2          |              |
| 106.        | 1st Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Right Wall   | 2          |              |
| 107.        | 2nd Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers  | 4          |              |
| 108.        | 2nd Vertical (CS) - Louvered Panel On Rear Wall To Ventilate Compartment  | 1          |              |
| 109.        | 2nd Vertical (CS) - Inverter Storage Inside Of Body Compartment With Guard, Louvered Panel On Rear Wall To Ventilate Compartment, And Provisions For Remote GFCI Receptacle (Mounted On Top Shelf Unless Otherwise Specified)   | 1          |              |
| 110.        | D-Ring Recessed In Body Floor 360 Degree Rotation<br><br>Installed evenly spaced in flatbed<br>- Ref DJ 58462749  | 9          |              |
| 111.        | Small Steel Grab Handle Installed At Rear<br><br>Small Grab Handle<br>- Install streetside rear<br>- To be flush against the steel retention oriented in width wise fashion<br>- To be bolt on  | 1          |              |
| 112.        | Steel Top Opening Storage Box, One (1) Gripstrut Lid, Gas Props, Hasp Lock, Handle Parallel To Ground And Centered (2 Handles for Boxes Greater Than 108")<br><br>Top Boxes<br>- Install one each side on top of compartments<br>- Approx. 48" long x 18: wide x 14" high<br>- Vented | 2          |              |
| 113.        | Custom outrigger pad holder<br><br>Outrigger Pad Holders<br>- 25"L x 25"W x 3"H<br>- Steel<br>- To be 5" at rear of pad holders (sloped)<br>- To have bottom washout holes<br>- To have 3/4" lip retainer<br>- Install under first verticals  | 2          |              |
| 114.        | Additional Body Option<br><br>All hooks on a fixed rail to be installed as high as possible   | 1          |              |

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| <u>Item</u>                                | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|--|---|------------|--------------|
| <b><u>Body and Chassis Accessories</u></b> |   |            |              |
| 115.                                       | Set of Safety Chain D-Rings   | 1          |              |
| 116.                                       | Rigid Style Pintle Hitch (45,000 LB MGTW with 6,000 LB MVL), 4-Bolt Face Mount, Premier 240 - Hitch Only, Mounting to be Designed by Engineering        | 1          |              |
|  | Pintle Hitch  |            |              |
|  | -Include frame reinforcement  |            |              |
|  | -Pintle to have secondary latching  |            |              |
| 117.                                       | Underride Protection Bumper, Installed at Rear  | 1          |              |
| 118.                                       | Eyebolt for Trailer Breakaway Cable, 3/8 Inch   | 1          |              |
| 119.                                       | Pair of Tow Hooks (20 000 LB Rating Each) (Not Chassis Supplied)  | 1          |              |
| 120.                                       | Glad Hands at Rear, Straight (Standard) (Includes Dust Covers)  | 1          |              |
| 121.                                       | Install Interim (Toe) Step(s) at Rear As Needed   | 1          |              |
|  | Toe Step  |            |              |
|  | - Install as far to the streetside as possible under the brake light  |            |              |
|  | - Not to be in the way when climbing up the access steps at rear  |            |              |
| 122.                                       | Rear Access Steps Option 1  | 1          |              |
|  | Rubber Belted Double Step   |            |              |
|  | - Installed at streetside rear  |            |              |
|  | - To be approx. 18" from ground   |            |              |
|  | - Reinforce against the ICC bumper for increased rigidity   |            |              |
| 123.                                       | Rubber Belted Step, 12 H 7 D 24 W, Steel, Mounted Beneath Side Access Steps (Installed to Extend Approx. 2 Outward)                                     | 1          |              |
|  | Double up rubber on each side for rigidity  |            |              |
| 124.                                       | Secondary Boom Saddle for Offset Stowing of Derrick Due to Pole Rack  | 1          |              |
| 125.                                       | Pole Rack Option 1  | 1          |              |
|  | Pole Rack   |            |              |
|  | - To include four ratchet strap tie downs, two at front and two at rear with one inboard and one outboard of each bunk, installed on streetside of body |            |              |
|  | - The inboard ratchets to be a hand ratchet type  |            |              |
|  | - Outboard ratchets to be semi style  |            |              |
|  | - Tie downs to be used from inside cargo area   |            |              |
|  | - Rear pole support to clear operators platform   |            |              |
|  | - Provide five spikes on bottom of each bunk so pole will not slide   |            |              |
|  | - Include semi style ratchet bar and holder   |            |              |
| 126.                                       | Mounting Brackets for Lights, Located on Lower Boom Rest  | 1          |              |
| 127.                                       | Lower Boom Rest   | 1          |              |

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| <u>Item</u> | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|-------------|--|------------|--------------|
| 128.        | Outrigger Pads Option 1<br><br>Outrigger Pads<br>- Outdoors For Life brand<br>- 22" x 24" x 1"<br>- Pads to be yellow in color<br>- To have City of Sturgis stamped into them  | 4          |              |
| 129.        | Pendulum Retainers for Outrigger Pad Holders   | 2          |              |
| 130.        | Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Industry Preferred)  | 2          |              |
| 131.        | Wheel Chock Holders (Pair), For Installation Under Flatbed   | 2          |              |
| 132.        | Mud Flaps with Altec Logo (Pair)<br><br>Mud Flaps<br>- Install one pair behind rear wheels<br>- Not to interfere with rearward backing<br>- Install one pair in front of rear wheels with bottom of mud flap to be approx. 11" from ground               | 2          |              |
| 133.        | Anti-Sail Mud Flap Brackets (Pair)<br><br>Install on front pair of mudflaps  | 1          |              |
| 134.        | Cone Holder And Accessories Option 1<br><br>Cone Holder<br>- Hoop style<br>- Install offset at streetside of front bumper winch to avoid interference with front winch 4-way roller<br>- To accommodate six 24" cones                                    | 1          |              |
| 135.        | Wire Reel Storage Bracket Option 1<br><br>Copper Wire Reel Holder<br>- To hold 3 copper wire reels<br>- Install under access step to platform<br>- To have an axle so that each of the three spools can be replaced individually<br>- Payout to curbside | 1          |              |
| 136.        | Hydraulic Front Drive Axle, Third Party Installed<br><br>Fontaine  | 1          |              |
| 137.        | 10 LB Fire Extinguisher with Heavy Duty Bracket, Installed Per DEPS 042 (Amerex #B456)<br><br>Install on rear of body streetside   | 1          |              |
| 138.        | Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042<br><br>Installed behind passenger's seat  | 1          |              |
| 139.        | Slope Indicator Assembly (Pair) for Machine with Outrigger   | 1          |              |

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| <u>Item</u>                          | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|--------------------------------------|---|------------|--------------|
| 140.                                 | Vinyl Manual Pouch for Storage of All Operator and Parts Manuals  | 1          |              |
| 141.                                 | Vise Mounting Bracket, 2 Square Tube Horizontal Receiver Type with 9 x 9 Mounting Plate                             | 1          |              |
|                                      | Install at rear to the streetside of center and inboard of the access steps   |            |              |
| <b><u>Electrical Accessories</u></b> |   |            |              |
| 142.                                 | Compartment Lights Wired to Dash Mounted Master Switch in Chassis Cab   | 1          |              |
| 143.                                 | Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)   | 1          |              |
| 144.                                 | Strobe Light Option   | 2          |              |
|                                      | Strobes   |            |              |
|                                      | - Whelen Model L31HAF   |            |              |
|                                      | - One light installed each side of boom rest  |            |              |
|                                      | - To include branch guards L360BGB  |            |              |
|                                      | - To be visible from the front and rear of the vehicle  |            |              |
|                                      | - Upper strobes to have a separate toggle switch  |            |              |
| 145.                                 | Corner Strobe Systems Option  | 1          |              |
|                                      | Four Corner Strobes   |            |              |
|                                      | - Two Whelen 2FA00ZAR 4" Round LED Amber Strobes, installed in rear light channel                                   |            |              |
|                                      | - Two Whelen LAW2AA LED Amber Strobe Capsules, installed in grill half way up                                       |            |              |
|                                      | - Wired to dash mounted switch  |            |              |
| 146.                                 | Strobe Lights Wired Battery Hot   | 1          |              |
| 147.                                 | Spot/Flood Light (LED) Option   | 1          |              |
|                                      | Betts Light   |            |              |
|                                      | - Installed on boom rest to light cargo area  |            |              |
|                                      | - Betts 325503  |            |              |
| 148.                                 | Auxiliary Lighting Wired Ignition Hot   | 1          |              |
| 149.                                 | Dual Tone Backup Alarm With Outtrigger Motion Alarm   | 1          |              |
| 150.                                 | Self Adjusting Backup Alarm, Adjusts Between 87-112 DB  | 1          |              |
| 151.                                 | Altec Standard Multi-Point Grounding System   | 6          |              |
| 152.                                 | Grounding Reel, Automatic Retracting, Aeromotive #GR1000L - Holds #2/0 GA Cable (Max 50 Ft)                         | 1          |              |
|                                      | Install at curbside rear with payout to curbside  |            |              |
| 153.                                 | Grounding Cable, #2/0 GA, Yellow Jacketed (Specify Length In Feet)  | 50         |              |
| 154.                                 | Grounding Clamp, Aluminum C-Clamp Style With Serrated Jaws (Includes Ferrule And Heat Shrink Tubing), #2/0 GA Cable | 1          |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| 155.        | Backup Camera System Option<br><br>Voyager Backup Camera With Dash Mounted Display<br>- VOM74WP Voyager 7" heavy duty LCD monitor sealed/weatherproof, has three camera inputs<br>- VCCS150-Boyager CCD Color block style camera, 150 degree diagonal view<br>- IR and LED assisted light (night vision)<br>- CEC34 34FT camera to LCD monitor cable<br>- 72704 Panavise 4" single cellular mount | 1          |              |
| 156.        | PTO Hour Meter, Digital, With 10 000 Hour Display   | 1          |              |
| 157.        | 7-Way Trailer Receptacle (Pin Type) Installed At Rear   | 1          |              |
| 158.        | Relocate Trailer Receptacle Supplied With Chassis   | 1          |              |
| 159.        | Altec Standard Trailer Plug Wiring  | 1          |              |
| 160.        | Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches  | 1          |              |
| 161.        | Inverter, Samlex 3000W 120V Pure Sine Wave Output, Hardwired to Outlets and 12VDC input. (Model EVO-3012)<br><br>Install in curbside 2nd vertical   | 1          |              |
| 162.        | Inverter Wired Ignition Hot with Switch Near the Inverter   | 1          |              |
| 163.        | Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure<br><br>Install near inverter  | 2          |              |
| 164.        | Electrical Receptacles, 12 Volt (Cigarette Lighter Style), Non-Weatherproof, Triple Bank (3 Gang)<br><br>Install centered under dash  | 1          |              |
| 165.        | 12 Volt Electrical Receptacle(s) Wired Battery Hot  | 1          |              |
| 166.        | Pre-Wire Power Distribution Module (PDM-10), 10 Accessory Circuits, CAN Signals, Installed  | 1          |              |
| 167.        | Controls Installed At Tailshelf, Outrigger Controls, Includes E-Stop, E-Series  | 1          |              |
| 168.        | One Emergency Stop Located at Ground Level Installed at the Rear of the Vehicle   | 1          |              |
| 169.        | Install Outrigger Interlock System In Final Assembly  | 1          |              |
| 170.        | Cab Interior Light, LED, Dome Style, Red Or White (Specify Color Preference)<br><br>Cab Interior Light<br>- Install centered on cab roof and toward rear of cab<br>- Ensure head will not hit it when entering truck cab<br>- Wire battery hot  | 1          |              |
| 171.        | Boom Out Of Stow Indicator With Magnetic Proximity Switch. Proximity switch installed on the boom rest. Indicator light installed in the chassis cab to illuminate when the unit is   | 1          |              |

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| <u>Item</u>                     | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|---------------------------------|---|------------|--------------|
|                                 | out of the rest.  |            |              |
| 172.                            | Install Altec Telematics Control Unit (TCU) (Verizon), Includes In-Cab Antenna  | 1          |              |
| 173.                            | Additional Electrical Accessory   | 1          |              |
|                                 | Radio remote docking station in cab with out of stow light on dash  |            |              |
| 174.                            | Additional Electrical Accessory   | 1          |              |
|                                 | Rubber Boots  |            |              |
|                                 | - To be on any toggle switches at rear  |            |              |
| <b><u>Finishing Details</u></b> |   |            |              |
| 175.                            | Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards) | 1          |              |
| 176.                            | Powder Coat Unit Altec White  | 1          |              |
| 177.                            | Finish Paint Body Accessories Above Body Floor Altec White  | 1          |              |
| 178.                            | Include Aggregate In Heavy Duty Cargo Coating (Specify Location)  | 1          |              |
|                                 | Add to gatorhyde on walking surfaces  |            |              |
| 179.                            | Heavy Duty Cargo Coating, Gator Hyde  | 1          |              |
|                                 | Front of body   |            |              |
|                                 | - Exterior outrigger housings   |            |              |
|                                 | - Boom rest   |            |              |
|                                 | - Pole rack   |            |              |
|                                 | - Cargo floor   |            |              |
|                                 | - Inside 1st and 2nd verticals, on bottom and up walls approx. 10"  |            |              |
|                                 | - Top of side packs and walking surfaces  |            |              |
|                                 | - Access walkway  |            |              |
|                                 | - Tailshelf   |            |              |
|                                 | - Top/sides/rear of pintle hook channel   |            |              |
|                                 | - ICC bumper  |            |              |
|                                 | - Inside and outside of both top mounted boxes  |            |              |
|                                 | - Outside of DEF tank   |            |              |
|                                 | - Outside of chassis battery box  |            |              |
|                                 | - Base of pedestal up to 1" below welds   |            |              |
|                                 | - Chock holders   |            |              |
|                                 | - Wheel well area between mud flaps   |            |              |
|                                 | - NO GRIPSTRUT  |            |              |
| 180.                            | Safety and Instructional Decals English   | 1          |              |
| 181.                            | Vehicle Height Placard Installed In Cab DEPS 002  | 1          |              |
| 182.                            | Kendall Glacial Blu Hydraulic Oil Placard   | 1          |              |

| <u>Item</u>           | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-----------------------|---|------------|--------------|
| 183.                  | DOT Certification Required<br>City of Sturgis   | 1          |              |
| 184.                  | Dielectric Test Unit According to ANSI Requirements   | 1          |              |
| 185.                  | Stability Test Unit According to ANSI Requirements  | 1          |              |
| 186.                  | Focus Factory Build   | 1          |              |
| 187.                  | Delivery Of Completed Unit  | 1          |              |
| 188.                  | Inbound Freight   | 1          |              |
| 189.                  | As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)                                      | 1          |              |
| 190.                  | Completed Test Forms To Be Included In The Manual Pouch:<br>-Stability Test Form<br>-Dielectric Test Form (For Insulated Units) | 1          |              |
| 191.                  | Pre-delivery/Customer Validation Inspection Required - Onsite   | 1          |              |
| <b><u>Chassis</u></b> |   |            |              |
| 192.                  | Altec Supplied Chassis  | 1          |              |
| 193.                  | Chassis   | 1          |              |
| 194.                  | 2026 Model Year   | 1          |              |
| 195.                  | International HV607   | 1          |              |
| 196.                  | Dual Rear Wheel   | 1          |              |
| 197.                  | Set Back Axle   | 1          |              |
| 198.                  | 6x4 Tandem Axle   | 1          |              |
| 199.                  | Chassis Cab   | 1          |              |
| 200.                  | Regular Cab   | 1          |              |
| 201.                  | Chassis Color - White NAV9036   | 1          |              |
| 202.                  | Front Frame Extensions  | 1          |              |
| 203.                  | Air Horn Under Cab  | 1          |              |
| 204.                  | Classic Hood  | 1          |              |
| 205.                  | AM/FM Radio   | 1          |              |
| 206.                  | Trailer Air Brake Package   | 1          |              |
| 207.                  | Cruise Control  | 1          |              |

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|-------------|--|------------|--------------|
| 208.        | Power Door Locks   | 1          |              |
| 209.        | Power Windows  | 1          |              |
| 210.        | 120 Clear CA (Round To Next Whole Number)  | 1          |              |
| 211.        | Chassis Wheelbase Length - 191 inch  | 1          |              |
| 212.        | GVWR 54,000 LBS  | 1          |              |
| 213.        | 14,000 LBS Front GAWR  | 1          |              |
| 214.        | 40,000 LBS Rear GAWR   | 1          |              |
| 215.        | Spring Suspension  | 1          |              |
| 216.        | Cummins L9   | 1          |              |
| 217.        | Diesel   | 1          |              |
| 218.        | 330 HP Engine Rating   | 1          |              |
| 219.        | Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)  | 1          |              |
| 220.        | 15SXJ - International 50 Gallon Fuel Tank Non-Polished (Under Cab Left Hand)   | 1          |              |
| 221.        | 15WCN - International 5 Gallon DEF Tank (Under Cab Left Hand)  | 1          |              |
| 222.        | 07BLW - International Exhaust (Right-Horizontal-Undercab-Vertical) (Cummins Engine Only) - Rear Wheel Drive Applications               | 1          |              |
| 223.        | No CARB Clean Idle Certification Required  | 1          |              |
| 224.        | EPA Clean Idle Certification   | 1          |              |
| 225.        | EPA Emissions  | 1          |              |
| 226.        | Air Brakes   | 1          |              |
| 227.        | Park Brake In Rear Wheels  | 1          |              |
| 228.        | Battery Under Cab Left Hand  | 1          |              |
| 229.        | 12XBM - International PTO Throttle Wiring For Cummins B6.7 and L9  | 1          |              |
| 230.        | 16XJV - International Dash Cutout for Switch Panel   | 1          |              |
| 231.        | International - 12THT Fan Drive - Horton Drivemaster Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed | 1          |              |
| 232.        | International - Disallow Regen while in PTO mode (13WEV)   | 1          |              |
| 233.        | International - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (08HAH)            | 1          |              |
| 234.        | International - Trailer Auxiliary Feed Circuit For Trailer ABS (08TKK)   | 1          |              |

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|-------------|---|------------|--------------|
| 235.        | International Heavy Duty Tail Light Wiring (08HAB)  | 1          |              |
| 236.        | International Transmission Dipstick Tube Enters Curbside of Transmission (13WGH)  | 1          |              |
| 237.        | International - Pre-Wire Chassis with Cab Pass-Thru (8HBE)  | 1          |              |
| 238.        | Air Ride Drivers Seat   | 1          |              |
| 239.        | Air Ride Passenger Seat   | 1          |              |
| 240.        | Hydraulic Front Drive Axle<br>EZ Trac   | 1          |              |
| 241.        | Additional Chassis Option<br><br>Install main battery disconnect inside cab on driver's side floor as entering cab next to seat | 1          |              |

#### Additional Pricing

|      |   |   |  |
|------|---|---|--|
| 242. | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1 |  |
| 243. | Federal Excise Tax Item: If provided, Quote subtotal is an Estimate only. Final determined at invoicing.  | 1 |  |

#### Miscellaneous

|      |   |   |  |
|------|---|---|--|
| 244. | Non-CARB Registered State   | 1 |  |
| 245. | Altec Insights for E-Series Derricks: 12-months of access, from date of inservice, to Altec Insights, which provides safety and performance insights for E-Series Derrick models. This content is managed and delivered through your Altec Connect account and includes configurable email and text message notifications. Access is for the first owner, non-transferrable, and non-refundable. Terms and exclusions apply (e.g., Terms and Conditions, and Warranty). | 1 |  |

Pricing for State of Michigan MIDEAL contract # 240000000160

|                             |            |
|-----------------------------|------------|
| Unit / Body / Chassis Total | 443,333.00 |
| Additional Total            | 0.00       |
| FET Total                   | 0.00       |
| Total                       | 443,333.00 |

Altec Industries, Inc.

