

## AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission  
From: Jeremy Howard, City Manager  
Date: January 15, 2026  
Regarding: North Water Tower Cathodic Protection

For the Agenda of December 15, 2025

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**Background** As you may recall, the FY25/26 Capital Improvement Plan called for the addition of cathodic protection to the North Water Tower. The reasoning and need are explained in the memo (*att'd*) from Water Treatment Superintendent Dale Clark and also included are the installation quotes (*att'd*) from Dixon Engineering, Corrpor, and Rays Welding. Corrpor is the only company in Michigan that performs this work, thus necessitating the request for a sole source bid/project approval in the amount of \$37,881.

I concur with Dale's recommendation to utilize Dixon Engineering, Corrpor, and Rays Welding for the installation and would now ask the commission to approve the expenditure of funds for the repair of the clarifier as well as authorizing the City Treasurer/Finance Director to make any and all necessary budget amendments related to the expense which is budgeted for in the CIP at \$40,000. I would also request the City Commission authorize the City Manager and/or Water Treatment Superintendent to sign any and all necessary documents to complete the project.

**Question Specified** Should the City Commission approve the expenditure of funds to complete the installation?

### **Alternatives**

1. Approve the expenditure of funds to complete the installation.
2. Do not approve the expenditure of funds to complete the installation.
3. Set aside decision regarding this matter to a later date.

**Financial Impact** The cost to install the cathodic protection to the North Water Tower is \$37,881. This was a planned 25/26 CIP expense and the amount of the installation is less than the estimated amount placed in CIP (\$40,000).

**Recommendation** I recommend that the City Commission approve the sole source award of work to Dixon Engineering, Corrpor, and Rays Welding to complete the installation of cathodic protection on the North Water Tower and the expenditure of funds in the amount of \$37,881, as well as authorizing the City Treasurer/Finance Director to make any and all necessary budget amendments related to the expense and authorize the City Manager and/or Water Treatment Superintendent to sign any and all necessary documents to complete the project by adoption of Resolution 2026-003.

### **Attachments**

1. Memo from Dale Clark – Water Treatment Superintendent.
2. Quotes from Dixon Engineering, Corrpor, and Rays Welding.
3. Resolution 2026-003.

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**INTEROFFICE MEMORANDUM**

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**TO:** JEREMY HOWARD  
**FROM:** DALE CLARK  
**SUBJECT:** NORTH WATER TOWER  
**DATE** 1-9-26  
**CC:**

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Jeremy,

The north water tower is just over ten years old. To maximize the coating longevity and water quality, I am recommending that we install cathodic protection for the interior of the tank. I have consulted with Dixon Engineering and Corrpor is the only company that performs the work in Michigan. Attached is a quote from Rays welding for the installation of the needed brackets, Corrpro to install the cathodic protection and Dixon Engineering for the inspection of the work. This work is scheduled to be completed this year in my CIP. Barring any unforeseen circumstances the total cost is \$37,881.00.



1104 Third Avenue  
Lake Odessa, MI 48849  
Telephone: (616) 374-3221  
Fax: (616) 374-7116

December 10, 2025

Dale Clark  
City of Clare  
202 W. Fifth St  
Clare, MI 48617

Subject: Dry Maintenance and Cathodic Protection Installation Observation

Dear Dale,

Enclosed is the Dry Maintenance inspection and Cathodic Protection Installation Observation proposal for the 500,000 Spheroid water storage tank.

Our proposal is divided into a Cover Page, Exhibits, A, C, D, GP, and IR. The Cover Page signature page and fee page. Exhibit A details our services, Exhibit C basis of fees, invoicing, and payment matters. Attachment C-1 fee rates, and a breakdown of fee for services provided in this agreement. Exhibit GP is general provisions from the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (616) 292-1288.

FOR DIXON ENGINEERING, INC.,

A handwritten signature in black ink, appearing to read "Eric Binkowski", enclosed in a hand-drawn oval.

