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## **FINANCE COMMITTEE MEETING AGENDA**

**Monday, July 19, 2021 at 4:30 p.m.  
Caledonia Village Hall - 5043 Chester Lane**

**THIS WILL BE AN IN-PERSON MEETING**

1. Call to Order
2. Approval of Minutes
3. Purchase of Sole Source Equipment - Dominican Lift Station
4. Finance Director Priorities
5. 2022 Budget Guidelines
6. Adjournment

Dated July 16, 2021

Joslyn Hoeffert  
Village Clerk

Only committee members are expected to attend. However, attendance by all Board members (including non-members of the committee) is permitted. If additional (non-committee) Board members attend, three or more Board members may be in attendance. Section 19.82(2), Wisconsin Statutes, states as follows:

If one-half or more of the members of a governmental body are present, the meeting is rebuttably presumed to be for the purposes of exercising the responsibilities, authority, power or duties delegated to or vested in the body.

To the extent that three or more members of the Caledonia Village Board actually attend, this meeting may be rebuttably presumed to be a "meeting" within the meaning of Wisconsin's open meeting law. Nevertheless, only the committee's agenda will be discussed. Only committee members will vote. Board members who attend the committee meeting do so for the purpose of gathering information and possible discussion regarding the agenda. No votes or other action will be taken by the Village Board at this meeting.

**1. Call to Order**

Trustee Wishau called the meeting to order at 4:46 p.m.

Committee Members: Trustee Wishau, and Trustee Martin. Trustee Stillman, Trustee Weatherston and Trustee Wanggaard were also present.

Absent: President Dobbs was excused.

Department Managers: Village Administrator Kathy Kasper, HR Manager Michelle Tucker, Police Chief Christopher Botsch and Public Works Director Tom Lazcano.

**2. Approval of Minutes**

Motion by Trustee Martin to approve the minutes dated June 7, 2021. Seconded by Trustee Wishau. Motion carried unanimously.

**3. COPS Grant**

Chief Botsch provided an update on the COPS Grant. Since the last meeting, Chief has been creating a document to condense questions based on a community survey. A packet will be put together to outline all the reasons as to why the Village needs more Police Officers. A discussion of finances was brought up and how it relates to the grant. The original grant was misinterpreted before, so an updated copy was presented.

Once the Grant was re-reviewed it was up to 75% of the salary and there is a max of \$125,000 over the course of a three-year period. The initial cost estimates versus the updated numbers based on what the grant would provide. This would double the cost for the Village, but this grant would cover a portion of the funds. If we hire the two officers as discussed, the Village match would increase over the course of those three years.

Chief Botsch will still be requesting two officers, and still thinks we should pursue the grant to offset the cost.

Trustee Wishau felt we should reduce fire department staff and reallocate for more Police Department staff. Trustee Martin agreed with Trustee Wishau and was concerned on how the grant affects the Village and how you retain personnel through the grant. She was in favor of a referendum to increase the budget to pay for more Public Safety.

A police support role was brought up and how it might be hard to defer some of the work. There is paperwork that could be delegated but the bulk does need to be reported by the Police Officer because the Officer has firsthand knowledge of the call.

The Committee discussed confidentiality issues that could arise through outsourcing the paperwork involved.

Motion by Trustee Martin to and forward to the Village Board. Seconded by Trustee Wishau. Motion carried unanimously.

**4. Adjournment**

Motion by Trustee Wishau to adjourn. Seconded by Trustee Martin. Motion carried unanimously.

Meeting adjourned at 5:09 p.m.

Respectfully submitted,

Joslyn Hoeffert  
Village Clerk

Thursday, July 15, 2021

Finance Committee  
5043 Chester Lane  
Racine, WI 53402

RE: Dominican Lift Station – Sole Source Equipment

Dear Finance Committee

The Caledonia Utility District has been working on the design of a project for the rehabilitation of the Dominican Lift Station as part of the TID #5 developments. At this time, the Utility District is far enough into the design to secure the sole source equipment for the project. The sole source equipment that is necessary is the Fairbanks Nijhuis Pumps and the Starnet Technologies Arrow Prefabricated Control Building with all controls, wiring, and alarms to power, operate, and monitor the pumps.

The Fairbanks Nijhuis Pumps designed for this project are a sole source item because the Caledonia Utility District has all Fairbanks Nijhuis pumps within its current system. The staff is familiar with maintaining Fairbanks Nijhuis pumps and it would not make sense to introduce a different brand of pump into the system. The Fairbanks Nijhuis pumps have been reliable and dependable. The local distributor for Fairbank Nijhuis pumps is L.W. Allen of Madison.