BY \_\_\_\_\_

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Dasia Marie Stalder

**Notes:**

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Estimated Delivery: 69-72 months after receipt of order PROVIDING:  
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.  
B. Customer approval drawings are returned by requested date.  
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.  
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

3 This quotation is valid until JAN 28,2025. After this date, please contact Altec Industries, Inc. for a possible extension.

4 F.O.B. - Customer Site

5 Interest charge of 1/2% per month to be added for late payment.

6 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

7 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email [finance@altec.com](mailto:finance@altec.com) for more information.

8 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

9 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

10 Any payment made by a credit card may be subject to a surcharge fee.

11 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the

initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

12 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

13 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

14 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

15 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

16 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)  
Fall Protection System  
Fire extinguisher/DOT kit  
Platform Liner (When Applicable)  
Altec Sentry Training  
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

- 17 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on [www.altec.com](http://www.altec.com) for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.
- 18 This vehicle is subject to 12% Federal Excise Tax (F.E.T.) on the price of the cab and chassis, chassis aftermarket items, body, and on any applicable accessories.
- 19 Please direct all questions to Nathan Alan Guetzko at (317) 872-3460



## Vehicle / Equipment Request and Justification Form

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Department:

Priority:

|                    |   |
|--------------------|---|
| <b>PRIORITY 1:</b> | CRITICAL – Required to prevent a <b>critical</b> reduction in service, operating efficiency, economy, and/or safety; to protect valuable property; and/or comply with insurance or code requirements. |
| <b>PRIORITY 2:</b> | UPGRADE – Required for <b>significant upgrade</b> in service, operating efficiency, economy, and/or safety of current operations.   |
| <b>PRIORITY 3:</b> | DESIRABLE – Required to introduce <b>desirable</b> , but optional, to make minor improvements in service offering, operating efficiency, economy, and or safety.                                      |

New Vehicle/Equipment Requested:

Vehicle/Equipment Description:

Notable Upgrades or Additions:

Summary of Use or Application of Vehicle/Equipment:

Estimated Cost of New Vehicle/Equipment:

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Does this replace an existing Vehicle/Equipment?

Recommended Disposition of Existing Vehicle/Equipment:

Year:                      Make:                      Model:

Date Purchased:                      Hours:                      Miles:

Estimated Value of Existing Vehicle/Equipment:

Maintenance / Repair History Summary:

Justification for above request:

|               |                                 |       |
|---------------|---------------------------------|-------|
| Requested by: | (Name & Title)                  | Date: |
| Approved by:  | (Motor Vehicle Committee Chair) | Date: |
| Approved by:  | (City Manager)                  | Date: |

January 17, 2025  
Our 96th Year

**Ship To:**

CITY OF STURGIS (MI)  
206 E WEST ST  
STURGIS, MI 49091-1444  
US

**Bill To:**

CITY OF STURGIS (MI)  
206 E WEST ST  
STURGIS, MI 49091-1444  
United States

Attn: TYLER STARK  
Phone: 269-625-7218  
Email: tstark@sturgismi.gov

**Altec Quotation Number:** 1207544 - 5  
**Account Manager:** Nathan Alan Guetzko  
**Technical Sales Rep:** Dasia Marie Stalder

| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
|             | <u>Unit</u>   |            |              |
| 1.          | ALTEC Model DH50E Hydraulic Derrick, built in accordance with Altec standard specifications and to include the following features: <ul style="list-style-type: none"><li>A. Maximum Sheave Height: 50.6 ft</li><li>B. Maximum Horizontal Reach: 41.0 ft</li><li>C. Maximum Digging Radius: 29.0 ft</li><li>D. Articulation: 80 degrees above horizontal to 20 degrees below horizontal</li><li>E. Winch: 15,000 pound bare drum capacity turntable winch with 8.625 diameter drum to comply with ANSI 10.31 Section 4.10.4 for synthetic rope or 15,000 pound bare drum capacity boom tip winch. High torque hydraulic motor drives a self-locking worm gear winch. Counterbalance valves on motor provide reliable load holding</li><li>F. Insulated: 46 kV and below</li><li>G. Hydraulic Overload Protection System: activates when unit is exposed to overload condition. System prevents actuation of all functions that could add to the overload condition including: -Boom Lower -Intermediate Boom Extend -Third Stage Boom Extend -Winch Raise -Auger Dig System automatically resets when overload condition is relieved.</li><li>H. Load Indicator Gauge: located at the main control panel, displays the percentage of total allowable lifting capacity being utilized. By use of this gauge, the operator is aware of the hydraulic and structural design rating of the derrick and proximity to the limits during operation.</li><li>I. Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive.</li><li>J. Continuous rotation including planetary drive rotation gearbox. With booms horizontal and fully extended, unit is able to rotate a 500 lbs load on winch line at boom tip up a 5 degree slope.</li><li>K. Electronic CAN Controls: Intuitive electronic controls with superior metering. Includes a diagnostic port which by connecting a handheld service tool, provides troubleshooting code readouts and the ability to calibrate function speeds and control sensitivity. Electric controls eliminate the risk of high pressure hose leaks near the operator and leak points are minimized throughout the machine.</li><li>L. Indicator Light Panel at Control Station(s): indicators for hot oil, change hydraulic</li></ul> | 1          |              |

| <u>Item</u> | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|-------------|--|------------|--------------|
|             | oil filter, Rotafloat active (if equipped), and check system light with diagnostic capabilities  |            |              |
| <b>M.</b>   | Proportional Hydraulic Control System: Closed Center Hydraulic control valve for boom, winch, digger and pole guide functions are operated and controlled by electro-proportional pressure reducing valves which provides full metering and feathering characteristics.  |            |              |
| <b>N.</b>   | Manual override of electronically controlled boom, winch, and digger functions at the main control valve   |            |              |
| <b>O.</b>   | Standard/Low Speed Selector: Operator can select standard or low function speed operation. When in standard mode, each function operates at normal speeds. When in low speed, the maximum operational speed of each function is slower providing finer feathering capability. The function is separate from engine throttle control.   |            |              |
| <b>P.</b>   | Remote Control Retrofittable: Control system includes single quick connect plug for quick and easy installation of radio remote control system in the field upon request (if not already equipped).  |            |              |
| <b>Q.</b>   | Hydraulic System: Closed Center hydraulic system with maximum flow of 50 gpm for simultaneous operation of multiple functions. Flow is provided by a variable displacement, pressure compensated, piston pump. This 'flow on demand' system optimizes the overall system efficiency. System is designed with compensators in each valve section for smooth transitions between functions. Maximum system pressure is 3000 psi. Because flow is provided by a single source (piston pump), maximum flow is available to any combination of functions including simultaneous operation of the boom and digger/winch functions and flow combining is not necessary. |            |              |
| <b>R.</b>   | System pressure gauges mounted on main control stations.   |            |              |
| <b>S.</b>   | Passive zone rating system with visual light indicators to show instability of unit (only when mounted on single axle chassis)   |            |              |
| <b>T.</b>   | Transferable Hydraulic Pole Guides and Steel Boom Flares at the boom tip with adjustable alignment guides. Pole guides are hydraulically powered and proportional for open, close, and tilt which provides superior performance.   |            |              |
| <b>U.</b>   | Pole Guide Tilt Interlock: Prevents the upper boom from extending when the transferrable guides are attached to the intermediate boom until the proximity sensors detect that the guides are tilted all the way up and out of the way.   |            |              |
| <b>V.</b>   | Fiberglass Boom Tip with provisions for platform attachment.   |            |              |
| <b>W.</b>   | Two-part load line attachment point on intermediate boom.  |            |              |
| <b>X.</b>   | Full capacity fiberglass upper boom is round and is fabricated using a Centrifugally Cast process that provides a smooth surface finish inside and out that is easy to clean and is highly resistant to damage.  |            |              |
| <b>Y.</b>   | Boom Stow Protection System: A proximity switch on main boom detects the boom support as the boom is being stored and limits the boom down function to avoid excessive down force into the stow.   |            |              |
| <b>Z.</b>   | Auger Stow Protection: Limits the upward travel of the auger as it reaches the top of the auger stow latch to prevent an overstow condition.   |            |              |
| <b>AA.</b>  | Outrigger/Boom Interlock System: Prevents boom from being unstowed until outriggers have been at least partially deployed.   |            |              |
| <b>AB.</b>  | Back-up Alarm, installed   |            |              |
| <b>AC.</b>  | Manuals: Two (2) Operator's and Maintenance/Parts Manuals. One(1) in printed format and one(1) in electronic format available at connect.altec.com containing instructional markings indicating hazards inherent in the operation of an aerial device  |            |              |
| <b>AD.</b>  | Painted white with Altec Powder Coat Paint Process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the inside as well as outside of all   |            |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
|             | fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.  |            |              |
| <b>AE.</b>  | Unit meets or exceeds ANSI 10.31-2006. Unit serial number placard clearly states compliance.  |            |              |
| <b>AF.</b>  | Unit is designed and manufactured in facilities that are certified to meet ISO 9001 requirements.   |            |              |
| <b>2.</b>   | Electric-Hydraulic Control System: Closed Center hydraulic system with maximum flow of 50 gpm for simultaneous operation of multiple functions  | 1          |              |
| <b>A.</b>   | Flow is provided by a variable displacement, pressure compensated, piston pump.   |            |              |
| <b>B.</b>   | This 'flow on demand' system optimizes the overall system efficiency.   |            |              |
| <b>C.</b>   | System is designed with compensators in each valve section for smooth transitions between functions.  |            |              |
| <b>D.</b>   | Maximum system pressure is 3000 psi.  |            |              |
| <b>E.</b>   | Because flow is provided by a single source (piston pump), maximum flow is available to any combination of functions including simultaneous operation of the boom and digger/winch functions and flow combining is not necessary. |            |              |
| <b>3.</b>   | Rear Mount Over Rear Axle for DH  | 1          |              |
| <b>4.</b>   | 168 - Rear Mount Traditional Control Seat, installed on curb side of turntable, includes single control station   | 1          |              |
| <b>5.</b>   | Three position throttle integrated into keypad at operator control station.   | 1          |              |
| <b>6.</b>   | 31 - Foot throttle. Included when Altec Opti-View Control Seat is selected.   | 1          |              |
| <b>7.</b>   | No hard wired upper controls and NO TOOL CIRCUIT at boom tip  | 1          |              |
| <b>8.</b>   | Radio Remote Lower Controls (Traditional/Hetronic)  | 1          |              |
| <b>9.</b>   | Radio Remote Control Layout: COUNTER-CLOCKWISE, push lever to Right rotates boom Counter-Clockwise  | 1          |              |
| <b>10.</b>  | Audible HOP Indicator   | 1          |              |
| <b>11.</b>  | 8 - Turntable Winch   | 1          |              |
| <b>12.</b>  | 11 - Normal winch speed (15,000 lbs)  | 1          |              |
| <b>13.</b>  | 94 - Digger, Two-Speed Mechanical Shift, 12,000 ft-lbs, includes all of the components necessary to operate digger, installed   | 1          |              |
| <b>14.</b>  | 2.63 in Hex Output Shaft With 2.63 in Hex Extension Shaft   | 1          |              |
| <b>15.</b>  | 88 - Digger - right-hand storage, viewing from boom tip - streetside for rear and corner mount, curbside for behind cab mount - normal. Includes Auger Overstow Protection System   | 1          |              |
| <b>16.</b>  | Dedicated digger shake command that provides rapid dig/clean reversing function for quick and convenient auger cleaning.  | 1          |              |
| <b>17.</b>  | 175 - ANSI use criteria, Digger Derrick use only (no Personnel Handling)  | 1          |              |

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| <u>Item</u>                             | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|---|---|------------|--------------|
| 18.                                     | Pole Guides for 24.00 in Dia Pole Maximum   | 1          |              |
| 19.                                     | No Derrick Tong Protectors  | 1          |              |
| 20.                                     | Altec Electronic Side Load Protection (eSLP) - includes indicator gauge and lamp                    | 1          |              |
| 21.                                     | No Zone Rating System   | 1          |              |
| 22.                                     | Electric Over Hydraulic Outrigger Controls  | 1          |              |
| 23.                                     | 451 - Outriggers, A-Frame, Folding Shoe, 153" Max Spread, approx. 1325 lbs installed                | 1          |              |
| 24.                                     | 451 - Outriggers, A-Frame, Folding Shoe, 153" Max Spread, approx. 1325 lbs installed                | 1          |              |
| 25.                                     | Powder coat unit Altec White.   | 1          |              |
| 26.                                     | 999 - Boom Out of Stow Indicator  | 1          |              |
| 27.                                     | Additional Unit Option<br>Vinyl Cover For Control Panel   | 1          |              |
| 28.                                     | 999 - Boom Out of Stow Indicator For Lower Boom   | 1          |              |
| <b><u>Unit &amp; Hydraulic Acc.</u></b> |   |            |              |
| 29.                                     | Carbide Teeth Auger 18 Inch DIA With 2-5/8 In ch Hex X 104 Inch L (Painted Black)                   | 1          |              |
| 30.                                     | Winch Rope For Turntable Winch 130 Ft Long x 1.13 Inch Dia  | 1          |              |
| 31.                                     | Load Line Swivel Hook 8-1/2 In Ton  | 1          |              |
| 32.                                     | DH Series Derrick Subbase (Rigid)   | 1          |              |
| 33.                                     | Insert Center Section Storage Stop at Custom Depth<br>Stop to be at 114" from rear (9.5')           | 1          |              |
| 34.                                     | Insert Subbase Side Tube Storage Stop for Both Tubes at Custom Depth<br>Stops to be at 8'-6"        | 1          |              |
| 35.                                     | Subbase Storage With Drop Down Door (Paddle Latch) At Rear Notched for Tool Storage, 8 Inch High    | 1          |              |
| 36.                                     | Subbase Storage Custom Option 1<br>To have length wise divider in the center section at 10" from CS | 1          |              |
| 37.                                     | 60 Gallon Reservoir, Sight/Temperature Gauge, SAE Fittings<br>Altec's recommended location          | 1          |              |
| 38.                                     | Hydraulic Reservoir Guard Custom Option 1<br>Reservoir Guard for 60 Gallon Tank<br>- PN:990758392   | 1          |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| 39.         | Hydraulic Oil, Cold Weather, Kendall Glacial Blu (Meets MilSpec 5606)   | 75         |              |
| 40.         | Pump - Right-Hand Rotation 95CC Pressure Compensated (Automatic Transmission)   | 1          |              |
| 41.         | Muncie PTO  | 1          |              |
| 42.         | Hot Shift PTO (for Automatic Transmission)  | 1          |              |
| 43.         | Altec PTO/Transmission Functionality with Winch Recovery and First Gear Hold for Allison Automatic Transmissions:<br>-Once the PTO switch is on, and transmission is in first, neutral, or reverse the PTO will engage.<br>-When the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced into neutral.<br>-PTO will disengage when RPM limits are exceeded (chassis speed of approximately 5 mph).<br>-When the winch controls are activated, the transmission will not shift into another gear. PTO will remain engaged until the operator de-activates the PTO switch. | 1          |              |
| 44.         | Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.   | 1          |              |
| 45.         | Front Hydraulic Winch, Braden PD35A, 35,000 LB, Single Speed, Braden Bumper Package, CS Extended Shaft, Dual Tool Boxes. Includes emergency stop switch mounted near winch, with indicator light in cab.  | 1          |              |
| 46.         | Winch Cable, IWRC 6 X 36, 3/4 Inch Dia, 175 Ft L  | 1          |              |
| 47.         | Quick Hook 10 Ton<br><br>Wide mouth type  | 1          |              |
| 48.         | Winch Control for Front Bumper on E-Series, Base Selection, Includes Keypad at Bumper with Front Bumper Winch Pay-In/Payout, Engine Start/Stop, Engine Throttle and Station-Select, Non-Meterable   | 1          |              |
| 49.         | Winch Control for Front Bumper on E-Series Derricks, Adds Joystick at Bumper, Meterable   | 1          |              |
| 50.         | Winch/Capstan Control on E-Series Derricks, Additional Control with Joystick in Cab, Meterable  | 1          |              |
| 51.         | Cathead General Purpose Capstan Head (Ductile Iron)   | 1          |              |
| 52.         | Storage Bracket for Collapsible Reel (CR Reel), Fold-Over, Typically Mounts on Front Bumper (Altec Preferred)   | 1          |              |
| 53.         | Collapsible Reel (CR Reel) (Utility Tool And Body Co. #176-A-78)  | 1          |              |
| 54.         | Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.   | 1          |              |