Eric Binkowski  
Project Manager

Enclosure



1104 Third Avenue  
Lake Odessa, MI 48849  
Telephone: (616) 374-3221  
Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: \_\_\_\_\_ (“Effective date”) between City of Clare, Michigan (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: Phase 1 (Dry Maintenance) and Phase 4 (Construction) services for the 500,000 Gallon Spheroid (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$6,300**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

**Proposals / Agreement Signatures**

Eric Binkowski, Project Manager December 10, 2025  
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER                      POSITION                      DATE

Co-SIGNATURE of Contract (if required)                      POSITION                      DATE

AGREEMENT APPROVED by DIXON                      POSITION                      DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Dale Clark  
Address for Owner’s receipt of notices: \_\_\_\_\_  
City of Clare  
202 W Fifth St  
Clare, MI 48617  
Email: DCLARK@CITYOFCLARE.ORG

Designated Person: Eric Binkowski  
Address for DIXON’s receipt of notices: \_\_\_\_\_  
Dixon Engineering, Inc.  
1104 Third Avenue  
Lake Odessa, MI 48849  
Email: ericbinkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document. [This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Owner and DIXON further agree as follows:

#### **ARTICLE 1 SERVICES OF DIXON**

##### **1.01 DIXON shall provide or cause to be provided:**

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
  - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
  - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

#### **ARTICLE 2 OWNER'S RESPONSIBILITIES**

##### **2.01 Owner shall provide or cause to be provided:**

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

#### **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

##### **3.01 Commencement:**

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C**

**ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP**

**ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP**

**ARTICLE 7 DEFINITIONS**

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

**ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS**

- A. EXHIBITS Included:
  - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  - 2. EXHIBIT C, Attachments C-1, and C-2.
  - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
  - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
  - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
  - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
  - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

**ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.00** Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

**9.01 Survival:**

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**9.02 Severability:**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace

such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**9.03 Successors, Assigns, and Beneficiaries:**

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

**9.04 Waiver:**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

**9.05 Accrual of Claims:**

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

**9.06 DIXON's Certifications:**

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

**9.07 Total Agreement:**

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

**DIXON's SERVICES**

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Article 1 and 2 of this Agreement

**PART 1 – BASIC SERVICES, DRR SERVICES, AND CLIENT'S RESPONSIBILITIES**

**A1.01 Phase 1 Maintenance Inspection - Study and Report (Evaluation) Phase - General:**

- A. With primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional specialization, DIXON shall:
1. Consult with Client to define and clarify Client's Project requirements, and identify available data.
  2. Assist Client in identifying potential solution(s) to Client's Project requirements.
  3. Assist Client in studying and evaluating the potential solution(s) to Client's Project requirements; recommend to Client the solution(s) which, in DIXON's judgment, meet Client's requirements.
  4. Visit the Site, or potential Project sites, to review existing conditions or facilities.
  5. DIXON's area of professional specialization is the actual steel or concrete, or both, and any applied coatings to those portions of the structure. DIXON's specialization does not include electrical, motors, controls or in some structure's rakes and gears etc. DIXON may or may not list these items under the Responsibility of the Client. It is not DIXON's intent to make the review of these items a condition of the contract merely to remind Client that concurrent reviews may be beneficial to the Client.
  6. Provide field inspection services on a prearranged date.
  7. DIXON's services under the Study and Report Phase, of this Agreement, Report and Evaluation Phase, will be considered complete on the date when DIXON has delivered to Client final copies of the revised Study and Report Phase deliverables.

**B. Maintenance Inspection of Steel Tank – Drained**

1. DIXON Services
  - a. Clean the interior surfaces of the tank with high pressure water. Cleaning is necessary for DIXON to be able to remove most of the sediment. This allows DIXON the ability to see any deterioration of the steel, pitting, etc. High pressure water also enables DIXON to perform a very low-cost adhesion test on the remaining coating. DIXON would notice if the coating is wavering, etc. which would indicate very poor adhesion and anticipated failure.
  - b. Observe the tank's interior coating for remaining intactness and anticipated life. Review all interior girders, surfaces, and appurtenances for possible structural damage from icing or corrosion and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between observation and repair.
  - c. Observe the exterior coating and perform adhesion tests where coating adhesion is questionable. Collect coating samples, if necessary, by scraping painted surface to expose substrate. Samples shall be analyzed for total lead or total chromium by laboratory testing procedures. If it is evident that repainting is not necessary for several years, no destructive testing will be performed.