The Starnet Technologies Arrow Prefabricated Control Building designed for this project is also a sole source item. Starnet Technologies is a Caledonia company that the Caledonia Utility District has worked with for many years. Starnet Technologies provides the custom-built controls and alarms that integrate with the Caledonia Utilities SCADA system.

Sole Sourcing this equipment will allow the Caledonia Utility District to save approximately 10% to 15% on contractor markup. Sole Sourcing will also allow the significant lead times for the various pieces of equipment to begin. (Lead times are 12 to 16 weeks)

The cost for these sole source items are as follows. For the Fairbanks Nijhuis pumps the total cost is \$46,487.00. For the Starnet Technologies Arrow Prefabricated Control Building the total cost is \$186,992.00.

The Caledonia Utility District is requesting to use the Sole Source Products/Specific Brands Exception in Ordinance 2-4-25(d)(3)(c)(ii) for the purchase of the Fairbanks Nijhuis Pumps and the Starnet Arrow Prefabricated Control Building.

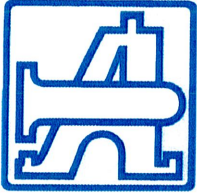
Sincerely,



Anthony A. Bunkelman, P.E.  
*Utility Director*

Village of Caledonia

## PROPOSAL



**L.W. ALLEN, LLC**

*A Full Service Distributor*

**PUMPS – CONTROLS – REPAIR CENTER**

4633 Tompkins Drive - Madison, WI 53716

Phone 608.222.8622

Fax 608.222.9414

Caledonia Utility District

Attn: Mr. Bob Lui

PROPOSAL ID: 21060410CBBrev2

REFERENCE: Dominican LS

LOCATION: Caledonia, WI

BID DATE:

FREIGHT IS F.O.B. ORIGIN

☒ ALLOWED ☐ PREPAID & ADD ☐ COLLECT

TERMS: NET-30 DAYS PER ATTACHED TERMS AND CONDITIONS

PRICES DO NOT INCLUDE SALES OR USE TAXES

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
A	2	<p>L.W. Allen is pleased to provide the following equipment for your consideration:</p> <p><b>Fairbanks Nijhuis 5" B5433</b> vertically mounted Builttogether dry pit centrifugal solids handling pump rated for 700 gpm at 25 ft. Included are pump with two-vane solids handling impeller with sst wear ring (300-350 BHN), front head wear ring (300-350 BHN), sst fasteners, John Crane double mechanical seal with sst shaft sleeve, 6" x 5" suction elbow with cleanout, hydrostatic testing, HI certified performance testing, Tnemec primer paint, and 10 HP 1180 rpm ODP/WP1 motor.</p> <p style="text-align: right;"><b>Total Item A.....</b></p> <p><b><u>Included:</u></b> Submittals, O&amp;M manuals, freight to job site, and start up services</p> <p><b><u>Not Included:</u></b> Installation, anchor bolts, base plates, platforms, fittings, reducers, elbows, expansion joints, bushings, or piping of any kind, gauges, valves, electrical junction boxes, disconnects, conduit, control panels, conduits, electrical wiring of any kind, or anything else not specifically noted in above scope of supply.</p>	<b>\$46,487.00</b>

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

PRICE FIRM FOR **30** DAYS

NAME OF PURCHASER

SUBMITTED THIS:

June 07, 2021

BY: \_\_\_\_\_

NAME & TITLE

L.W. ALLEN, INC.-BY:

*William A. Buckles*

William A. Buckles, P.E.

### Terms and Conditions

**Controlling Provisions:** These terms and conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide (whether received by Seller prior or subsequent to date hereof), and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

**Quotations and Acceptance:** Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment and approval of the quotation as written and an acceptance of the Terms and Conditions hereof. Written quotations shall expire on the date specified in the quotation or, in the absence of such specification, thirty calendar days from the date issued. Seller may, by written notice, terminate a quotation at any time prior to acceptance. Any purchase order received after expiration of a quotation, which Seller honors, shall be subject to all of the Terms and Conditions hereof.

**Submittal Drawings:** Submittal of drawings for approval, if required, will be made after receipt of complete information from buyer. The quantity of the submittal drawings will be as specified in the contract documents. Additional sets will be supplied at \$150.00 per set. Return to Seller of one (1), final approved drawing constitutes notice to Seller to proceed with manufacturer. If this order is conditioned upon "engineer approval" Seller requires written notification from buyer in the form of approved submittal data.

**Force Majeure:** Seller shall not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damages suffered by the buyer due to such delay or failure, when the delay or failure is, directly or indirectly, caused by or arises from delays of suppliers or carriers or any other cause beyond Seller's control.