| <u>Item</u>        | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|--------------------|---|------------|--------------|
| 55.                | Install Tool Circuit For Hose Reel Below Rotation (Male Pressure, Female Return)  | 1          |              |
| 56.                | 50 Ft Non-Conductive Hose Kit, Orange, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return) (Industry Preferred)   | 1          |              |
| 57.                | Hydraulic Pole Puller, 5/8 Inch Chain, Puller Plate (Seabee #PD-2784)   | 1          |              |
| 58.                | Storage Bracket for Hydraulic Pole Puller<br><br>Install on curbside front outrigger  | 1          |              |
| 59.                | Hydraulic Hose Reel, Spring Loaded, Hannay N616 Series, 50 Ft Hose Capacity (Standard) (Cannot Be Mounted Horizontally)<br><br>Installed at curbside rear corner of flatbed with payout to rear | 1          |              |
| 60.                | Unit Installation Components.   | 1          |              |
| 61.                | Additional Unit/Hydraulic Accessory<br><br>10K 2 5/8" screw anchor kit<br>- PN 900096155  | 1          |              |
| <b><u>Body</u></b> |   |            |              |
| 62.                | Altec Body  | 1          |              |
| 63.                | Steel Body  | 1          |              |
| 64.                | Platform/Flatbed  | 1          |              |
| 65.                | Finish Paint Flatbed Altec White  | 1          |              |
| 66.                | Undercoat Body  | 1          |              |
| 67.                | E-Coat Body   | 1          |              |
| 68.                | 160" Estimated Flatbed Length (Engineering To Determine Final Length)   | 1          |              |
| 69.                | 9/64" (10 Gauge) Smooth Galvanneal Floor  | 1          |              |
| 70.                | 96" Body Width  | 1          |              |
| 71.                | 4 Inch High Flatbed (No Cross Storage Available)  | 1          |              |
| 72.                | 2 x 6 Drop-In Composite Retaining Board At Top Of Side Access   | 1          |              |
| 73.                | 3" High Steel Flatbar Retaining Rails, Corners Notched For Clean-Out  | 1          |              |
| 74.                | Gripstrut (Preferred) Recessed Flatbed Curbside (Preferred) Access Steps With One (1) U-Shaped Grab Handles (The Second Grab Handle Will To Be Mounted On Rear Panel Of The T-Box/Saddlebox)    | 1          |              |
| 75.                | Flatbed shipping channel  | 1          |              |
| 76.                | Light Channels Installed At Rear Of Flatbed   | 1          |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| 77.         | Notch Outside Rails for Tire Clearance as Needed  | 1          |              |
| 78.         | Outrigger Cutout Required   | 1          |              |
| 79.         | Unit Cutout Required  | 1          |              |
| 80.         | Altec T-Box/Saddle Box  | 1          |              |
| 81.         | Steel T-Box/Saddle Box  | 1          |              |
| 82.         | T-Box/S-Box Is To Be Built In Accordance With The Following Altec Standard Specifications:  | 1          |              |
|             | A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.   |            |              |
|             | B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. |            |              |
|             | C. Heavy-Gauge Welded Steel Frame Construction With Structural Channel Crossmembers.  |            |              |
|             | D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.  |            |              |
|             | E. Steel Treated For Improved Primer Bond And Rust Resistance.  |            |              |
|             | F. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.   |            |              |
|             | G. B-Line Channel Installed In Compartments   |            |              |
| 83.         | Smooth galvaneal steel floor  | 1          |              |
| 84.         | S-48 Saddle Box   | 1          |              |
| 85.         | Finish Paint T-Box/Saddle Box Altec White   | 1          |              |
| 86.         | Clear Coat Body   | 1          |              |
| 87.         | Undercoat T-Box/Saddle Box  | 1          |              |
| 88.         | E-Coat Body (T-Box/Saddle Box)  | 1          |              |
| 89.         | 48" Overall Body Length   | 1          |              |
| 90.         | 96" Body Width  | 1          |              |
| 91.         | 46" Body Compartment Height   | 1          |              |
| 92.         | 18" Body Compartment Depth  | 1          |              |
| 93.         | Smooth Compartment Tops For Entire Body   | 1          |              |
| 94.         | Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings  | 4          |              |
| 95.         | Stainless Steel Rotary Paddle Latches With Keyed Locks  | 4          |              |
| 96.         | All Locks Keyed Alike Including Accessories (Preferred Option)  | 1          |              |
| 97.         | Standard Master Body Locking System   | 4          |              |
| 98.         | Gas Prop Rigid Door Holders On All Vertical Doors   | 1          |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| 99.         | Standard Doors With Door Post(s) And Partitions Between Compartments  | 1          |              |
| 100.        | 1st Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Left Wall)  | 2          |              |
| 101.        | 1st Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Rear Wall)  | 2          |              |
| 102.        | 1st Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Right Wall)   | 2          |              |
| 103.        | 2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers  | 4          |              |
| 104.        | 1st Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Left Wall  | 2          |              |
| 105.        | 1st Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Rear Wall  | 2          |              |
| 106.        | 1st Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Right Wall   | 2          |              |
| 107.        | 2nd Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers  | 4          |              |
| 108.        | 2nd Vertical (CS) - Louvered Panel On Rear Wall To Ventilate Compartment  | 1          |              |
| 109.        | 2nd Vertical (CS) - Inverter Storage Inside Of Body Compartment With Guard, Louvered Panel On Rear Wall To Ventilate Compartment, And Provisions For Remote GFCI Receptacle (Mounted On Top Shelf Unless Otherwise Specified)   | 1          |              |
| 110.        | D-Ring Recessed In Body Floor 360 Degree Rotation<br><br>Installed evenly spaced in flatbed<br>- Ref DJ 58462749  | 9          |              |
| 111.        | Small Steel Grab Handle Installed At Rear<br><br>Small Grab Handle<br>- Install streetside rear<br>- To be flush against the steel retention oriented in width wise fashion<br>- To be bolt on  | 1          |              |
| 112.        | Steel Top Opening Storage Box, One (1) Gripstrut Lid, Gas Props, Hasp Lock, Handle Parallel To Ground And Centered (2 Handles for Boxes Greater Than 108")<br><br>Top Boxes<br>- Install one each side on top of compartments<br>- Approx. 48" long x 18: wide x 14" high<br>- Vented | 2          |              |
| 113.        | Custom outrigger pad holder<br><br>Outrigger Pad Holders<br>- 25"L x 25"W x 3"H<br>- Steel<br>- To be 5" at rear of pad holders (sloped)<br>- To have bottom washout holes<br>- To have 3/4" lip retainer<br>- Install under first verticals  | 2          |              |
| 114.        | Additional Body Option<br><br>All hooks on a fixed rail to be installed as high as possible   | 1          |              |

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| <u>Item</u>                                | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|--|---|------------|--------------|
| <b><u>Body and Chassis Accessories</u></b> |   |            |              |
| 115.                                       | Set of Safety Chain D-Rings   | 1          |              |
| 116.                                       | Rigid Style Pintle Hitch (45,000 LB MGTW with 6,000 LB MVL), 4-Bolt Face Mount, Premier 240 - Hitch Only, Mounting to be Designed by Engineering        | 1          |              |
|  | Pintle Hitch  |            |              |
|  | -Include frame reinforcement  |            |              |
|  | -Pintle to have secondary latching  |            |              |
| 117.                                       | Underride Protection Bumper, Installed at Rear  | 1          |              |
| 118.                                       | Eyebolt for Trailer Breakaway Cable, 3/8 Inch   | 1          |              |
| 119.                                       | Pair of Tow Hooks (20 000 LB Rating Each) (Not Chassis Supplied)  | 1          |              |
| 120.                                       | Glad Hands at Rear, Straight (Standard) (Includes Dust Covers)  | 1          |              |
| 121.                                       | Install Interim (Toe) Step(s) at Rear As Needed   | 1          |              |
|  | Toe Step  |            |              |
|  | - Install as far to the streetside as possible under the brake light  |            |              |
|  | - Not to be in the way when climbing up the access steps at rear  |            |              |
| 122.                                       | Rear Access Steps Option 1  | 1          |              |
|  | Rubber Belted Double Step   |            |              |
|  | - Installed at streetside rear  |            |              |
|  | - To be approx. 18" from ground   |            |              |
|  | - Reinforce against the ICC bumper for increased rigidity   |            |              |
| 123.                                       | Rubber Belted Step, 12 H 7 D 24 W, Steel, Mounted Beneath Side Access Steps (Installed to Extend Approx. 2 Outward)                                     | 1          |              |
|  | Double up rubber on each side for rigidity  |            |              |
| 124.                                       | Secondary Boom Saddle for Offset Stowing of Derrick Due to Pole Rack  | 1          |              |
| 125.                                       | Pole Rack Option 1  | 1          |              |
|  | Pole Rack   |            |              |
|  | - To include four ratchet strap tie downs, two at front and two at rear with one inboard and one outboard of each bunk, installed on streetside of body |            |              |
|  | - The inboard ratchets to be a hand ratchet type  |            |              |
|  | - Outboard ratchets to be semi style  |            |              |
|  | - Tie downs to be used from inside cargo area   |            |              |
|  | - Rear pole support to clear operators platform   |            |              |
|  | - Provide five spikes on bottom of each bunk so pole will not slide   |            |              |
|  | - Include semi style ratchet bar and holder   |            |              |
| 126.                                       | Mounting Brackets for Lights, Located on Lower Boom Rest  | 1          |              |
| 127.                                       | Lower Boom Rest   | 1          |              |

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| <u>Item</u> | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|-------------|--|------------|--------------|
| 128.        | Outrigger Pads Option 1<br><br>Outrigger Pads<br>- Outdoors For Life brand<br>- 22" x 24" x 1"<br>- Pads to be yellow in color<br>- To have City of Sturgis stamped into them  | 4          |              |
| 129.        | Pendulum Retainers for Outrigger Pad Holders   | 2          |              |
| 130.        | Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Industry Preferred)  | 2          |              |
| 131.        | Wheel Chock Holders (Pair), For Installation Under Flatbed   | 2          |              |
| 132.        | Mud Flaps with Altec Logo (Pair)<br><br>Mud Flaps<br>- Install one pair behind rear wheels<br>- Not to interfere with rearward backing<br>- Install one pair in front of rear wheels with bottom of mud flap to be approx. 11" from ground               | 2          |              |
| 133.        | Anti-Sail Mud Flap Brackets (Pair)<br><br>Install on front pair of mudflaps  | 1          |              |
| 134.        | Cone Holder And Accessories Option 1<br><br>Cone Holder<br>- Hoop style<br>- Install offset at streetside of front bumper winch to avoid interference with front winch 4-way roller<br>- To accommodate six 24" cones                                    | 1          |              |
| 135.        | Wire Reel Storage Bracket Option 1<br><br>Copper Wire Reel Holder<br>- To hold 3 copper wire reels<br>- Install under access step to platform<br>- To have an axle so that each of the three spools can be replaced individually<br>- Payout to curbside | 1          |              |
| 136.        | Hydraulic Front Drive Axle, Third Party Installed<br><br>Fontaine  | 1          |              |
| 137.        | 10 LB Fire Extinguisher with Heavy Duty Bracket, Installed Per DEPS 042 (Amerex #B456)<br><br>Install on rear of body streetside   | 1          |              |
| 138.        | Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042<br><br>Installed behind passenger's seat  | 1          |              |
| 139.        | Slope Indicator Assembly (Pair) for Machine with Outrigger   | 1          |              |

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| <u>Item</u>                          | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|--------------------------------------|---|------------|--------------|
| 140.                                 | Vinyl Manual Pouch for Storage of All Operator and Parts Manuals  | 1          |              |
| 141.                                 | Vise Mounting Bracket, 2 Square Tube Horizontal Receiver Type with 9 x 9 Mounting Plate                             | 1          |              |
|                                      | Install at rear to the streetside of center and inboard of the access steps   |            |              |
| <b><u>Electrical Accessories</u></b> |   |            |              |
| 142.                                 | Compartment Lights Wired to Dash Mounted Master Switch in Chassis Cab   | 1          |              |
| 143.                                 | Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)   | 1          |              |
| 144.                                 | Strobe Light Option   | 2          |              |
|                                      | Strobes   |            |              |
|                                      | - Whelen Model L31HAF   |            |              |
|                                      | - One light installed each side of boom rest  |            |              |
|                                      | - To include branch guards L360BGB  |            |              |
|                                      | - To be visible from the front and rear of the vehicle  |            |              |
|                                      | - Upper strobes to have a separate toggle switch  |            |              |
| 145.                                 | Corner Strobe Systems Option  | 1          |              |
|                                      | Four Corner Strobes   |            |              |
|                                      | - Two Whelen 2FA00ZAR 4" Round LED Amber Strobes, installed in rear light channel                                   |            |              |
|                                      | - Two Whelen LAW2AA LED Amber Strobe Capsules, installed in grill half way up                                       |            |              |
|                                      | - Wired to dash mounted switch  |            |              |
| 146.                                 | Strobe Lights Wired Battery Hot   | 1          |              |
| 147.                                 | Spot/Flood Light (LED) Option   | 1          |              |
|                                      | Betts Light   |            |              |
|                                      | - Installed on boom rest to light cargo area  |            |              |
|                                      | - Betts 325503  |            |              |
| 148.                                 | Auxiliary Lighting Wired Ignition Hot   | 1          |              |
| 149.                                 | Dual Tone Backup Alarm With Outrigger Motion Alarm  | 1          |              |
| 150.                                 | Self Adjusting Backup Alarm, Adjusts Between 87-112 DB  | 1          |              |
| 151.                                 | Altec Standard Multi-Point Grounding System   | 6          |              |
| 152.                                 | Grounding Reel, Automatic Retracting, Aeromotive #GR1000L - Holds #2/0 GA Cable (Max 50 Ft)                         | 1          |              |
|                                      | Install at curbside rear with payout to curbside  |            |              |
| 153.                                 | Grounding Cable, #2/0 GA, Yellow Jacketed (Specify Length In Feet)  | 50         |              |
| 154.                                 | Grounding Clamp, Aluminum C-Clamp Style With Serrated Jaws (Includes Ferrule And Heat Shrink Tubing), #2/0 GA Cable | 1          |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| 155.        | Backup Camera System Option<br><br>Voyager Backup Camera With Dash Mounted Display<br>- VOM74WP Voyager 7" heavy duty LCD monitor sealed/weatherproof, has three camera inputs<br>- VCCS150-Boyager CCD Color block style camera, 150 degree diagonal view<br>- IR and LED assisted light (night vision)<br>- CEC34 34FT camera to LCD monitor cable<br>- 72704 Panavise 4" single cellular mount | 1          |              |
| 156.        | PTO Hour Meter, Digital, With 10 000 Hour Display   | 1          |              |
| 157.        | 7-Way Trailer Receptacle (Pin Type) Installed At Rear   | 1          |              |
| 158.        | Relocate Trailer Receptacle Supplied With Chassis   | 1          |              |
| 159.        | Altec Standard Trailer Plug Wiring  | 1          |              |
| 160.        | Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches  | 1          |              |
| 161.        | Inverter, Samlex 3000W 120V Pure Sine Wave Output, Hardwired to Outlets and 12VDC input. (Model EVO-3012)<br><br>Install in curbside 2nd vertical   | 1          |              |
| 162.        | Inverter Wired Ignition Hot with Switch Near the Inverter   | 1          |              |
| 163.        | Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure<br><br>Install near inverter  | 2          |              |
| 164.        | Electrical Receptacles, 12 Volt (Cigarette Lighter Style), Non-Weatherproof, Triple Bank (3 Gang)<br><br>Install centered under dash  | 1          |              |
| 165.        | 12 Volt Electrical Receptacle(s) Wired Battery Hot  | 1          |              |
| 166.        | Pre-Wire Power Distribution Module (PDM-10), 10 Accessory Circuits, CAN Signals, Installed  | 1          |              |
| 167.        | Controls Installed At Tailshelf, Outtrigger Controls, Includes E-Stop, E-Series   | 1          |              |
| 168.        | One Emergency Stop Located at Ground Level Installed at the Rear of the Vehicle   | 1          |              |
| 169.        | Install Outtrigger Interlock System In Final Assembly   | 1          |              |
| 170.        | Cab Interior Light, LED, Dome Style, Red Or White (Specify Color Preference)<br><br>Cab Interior Light<br>- Install centered on cab roof and toward rear of cab<br>- Ensure head will not hit it when entering truck cab<br>- Wire battery hot  | 1          |              |
| 171.        | Boom Out Of Stow Indicator With Magnetic Proximity Switch. Proximity switch installed on the boom rest. Indicator light installed in the chassis cab to illuminate when the unit is   | 1          |              |