- d. Review all exterior appurtenances for damage, due to corrosion, or other sources.
  - e. Review all safety requirements for ladders, cages, etc., interior and exterior.
  - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources, per latest health agency standards of the state where the project is located.
  - g. Review the exterior of the exposed foundations.
  - h. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include conclusions and recommendations, base report, digital photographs with descriptions, and a field inspection report. Provide one hard copy and one digital copy.
  - i. Chlorinate the tank per AWWA Method No. 3 C-652. This item may be relocated to the Scope of Services Performed by Client, if thus contracted.
  - j. If needed, DIXON will furnish pressure relief valves to the Client for use on the distribution system two (2) days prior to the inspection. The Client is to return the valves to DIXON within one week of the inspection. The purpose of these valves is to wastewater to prevent excess pressures in the line. The Client is cautioned to inspect these valves prior to their installation as they are provided to many clients with different water supplies and different water constituents. These valves are directly shipped by DIXON from one client to another; therefore, the valve must be adjusted and checked for sticking and pressure settings by the Client prior to each use. The Client should be aware that the valves are a safeguard, but they are not failsafe. The Client should pay special attention to excess pressures in zones where they anticipate problems, such as older pipes. Valves can be sent up to a week or two in advance at the Client's request. Client is to return valves to DIXON after inspection and may be charged \$50 per valve/week after two weeks.
2. Client's Responsibilities
- a. Provide for the use of the DIXON a source of water. This can either be a hydrant or hose bib supply.
  - b. The Client is not required to provide personnel to climb the tank; however, they are welcome to do so, provided they obtain and use their own safety equipment.
  - c. Remove from the site all paraphernalia removed from the tank by DIXON, including steel plates, spent cathodic rods, wiring, and mud. This is strictly at the option of the Client. It is DIXON's policy to remove the items and leave them at ground level.
  - d. Perform bacteriological testing after completion of the inspection. Two (2) consecutive samples are recommended at 24-hour intervals per AWWA Method No. 3 C-652.
  - e. Operate the system without the tank in-service. This includes the operation and monitoring of pressure relief valves, if necessary.

**A1.04 Phase 4 Construction:**

**A. RPR Services for Maintenance of Existing Structures**

1. Hold Points - General
  - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
  - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
  - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).

- d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point Quantities are estimates and are itemized in EXHIBIT C, Attachment C-1.
  2. Hold Point Weld/Modifications- Observe, Record, Report, and:
    - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, etc.).
  3. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary at each Site visit observation.
    - a. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
  4. Hold Point Coating Wet Interior - Observe, Record, Report, and:
    - a. Topcoat for compliance with specifications.
  5. Hold Point Coating Dry Interior- Observe, Record, Report, and:
    - a. Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.
  6. Hold Point Cathodic Protection - Observe, Record, Report, and:
    - a. Cathodic protection repair/installation work for specification compliance.
- B. Construction Phase Client's Responsibilities:**
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.

## **BASIS OF FEES, INVOICING, AND PAYMENT**

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### **Part 1 BASIS OF FEES**

#### **C1.01 Basis:**

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

#### **C1.02 Methods of Rate Calculation including Limitations:**

- A. Standard Hourly Rate (SHR) Method:
  - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
    - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
    - b. Overtime rates apply for all hours worked on weekends and holidays.
    - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
  - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
    - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
  - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
    - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
      - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
      - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
      - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
  - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
  - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

- Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
1. Reimbursable expenses are calculated and included in Unit Prices.
  2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

**C1.03 Definitions including Limitations:**

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SIIR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#\_\_ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

**C1.04 Fees:**

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this

Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
    - a. Excessive submittal review,
    - b. Excessive evaluations of proposed substitutes,
    - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
    - d. Work is defective, require correction or replacement including additional observation costs.

**C1.05 Estimated Fee:**

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
  1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
  3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce

the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

**C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:**

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
  - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.
  - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
  - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

**PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:**

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
  - 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30<sup>th</sup> day.
  - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

**PART 3 SELECTION OF RPR SERVICES**

**C3.00 Selection of Full Time vs. Daily RPR**

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

**C3.01 Financial Considerations when Selecting RPR Services:**

- A. Minimum Hourly and Weekly requirements.
  - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
  - 2. Full Time RPR Services:
    - a. Minimum workday - 8 hours.
    - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
    - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
    - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
    - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.  
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

**C3.02 Hold Point Observations:**

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

**SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES**

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Six Thousand, Three Hundred Dollars, \$6,300** and summarized as follows:

SCHEDULE OF VALUES				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01- Maintenance Evaluation			\$4,800	Lump Sum
A1.04- RPR Observation			\$1,500	Lump Sum
TOTAL:			\$6,300	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

**Employee Billable Rates and Terms**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$185.00 per diem	\$185.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)**

EXHIBIT C ATTACHMENT C-2: Agreement Between  
Client and DIXON

**Employee Billable Rates and Terms**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00
<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)**

**ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

**ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

**E1.01 Electronic Documents Protocol**

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
  - 1. Basic Requirements
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
    - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
    - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
    - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
    - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  - 2. System Infrastructure for Electronic Document Exchange
    - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
    - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
    - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
  - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
  - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
  - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
  - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
  2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

**SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

EXHIBIT E: Agreement Between  
Client and DIXON

<b>Notes</b>	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
<b>Key</b>	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
<b>Minimum Version Required</b>	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

**GENERAL PROVISIONS and RELATED CONDITIONS**

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

**GP1.01 Standards of Performance:**

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

**GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:**

- A. DIXON's Services and Additional Services do not include:
  - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
  - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
  - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
  - 4. providing legal advice or representation

**GP1.03 Opinions of Probable Construction Cost:**

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

**GP1.04 Use of Documents:**

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
  - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
  - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
  - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
  - 4. The limited license to Client shall not create any rights in third parties.

**GP1.05 Controlling Law and Compliance with Laws and Regulations:**

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

**GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:**

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

**GP1.07 Visits to Site and Observation of Construction**

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
  2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
  3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
  4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
  5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
  2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
  2. nor shall DIXON have authority over or responsibility,
    - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
    - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
    - c. for the coordination of the Contractors' work or schedules, nor
    - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
    - e. for the acts or omissions of any Contractor
    - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

**GP1.08 Environmental Condition of Site: Constituents of Concern (CC)**

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

Agreement

Owner: City of Clare, MI

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Exhibits: A, C, E, GP, IR

Tank No: 22-18-05-02

possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
  3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

**GP1.09 Dispute Resolution:** DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

**GP1.10 Suspension and Termination:**

- A. Suspension:
1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
  2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
    - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
    - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  2. By DIXON: Upon seven days written notice:
    - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
    - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
    - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
  3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

**GP1.11 Records Retention:**

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

**INSURANCE REQUIREMENTS AND INDEMNIFICATION**

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

**IR1.01 Insurance Requirements**

A. The limits of liability for the insurance required by the Agreement are as follows:

1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :

a. Worker' Compensation	<u>Statutory</u>
b. Employer's Liability –	
1) Bodily injury, each Accident:	<u>\$1,000,000</u>
2) Bodily injury by disease, each employee:	<u>\$1,000,000</u>
3) Bodily injury/disease, aggregate:	<u>\$1,000,000</u>
c. General Liability –	
1) Each Occurrence (Bodily injury and Property damage)	<u>\$1,000,000</u>
2) General Aggregate:	<u>\$2,000,000</u>
d. Excess or Umbrella Liability –	
1) Per Occurrence:	<u>\$2,000,000</u>
2) General Aggregate	<u>\$2,000,000</u>
e. Automobile Liability – Combined Single Limit	<u>\$1,000,000</u>
f. Professional Liability - (required only of Engineer Client)	
1) Each Claim Made	<u>\$2,000,000</u>
2) Annual Aggregate	<u>\$2,000,000</u>

**IR1.02 Insurance Requirements**

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

## **PART 2 LIMITATIONS OF LIABILITY**

### **IR2.01 Definitions:**

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

### **IR2.02 Indemnification**

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
  - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

**IR2.03 Mutual Waiver**

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

**IR2.04 Percentage Share of Negligence**

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, though, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

**IR2.05 No Defense Obligation**

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.





Tuesday, December 9, 2025

**INTERNAL CATHODIC PROTECTION SYSTEM**

**City of Clare  
Clare, MI  
500,000 Gallon Sphere  
Corrpro Ref. # MI-25-25**

Corrpro Waterworks is pleased to submit the following proposal on the above referenced project.

For this project, Corrpro Waterworks would provide all engineering design, materials, labor, equipment and supervision required for the installation of one cathodic protection (CP) system complete, consisting of an automatic rectifier energizing a horizontally suspended (ice-resistant) PERMANODE anode system. Anode material shall be titanium mixed metal oxide on a buoyant ballasted flexible suspension system. This price is based on AWWA D104 criteria and, two (2) trips to the jobsite. It is expected that the structure shall be completely drained for the initial installation visit, with both water and A.C. available at the time of the second visit for final testing.