**Prices and Taxes:** All prices are F.O.B. factory unless expressly stated otherwise. Prices do not include sales, excise, municipal, state or other governmental taxes. Buyer shall be responsible for all taxes.

**Credit Approval:** The credit terms specified on the face hereof are subject to Seller's continuing approval of Buyer's credit. Seller may withdraw the extension of credit and require modified payment terms if, in Seller's sole judgment, Buyer's credit or financial standing is impaired to the point where Seller in good faith deems itself insecure.

**Delivery:** Unless otherwise specified in this quotation, delivery will be F.O.B. Seller's point of shipment. Buyer will accept delivery within twenty (20) days after Seller notifies Buyer that the equipment is ready for shipment. If Buyer does not furnish exact shipping instructions within ten (10) days after acceptance of this proposal, Seller will select, at its discretion, the means and terms of shipment. Seller will not be liable for any loss resulting from such selection. The time of delivery is an estimate only, and Seller may change such time if it does not receive the information and approvals necessary to proceed with the manufacture of equipment.

**Title, Risk of Loss, Inspection of Equipment:** Title and risk of loss to the equipment shall pass to Buyer upon delivery of the equipment to the carrier. Buyer shall immediately inspect equipment upon receipt and any damage must be noted on the carrier's bill of lading at time of receipt. Seller is not liable for any shortages or nonconformance unless notified by Buyer within 10 days of Buyer's receipt of the equipment. Buyer will make all claims for loss or damage in transit against the carrier.

**Changes, Cancellations, Returns:** All changes, cancellations, or returns must have Seller's prior written approval and are conditional on compliance with manufacturer's cancellation/return policies and subject to restocking fees and service charges. Authorized returned equipment must be packaged and shipped prepaid to manufacturer.

**Payment:** Unless the Seller extends alternative credit terms, 90% of the total purchase price is due net 30 days after delivery of equipment (but in all cases prior to field service start-up, if earlier) and the remaining 10% is due upon start-up of equipment by Seller's field technician, but in no event more than 90 days after shipment of equipment. Any balance owed by Buyer after the due date is subject to a 1.5% per month delinquency charge until paid. **FIELD START-UP SERVICE CANNOT BE AUTHORIZED WITHOUT RECEIPT OF PAYMENT IN THE AMOUNT OF 90% OF THE TOTAL PURCHASE PRICE.** If no start-up is required, 100% payment is due net 30 days from invoice date. **BUYER'S PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY.**

**Indemnification and Default:** In addition to all other amounts due hereunder, buyer shall reimburse Seller in full for all collection costs or changes, including reasonable attorney fees, which Seller may incur in the collection of past due amounts from buyer, including interest on overdue accounts. If buyer is in default under this or any other agreement with Seller, Seller may defer performance hereunder until such default is cured. Seller shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