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| <u>Item</u>                     | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|---------------------------------|---|------------|--------------|
|                                 | out of the rest.  |            |              |
| 172.                            | Install Altec Telematics Control Unit (TCU) (Verizon), Includes In-Cab Antenna  | 1          |              |
| 173.                            | Additional Electrical Accessory   | 1          |              |
|                                 | Radio remote docking station in cab with out of stow light on dash  |            |              |
| 174.                            | Additional Electrical Accessory   | 1          |              |
|                                 | Rubber Boots  |            |              |
|                                 | - To be on any toggle switches at rear  |            |              |
| <b><u>Finishing Details</u></b> |   |            |              |
| 175.                            | Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards) | 1          |              |
| 176.                            | Powder Coat Unit Altec White  | 1          |              |
| 177.                            | Finish Paint Body Accessories Above Body Floor Altec White  | 1          |              |
| 178.                            | Include Aggregate In Heavy Duty Cargo Coating (Specify Location)  | 1          |              |
|                                 | Add to gatorhyde on walking surfaces  |            |              |
| 179.                            | Heavy Duty Cargo Coating, Gator Hyde  | 1          |              |
|                                 | Front of body   |            |              |
|                                 | - Exterior outrigger housings   |            |              |
|                                 | - Boom rest   |            |              |
|                                 | - Pole rack   |            |              |
|                                 | - Cargo floor   |            |              |
|                                 | - Inside 1st and 2nd verticals, on bottom and up walls approx. 10"  |            |              |
|                                 | - Top of side packs and walking surfaces  |            |              |
|                                 | - Access walkway  |            |              |
|                                 | - Tailshelf   |            |              |
|                                 | - Top/sides/rear of pintle hook channel   |            |              |
|                                 | - ICC bumper  |            |              |
|                                 | - Inside and outside of both top mounted boxes  |            |              |
|                                 | - Outside of DEF tank   |            |              |
|                                 | - Outside of chassis battery box  |            |              |
|                                 | - Base of pedestal up to 1" below welds   |            |              |
|                                 | - Chock holders   |            |              |
|                                 | - Wheel well area between mud flaps   |            |              |
|                                 | - NO GRIPSTRUT  |            |              |
| 180.                            | Safety and Instructional Decals English   | 1          |              |
| 181.                            | Vehicle Height Placard Installed In Cab DEPS 002  | 1          |              |
| 182.                            | Kendall Glacial Blu Hydraulic Oil Placard   | 1          |              |

| <u>Item</u>           | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-----------------------|---|------------|--------------|
| 183.                  | DOT Certification Required<br>City of Sturgis   | 1          |              |
| 184.                  | Dielectric Test Unit According to ANSI Requirements   | 1          |              |
| 185.                  | Stability Test Unit According to ANSI Requirements  | 1          |              |
| 186.                  | Focus Factory Build   | 1          |              |
| 187.                  | Delivery Of Completed Unit  | 1          |              |
| 188.                  | Inbound Freight   | 1          |              |
| 189.                  | As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)                                      | 1          |              |
| 190.                  | Completed Test Forms To Be Included In The Manual Pouch:<br>-Stability Test Form<br>-Dielectric Test Form (For Insulated Units) | 1          |              |
| 191.                  | Pre-delivery/Customer Validation Inspection Required - Onsite   | 1          |              |
| <b><u>Chassis</u></b> |   |            |              |
| 192.                  | Altec Supplied Chassis  | 1          |              |
| 193.                  | Chassis   | 1          |              |
| 194.                  | 2026 Model Year   | 1          |              |
| 195.                  | International HV607   | 1          |              |
| 196.                  | Dual Rear Wheel   | 1          |              |
| 197.                  | Set Back Axle   | 1          |              |
| 198.                  | 6x4 Tandem Axle   | 1          |              |
| 199.                  | Chassis Cab   | 1          |              |
| 200.                  | Regular Cab   | 1          |              |
| 201.                  | Chassis Color - White NAV9036   | 1          |              |
| 202.                  | Front Frame Extensions  | 1          |              |
| 203.                  | Air Horn Under Cab  | 1          |              |
| 204.                  | Classic Hood  | 1          |              |
| 205.                  | AM/FM Radio   | 1          |              |
| 206.                  | Trailer Air Brake Package   | 1          |              |
| 207.                  | Cruise Control  | 1          |              |

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| <u>Item</u> | <u>Description</u>   | <u>Qty</u> | <u>Price</u> |
|-------------|--|------------|--------------|
| 208.        | Power Door Locks   | 1          |              |
| 209.        | Power Windows  | 1          |              |
| 210.        | 120 Clear CA (Round To Next Whole Number)  | 1          |              |
| 211.        | Chassis Wheelbase Length - 191 inch  | 1          |              |
| 212.        | GVWR 54,000 LBS  | 1          |              |
| 213.        | 14,000 LBS Front GAWR  | 1          |              |
| 214.        | 40,000 LBS Rear GAWR   | 1          |              |
| 215.        | Spring Suspension  | 1          |              |
| 216.        | Cummins L9   | 1          |              |
| 217.        | Diesel   | 1          |              |
| 218.        | 330 HP Engine Rating   | 1          |              |
| 219.        | Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)  | 1          |              |
| 220.        | 15SXJ - International 50 Gallon Fuel Tank Non-Polished (Under Cab Left Hand)   | 1          |              |
| 221.        | 15WCN - International 5 Gallon DEF Tank (Under Cab Left Hand)  | 1          |              |
| 222.        | 07BLW - International Exhaust (Right-Horizontal-Undercab-Vertical) (Cummins Engine Only) - Rear Wheel Drive Applications               | 1          |              |
| 223.        | No CARB Clean Idle Certification Required  | 1          |              |
| 224.        | EPA Clean Idle Certification   | 1          |              |
| 225.        | EPA Emissions  | 1          |              |
| 226.        | Air Brakes   | 1          |              |
| 227.        | Park Brake In Rear Wheels  | 1          |              |
| 228.        | Battery Under Cab Left Hand  | 1          |              |
| 229.        | 12XBM - International PTO Throttle Wiring For Cummins B6.7 and L9  | 1          |              |
| 230.        | 16XJV - International Dash Cutout for Switch Panel   | 1          |              |
| 231.        | International - 12THT Fan Drive - Horton Drivemaster Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed | 1          |              |
| 232.        | International - Disallow Regen while in PTO mode (13WEV)   | 1          |              |
| 233.        | International - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (08HAH)            | 1          |              |
| 234.        | International - Trailer Auxiliary Feed Circuit For Trailer ABS (08TKK)   | 1          |              |

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| <u>Item</u> | <u>Description</u>  | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| 235.        | International Heavy Duty Tail Light Wiring (08HAB)  | 1          |              |
| 236.        | International Transmission Dipstick Tube Enters Curbside of Transmission (13WGH)  | 1          |              |
| 237.        | International - Pre-Wire Chassis with Cab Pass-Thru (8HBE)  | 1          |              |
| 238.        | Air Ride Drivers Seat   | 1          |              |
| 239.        | Air Ride Passenger Seat   | 1          |              |
| 240.        | Hydraulic Front Drive Axle<br>EZ Trac   | 1          |              |
| 241.        | Additional Chassis Option<br><br>Install main battery disconnect inside cab on driver's side floor as entering cab next to seat | 1          |              |

#### Additional Pricing

|      |   |   |  |
|------|---|---|--|
| 242. | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1 |  |
| 243. | Federal Excise Tax Item: If provided, Quote subtotal is an Estimate only. Final determined at invoicing.  | 1 |  |

#### Miscellaneous

|      |   |   |  |
|------|---|---|--|
| 244. | Non-CARB Registered State   | 1 |  |
| 245. | Altec Insights for E-Series Derricks: 12-months of access, from date of inservice, to Altec Insights, which provides safety and performance insights for E-Series Derrick models. This content is managed and delivered through your Altec Connect account and includes configurable email and text message notifications. Access is for the first owner, non-transferrable, and non-refundable. Terms and exclusions apply (e.g., Terms and Conditions, and Warranty). | 1 |  |

Pricing for State of Michigan MIDEAL contract # 240000000160

|                             |            |
|-----------------------------|------------|
| Unit / Body / Chassis Total | 443,333.00 |
| Additional Total            | 0.00       |
| FET Total                   | 0.00       |
| Total                       | 443,333.00 |

Altec Industries, Inc.

BY \_\_\_\_\_

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Dasia Marie Stalder

**Notes:**

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Estimated Delivery: 69-72 months after receipt of order PROVIDING:  
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.  
B. Customer approval drawings are returned by requested date.  
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.  
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

3 This quotation is valid until JAN 28,2025. After this date, please contact Altec Industries, Inc. for a possible extension.

4 F.O.B. - Customer Site

5 Interest charge of 1/2% per month to be added for late payment.

6 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

7 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email [finance@altec.com](mailto:finance@altec.com) for more information.

8 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

9 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

10 Any payment made by a credit card may be subject to a surcharge fee.

11 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the

initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

12 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

13 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

14 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

15 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

16 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)  
Fall Protection System  
Fire extinguisher/DOT kit  
Platform Liner (When Applicable)  
Altec Sentry Training  
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

- 17 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on [www.altec.com](http://www.altec.com) for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.
- 18 This vehicle is subject to 12% Federal Excise Tax (F.E.T.) on the price of the cab and chassis, chassis aftermarket items, body, and on any applicable accessories.
- 19 Please direct all questions to Nathan Alan Guetzko at (317) 872-3460



**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10G**





May 7, 2025

Tom Sikorski, Director of Public Services  
City of Sturgis  
130 N. Nottawa  
Sturgis, Michigan 49091

**RE: City of Sturgis, Michigan  
DBIA Agreement Between Owner and Design-Builder  
Michigan Avenue Pump Station & Grand Avenue Improvements**

Dear Mr. Sikorski:

Bids were received on April 14, 2025, for the Michigan Avenue Pump Station & Grand Avenue Improvements project. Post bid, we have interviewed and reviewed all trade contractors' scopes of work to determine if there is any scope overlap or underlap or cost savings presented. Minor scope overlap and scope underlap was brought to light during these discussions and cost savings measures were explored. A summary of all changes are presented below by contract.

- Contract 1-Site Work & Excavation:
  - Provide 22A road gravel in lieu of 100% millings: (\$11,500.00)

Authorization to proceed with construction can be granted by executing the attached Step 2 of Exhibit C to our DBIA agreement. Upon execution, FVC will prepare the items noted in Article 11 below prior to issuance of a Notice to Proceed by the City.

The enclosed DBIA Agreement supersedes the original DBIA Agreement executed on July 11th, 2024, and has been updated as follows:

- Article 5.2.1 – Substantial Completion shall be achieved no later than December 31, 2025, 538 days after the commandment of then agreement
- Article 6.6.1.2 – Design-Builder Contingency, as shown in Exhibit C – Step 2, Construction, has a value of \$81,200.00. Upon Substantial Completion, value greater than \$20,000.00 will be released to the Owner for change order items in accordance with the provisions of Article 6.6.3.
- Article 11.1.2.C – Exhibit C – Step 2 | Construction
- Article 11 – These items shall be provided to the Owner prior to any work starting at the site:
  - Exhibit D – Conformed to Contract Documents
  - Performance and Payment Bonds
  - Certificate of Insurance

To authorize Step 2, Construction Phase as presented, please initial and date PDF Page 51: Exhibit C – Step 2 | Construction.



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# **STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN- BUILDER - COST PLUS FEE WITH AN OPTION FOR A GUARANTEED MAXIMUM PRICE**

**May 2024**

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## **Document No. 530**

Second Edition 2010  
© Design-Build Institute of America  
Washington, DC

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# Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with  
an attorney is recommended with respect to its completion or modification.*

---

This **AGREEMENT** is made as of the Eleventh day of July  
in the year of 2024, by and between the following parties, for services in connection with the Project  
identified below:

**OWNER:**

*(Name and address)*

**City of Sturgis  
130 N. Nottawa  
Sturgis, Michigan 49091**

**DESIGN-BUILDER:**

*(Name and address)*

**F&V Construction  
2960 Lucerne Drive SE  
Grand Rapids, Michigan 49546**

**PROJECT:**

**Michigan Avenue Pump Station & Grand Avenue Improvements**

The pump station address is 1001 Michigan Avenue, located in the southwest corner of the intersection of  
Michigan Avenue and Grand Avenue, in Sturgis, Michigan.

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder  
agree as set forth herein.

## **Article 1**

### **Scope of Work**

**1.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents. Based on the Program- Scope of Project, provided in Exhibit B, the Design-Builder shall prepare design development drawings in consultation with Owner and solicit Trade Contractors and/or Suppliers so that Design-Builder is able to prepare drawings for the project which are not less than 90% completed. Owner shall compensate Design-Builder for all costs associated with the preparation of these drawings. The Owner and Design-Builder shall thereafter mutually set a Guaranteed Maximum Price utilizing Trade Contractor and/or Supplier pricing after the drawings are 90% complete, after the receipt of Trade Contractor and/or Supplier pricing and after the value engineering process.

## **Article 2**

### **Contract Documents**

**2.1** The Contract Documents are comprised of the following:

**2.1.1** All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

**2.1.2** The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

**2.1.3** This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the GMP Exhibit;

**2.1.4** The General Conditions of Contract; and

**2.1.5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

## **Article 3**

### **Interpretation and Intent**

**3.1** Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

**3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry

standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

**3.3** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

**3.4** If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design or performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

**3.5** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

## **Article 4**

### **Ownership of Work Product**

**4.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

**4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

**4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate.** If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

**4.3.1** Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

**4.3.2** Owner agrees to pay Design-Builder for all costs incurred to date plus a 4% mark-up as compensation for the right to use the Work Product to complete the Project and subsequently use



the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

**4.4** Not used.

**4.5 Owner's Indemnification for Use of Work Product.** Pursuant to Section 4.3 above, the Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

## **Article 5**

### **Contract Time**

**5.1 Date of Commencement.** The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

**5.2 Substantial Completion and Final Completion.**

**5.2.1** Substantial Completion of the entire Work shall be achieved no later than **538 (December 31, 2025)** calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

*"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes."*

**5.2.2** Not Used

**5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

**5.2.4** All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

## **Article 6**

### **Contract Price**

#### **6.1 Contract Price.**

**6.1.1** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), and any adjustments made in accordance with the General Conditions of Contract.

**6.1.2** For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:

Design-Builder shall invoice work progress monthly based on percent completed of the various tasks. See Exhibit C for design fees, and development of a Guaranteed Maximum Price. The Owner shall not withhold retainage on Step 1- Design phase services.

#### **6.1.3 Force Majeure**

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, epidemics, pandemics, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God, including, but not limited to, any event that is declared to be a State of Emergency by a regulatory entity; abnormal weather conditions, acts or neglect by utility owners or other contractors performing work on the project provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. Design-Builder reserves the right to submit to Owner, as well as, shall be entitled to, additional compensation for increased labor and/or material costs due to an event that is considered a force majeure event.

#### **6.2 Design-Builder's Fee.**

**6.2.1** Design-Builder's Fee shall be:

☒ \_\_\_\_\_ Eight and one half \_\_\_\_\_ percent ( 8.50 %) of the Cost of the Work, as adjusted in accordance with Section 6.2.2 below.

**6.2.2** Design-Builder's Fee will be adjusted as follows for any changes in the Work:

**6.2.2.1** For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of \_\_\_\_\_ Eight and one half \_\_\_\_\_ percent ( 8.50 %) of the additional Costs of the Work incurred for that Change Order.

**6.2.2.2** For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall be in accordance with Section 6.6.3. – Savings.

**6.3 Cost of the Work.** The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

**6.3.1** Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

**6.3.2** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

**6.3.3** Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are engaged in the performance of the Work.

**6.3.4** Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

**6.3.5** The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

**6.3.6** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

**6.3.7** Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

**6.3.8** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

**6.3.9** Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

**6.3.10** Costs of removal of debris and waste from the Site.

**6.3.11** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of internet service, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

**6.3.12** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand

tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

**6.3.13** Premiums for insurance and bonds required by this Agreement or the performance of the Work.

**6.3.14** All fuel and utility costs incurred in the performance of the Work.

**6.3.15** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

**6.3.16** Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

**6.3.17** Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

**6.3.18** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

**6.3.19** Deposits which are lost, except to the extent caused by Design-Builder's negligence.

**6.3.20** Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

**6.3.21** Accounting and data processing costs related to the Work.

**6.3.22** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

#### **6.4 Allowance Items and Allowance Values.**

**6.4.1** Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal and are included within the GMP.

**6.4.2** Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

**6.4.3** Not Used

**6.4.4** The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

**6.4.5** Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

## **6.5 Non-Reimbursable Costs.**

### **6.5.1** The following shall not be deemed as costs of the Work:

**6.5.1.1** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

**6.5.1.2** Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work or Force Majeure events.

**6.5.1.3** The cost of Design-Builder's capital used in the performance of the Work.

**6.5.1.4** Not Used

## **6.6 The Guaranteed Maximum Price ("GMP").**

### **6.6.1 GMP Established Upon Execution of this Agreement.**

**6.6.1.1** Not Used.

**6.6.1.2** The GMP includes a Design-Builder Contingency Allowance in the amount of **Eighty One Thousand Two Hundred Dollars (\$81,200.00)** which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. Change Order eligible costs are to be allocated from the Owner allocated project Contingency.

By way of example, and not as a limitation, such costs that are not the basis for a Change Order may include:

(a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) insurance deductibles, such as builder's risk, and others; or (g) those Delays to the Work events that result in an extension of the Contract Time but do not result in an increase in the Contract Price such as delays in the performance of the Work due to Force Majeure, acts, omissions, conditions, events, or circumstances beyond Design-Builder's control, (h) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price.

The Design-Builder Contingency Allowance is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

Upon reaching Substantial Completion, any excess greater than **\$20,000.00** of Design-Builders Contingency Allowance may be released to the Owner for change order items. Prior to the release of any available excess Contingency, the Shared Savings will be

calculated in accordance with the provisions of Article 6.6.3.1 and shall be reserved. Final Savings amount shall be determined and paid at the time of Final Warranty Completion.

## **6.6.2 GMP Established after Execution of this Agreement.**

**6.6.2.1 GMP Proposal.** Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

**6.6.2.1.1** A proposed GMP, which shall be the sum of:

- i. Design-Builder's Fee as defined in Section 6.2.1 hereof;
- ii. The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof; and
- iii. If applicable, any prices established under Section 6.1.2 hereof.

**6.6.2.1.2** The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the GMP Proposal;

**6.6.2.1.3** A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

**6.6.2.1.4** The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;

**6.6.2.1.5** If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

**6.6.2.1.6** If applicable, a schedule of alternate prices;

**6.6.2.1.7** If applicable, a schedule of unit prices;

**6.6.2.1.8** If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and

**6.6.2.1.9** The time limit for acceptance of the GMP Proposal.

**6.6.2.2 Review and Adjustment to GMP Proposal.** After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

**6.6.2.3 Acceptance of GMP Proposal.** If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.

**6.6.2.4** Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

**6.6.2.4.1** Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;

**6.6.2.4.2** Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

**6.6.2.4.3** Owner may terminate this Agreement for convenience in accordance with Article 8 hereof.

**6.6.2.4.4** Owner may request Design-Builder to seek other Contractors to bid the project. Design-Builder shall provide budgets to the Owner to complete the design, obtain the bids and monitor the construction.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

### **6.6.3 Savings.**

**6.6.3.1** If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows: 80% to the Owner and 20% of savings to Design-Builder.

**6.6.3.2** Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

## **6.7 Performance Incentives**

### **6.7.1 Not Used**

## **Article 7**

### **Procedure for Payment**

#### **7.1 Progress Payments.**

**7.1.1** Design-Builder shall submit to Owner by the first Tuesday of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

**7.1.2** Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

**7.1.3** If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

#### **7.2 Retainage on Progress Payments.**

**7.2.1** Owner will retain Ten percent (10 %) of each Application for Payment provided for Step 2 work, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project. Owner will not retain any amounts for work completed in Step 1- Design Phase Services.

**7.2.2** Within thirty (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

**7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**7.4 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of 0.583% per month until paid.