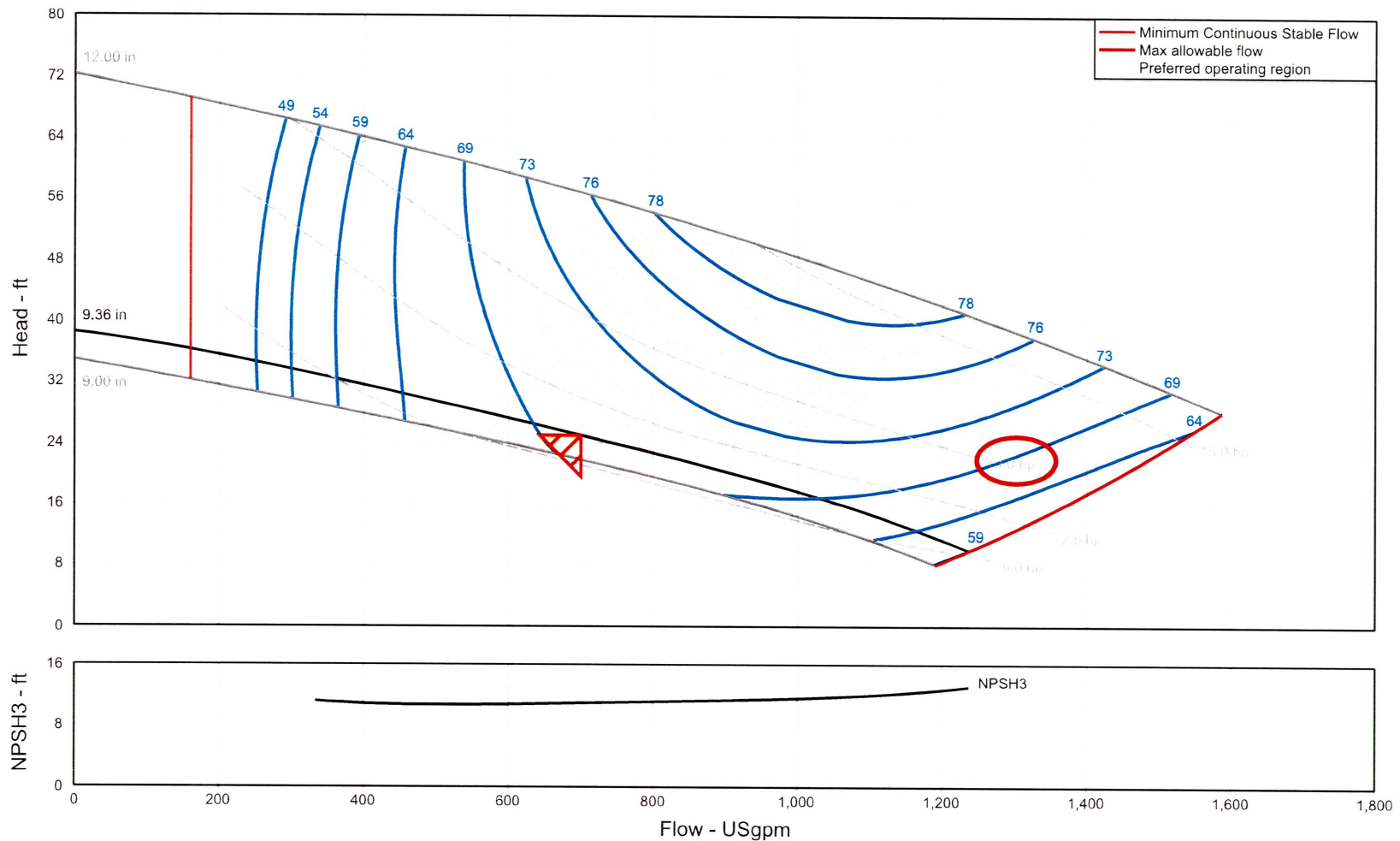
**Security Interest:** Seller shall retain a security interest in the equipment until the full purchase price has been paid. Buyer's failure to pay any amounts due shall give Seller the right to possession and removal of the equipment after providing ten (10) days written notice. Seller's taking of such possession shall be without prejudice to any other remedies Seller may have.

**Warranty and Liability:** Buyer shall have such warranty rights, and only such warranty rights, as may be extended by the manufacturer of the product. The terms and conditions of any such warranty rights are set forth in the Manufacturer's Operation/Maintenance Manual which accompanies each product. Seller does not otherwise offer any guaranty or warranty for the product. Seller disclaims any and all warranties; express or implied, including the warranties of merchantability and fitness, except as may be set forth in the terms and conditions of sale in this Agreement or in any express written warranty which seller may have otherwise extended to Buyer for the product. Unless otherwise agreed, warranty coverage is 18 months from date of shipment or 12 months from date of startup, whichever comes first.

Seller shall not be liable for any damages, charges for labor, or expense in making repairs or adjustments to the product without prior written approval of Seller. Seller shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or service by Buyer or any third party. Seller shall not be liable for startup or any other field work performed by personnel other than authorized representatives of Seller unless expressly approved in writing in advance by Seller. Seller shall in no event be liable for any consequential, incidental or liquidated damages or penalties. Seller's liability under this Agreement shall in no event exceed the lesser of: (i) the cost of remediating any defect or deficiency in the performance of Seller hereunder; or (ii) the purchase price of the product in respect of which the claim is made.

**Operation/Maintenance Manuals:** Buyer's installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation in contract documents. If none specified, one will be provided at no added cost, with additional copies at \$150.00 each.



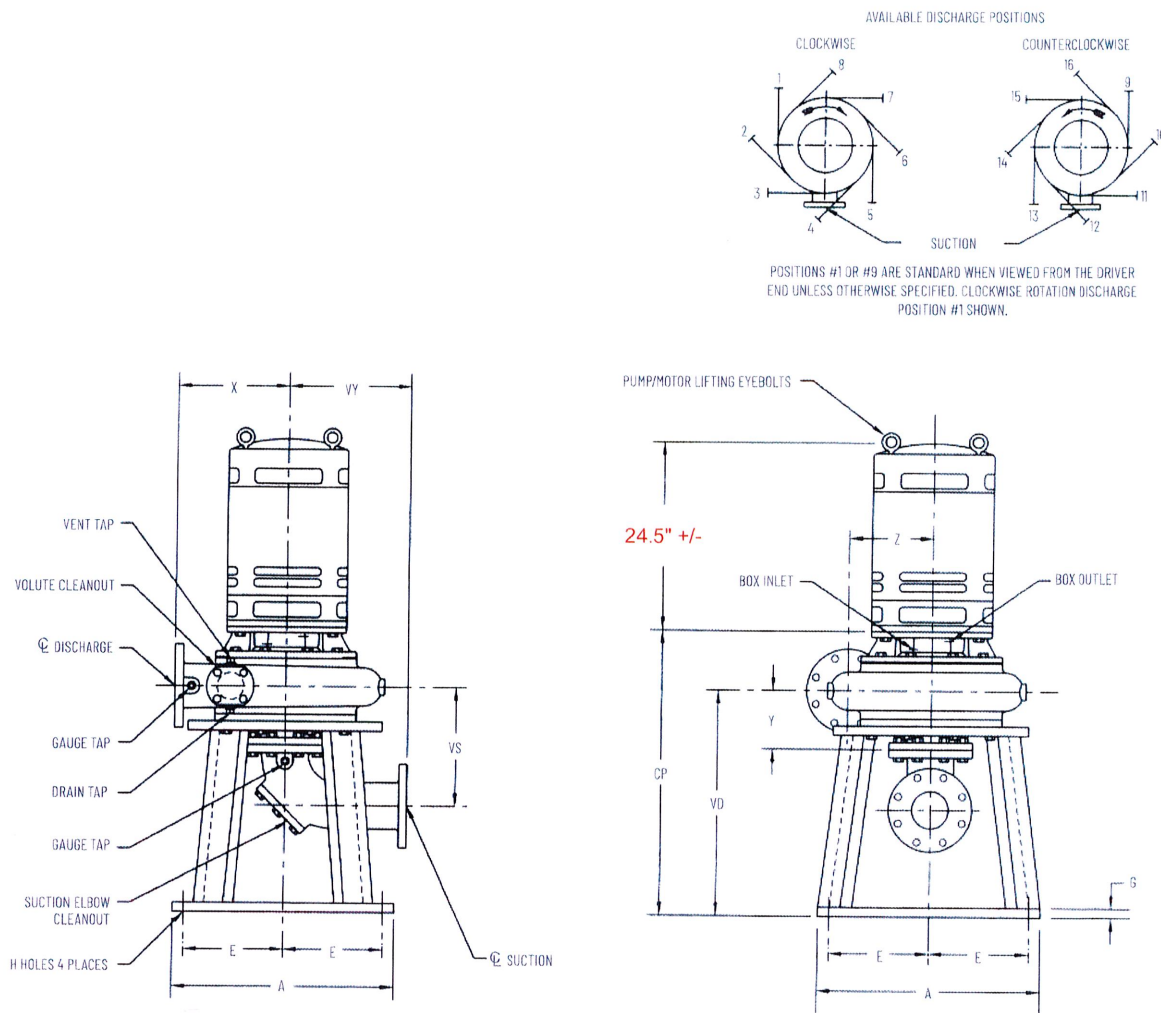


Item number : 001  
Service :  
Quantity : 1  
Quote number : 315502  
Date last saved : 10 Jun 2021 8:36 AM

Size	: 5" 54X3
Stages	: 1
Speed, rated	: 1185 rpm
Based on curve number	: 5-54x3-1800-T5C1A
Efficiency	: 69.87 %
Power, rated	: 6.32 hp

Flow, rated	: 700.0 USgpm
Differential head / pressure, rated	: 25.00 ft
NPSH required	: 10.92 ft
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity	: 1.00 cP
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00

## Dimensional Data – B5433



PUMP	FRAME	SUCT	DISCH	A	E	G	H	X	Y	Z	CP	VD	VS	VY
3" B5433	213T-286T	3	3	24	10-3/4	1	1-1/8	11	5-1/2	7-3/4	29-5/8	23-3/4	11	5-1/2
3" B5433	213T-286T	4	3	24	10-3/4	1	1-1/8	11	5-1/2	7-3/4	29-5/8	23-3/4	12	6-1/2
4" B5433	213T-326T	4	4	24	10-3/4	1	1-1/8	12	6-1/4	9	30-5/8	24-1/4	12-3/4	13-1/4
4" B5433	213T-326T	6	4	24	10-3/4	1	1-1/8	12	6-1/4	9	30-5/8	24-1/4	12-3/4	13-1/4
5" B5433	215T-364T	5	5	24	10-3/4	1	1-1/8	13	7-1/4	9-1/2	31-5/8	24-3/4	14-3/4	7-1/2
5" B5433	215T-364T	6	5	24	10-3/4	1	1-1/8	13	7-1/4	9-1/2	31-5/8	24-3/4	14-1/8	10
5" B5433	215T-364T	8	5	24	10-3/4	1	1-1/8	13	7-1/4	9-1/2	31-5/8	24-3/4	16-1/4	9
6" B5433	215T-365T	8	6	24	10-3/4	1	1-1/8	12	9	9	31-5/8	24-3/4	17	8
6" B5433	215T-365T	6	6	24	10-3/4	1	1-1/8	12	9	9	31-5/8	24-3/4	17	8

### NOTES:

All Flanges are 125# ANSI drilling unless noted.