**7.5 Record Keeping and Finance Controls.** Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to individual trade contract Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice,



Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

## **Article 8**

### **Termination for Convenience**

**8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

**8.1.1** All Work executed and for proven loss, cost or expense in connection with the Work;

**8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

**8.1.3** Overhead and profit in the amount of eight and one half percent (8.5 %) on the sum of items 8.1.1 and 8.1.2 above.

**8.2** In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

**8.2.1** If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid four percent (4.0 %) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

**8.2.2** If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid four percent (4.0 %) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

**8.3** If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

## **Article 9**

### **Representatives of the Parties**

#### **9.1 Owner's Representatives.**

**9.1.1** Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

**Andrew Kuk, City Manager  
130 N. Nottawa  
Sturgis, Michigan 49091  
(269) 659-7223**

**9.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

**Tom Sikorski, Director of Public Services  
130 N. Nottawa  
Sturgis, Michigan 49091  
(269) 651-2879**

#### **9.2 Design-Builder's Representatives.**

**9.2.1** Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

**John DeVol, P.E., President, or his designate  
2060 Lucerne Drive SE  
Grand Rapids, Michigan 49546  
(616) 977-1000**

**9.2.2** Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

**Robert Wilcox, P.E., Vice President, or his designate  
2060 Lucerne Drive SE  
Grand Rapids, Michigan 49546  
(616) 977-1000**

## **Article 10**

### **Bonds and Insurance**

**10.1 Insurance.** Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

**10.2 Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

**Performance Bond.**

☒ Required

☐ Not Required

**Payment Bond.**

☒ Required

☐ Not Required

**Article 11**

**Other Provisions**

**11.1 Other provisions, if any, are as follows:**

**11.1.1 Exhibits**

A. Not Used

B. Scope of Project

C. Step 1- Design

Step 2- Construction

D. CTC Documents, prepared by Fleis & VandenBrink Engineering

E. Insurance Requirements & Limitations

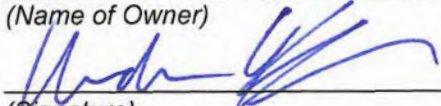
**11.1.2 Performance & Payment Bonds**

**11.1.3 Certificate of Insurance**

**11.1.4 Typical Certificate of Substantial Completion**

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

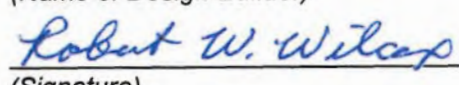
City of Sturgis  
(Name of Owner)  
  
(Signature)

Andrew Kuk  
(Printed Name)

City Manager  
(Title)

Date: 7/11/24

**DESIGN-BUILDER:**

F&V Construction  
(Name of Design-Builder)  
  
(Signature)

Robert W. Wilcox, PE  
(Printed Name)

Vice President  
(Title)

Date: 5/29/24



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# **STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER**

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## **Document No. 535**

Second Edition, 2010

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Washington, DC

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# **Article 1**

## **General**

### **1.1 Mutual Obligations**

**1.1.1** *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

### **1.2 Basic Definitions**

**1.2.1** *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

**1.2.2** *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

**1.2.3** *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

**1.2.4** *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

**1.2.5** *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

**1.2.6** *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

**1.2.7** *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

**1.2.8** *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

**1.2.9** *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

**1.2.10** *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of*

*Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

**1.2.11** *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

**1.2.12** *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

**1.2.13** *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

**1.2.14** *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

**1.2.15** *Site* is the land or premises on which the Project is located.

**1.2.16** *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

**1.2.17** *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

**1.2.18** *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

**1.2.19** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

## **Article 2**

### **Design-Builder's Services and Responsibilities**

#### **2.1 General Services.**

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

**2.1.2** Design-Builder shall provide Owner with a monthly status report detailing the progress of

the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

**2.1.3** Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.1.4** The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

## **2.2 Design Professional Services.**

**2.2.1** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

## **2.3 Standard of Care for Design Professional Services.**

**2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

## **2.4 Design Development Services.**

**2.4.1** Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided



to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

**2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

**2.4.3** Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

**2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

## **2.5 Legal Requirements.**

**2.5.1** Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

**2.5.2** The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

## **2.6 Government Approvals and Permits.**

**2.6.1** Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

## **2.7 Design-Builder's Construction Phase Services.**

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-

Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

**2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

**2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

## **2.8 Design-Builder's Responsibility for Project Safety.**

**2.8.1** Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from

their performance of the Work.

## **2.9 Design-Builder's Warranty.**

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

## **2.10 Correction of Defective Work.**

**2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

**2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

**2.10.3** The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

# **Article 3**

## **Owner's Services and Responsibilities**

### **3.1 Duty to Cooperate.**

**3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

**3.1.2** Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

**3.1.3** Owner shall give Design-Builder timely notice of any Work that Owner notices to be

defective or not in compliance with the Contract Documents.

### **3.2 Furnishing of Services and Information.**

**3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builders information and use the following, all of which Design-Builders is entitled to rely upon in performing the Work:

**3.2.1.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

**3.2.1.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

**3.2.1.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builders to perform the Work;

**3.2.1.4** A legal description of the Site;

**3.2.1.5** To the extent available, record drawings of any existing structures at the Site; and

**3.2.1.6** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

**3.2.2** Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builders to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

### **3.3 Financial Information.**

**3.3.1** At Design-Builders request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builders that Owner has adequate funds available and committed to fulfill all of Owners contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builders may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

**3.3.2** Design-Builders shall cooperate with the reasonable requirements of Owners lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builders shall have no obligation to execute for Owner or Owners lenders or other financial sources any documents or agreements that require Design-Builders to assume obligations or responsibilities greater than those existing obligations Design-Builders has under the Contract Documents.

### **3.4 Owners Representative.**

**3.4.1** Owners Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builders to fulfill its obligations under the Contract Documents. Owners Representative shall also provide Design-Builders with prompt notice if it observes any failure on the part of Design-Builders to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owners Representative shall communicate regularly with Design-Builders and shall be vested with the authority to act on behalf of Owner.

### **3.5 Government Approvals and Permits.**

**3.5.1** Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

**3.5.2** Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

### **3.6 Owner's Separate Contractors.**

**3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

## **Article 4**

### **Hazardous Conditions and Differing Site Conditions**

#### **4.1 Hazardous Conditions.**

**4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

**4.1.2** Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

**4.1.3** Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

**4.1.4** Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

**4.1.5** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

**4.1.6** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for

whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

#### **4.2 Differing Site Conditions.**

**4.2.1** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

**4.2.2** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

## **Article 5**

### **Insurance and Bonds**

#### **5.1 Design-Builder's Insurance Requirements.**

**5.1.1** Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

**5.1.2** Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

**5.1.3** Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

#### **5.2 Owner's Liability Insurance.**

**5.2.1** Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

### **5.3 Owner's Property Insurance.**

**5.3.1** Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

**5.3.2** Not used.

**5.3.3** Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

**5.3.4** Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

**5.3.5** Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

### **5.4 Bonds and Other Performance Security.**

**5.4.1** If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

**5.4.2** All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

## **Article 6**

### **Payment**

#### **6.1 Schedule of Values.**

**6.1.1** Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

**6.1.2** The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

#### **6.2 Monthly Progress Payments.**

**6.2.1** On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

**6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

**6.2.3** All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

**6.2.4** The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

#### **6.3 Withholding of Payments.**

**6.3.1** On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

**6.3.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay



Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

#### **6.4 Right to Stop Work and Interest.**

**6.4.1** If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

#### **6.5 Design-Builder's Payment Obligations.**

**6.5.1** Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

#### **6.6 Substantial Completion.**

**6.6.1** Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

#### **6.7 Final Payment.**

**6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

**6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

**6.7.2.1** An affidavit that there are no claims, obligations or liens outstanding or

unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

**6.7.2.2** A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

**6.7.2.3** Consent of Design-Builder's surety, if any, to final payment;

**6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract Documents; and

**6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

**6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

**6.7.4** Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

## **Article 7**

### **Indemnification**

#### **7.1 Patent and Copyright Infringement.**

**7.1.1** Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

**7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

**7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process

or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

**7.1.4** The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

## **7.2 Tax Claim Indemnification.**

**7.2.1** If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

## **7.3 Payment Claim Indemnification.**

**7.3.1** Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

## **7.4 Design-Builder's General Indemnification.**

**7.4.1** Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

**7.4.2** If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

## **7.5 Owner's General Indemnification.**

**7.5.1** Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for

whose acts any of them may be liable.

## **Article 8**

### **Time**

#### **8.1 Obligation to Achieve the Contract Times.**

**8.1.1** Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

#### **8.2 Delays to the Work.**

**8.2.1** If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

**8.2.2** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

## **Article 9**

### **Changes to the Contract Price and Time**

#### **9.1 Change Orders.**

**9.1.1** A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

**9.1.1.1** The scope of the change in the Work;

**9.1.1.2** The amount of the adjustment to the Contract Price; and

**9.1.1.3** The extent of the adjustment to the Contract Time(s).

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

**9.1.3** If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

## **9.2 Work Change Directives.**

**9.2.1** A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

**9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

## **9.3 Minor Changes in the Work.**

**9.3.1** Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

## **9.4 Contract Price Adjustments.**

**9.4.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

**9.4.1.1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

**9.4.1.2** A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

**9.4.1.3** Costs, fees and any other markups set forth in the Agreement; or

**9.4.1.4** If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

**9.4.2** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

**9.4.3** If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice

Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

## **9.5 Emergencies.**

**9.5.1** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

# **Article 10**

## **Contract Adjustments and Disputes**

### **10.1 Requests for Contract Adjustments and Relief.**

**10.1.1** If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

### **10.2 Dispute Avoidance and Resolution.**

**10.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**10.2.2** Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

**10.2.3** If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

**10.2.4** If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator. The mediation will be governed by and conducted pursuant to a mediation agreement

negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

### **10.3 Arbitration.**

**10.3.1** Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

**10.3.2** The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

**10.3.3** Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

**10.3.4** The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

### **10.4 Duty to Continue Performance.**

**10.4.1** Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

### **10.5 CONSEQUENTIAL DAMAGES.**

**10.5.1** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

**10.5.2** The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

## **Article 11**

### **Stop Work and Termination for Cause**

#### **11.1 Owner's Right to Stop Work.**

**11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

**11.1.2** Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

#### **11.2 Owner's Right to Perform and Terminate for Cause.**

**11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

**11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

**11.2.3** Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

**11.2.4** If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.



### **11.3 Design-Builder's Right to Stop Work.**

**11.3.1** Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

**11.3.1.1** Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

**11.3.1.2** Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

**11.3.2** Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

### **11.4 Design-Builder's Right to Terminate for Cause.**

**11.4.1** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

**11.4.1.1** The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

**11.4.1.2** Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

**11.4.1.3** Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

**11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

### **11.5 Bankruptcy of Owner or Design-Builder.**

**11.5.1** If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

**11.5.1.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request

of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

**11.5.1.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

**11.5.2** The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

## **Article 12**

### **Electronic Data**

#### **12.1 Electronic Data.**

**12.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

#### **12.2 Transmission of Electronic Data.**

**12.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

**12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

**12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

#### **12.3 Electronic Data Protocol.**

**12.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error.

Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

**12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**12.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

**12.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

## **Article 13**

### **Miscellaneous**

#### **13.1 Confidential Information.**

**13.1.1** Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

#### **13.2 Assignment.**

**13.2.1** Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

#### **13.3 Successorship.**

**13.3.1** Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

#### **13.4 Governing Law.**

**13.4.1** The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

### **13.5 Severability.**

**13.5.1** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

### **13.6 No Waiver.**

**13.6.1** The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

### **13.7 Headings.**

**13.7.1** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

### **13.8 Notice.**

**13.8.1** Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

### **13.9 Amendments.**

**13.9.1** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

## **EXHIBIT A**

Not Used

## **EXHIBIT B**

Scope of Project

## **EXHIBIT B**

### **SCOPE OF PROJECT**

#### **Program for the Michigan Avenue Pump Station & Grand Avenue Improvements project.**

The Michigan Avenue Pump Station was originally constructed in 1941 as a pneumatic ejector type station. In 1995 it was converted to a duplex submersible pump station with new controls. Each pump is rated for 150 gallons per minute (gpm) at 36-feet total dynamic head.

The existing pump station sets on the eastern portion of the 0.13-acre parcel owned by the City (Lot #68). This will allow the existing pump station to remain in-service while the new pump station is constructed on western portion of the same parcel.

We understand the City would like the proposed Michigan Avenue Pump Station to be a similar to the Stapleton Park Pump Station which F&V designed and constructed. The proposed pump station project improvements include:

- New duplex submersible pump station with wetwell and valve chamber configuration.
- Pump station bypass connection.
- New control panel, instrumentation and telemetry. Utilize KI Systems Master (KISM), per City standards.
- Upgrade the power from 240V three phase to 480V three phase.
- New electrical receptacle for 480V three phase and manual transfer switch for use with a portable generator.
- New service drive will be off Grand Avenue for vector truck access to the wetwell, or portable generator off-street parking.
- Demolition of the existing pump station fencing, electrical service and controls. The pump station will be abandoned in-place. It is anticipated the concrete will be removed to a depth of 2-feet below final grade and the structure infilled, similar to the abandonment that occurred at the Market Street Pump Station.
- The existing 8-inch influent sewer to the pump station wetwell will be abandoned in-place. Filled with flowable-fill and plugged.
- New water service is not needed to the site.

The influent gravity sewer will need to be rerouted to the wetwell and the pump station discharge forcemain reconnected to the existing. To accommodate these connections, we anticipate excavation for the sewer will occur at the intersection of Michigan and Grand Avenues and extend west on Grand Avenue. A full width roadway reconstruction will be required on a portion of Grand Avenue. The existing curb and gutter and ADA ramps will remain, if possible. New curb and gutter will be along the north side of Lot #68. The remainder of Grand Avenue west to Wilson Avenue will be repaved as a "mill and fill" project.

The 4-inch watermain on Grand Avenue is old cast iron pipe installed pre-1956. Several watermain breaks and repairs have been made to line, during which it was found by City crews that the pipe bell and spigot joints are caulked with lead. This watermain will be replaced with 6-inch pipe in the area of the influent sewer replacement, or approximately 105-feet. We understand that the City recently replaced the valve at Michigan and Grand.

Records show the water and sanitary services to the house at 1003 Michigan Avenue are connected to utilities in Grand Avenue at a depth of 14-feet. Both water and sewer services will be relocated to Michigan Avenue and will require sawcutting and patching the existing HMA road. City records do not show any spare water or service connections that could be used for 1003 Michigan.

We have assumed that the City will perform the following tasks:

- Perform tree removal, and any compensatory tree replacement, in coordination with the City Forester.
- Removal of the short chainlink fencing on the north side of the property to allow access by the geotechnical soil boring rig.
- Patch hole(s) in Grand Avenue with HMA that will be caused by geotechnical soil boring activities.
- Provide information on the existing city owned utilities: watermain, isolation valves, water service leads, sanitary sewer, storm sewer, electrical, etc.
- Provide perimeter fencing at pump station, if required.

Our approach for the Progressive Design-Build (PDB) process will allow the City to control costs and improve the project outcome by participating directly in both design and construction decisions. We will work hand-in-hand with City staff collaborating on important decisions for the long-term reliability of the pump station. By using F&V Construction (FVC) as the Design-Builder, the City will have a single point of responsibility while still maintaining direct involvement throughout the PDB process.

FVC will utilize the same engineers that work with you during the design to work with the project team during construction. We will engage trade contractors that are both efficient and effective in completing the type of work required. The current project includes elements that would be best developed through design innovation, as well as collaboration, amongst the team. By utilizing the PDB delivery method with FVC, the City will have access to actual cost data during design. Therefore, the City will be able to confidently make decisions with support from the Design-Builder. We offer the following outline of our proposed approach:

### Step 1- Preliminary Design and Preconstruction Phase

The **Step 1** activity includes adequate design development to assemble bid packages for selection of trade contractors, forming a team consisting of the Design-Builder, Owner and Trade Contractors and establishing refined pricing for all elements of the project. Tasks under **Step 1** include:

#### Task 1 – Basis of Design Preparation

Advance the **Basis of Design** defining the improvements and preliminary design concepts. The work scope to complete this phase of the project includes:

- 1.1 Hold a pre-design kick-off meeting with City staff to review project requirements, work scope, and overall schedule.
- 1.2 Review record drawing of the existing pump station.
- 1.3 Prepare Basis of Design Report which will include descriptions of the improvements, hydraulic calculations of the proposed pump station. The report is a living document which may be updated as the design progresses.
- 1.4 Conduct design team meetings, approximately bi-weekly.

#### Task 2 - Preliminary Design and Pricing Phase (30% Submittal)

The Basis of Design Report will serve as the foundation for the **Preliminary Design Phase**. It will define all the components of the project to be built. The Preliminary Design Phase documents consist of preliminary drawings, outline specifications, and preliminary costs.



The engineering services to complete the preliminary design phase will include:

- 2.1 Obtain subsurface utility information for electric, natural gas, telephone, cable TV, water and sanitary sewer, as appropriate.
- 2.2 Conduct field survey to collect information about the project area.
- 2.3 Prepare draft drawings of the improvements. Autodesk products such as AutoCad and Plant 3D will be utilized.
- 2.4 Draft Table of Contents of the anticipated Specifications needed for the project.
- 2.5 Assemble draft list of the various Trades for the project and begin to contact these subcontractors to determine their interest in the project.
- 2.6 Create Opinion of Probable Project Costs. As the design details are developed, we will prepare preliminary opinion of probable construction costs for the various Trades. Programmed cost will be monitored and allow the design team to make scope adjustments where possible, if needed.
- 2.7 Develop concepts for sequencing construction to maintain operations of the existing pump station during construction, and transition to the new pump station.
- 2.8 The 30% Design Submittal documents will be shared with the design-build team, City and Owner's Representative for review. This submittal includes:
  - Basis of Design (Technical Memorandum)
  - Preliminary Drawing Set
  - Draft Table of Contents for Specifications
  - Opinion of Probable Project Costs
- 2.9 A meeting will be conducted with the Design / Build Team, City staff and Owner's Representative to review the 30% Design Submittal. Meeting minutes will be prepared and distributed.
- 2.10 Perform internal QC of the 30% design.
- 2.11 Mobilize and conduct Geotechnical field work. A report will be prepared identifying the bearing capacity of the soils and presence of groundwater, if any. This report is needed for the foundation design of the structures and sewer and provide information to the Site Work and Excavation trade contractor on the types of soils that will be encountered. It is assumed that the site has no environmental impact issues. This field work is dependent upon the site fence being removed by the City to allow drill rig access.