All dimensions are in inches unless noted.

Dimensions reflect usable shaft length.

5400'S and 5400K's are dimensionally identical.

Bases are designed to have full contact with grout or a sole plate grouted in place.

Not for construction, installation, or application purposes unless certified.

Dimensions shown may vary due to normal manufacturing tolerances.



Phone: (262) 886-0228  
Fax: (262) 886-0221  
8520 Hollander Drive  
PO Box 374  
Franksville, WI 53126 – 0374

## PROPOSAL

**Date:** June 30, 2021

**Attention:** Grindeland Engineering  
Steve Grindeland, Licensed Electrical Designer  
Phone: 262.777.0907

813 Fox Ln, Suite C  
Waterford, WI 53185

**Project:** Caledonia – Dominican Lift Station  
**Location:** Wisconsin

**Lead Time:** Submittal Drawings 6-8Weeks ARO; Shipment 12-16 weeks after approved submittals (lead-times subject to change based on availability of procurement of parts/equipment)

This proposal is based upon the information available at the time that it was created. Proposal is subject to changes due to changes in project conditions. Please contact factory for updates to proposal if changes are made to the design which may affect this proposal.

SCOPE OF SUPPLY			
NO.	QTY.	ITEM	DESCRIPTION

**One (1) Arrow Starnet Control Structure - completely prewired automatic walk-in style control system for pump control and alarming as specified. Arc Safe UL listed control panel carrying a UL Label indicating suitable for use with intrinsically safe circuits extending to classified hazardous locations. Arrow Model MCX 1220 Duplex 480V, 3-Phase, 100 Amp, with RVSS with bypass circuitry, submersible transducer-based control with 2 float redundant back to operate (2) 10 HP Pumps, with the following options included:**

### Prefab Control Building

#### Arrow Prefabricated Control Building (MCX 12' x 20')

Faux Brick Exterior (Color Selection by Owner)  
Standing Seam Metal Roof (Color Selection by Owner)  
Fiberglass Door w/ Keypad (Color to Match Roof & Trim)  
(2) Faux Windows  
(4) Interior LED Lighting  
LED Exterior Lighting with Photocell Control  
Magnetic Door Switch  
Thermostatically Controlled Heating & Ventilation  
Main Service 3 Pole Fusible S.E. Disconnect  
Mini Power Center, 10 KVA,  
JB-C NEMA 3R Junction Box  
Alarm Beacon and Horn  
Installation of Flowmeter Transmitter (FBO)  
Exhaust Fan Ventilator  
Temperature Transmitter  
Temperature Switch  
Motorize Damper, Generator Exhaust, Duct



45 KW Natural Gas Generator  
Provisions for Natural Gas Connection  
GFCI Receptacles  
Exterior Mounted TJB with Vented Skirt for Wet well Interconnections  
Manual Transfer Switch with Generator Receptacle  
.

**Control Panel    ArcSafe® UL Listed Pump Control Center (PCC)**

Rockwell PLC Pump Controller  
Panelview HMI  
Surge Protector  
Float Backup Control  
24Vdc PCP Power Supplies & UPS  
Intrinsic Safe Barrier & Relays  
Phase Monitor Relay  
30mm HD LED Indicators  
30mm HD Pushbuttons & Selector Switches  
FVNR Motor Starters  
Molded Case Circuit Breakers  
Control Power Transformers w/ Pri & Sec Fusing  
Elapsed Runtime Meters  
Transient Voltage Surge Suppressor  
Automatic Transfer Switch  
Submersible Level Transducer with 100' cable  
(2) Float Switches with 100' cable  
Magnetic Flowmeter/Transmitter (FBO)  
Install pump protection modules (FBO)

**System Integration**

**System Integration Services**

Custom CAD Drawings & PDF Submittals  
Pre-shipment Testing of provided equipment  
PDF Operation & Maintenance Manuals  
Startup Service and Owner Instruction

**Total NET Price Listed Items & Services:        \$ 186,992.00**

Freight to the Jobsite is included in the quoted price.