### Task 3 - Final Design and Final Pricing Phase

The collaboration of the design-build team with the City staff and Owners Representative will continue as the design is finalized. The **Final Design Phase** will incorporate adjustments through the value engineering process completed through this collaboration process. This task includes final detailing of the design, development of a detailed construction schedule and establishing a Guaranteed Maximum Price (GMP) for the project. Other Task 3 items include:

- 3.1 Update the Basis of Design based on review meeting and internal QC comments. This should include near-final hydraulic calculations, pump selections, equipment preference documentation and Instrumentation and Control design.
- 3.2 Refine concepts for construction sequencing.
- 3.3 Prepare the 90% Design Drawings and technical specifications.
- 3.4 Prepare the 90% Opinion of Probable Project Cost.
- 3.5 Perform internal QC of the design.
- 3.6 The 90% Design Submittal documents will be shared with the design-build team, and City and Owner's Representative for review. This submittal includes:
  - Basis of Design (Technical Memorandum)
  - Drawing Set
  - Specifications
  - Updated Opinion of Probable Project Cost

- 3.7 A meeting will be conducted with the design-build team, and City and Owner's Representative to review the 90% Design Submittal. Meeting minutes will be prepared and distributed.
- 3.8 Update plans and specs to reflect internal QC comments and City comments.
- 3.9 Prepare Part 41 and Part 399 permit applications. Provide sealed plans and specifications, basis of design and completed permit application for the EGLE Part 41 Construction Permit (Wastewater) and Part 399 for Community Water Supply System Construction Permit and upload to MiEnviro for the City to submit. No other permits are anticipated.
- 3.10 The 100% plans and specifications will be publicly advertised for bids for the various trade work scopes. It is recommended that bid advertisement occur after the Part 41 and Part 399 permits has been issued by EGLE. We will follow the City's local bidding requirements where applicable. The goal is to have multiple bids from each trade from acceptable contractors. If pricing is not received by each trade, a second condensed bid phase could occur.
- 3.11 Manage plan holders list and distribute bid documents.
- 3.12 Answer Contractor questions.
- 3.13 Conduct prebid meeting.
- 3.14 Issue addenda, as required.
- 3.15 Receive bids and create bid tabulation. Interview contractors to discuss understanding of work, ability to perform the work and review references.
- 3.16 If necessary, discuss redesign / rebidding to re-price work by the trade contractors.
- 3.17 Submit preliminary GMP to the City for review and approval.
- 3.18 Prepare contract amendment reflecting final GMP to the City for approval. Our subcontractors' bids and FVC's costs and overhead will be provided to the City on an open book basis. The City will be able to review each item of work and trade bids in the compilation of the GMP.

Upon City acceptance of the GMP, the project proceeds to Step 2- Construction and Task 4 Construction Phase services.

## Step 2- Construction Phase

The **Step 2** activity includes development of a detailed construction schedule, and completing construction of the improvements. Tasks under **Step 2** include:

### Task 4 - Construction Phase

Commencement of mobilization and construction activities.

- 4.1 Issue Notices of Award to the various trades.
- 4.2 Assemble Conformed to Contract Drawings and Project Manuals.
- 4.3 Schedule pre-construction meeting.
- 4.4 Secure construction permits, insurances and bonds.
- 4.5 Execute contracts with various Trades and issue Notices to Proceed.
- 4.6 Conduct Pre-Construction Meeting and mobilize to the job site.
- 4.7 Review of Trade shop drawings for materials and equipment required for the project for compliance with the project specifications and design intent.
- 4.8 Provide Site Superintendent to coordinate Trades.
- 4.9 Resolve contractor questions or construction issues.
- 4.10 Provide materials testing from an independent testing laboratory.
- 4.11 Conduct weekly progress and safety meetings with Trades.
- 4.12 Conduct monthly progress meetings with the design-build team, Owner and Owner's Representative.

- 4.13 Maintain and update construction progress schedule.
- 4.14 Prepare daily reports, recording hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, daily activities, decisions, observations in general and observing test procedures.
- 4.15 Prepare and submit payment applications to the City.
- 4.16 Oversee equipment and systems startup and prove-in.
- 4.17 Advise Owner's Representative when Substantial Completion has been achieved on the overall project, which marks the beginning of the warranty period.
- 4.18 Prepare and compile the equipment Operations & Maintenance Manuals.
- 4.19 Conduct operator training for new processes and equipment.
- 4.20 Maintain "red-line" drawings of improvements at the project site. Prepare Record Drawings showing appropriate record information based on project annotated record (red-line) documents received from the Trades. These record drawings will be provided to the City in electronic format at project closeout.

## **EXHIBIT C**

Step 1 | Design

Step 2 | Construction

**EXHIBIT C- Step 1 | Design**

Client Name: **City of Sturgis, Michigan** Estimator: **FVC** Date: **May 2024**  
 Job Name: **Michigan Avenue Pump Station Replacement** Design By: **F&V** Bid Dates: **TBD**  
 Location: **1001 Michigan Avenue, Sturgis, MI 49091** Check By: **FVC**  
 Job Number: **TBD**  
 Description: **Construction to replace existing Michigan Avenue Pump Station**  
 Duration: **Construction lasting approximately \_\_\_\_ months to reach Substantial Completion**

| <u>Trade Category</u>                            | <u>Subcontractor   Location</u> | <u>Accepted Bid</u> |
|--|---------------------------------|---------------------|
| Contract 1 Site Work & Excavation                | ***Name***                      |                     |
| Contract 2 Mechanical                            | ***Name***                      |                     |
| Contract 3 Painting                              | ***Name***                      |                     |
| Contract 4 Electrical, Instrumentation & Control | ***Name***                      |                     |
| System Integrator Allowance                      | ***Name***                      |                     |
| Pumping System and Control Package Allowance     | ***Name***                      |                     |
| Total of Trades                                  |                                 | TBD                 |
| General Conditions - Lump Sum                    |                                 | TBD                 |
| Sub Total  |                                 | TBD                 |
| Design-Builder's Fee - Lump Sum                  |                                 | TBD                 |
| Step 1- Design Phase Services- Lump Sum          |                                 | \$110,700.00        |
| Step 2- Construction Phase Services- Lump Sum    |                                 | TBD                 |
| Sub-Total  |                                 | TBD                 |
| Design-Builder's Contingency Allowance           |                                 | TBD                 |
| Total  |                                 | TBD                 |

|                  |                |
|------------------|----------------|
| <u>Initial</u>   | <u>Date</u>    |
| OWNER: <u>AK</u> | <u>7/11/24</u> |
| FVC: <u>rwv</u>  | <u>5/29/24</u> |

## EXHIBIT C- Step 2 | Construction

Client Name: **City of Sturgis, Michigan** Estimator: **CBT** Date: **May 7, 2025**  
 Job Name: **Michigan Avenue Pump Station Replacement** Design By: **F&V** Bid Date: **April 14, 2025**  
 Location: **1001 Michigan Avenue, Sturgis, MI 49091, PO# 516750** Check By: **RWW**  
 Job Number: **1235 | 867340**  
 Description: **Construction to replace existing Michigan Avenue Pump Station & Grand Avenue Improvements.**

Duration: **Construction lasting approximately 8 months to reach Substantial Completion**

| <u>Trade Category</u>  | <u>Subcontractor   Location</u>           | <u>Estimate</u>       |
|--|---|-----------------------|
| Contract 1 Site Work & Excavation <sup>1</sup>               | Parrish Excavating   Quincy, MI           | \$777,108.00          |
| Contract 2 Mechanical  | Parrish Excavating   Quincy, MI           | \$53,858.00           |
| Contract 3 Painting  | Plummers Environmental   Byron Center, MI | \$41,650.00           |
| Contract 4 Electrical, Instrumentation & Control             | DVT Electric   Grand Rapids, MI           | \$43,300.00           |
| System Integrator Allowance                                  | Kennedy Industries   Wixom, MI            | \$5,000.00            |
| Pumping System and Control Package Allowance <sup>2</sup>    | Kennedy Industries   Wixom, MI            | \$151,654.20          |
| Valve Chamber Piping Coating                                 | Dave Cole Decorators   Sparta, MI         | \$4,000.00            |
| <b>Total of Trades</b>                                       |   | \$1,076,570.20        |
| <b>General Conditions - Lump Sum</b>                         |   | \$105,100.00          |
| <b>Sub Total</b>   |   | <b>\$1,181,670.20</b> |
| <b>Design-Builder's Fee - Lump Sum</b>                       |   | \$100,442.00          |
| <b>Step 1 - Design Phase Services - Lump Sum<sup>2</sup></b> |   | \$118,684.80          |
| <b>Step 2 - Construction Phase Services - Lump Sum</b>       |   | \$222,500.00          |
| <b>Sub-Total</b>   |   | <b>\$1,623,297.00</b> |
| <b>Design-Builder's Contingency Allowance</b>                |   | <b>\$81,200.00</b>    |
| <b>Total</b>   |   | <b>\$1,704,497.00</b> |

**Notes:**

1 Contracts that are unit quantity. See attached schedule for unit quantities and pricing. Final pricing will be based on final quantities recorded.

2 Previously authorized.

Initial \_\_\_\_\_ Date \_\_\_\_\_  
 OWNER: \_\_\_\_\_  
 FVC: RWW 5/7/25

## **EXHIBIT D**

Conformed To Contract Documents

Prepared by Fleis & VandenBrink Engineering, Inc.

## **EXHIBIT E**

### Insurance Requirements & Limitations



## EXHIBIT E - INSURANCE REQUIREMENTS & LIMITATIONS

### 1 Design Builder's Liability Insurance

1.1 The Design-Builder shall purchase and maintain such insurance that shall protect the Design-Builder from the claims set forth below that may arise out of or result from the Design-Builder's performance of Services pursuant to this Agreement:

1.1.1 Claims under Workers' compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;

1.1.2 Claims for damages because of bodily injury, occupational sickness or disease or death of Design-Builder's employees under any applicable employer's liability law;

1.1.3 Claims for damages because of bodily injury or death of any person other than Design-Builder's employees;

1.1.4 Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Design-Builder or (2) by any other person;

1.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss or use therefrom; or

1.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

1.2 The comprehensive General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

#### a. Comprehensive General Liability

- |   |              |
|---|--------------|
| 1. General Aggregate:   | \$2,000,000  |
| 2. Products - Completed Operations Aggregate:   | \$2,000,000  |
| 3. Personal and Advertising Injury:   | \$1,000,000  |
| 4. Each Occurrence (Bodily Injury and Property Damage   | \$1,000,000  |
| 5. Property Damage liability insurance shall provide Explosion, Collapse and Underground coverages, where applicable. |              |
| 6. Excess or Umbrella Liability:  |              |
| a. General Aggregate:   | \$10,000,000 |
| b. Each Occurrence:   | \$10,000,000 |

#### b. Automobile Liability

1. Combined Single Limit (Bodily Injury and Property Damage):

|                |             |
|----------------|-------------|
| Each Accident: | \$1,000,000 |
|----------------|-------------|

1.3 Comprehensive General Liability insurance may be arranged under a single policy for the full Limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

- 1.4 Professional Liability Insurance. Design-Builder shall obtain, furnish, and maintain in full force and effect without interruption during and throughout the term of this Agreement, at its sole cost, professional liability insurance covering liability arising out of or based upon any negligent design, engineering, planning, consulting or Design Services.
- 1.4.1 Limitation of Liability. Design-Builder shall not be liable for any claim, damage, cost, expense or other liability not directly and solely caused by negligent acts, errors or omissions of Design-Builder. The total liability of Design-Builder under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Design-Builder's officers, directors, employees, or agents or consultants, for any claims arising out of the Agreement, shall not exceed the total amount of available insurance proceeds in response to Owner's claim. Design-Builder currently maintains an annual per claim Liability policy in the amount of \$5.0 million and an aggregate insurance policy for Professional Errors and Omissions in the amount of \$7.0 million.
- 1.5 The foregoing policies shall contain a provision that coverages afforded under the policies shall not be cancelled or expire until at least thirty (30) days written notice has been given to the Owner and shall include either a Liability endorsement covering this Agreement or an endorsement making the Owner an additional insured under the policies. Certificates of insurance showing such coverages to be in force shall be filed with the Owner prior to commencement of the Design-Builder's services.
- 2 Builder's Risk Insurance
- 2.1 The Design-Builder shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement of the insurable assets at the time of any loss. The builder's risk policy shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, or testing. The Design-Builder shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.
- 3 Property Insurance
- 3.1 If the Owner occupies or uses a part or parts of the Project prior to substantial completion thereof, such occupancy shall not occur until the Owner obtains property insurance for the structure and until all insurance companies providing insurance for the Project consent to such occupancy by endorsement to the insurance policies.
- 4 Owner's Insurance
- 4.1 The Design-Builder shall be named as an additional insured in any insurance policy for the Project that may be obtained by the Owner.

## **Performance & Payment Bonds**

## **Certificate of Insurance**

## **Typical Certificate of Substantial Completion**

## CERTIFICATE OF SUBSTANTIAL COMPLETION

---

OWNER: **City of Sturgis, Michigan**

DESIGN BUILDER: **F&V Construction**

Project: **Michigan Avenue Pump Station Replacement**

Project No.: \_\_\_\_\_

---

This **definitive** Certificate of Substantial Completion applies to:

- ☐ All Work under the Contract Documents:
- ☐ The following specified portions of the Work:

Date of Substantial Completion: \_\_\_\_\_

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER AND DESIGN BUILDER and found to be substantially complete. The date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

---

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of DESIGN BUILDER's obligation to complete the Work in accordance with the Contract Documents.

\_\_\_\_\_  
Executed by DESIGN BUILDER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by OWNER

\_\_\_\_\_  
Date

## Michigan Street Lift Station (2025)

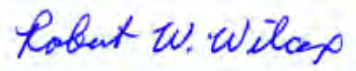
|   |                             | 590 Wastewater         | TOTAL PROJECT          |   |
|---|-----------------------------|------------------------|------------------------|---|
| <b>Prior FY Costs</b>                     |                             |                        |                        | <b>Notes</b>  |
| <b>PROJECT COSTS</b>                      |                             |                        |                        |   |
| Design Phase Work                         | Approved 7/10/2024          | \$ 110,700.00          | \$ 110,700.00          | F&V Construction (FVC) - Design Build Contract (Phase I)  |
| <b>TOTAL FY 2023-2024</b>                 |                             | <b>\$ 110,700.00</b>   | <b>\$ 110,700.00</b>   |   |
| <b>FY 2024-2025</b>                       |                             |                        |                        | <b>Notes</b>  |
| <b>BUDGETED FUNDS</b>                     |                             |                        |                        |   |
| Michigan St. Liftstation Improvements     |                             | \$1,500,000.00         | <b>\$1,500,000.00</b>  |   |
| <b>TOTAL BUDGETED FUNDS</b>               |                             | <b>\$1,500,000.00</b>  | <b>\$1,500,000.00</b>  |   |
| <b>PROJECT COSTS</b>                      |                             |                        |                        |   |
| Change Order #1 - Add. Design Information | Staff Approved October 2024 | \$ 5,800.00            | \$ 5,800.00            | Additional survey, soil borings , and topographic work  |
| Change Order #2 - Lift Station Pump       | Approved 2/12/25            | \$ 166,730.00          | \$ 166,730.00          | Long lead time items - Pump and controls from Kennedy   |
| Exhibit C (Step 2 - Construction)         | Recommended 5/14/25         | \$ 1,421,267.00        | <b>\$ 1,421,267.00</b> | Additional amount not previously approved by Commission; a portion of these costs will be paid by Street Funds for Grand Ave. |
| Owner's Contingency                       | Recommended 5/14/25         | \$ 60,000.00           | <b>\$ 60,000.00</b>    | ~5% of sub total of Trades and General Conditions   |
| <b>TOTAL FY 2024-2025</b>                 |                             | <b>\$ 1,653,797.00</b> | <b>\$ 1,653,797.00</b> |   |
| <b>OVER (UNDER) BUDGET FY 2024-2025</b>   |                             | <b>\$ 153,797.00</b>   |                        |   |
| <b>TOTAL All Fiscal Years</b>             |                             |                        | <b>\$ 1,764,497.00</b> |   |

We look forward to continuing our work with the City as the project moves into the construction phase and we implement these important improvements with the City, its staff, and the community.

Please call us if you have any questions or need further clarification.