Respectfully Submitted,

Dave Bloch 515 707 6032 – Nick Valdez 501 515 3737  
Starnet Technologies  
Main Office: 262-886-0228

NOTES:

- PE. Stamped drawings provided for skid structure and building envelope. Drawings are provided after submittal approval confirming the structure dimensions, construction, openings and features are acceptable.
  - Arrangement should be made for morning arrival.
  - Estimated unit weight is 28,000 lbs. to 35,000 lbs.
  - Estimated dimensions are 20' long x 12' wide x 13' / 15' high.
  - Arrow Starnet will not accept any charges associated with unloading delays. Any charges incurred by Arrow Starnet from shipping company due to unload site delays or refusals will be charged to installing contractor.
  - Installing contractor required to provide unloading equipment and machinery on site.
  - Arrival time of equipment at jobsite is subject to route and time of day requirements for oversize loads.
- Contractor is responsible for supplying rigging, unloading station, setting and anchoring station, supplying and installing field connection couplings / flanges, installing electrical site utilities, generator natural gas connection
- Mechanical slab and foundation design is not included within the scope of this proposal and is the responsibility of others to insure a sound structural foundation to support the pump station.
  - Arrow Starnet shall provide building layout drawings/schematics/drawing for equipment provide and supplied other and installed for interconnect.
  - Structure requires continuous support under complete base.
  - Complete station shall be warranted for a period of one year from date of startup, not to exceed 18 months from date of shipment
  - Some construction materials may vary and will be like components used based on UL - Starnet Standard

**Contractor Check List, items not included in above pricing:**

- **PLC Programming and HMI Programming with SCADA communication by City of Caledonia Utility District**
  - Offloading & Setting
  - Monitors/cellular service or SCADA communication equipment
  - Additional onsite service trip or services,
  - Field Installation
  - Pumping equipment or accessories
  - Mini Flood Switches, Exterior area lights,
  - Gas Detection System
  - Chemical Feed Systems or piping/control of any kind
  - Exterior Temperature detectors
  - Startup Service Owner Instruction on Pumping Equipment
  - Meter Disconnect/Meter Socket
  - Magnetic Flowmeter or Flowmeter Transmitter
  - Sales or use taxes
  - Bond costs
  - License fees or permits of any kind.
  - Spare parts of any kind (unless specifically noted).
  - Incoming wire termination or making of any kind.
  - Setting of or mounting of equipment.
  - Unloading of equipment from delivery trucks or on-site storage thereof.
  - Equipment delivery to multiple sites within City or project.
  - Onsite Jobsite pre-construction or progress meeting attendance. (Zoom Meeting if Required)
  - Excavation or backfill of any kind.
  - Concrete work of any kind
  - Exterior conduit or conduit fittings of any kind.
  - Field instrumentation/device mounting brackets, plates, anchor bolts, or hardware (unless specifically noted).
  - Grounding of equipment or associated ground rods or conductors.
  - Specialty electrical testing of any kind (i.e. resistance, insulation, etc.)
  - Exterior Panel mounting hardware/supports of any kind.
  - Incoming power wire, cable, or conduit to panels.
  - Power Company metering or transformers of any kind.
  - Onsite Installation supervision.
  - Interconnecting wire, cable, or conduit between TJB and wetwells/valve vault
  - Flange nuts/bolts or pipe spacers.
  - Anchor bolts
  - Allowances
  - Arc Flash Studies or Generator Testing
  - Tax(es) [Add if Applicable]
  - Any Items and Services not listed in the Proposal

## CONDITIONS OF THIS PROPOSAL

### ITEMS AND SERVICES

Scope of Supply is limited to the items and services that are specifically named and/or described within the Quotation.

### PRICING AND PAYMENT

Pricing is valid for ninety (90) days. Terms are NET 30. Add 1.5% per month for late payment. Pricing is based on the information available at the time of this proposal. Pricing includes items listed in this proposal within the nature outlined in this document. Seller may charge partial payments, progress payments, for item(s) as they are available for delivery even if the customer is not ready to receive the item(s).

### TAXES

In Wisconsin we will add tax unless customer has provided a resale or exemption certificate with the purchase order. Purchases made outside of Wisconsin, customer is responsible for paying state use tax directly if applicable.

### PURCHASE

Starnet Technologies requires either a signed and returned copy of this proposal or a purchase order which references this proposal. Starnet Technologies is an equipment manufacturer and supplier, not a subcontractor, and as such will not accept a subcontract.

### CANCELLATION

Cancellation of purchase is only allowed with sufficient notice as determined by the seller. Seller may charge a percentage of the total sale price for partial completion occurring prior to order cancellation.

### RETURNS AND EXCHANGES

Full or partial returns and/or exchanges are subject to the seller's discretion. Additional charges may be added for exchanges if it is evident that the exchange is due to design or specification errors or inadequacies which are outside of the seller's control or influence. Charges for exchanges will be based on the cost(s) for additional time and material as determined by the seller. Additional charges will be added for returns if they are not covered under agreed upon warranties during the warranty period.

### FORCE MAJEURE

Seller is not responsible for any damages or losses that are due forces outside of its reasonable control. These include but are not limited to acts of God, improper handling or storage by purchaser, acts of government or government agencies, floods, fires, lightning strikes, etc. Seller will be given adequate time added to project deadlines to provide replacements for items covered under warranty or purchased in addition to original order.

### SUBMITTALS

Submittal documents, if required and included in this proposal, (CAD drawings, data sheets, and other required information) should be available in 4 to 8 weeks after receipt of purchase. Up to seven (7) Hard Copies and one (1) Electronic Copy, if required, will be provided upon request after receipt of purchase. Each additional Hard Copy submittal required will be charged at one-hundred dollars (\$100.00) per copy. Return of approved submittal and/or signed copy of approved review sheet is treated as notice to begin production. Resubmittal(s), if required, will be provided at no additional charge if originals are returned for edits/additions/replacements. Resubmittal(s), if required, will be charged at one-hundred dollars (\$100.00) per copy if originals are not returned.

### EQUIPMENT CABLES

If cables are provided as integral to equipment (e.g. Floats, Transducer, Mag. Meter Cables) they will be provided at fifty (50) feet length standard. Each additional foot will be charged as an adder with pricing being dependent on equipment manufacturer's current rate.



#### DELIVERY

Freight, whether prepaid or prepaid & added, is FOB origin. Freight for items included in this proposal is provided for shipment to one location. The location of delivery is presumed to be either the jobsite or the customer's facility. Offloading of equipment upon delivery is not included. Customer or Contractor must provide means for offloading equipment. Some equipment may require a crane or forklift to offload, if a machine is required for offloading it is to be provided and scheduled by the Customer or Contractor.

#### INSURANCE

Insurance will be provided for equipment stored at our facility and in transport when delivered by a Starnet Technologies provided truck. Starnet provided insurance does not cover equipment once it is in the possession of the Customer or Contractor.

#### SCHEDULING

A two (2) week notice for scheduling of any site visits is recommended. Starnet technicians who perform start-up and similar duties often have appointments and obligations up to two (2) weeks out. Starnet will try to accommodate with a shorter notice if we have someone available. Scheduling is based on a first come first served basis.

#### START-UP

If Start-up is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site or phone support is included. A time and material charge will be added for additional site visits if they are due to insufficient facilities or causes outside of the responsibility of Starnet Technologies.

#### WARRANTIES

A one (1) year warranty is provided standard on Starnet provided equipment. On-site work for warranty covered replacements is not included and will be charged at standard time and material rates as applicable. Warranties may be voided by improper installation, unauthorized modifications, or inadequate storage of provided equipment. Warranty period begins at the time of start-up.

#### TRAINING

If Training is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site training is included. Additional time required for training will be charged at our standard rates.

#### OPERATION AND MAINTENANCE MANUALS

Operation and maintenance manuals, if applicable and listed in this proposal, will be available at or after startup of provided equipment. These manuals, if provided, will not be provided until receipt of final payment. Up to four (4) Hard Copies and one (1) Electronic Copy, if required, are included in this proposal. Each additional Hard Copy of Operation and Maintenance required will be charged at one-hundred dollars (\$100.00) per copy.

#### CONFIDENTIALITY

This proposal has been provided with the confidence that it will not be shared with or presented in whole or in part to anyone who is a competitor of Starnet Technologies. The information contained in this document is confidential in nature and is strictly intended to be viewed by customers and official representatives of Starnet Technologies and/or specific product lines manufactured by Starnet Technologies (e.g. Arrow products).

#### LIABILITY

It is understood and agreed that seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by buyer and under no circumstances shall seller be liable for special, indirect or consequential damages. The price stated for the merchandise is a consideration in limiting

seller's liability. No action, regardless of form, arising out of the transaction under this agreement may be brought by buyer more than one-year after the cause of action has accrued.

#### AGREEMENT

By signing and returning or providing a purchase order which references this proposal the purchaser acknowledges that they have read, understand, and agree to the terms and conditions of this proposal. If there are any questions or comments in regards to any of the items, services, terms, or conditions of this proposal please contact Starnet Technologies or an official representative as applicable.