Sincerely,

F&V CONSTRUCTION



Robert Wilcox, PE  
Vice President



Corey Turner, PE  
Project Manager

Attachments:

- DBIA Step 2 Agreement



**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10H**





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Phone: (269) 249-5806

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# QUOTATION

Quote Number: 250358I-SWL

Quote Date: May 1, 2025

Page: 1

## Quoted To:

City of Sturgis  
130 N. Nottawa Street  
Sturgis, MI 49091  
USA

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| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| Sturgis-01  | 5/31/25   | Net 30 Days   | 10312     |

| Quantity | Item | Description   |
|----------|------|---|
|          |      | <p>SOURCEWELL CONTRACT:</p> <p>CONTRACT HOLDER: Viking Cives</p> <p>CONTRACT NUMBER: 062222-VCM</p> <p>CONTRACT MATURITY DATE: 08/15/2026</p> <p>CONTRACT NUMBERS: SW-TK0400, SW-TK0506, SW-SR0212, SW-TK0554,</p> <p>SOURCEWELL MEMBER:</p> <p>MEMBER NUMBER: 222840</p> <p>MEMBER: City of Sturgis</p> <p>CONTACT: Tom Sikorski</p> <p>TITLE: Fleet Foreman</p> <p>EMAIL: <a href="mailto:tsikorski@sturgismi.gov">tsikorski@sturgismi.gov</a></p> <p>TERMS OF QUOTE:</p> <p>***Due to the supply issues the following applies.***</p> <p>* The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.</p> <p>* Typographical and stenographic errors subject to corrections. Purchaser agrees to accept</p> |

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |



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|-------------|-----------|---------------|-----------|
| Sturgis-01  | 5/31/25   | Net 30 Days   | 10312     |

| Quantity | Item | Description  |
|----------|------|--|
|          |      | <p>either overage or shortage not in excess of ten percent to be charged pro-rata.</p> <p>Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production</p> <p>* Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.</p> <p>* Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers</p> <p>* All quotes are only valid for thirty (30) days from date of quote.</p> <p>* Net 30 days payment after completion of chassis with all equipment.</p> <p>* Will be subject to all price increases up until time of completion.</p> <p>SUMMARY OF QUOTE:</p> <p>*****</p> <p>SOURCEWELL TOTAL PRICE</p> <p>*****</p> <p>DUMP BODY:</p> <p>DIMENSIONS:</p> |

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |



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|-------------|-----------|---------------|-----------|
| Sturgis-01  | 5/31/25   | Net 30 Days   | 10312     |

| Quantity | Item      | Description  |
|----------|-----------|--|
| 1.00     |           | Viking-Cives Great Lakes SS Flat Floor Body<br>12' Body<br>* 86" ID, 96" OD<br>* 36" sides<br>* 44" rear<br>* Whelen light boxes in rear corner post<br>* 1 set of 3 pod<br>* 1 set of 1 pod<br>* Fold down proline style ladder, mounted street side front of body<br>* Step inside body, street side front of body<br>* Two shovel holders mounted on front side of body |
| 1.00     |           | VGL to install reflective tape down both sides and rear of dump body   |
|          |           | <hr/> MUD FLAPS & FENDERS: <hr/>   |
| 1.00     | MIN1400BP | Minimizer MIN1400 Quarter Fender Kit Black with Post Mount<br>* Installed in front of rear wheels  |
| 2.00     | 58403027  | Viking Stainless Steel Removable Swing Style Mud Flap Bracket - Mud Flap Weldment  |
| 2.00     | 58403026  | Viking Stainless Steel Removable Swing Style Mud Flap Bracket - Truck Weldment   |
| 2.00     | 58408012  | Viking Stainless Steel Removable Swing Style Mud Flap Pin  |
| 1.00     | MD2436    | 3/8" HD 24" x 36" Mud Flap - Black (price per pair)<br>* Installed behind rear wheels  |
|          |           | <hr/> LIGHTING AND ELECTRICAL: <hr/>   |

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |



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|-------------|-----------|---------------|-----------|
| Sturgis-01  | 5/31/25   | Net 30 Days   | 10312     |

| Quantity | Item         | Description  |
|----------|--------------|--|
| 1.00     |              | <b>WHELEN SMART LIGHT PACKAGE:</b><br>MIFLASH1 Whelen SMART lighting package<br>* SYS410D (delete smartlogic flasher, substitute the warning lightheads with the new style 400+ lightheads A/G)<br>* SYS404A (delete smartlogic flasher, substitute the warning lightheads with the new style 400+ lightheads A/G)<br>* WeCanX 6&SLIDE CTRL HD W/O MIC<br>* CENCOM CORE WCX REMOTE DOT BOX<br>* VEHICLE-TO-VEHICLE SYNC MODULE<br>* LOGIC LEVEL PHOTOCELL OPTION<br>* WING LIGHT BOX WITH STROBE |
| 2.00     | PH-310       | <b>JUNCTION BOX:</b><br>Phoenix 10-Pole Junction Box   |
| 1.00     | 175-S0-080-2 | <b>MASTER CIRCUIT BREAKER:</b><br>Chief 80 amp high amp circuit breaker.   |
| 1.00     | 0555743      | <b>PLOW LIGHTS:</b><br>J.W. Speaker LED Plow Lights; built-in amber turn signal and lens heater. (Pair)  |
| 1.00     | PLB12SS      | Buyers stainless steel plow light brackets, extended for 2 post mount lights   |
| 2.00     | 708457       | Velvac 8-1/2 offset mount heated convex SS<br>*Mounted on plow light brackets  |
| 2.00     | MWL-19       | <b>SCRAPER LIGHTS:</b><br>Maxxima LED clear work light<br>* Installed on each side to shine on scraper discharge   |
| 1.00     | MWL-19       | <b>SPREADER LIGHT:</b><br>Maxxima LED clear work light<br>* Installed street side aimed to show spinner.   |

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |



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|-------------|-----------|---------------|-----------|
| Sturgis-01  | 5/31/25   | Net 30 Days   | 10312     |

| Quantity | Item      | Description   |
|----------|-----------|---|
| 1.00     | MWL-19    | WING PLOW LIGHTS:<br>Maxxima LED clear work light<br>* Mounted in front of front post   |
| 200.00   | Misc.     | Stainless steel conduit   |
| 1.00     | 055056    | Velvac 4-way socket   |
| 1.00     | 055054    | Velvac 4-way plug   |
| 1.00     |           | 48WG-001 - 48" LED Whip, Whipzilla Industrial, Green, with mount kit<br>* Installed horizontally along top of wing  |
| 1.00     | 510       | BACK UP ALARM:<br>Ecco back-up alarm, 97 dB, 12 VDC.  |
| 1.00     | B95W      | BODY UP LIGHT & SWITCH:<br>Buyers Dump Body Up Indicator  |
| 1.00     | 0800850   | Imperial LED indicator light - red  |
| 1.00     | 101004    | AIR TAILGATE CONTROL:<br>Velvac Solenoid Operated Tailgate Lock Kit w/solenoid valve, 3.5" I.D. x 6" stroke air cylinder, clevis hardware, faceplate.                     |
| 1.00     | GL3000PMC | WING GUIDANCE LASER:<br>LaserLine Wing Plow Guidance Laser<br>*Mounted to bracket off exhaust   |
| 1.00     | VOM719WP  | CAMERA SYSTEM:<br>Voyager 7" Heavy Duty Quad Monitor, Water Proof, Supports up to 4 Cameras, 6 Triggers, Display Single or Split Screen, Compatible w/all Voyager Cameras |
| 1.00     | VOSHD6MNT | Voyager Double Knuckle Monitor Mount  |
| 1.00     | CEC34L1   | Voyager Camera system main cable 34' for LCD monitor  |
| 1.00     | CEC50L1   | Voyager 50' Loomed Power Cable  |
| 2.00     | VCMS24B   | Voyager Camera, Black   |

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |



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|-------------|-----------|---------------|-----------|
| Sturgis-01  | 5/31/25   | Net 30 Days   | 10312     |

| Quantity | Item               | Description   |
|----------|--------------------|---|
|          |                    | * One aimed at wing   |
|          |                    | * One aimed for backup/spreader   |
| 1.00     | MSF5000            | Stainless Steel Camera Box with "U" Pivot Bracket (Rev. J, 091317).                   |
| 1.00     | MSF5001            | Stainless Steel Camera Box with 6" adjustable Mount                                   |
| 1.00     | MSF8470037000-LR-A | Camera Wash (1) nozzle for single camera. Does not include tubing kit. Less reservoir |
| 1.00     | MSF5010A           | Camera Wash 30' tubing kit complete with air and washer (Rev. A 051517)               |
| 1.00     | MSF8470038000A     | Camera Wash nozzle kit  |
|          |                    | TARP SYSTEM:  |
| 1.00     | 64171              | Roll-Rite Tarp System, Tarp Master 400 w/Wind Deflector 4S                            |
| 1.00     | 10500-ROLL RITE    | Roll-Rite Electric Kit, Heavy Duty Rotary Switch with bracket & indicator light       |
| 1.00     | 81200              | Roll Rite 20' x 84" Mesh Tarp   |
| 4.00     | 76900              | Roll-Rite Casting, Alumimum 30 Flat Elbow (included in system price)                  |
|          |                    | SCRAPER:  |
| 1.00     |                    | 10 FT UBS ASSEMBLY  |
|          |                    | *17" Smooth Moldboard   |
|          |                    | *Scraper grease bank kit  |
|          |                    | *Serrated step welded on street side extension  |
|          |                    | *17" BOLT ON 1FT MLBD EXTENSION LTH   |
|          |                    | *17" BOLT ON 1FT MLBD EXTENSION RTH   |
| 1.00     | 3485593TX          | TUCA UB - 4' - carbide/steel underbody blade; punch 3",3", 12" ctr.                   |
| 2.00     | 3485583TX          | TUCA UB - 3' - carbide/steel underbody blade; punch 3",3", 12" ctr.                   |

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |





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| Sturgis-01  | 5/31/25   | Net 30 Days   | 10312     |

| Quantity | Item                | Description   |
|----------|---------------------|---|
| 1.00     |                     | <b>SPREADER:</b><br>Viking Cives Great Lakes Stainless Steel DA Spreader<br>* 12' Dual Auger Slide In Spreader<br>* Doghouse cutout<br>* Stainless Steel Stand<br>* Center Spinner<br>* Prewet Tanks<br>* Standard QD for HYD Hookups<br>* Spill Shields<br>* 3"x3" Top Screens<br>* Sensor Motor |
|          |                     | <b>REFURB WORK:</b><br>*All Refurb work is estimated. Will be invoiced at time and materials.   |
| 1.00     | PAINT WING BRACKETS | <b>WING:</b><br>* Install customer supplied wing<br>Sandblast & Paint Wing  |
| 1.00     | 41301480            | <b>REAR HINGE:</b><br>Viking VCM Block Hinge Assembly   |
| 1.00     |                     | <b>PINTLE PLATE:</b><br>Blast pintle plate  |
| 1.00     | PH45                | Buyers 45 ton rigid mount pintle hook   |
| 1.00     |                     | <b>FRAME RAILS:</b><br>Blast frame rails from cab back  |

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |



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| Quantity | Item            | Description  |
|----------|-----------------|--|
| 1.00     |                 | AIR TANKS:<br>Relocate air tanks to between frame rails  |
| 1.00     |                 | BATTERY:<br>Replace battery box and relocate curbside  |
| 1.00     |                 | Move battery disconnect to floor inside cab  |
| 1.00     |                 | FUEL TANK:<br>Install new 60 gallon rectangle Fuel tank mounted side of frame under driver door with steps |
| 1.00     | Misc.           | Miscellaneous Refurb Material  |
|          |                 | FRONT PLOW HITCH:  |
| 1.00     |                 | Heavy duty front bumper  |
| 1.00     | 50203058        | Viking Toolbox Bumper - DS w/ (1) 20322158 Cheek Plate   |
| 1.00     | 50203059        | Viking Toolbox Bumper - PS w/ (1) 20322158 Cheek Plate   |
| 1.00     |                 | SQH Flat Plate Hitch   |
| 1.00     |                 | SQH to 34" Husting Adapter   |
|          |                 | HYDRAULICS:  |
|          |                 | PUMP & PTO:  |
| 1.00     | SDPP 83013630   | Certified Power Pump ER-L 100B-LS-14-24-NN-N3-K5NP-A1N-NNN-NNN-NNN front mounted load sense Danfoss pump   |
| 1.00     | RESE SG03030135 | Certified Power Pump Mtg Plate, SAE-C, Steel, CT-SAE-C-2-BOLT-MOUNT  |
| 1.00     | PTDR SG01010031 | Certified Power driveline assembly.  |
|          |                 | LOW OIL SHUTDOWN:  |

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |



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| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| Sturgis-01  | 5/31/25   | Net 30 Days   | 10312     |

| Quantity | Item                | Description  |
|----------|---------------------|--|
| 1.00     | ELCA SG07010381     | Certified Power low oil shutdown box kit for A10V100                       |
|          |                     | VALVES:  |
| 1.00     | PMCO DRV5HH         | Certified Power cushion valve, adjustable 1300-1500 PSI.                   |
| 1.00     | PMCO RV-5H          | Certified Power relief valve (3) #8 ports. 1500-3000 PSI                   |
| 1.00     | CMAN SG04090028     | Certified Power Wing Plow Sequence Valve                                   |
| 1.00     | RESA BV40           | Certified Power Ball valve, 2-1/2" NPT full flow 942208                    |
| 1.00     | CMAN SG04090141     | Certified Power Pressure Release Manifold Assembly: Pull to open           |
| 1.00     | LISC SG06070056-3   | Certified Power prewet, valve instack w/flow meter with stainless bracket  |
| 1.00     | LISC SG06090050     | Certified Power prewet plumbing kit 1 line 1 nozzle                        |
|          |                     | CONTROLS:  |
| 1.00     | ELCA FC2230003      | Certified Power FC2 Console Assembly                                       |
| 1.00     | ELCA SG07051073     | Certified Power F21-F22 main harness                                       |
| 2.00     | ELCA SG07050685     | Certified Power harness, molded tee CAN male to 2X female.                 |
| 1.00     | ELCA SG07010497     | Certified Power TouchGuard.  |
| 1.00     | ELCA SG07050740-003 | Certified Power TPE cord set.  |
| 2.00     | ELCA SG07050730-003 | Certified Power Brad Harrison TPE cable                                    |
| 1.00     | ELCA SG07070375     | Certified Power mic 5P male terminator.                                    |
| 1.00     | ELCA SG07051147     | Certified Power harness; F2 MDC external lighting.                         |
| 1.00     | ELCA SG07010500     | Certified Power Armrest Kit 3 Stick  |
| 1.00     | ELCA SG07070423     | Certified Power radio bracket  |
| 1.00     | ELCA SG07070319-30  | Certified Power 30" upright tube.  |
| 1.00     | ELCA SG07020004     | Certified Power clamp knob, 2.5" diameter.                                 |
| 1.00     | ELCA SG07070394     | Certified Power ACS base.  |
| 1.00     | ELCA SG07010392-001 | Certified Power Distribution Box compete                                   |
| 1.00     | ELCA SG07070052     | Certified Power Harness, 90 degree NPN female to male TPE, for auger sense |
| 4.00     | ELCA SG07050722-002 | Certified Power MFE ST/ST BPM 5 meter                                      |

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |



# QUOTATION

Quote Number: 250358I-SWL

Quote Date: May 1, 2025

Page: 10

1405 Shiga Dr, Battle Creek, MI 49037

Phone: (269) 249-5806

Web: [www.vikingcives.com](http://www.vikingcives.com)

## Quoted To:

City of Sturgis  
130 N. Nottawa Street  
Sturgis, MI 49091  
USA

## TERMS & CONDITIONS OF QUOTE

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requested.
- > 25% restocking fee on all cancelled and returned orders.

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| Sturgis-01  | 5/31/25   | Net 30 Days   | 10312     |

| Quantity                            | Item                 | Description  |
|-------------------------------------|----------------------|--|
| 1.00                                | ELCA SG07050651      | Certified Power harness, splitter BH MIC male to 2 female one foot   |
| 4.00                                | ELCA SG07070361      | Certified Power internal thread cap, M12   |
| 4.00                                | ELCA SG07070362      | Certified Power harness external thread cap with chain BH  |
| 1.00                                | MTCA330X0000XX       | Certified Power Stainless Steel Valve Enclosure with valving   |
| STAINLESS STEEL TUBES FOR HOIST:    |                      |  |
| 2.00                                | 8-049 304W/FJX-108"  | Mid-State 1/2"x9' 304 S/S Line with fittings   |
| 6.00                                | A2-12.7-A            | PCI HD Series Clamps for 1/2" tubing   |
| STAINLESS STEEL TUBES FOR PLOW:     |                      |  |
| 4.00                                | 8-049 304W/FJX-72"   | Mid-State 1/2"x6' 304 S/S Line with fittings   |
| 12.00                               | A2-12.7-A            | PCI HD Series Clamps for 1/2" tubing   |
| QUICK COUPLERS FOR PLOW:            |                      |  |
| 1.00                                | 10-932-4101          | CEJN Multi-X Quattro 12.5 Female Plate, 4 port, WEO 3/4" connection, 1/2" nominal flow diameter, dust caps, and , mounting bracket - Gen 2 |
| 1.00                                | 10-932-4151          | CEJN Multi-X Quattro 12.5 Male Plate, 4 port, WEO 1/2" connection, 1/2" nominal flow diameter, dust caps, and , mounting bracket - Gen 2   |
| 1.00                                | 10-932-1023          | CEJN Multi-X Quattro aluminum cover/parking dock, 10/12.5, Male for the Female Plate   |
| 1.00                                | 10-932-1074-CS       | CEJN Multi-X Quattro aluminum cover/parking dock with mounting bracket, 12.5, Female for the Male plate w/ Rubber Strap                    |
| 8.00                                | 14-727-0812          | CEJN Multi-X adapter 1/2" WEO to male JIC 3/4"-16  |
| STAINLESS STEEL TUBES FOR SPREADER: |                      |  |
| 2.00                                | 8-049 304W/FJX-108"  | Mid-State 1/2"x9' 304 S/S Line with fittings   |
| 6.00                                | A2-12.7-A            | PCI HD Series Clamps for 1/2" tubing   |
| 2.00                                | 12-065 304W/FJX-108" | Mid-State 3/4"x9' 304 S/S Line with fittings   |
| 3.00                                | A3-19-A              | PCI HD Series Clamps for 3/4" tubing   |
| QUICK COUPLERS FOR SPREADER:        |                      |  |

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |



1405 Shiga Dr, Battle Creek, MI 49037  
 Phone: (269) 249-5806  
 Web: [www.vikingcives.com](http://www.vikingcives.com)

# QUOTATION

Quote Number: 250358I-SWL  
 Quote Date: May 1, 2025  
 Page: 11

## Quoted To:

City of Sturgis  
 130 N. Nottawa Street  
 Sturgis, MI 49091  
 USA

## TERMS & CONDITIONS OF QUOTE

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requested.
- > 25% restocking fee on all cancelled and returned orders.

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| Sturgis-01  | 5/31/25   | Net 30 Days   | 10312     |

| Quantity | Item               | Description  |
|----------|--------------------|--|
| 2.00     | H4F4-S             | PCI 1/2" male stainless steel coupler - HNV-12-M-3-SS-ISO-B  |
| 2.00     | 4HF4-S             | PCI 1/2" female stainless steel coupler - HNV-12-F-3-SS-ISO-B  |
| 4.00     | 4HDP-H4DC          | Dixon 1/2" Dust Cap/Plug   |
|          |                    | QUICK COUPLERS FOR WING PLOW:  |
| 4.00     | H4F4-S             | PCI 1/2" male stainless steel coupler - HNV-12-M-3-SS-ISO-B  |
| 4.00     | 4HF4-S             | PCI 1/2" female stainless steel coupler - HNV-12-F-3-SS-ISO-B  |
| 8.00     | 4HDP-H4DC          | Dixon 1/2" Dust Cap/Plug   |
| 1.00     |                    | Hydraulic Adapter and Fittings   |
| 1.00     |                    | Hydraulic Hoses  |
|          |                    | PAINT:   |
| 1.00     | PAINT PINTLE HITCH | Paint Pintle Hitch   |
| 1.00     | PAINT FRAME        | Paint truck frame  |
| 1.00     | PAINT PLOW HITCH   | Paint Plow Hitch, Including lift arm, side plates, bumper and lift cylinder black  |
| 1.00     | PAINT-MISCEL       | Paint Miscel   |
| 1.00     | Under Coat         | Under coat dump body 12' body  |
|          |                    | OPTION:  |
| 1.00     |                    | Repaint Cab: \$5300  |
|          |                    | * PAINT CODE – L3262EY RADIANT FIRE PEARL METALLIC   |
|          |                    | MISCELLANEOUS, FREIGHT, INSTALLATION:  |
| 2,609.00 | Misc.              | Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc. |
| 5,103.80 | FREIGHT            | FREIGHT  |

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |



**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10 I**





## REAL ESTATE DEVELOPMENT AND PURCHASE AGREEMENT

THIS REAL ESTATE DEVELOPMENT AND PURCHASE AGREEMENT ("Agreement") is entered into as of October \_\_, 2010 between the City of Sturgis, a Michigan municipal corporation, 130 N. Nottawa, Sturgis, MI 49091, ["SELLERS" or "CITY" (whether singular or plural)], and Habit for Humanity, St. Joseph County, P.O. Box 96, Three Rivers, MI 49093 ["PURCHASERS" or "DEVELOPER" (whether singular or plural)].

WHEREAS, the CITY owns two lots of vacant real estate located on the east side of Jacob Street, between W. West and St. Joseph Streets, Sturgis, Michigan, referred to as "Lots C and D" and more fully described on Exhibit "A" attached hereto and incorporated herein by reference, said property being referred to throughout this Agreement as the "Real Estate"; and

WHEREAS, the CITY has been very concerned with the condition of the CITY's housing stock, especially with regard to the lack of owner occupied housing available on a cost-effective basis within the CITY; and

WHEREAS, DEVELOPER seeks to develop two residential units within the CITY and located upon the Real Estate ("Housing Units"); and

WHEREAS, DEVELOPER and CITY desire to enter into this Real Estate Development and Purchase Agreement in order to assist in the developing of affordable single family unit housing upon the Real Estate;

NOW, THEREFORE, the CITY and DEVELOPER hereby agree as follows:

1. General: In consideration of the execution of this Agreement and of the mutual covenants and promises of the parties, SELLERS agree to sell to PURCHASERS and PURCHASERS agree to purchase from SELLERS the Real Estate.

2. Purchase Price: The total purchase price of the Real Estate is Two Thousand Dollars (\$2,000.00).

3. Payment of Balance: The total amount of the purchase price shall be paid at the closing of the transaction contemplated in this Agreement.

4. Date of Closing: Unless extended by mutual written agreement of the parties, the closing of the real estate sale transaction (the "Closing") shall be held on or before 2:00 p.m. on 10 · 8 · 10, 2010 at the offices of Bird, Svendsen, Brothers, Scheske & Pattison, P.C., or at such other place mutually agreed upon by the parties.

5. Closing: On the date of closing, (i) PURCHASERS shall pay the purchase price, and (ii) SELLERS shall deliver to PURCHASERS a good and sufficient Warranty Deed (as such term is defined by the laws of the State of Michigan) in proper form to be recorded, conveying to

PURCHASERS marketable title in the Real Estate, free of all encumbrances other than easements and restrictions of record which do not interfere with PURCHASERS' intended use of the Real Estate, the mortgage interest to be granted to SELLERS and such other encumbrances as PURCHASERS are willing to accept.

Contemporaneous with the closing of this Agreement, PURCHASERS shall execute and deliver to SELLERS a Real Estate Mortgage pledging the Real Estate as collateral for the performance of the following obligations and covenants of PURCHASERS:

- (a) PURCHASERS agree to fully comply with the Declaration of Restrictions pertaining to the Real Estate adopted by the CITY on May 9, 2007 and recorded at Liber 1440, Page 37-42, of the St. Joseph County, Michigan, Register of Deeds, consisting of six pages, a copy of which has been provided to PURCHASERS. PURCHASERS further agree to reasonably enforce the terms and conditions of those restrictions as long as PURCHASERS retain ownership of any of the Real Estate.
- (b) One of the Housing Units shall be completed within 12 months from the date hereof.
- (c) The other Housing Unit shall be completed within three (3) years from the date hereof.
- (d) All yards surrounding the Housing Units will be seeded with grass and landscaped and at least One (1) Two (2) inch caliper deciduous tree, approved by the CITY forester, shall be planted in the Fifteen (15) foot CITY right-of-way located at each shared property line contained within the Real Estate.
- (e) PURCHASERS shall be responsible for the financing and marketing of all Housing Units and shall, until both of the Housing Units have been completed, demonstrate to CITY that PURCHASERS is a licensed and bonded contractor within the State of Michigan or utilizing a licensed/bonded contractor.
- (f) PURCHASERS shall at all times remain financially viable.
- (g) PURCHASERS shall take all necessary steps to assure that the development of the Real Estate contains sidewalks that physically comply with the City of Sturgis' sidewalk ordinance. PURCHASERS shall complete installation of

such sidewalks with respect to any lot (i) upon completion of a residential dwelling on said lot, or (ii) before a lot containing a Housing Unit is sold or transferred to a third party.

- (h) PURCHASERS shall pay any real estate taxes assessed against the Real Estate for years 2011 and later.

Upon sale of a Housing Unit to a third party for occupancy as an owner-occupied dwelling and issuance of an occupancy permit for same, CITY shall provide a partial discharge of the mortgage with respect to the lot on which the Housing Unit is situated. Upon sale of a second Housing Unit to a third party for occupancy as an owner-occupied dwelling and issuance of an occupancy permit for same, CITY shall provide a full discharge of the mortgage. CITY shall subordinate its rights under the Mortgage to an institutional lender providing construction financing for a housing unit located upon the real estate.

6. Possession: Possession of the Real Estate shall be delivered to PURCHASERS at the time of closing.

7. Costs: SELLERS shall pay any costs (including brokerage commissions) incurred by it, and the county and state transfer tax. SELLERS shall not be required to pay points or any other fee to PURCHASERS' financing institution. PURCHASERS shall pay the recording fee for the Warranty Deed, all costs incident to obtaining any needed or desired financing, and the cost of any survey obtained by PURCHASERS. SELLERS agree to provide copies of any existing surveys to PURCHASERS at no expense. If a title insurance company or lending institution closes the transaction, SELLERS and PURCHASERS shall divide the closing fees charged by said closing agent equally. All other costs shall be allocated as provided in this Agreement.

8. Real Estate Taxes, Assessments, and Insurance: Real Estate taxes for all years prior to the year of Closing, if any, shall be the responsibility of SELLERS and paid at closing. Real Estate taxes for the year that Closing takes place shall be prorated between the parties on a calendar year basis as of the date of Closing. The proration shall be based upon the most recent ascertainable taxes in the event that the amount of taxes for the current year cannot be determined at the time of closing. For purposes of proration, taxes shall be deemed to be paid in arrears. SELLERS further agree to pay all installments of special assessments currently owed, if any, and PURCHASERS shall pay all future installments of special assessments, if any.

9. Inspection: PURCHASERS shall have fourteen (14) days following the execution of this Agreement to inspect the Real Estate, either personally or through their agents. If PURCHASERS are not, in their sole discretion exercised in good faith, completely satisfied with the results of any such inspections, then unless any deficiencies can be remedied by mutual agreement of the parties, PURCHASERS may by written notice to SELLERS declare this Agreement null and void, and the earnest money payment will be returned to PURCHASERS. If SELLERS receive no notice of termination by the end of the 14-day period, then, subject to any

mutual agreement of the parties for remediation of defects, it will be presumed that the condition of the Real Estate is satisfactory to PURCHASERS. Notwithstanding the foregoing, PURCHASERS specifically acknowledge that they are purchasing the Real Estate "as is," and that SELLERS are not making, nor are PURCHASERS relying upon, any warranty or representation whatsoever concerning the condition of the real estate.

10. Delivery of Real Estate: SELLERS shall deliver the Real Estate to PURCHASERS in the Real Estate's present condition, reasonable wear and tear excepted. All risk of loss or damage to the Real Estate prior to the closing shall be borne by SELLERS.

11. Title: SELLERS shall provide PURCHASERS with a commitment for a policy of owner's title insurance with standard exceptions, issued by a title insurance company authorized to do business in Michigan, insuring the title of the Real Estate to PURCHASERS in the full amount of the purchase price. At or prior to the closing, SELLERS shall comply with any requirements imposed by the title insurance company as conditions precedent to the issuance of the final owner's title insurance policy, and SELLERS shall also deliver, either to PURCHASERS or to the title insurance company, payment in full for the owner's title insurance premium. It shall be the responsibility of PURCHASERS to notify the title insurance company to issue the final owner's title policy. It shall be PURCHASERS' duty to arrange and pay for needed or desired mortgage title insurance. If SELLERS cannot provide a marketable title upon notice of any defect in the title by PURCHASERS, SELLERS shall be given a reasonable time to cure said defect or to obtain title insurance insuring, in a manner satisfactory to PURCHASERS, PURCHASERS' title against such defect. If said defect is not, for whatever reason, cured or insured against, then, at the option of PURCHASERS, they may rescind this contract and SELLERS shall return the earnest money payment to PURCHASERS.

12. Gender and Number: The pronouns and relative words used in this Agreement are written in the plural. If, however, only one person joins in the execution of this Agreement as SELLERS or PURCHASERS, or either party be of the masculine sex, feminine sex or corporation, such words shall be construed as if written in singular, masculine, feminine or neuter, respectively.

13. Heirs and Successors: The covenants in this Agreement shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

14. Entire Agreement: This Agreement represents the entire Agreement between the parties; all prior negotiations and representations, whether written or oral, are merged in this Agreement.

15. Land Division Act: SELLERS represent and warrant that the conveyance contemplated by this Agreement does not make a division (as that term is understood pursuant to the Michigan Land Division Act, MCL 560.101 *et seq.*) of a parcel of land and no part of the land being transferred was ever part of a larger parcel of real estate which was divided after March 31, 1997. In any event, SELLERS grant to PURCHASERS the right to make all future divisions with respect to the Real Estate and shall execute the necessary documents to effect said grant.

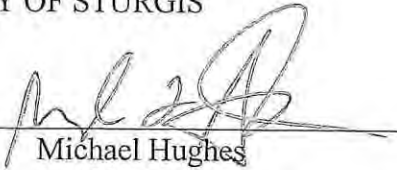
16. Waiver of Permit Fees. SELLERS agree to waive all CITY permitting fees and water and sewer tap fees associated with the construction of the Housing Units, provided PURCHASERS are in compliance with the terms of this agreement.

17. No Representations: PURCHASERS acknowledge that they are purchasing the Real Estate "as is", and that SELLERS are not making, nor are PURCHASERS relying upon, any warranty or representation whatsoever concerning the condition of the Real Estate.

The parties have signed this Agreement as of the date first written above.

CITY OF STURGIS

By:

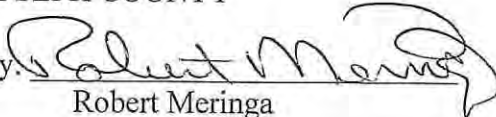


Michael Hughes  
Its: City Manager

"SELLERS"

HABITAT FOR HUMANITY, ST.  
JOSEPH COUNTY

By:



Robert Meringa  
Its: President

"PURCHASERS"



EXHIBIT "A"

LOT C

LOCATED IN THE CITY OF STURGIS, ST. JOSEPH COUNTY, MICHIGAN

ALL THAT PART OF BLOCK 13, REPLAT OF THE VILLAGE (NOW CITY) OF STURGIS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS FOR ST. JOSEPH COUNTY, MICHIGAN IN LIBER 2 OF PLATS, PAGE 16 DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON SET AT THE SOUTHWEST CORNER OF SAID BLOCK 13 AND RUNNING THENCE N00°14'18"E, ALONG THE EAST RIGHT OF WAY LINE OF JACOB STREET, 132.00 FEET TO A CAPPED IRON SET AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THE BOUNDARY RUNS THENCE N00°14'18"E, ALONG THE EAST RIGHT OF WAY LINE OF JACOB STREET, 66.00 FEET TO A CAPPED IRON SET; THENCE S89°21'59"E 132.00 FEET TO A CAPPED IRON SET; THENCE S00°14'18"W 66.00 FEET TO A CAPPED IRON SET; THENCE N89°21'59"W 132.00 FEET TO THE POINT OF BEGINNING.

THIS LOT CONTAINS 8712 SQUARE FEET, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD

LOT D

LOCATED IN THE CITY OF STURGIS, ST. JOSEPH COUNTY, MICHIGAN

ALL THAT PART OF BLOCK 13, REPLAT OF THE VILLAGE (NOW CITY) OF STURGIS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS FOR ST. JOSEPH COUNTY, MICHIGAN IN LIBER 2 OF PLATS, PAGE 16 DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON SET AT THE SOUTHWEST CORNER OF SAID BLOCK 13 AND RUNNING THENCE N00°14'18"E, ALONG THE EAST RIGHT OF WAY LINE OF JACOB STREET, 66.00 FEET TO A CAPPED IRON SET AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THE BOUNDARY RUNS THENCE N00°14'18"E, ALONG THE EAST RIGHT OF WAY LINE OF JACOB STREET, 66.00 FEET TO A CAPPED IRON SET; THENCE S89°21'59"E 132.00 FEET TO A CAPPED IRON SET; THENCE S00°14'18"W 66.00 FEET TO A CAPPED IRON SET; THENCE N89°21'59"W 132.00 FEET TO THE POINT OF BEGINNING.

THIS LOT CONTAINS 8712 SQUARE FEET, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD

**FIRST ADDENDUM TO**  
**REAL ESTATE DEVELOPMENT AND PURCHASE AGREEMENT**

THIS IS THE FIRST ADDENDUM TO REAL ESTATE DEVELOPMENT AND PURCHASE AGREEMENT ("Agreement") is entered into as of October 7, 2010 between the City of Sturgis, a Michigan municipal corporation, 130 N. Nottawa, Sturgis, MI 49091, ["SELLERS" or "CITY" (whether singular or plural)], and Habitat for Humanity, St. Joseph County, ["PURCHASERS" or "DEVELOPER" (whether singular or plural)].

WHEREAS, the CITY and DEVELOPER entered into the original Agreement on October 7, 2010, and due to unforeseen circumstances and delays the deadlines contained in the original Agreement require modifications.

WHEREAS, the CITY has been and is still very concerned with the condition of the CITY's housing stock, especially with regard to the lack of owner-occupied housing available on a cost-effective basis within the CITY; and

WHEREAS, DEVELOPER has developed one of the two residential units described in the original Agreement.

WHEREAS DEVELOPER and CITY desire to amend the original Agreement to allow for Developer to build and develop the remaining lot.

NOW, THEREFORE, the CITY and DEVELOPER hereby agree to amend the following section and provision from the original Agreement:

5. Closing: On the date of closing, (i) PURCHASERS shall pay the purchase price, and (ii) SELLERS shall deliver to PURCHASERS a good and sufficient Warranty Deed (as such term is defined by the laws of the State of Michigan) in proper form to be recorded, conveying to PURCHASERS marketable title in the Real Estate, free of all encumbrances other than easements and restrictions of record which do not interfere with PURCHASERS' intended use of the Real Estate, the mortgage interest to be granted to SELLERS and such other encumbrances as PURCHASERS are willing to accept.

Contemporaneous with the closing of this Agreement, PURCHASERS shall execute and deliver to SELLERS a Real Estate Mortgage pledging the Real Estate as collateral for the performance of the following obligations and covenants of PURCHASERS:

- (a) PURCHASERS agree to fully comply with the Declaration of Restrictions pertaining to the Real Estate adopted by the CITY on May 9, 2007 and recorded at Liber 1440, Page 37-42, of the St. Joseph County, Michigan, Register of Deeds, consisting of six pages, a copy of which has been provided to PURCHASERS. PURCHASERS further agree to reasonably

enforce the terms and conditions of those restrictions as long as PURCHASERS retain ownership of any of the Real Estate.

- (b) One of the Housing Units shall be completed within 12 months from the date hereof.
- (c) The other Housing Unit shall be completed on or before January 1, 2027
- (d) All yards surrounding the Housing Units will be seeded with grass and landscaped and at least One (1) Two (2) inch caliper deciduous tree, approved by the CITY forester, shall be planted in the Fifteen (15) foot CITY right-of-way located at each shared property line contained within the Real Estate.
- (e) PURCHASERS shall be responsible for the financing and marketing of all Housing Units and shall, until both of the Housing Units have been completed, demonstrate to CITY that PURCHASERS is a licensed and bonded contractor within the State of Michigan or utilizing a licensed/bonded contractor.
- (f) PURCHASERS shall at all times remain financially viable.
- (g) PURCHASERS shall take all necessary steps to assure that the development of the Real Estate contains sidewalks that physically comply with the City of Sturgis' sidewalk ordinance. PURCHASERS shall complete installation of such sidewalks with respect to any lot (i) upon completion of a residential dwelling on said lot, or (ii) before a lot containing a Housing Unit is sold or transferred to a third party.
- (h) PURCHASERS shall pay any real estate taxes assessed against the Real Estate for years 2011 and later.

Upon sale of a Housing Unit to a third party for occupancy as an owner-occupied dwelling and issuance of an occupancy permit for same, CITY shall provide a partial discharge of the mortgage with respect to the lot on which the Housing Unit is situated. Upon sale of a second Housing Unit to a third party for occupancy as an owner-occupied dwelling and issuance of an occupancy permit for same, CITY shall provide a full discharge of the mortgage. CITY shall subordinate its rights under the Mortgage to an institutional lender providing construction financing for a housing unit located upon the real estate.



**All other provisions and sections of the original Agreement dated 10/7/2010 shall remain in full force and effect and are not altered or otherwise affected by this Addendum.**

The parties have signed this Agreement as of the date first written above.

CITY OF STURGIS

HABITAT FOR HUMANITY, ST.  
JOSEPH COUNTY

By: \_\_\_\_\_

ANDREW KUK

Its: City Manager

“SELLERS”

By: \_\_\_\_\_

Its: President

“PURCHASERS”