**Corrpro Waterworks lump sum fee for these described services will be \$26,781.00.**

**\*All CP components exposed to the tank interior are UL classified in accordance with NSF Standard 61.**

*This price does not include provisions for 120V/10amp/1 ph/60 Hz AC input to the rectifier. (Within 3ft, included)*

*This price does not include welding of anode support rings (estimated 10). BY OTHERS*

*This price does not include welding of entrance penetration coupling & rectifier mounting hardware. BY OTHERS*

*This proposal is subject in all respects to the Corrpro Standard Terms & Conditions attached as Exhibit A & incorporated into this proposal by reference. In the event of any conflict or inconsistency between the provisions of this proposal and the Corrpro Standard Terms and Conditions, the provisions of this proposal shall prevail to the extent of such conflict or inconsistency. Our Standard Terms & Conditions are also available at [www.corrpro.com/Resources/Sales-Terms-Conditions](http://www.corrpro.com/Resources/Sales-Terms-Conditions).*

Corrpro Waterworks will provide detail drawings and supply the necessary materials to be installed onto the tank. This price is based a Corrpro Waterworks design. Estimated construction completion time is two (2) days. This quotation shall be considered part of the contract should Corrpro Waterworks be awarded this project. Corrpro Waterworks will require the plan and elevation drawings for the tank to facilitate in design preparation.

All CP system materials and labor shall be guaranteed for a period of one (1) year by Corrpro's standard warranty. This pricing shall remain valid for a period of 180 days. Invoicing shall be done on a work complete to date basis. Please note that a **five (5) week notice** will be required for scheduling.

We appreciate the opportunity to submit this proposal. Should you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully submitted,  
**CORRPRO WATERWORKS**

Greg Copen  
Waterworks Operations

\_\_\_\_\_  
acceptance acknowledgement - please sign & return to  
indicate acceptance of this proposal. \_\_\_\_\_(date)

## CORRPRO COMPANIES, INC. STANDARD TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the proposed sale of equipment, supplies, products or materials ("Goods") or the proposed furnishing of labor, with or without the supply of Goods ("Services"), by Corpro Companies, Inc. ("Corpro"), all as further described in Corpro's Proposal or Invoice ("Sales Document"), to the buyer named in the Sales Document ("Buyer").

**1. Scope of Agreement; Acceptance.** Unless expressly provided otherwise in a master agreement signed by Buyer and an authorized representative of Corpro prior to the date of the Sales Document, the Sales Document, these T&Cs and any other documents expressly identified in the Sales Document as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of the Sales Document or the Agreement by Buyer that contains terms that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. The Agreement becomes a valid and binding obligation of Corpro and Buyer on the earlier of: (a) Corpro's receipt of this Sales Document signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corpro for the Goods or Services described in the Proposal; (c) Buyer's receipt and acceptance of the Goods or Services, (d) Buyer's payment for the Goods or Services described in the Sales Document, or (e) any other written indication by Buyer of its acceptance of the Agreement.

**2. Delivery; Risk of Loss.** All shipping dates of Goods and performance dates of Services stated in the Sales Document are approximate and not a guarantee of a particular date of shipment or performance. Unless stated otherwise in the Agreement, delivery of the Goods shall be EXW (Incoterms 2010) at Corpro's facility stated in the Sales Document. At Buyer's option, Corpro will ship the Goods to Buyer at the shipping address stated in the Sales Document by any commercially reasonable means, provided that Corpro has the option of selecting the particular route and carrier for shipment of the Goods to Buyer, unless specified by Buyer in the Sales Document. Buyer shall bear all risk of loss or damage to the Goods during transit. All freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Corpro reserves the right to deliver Goods or perform Services in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer's obligations to accept remaining deliveries.

**3. Inspection and Acceptance.** Immediately on Buyer's receipt of any Goods shipped or Services performed, Buyer shall inspect the same and shall notify Corpro in writing of any claims for shortages or non-conformance (including defective and damaged Goods or Services). Buyer shall hold any non-conforming Goods for Corpro's written instructions concerning disposition. Failure to give written notice of any non-conforming Goods or Services within ten (10) days after the earlier to occur of receipt of Goods or performance of Services, express oral or written acceptance of the Goods or Services, or payment for the Goods or Services, shall conclusively (a) establish Buyer's acceptance of the Goods or Services, (b) release Corpro from any and all liability therefor, and (c) waive Buyer's right to seek damages or other remedies for any non-conforming Goods or Services subject to Section 8 below. Buyer shall bear the expenses of inspection under all circumstances.

**4. Payment Terms.** Terms of sale are net thirty (30) days from date of invoice, unless otherwise stated in the Agreement. Time is of the essence with respect to all payments. Any amount not received by Corpro when due shall bear interest at the rate of one and one-half percent (1½%) per month (eighteen percent (18% annually), or the maximum rate of interest that applicable law allows, whichever is greater, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corpro under this Agreement are not subject to offset, deduction or back charges by Buyer. Unless stated otherwise in the Agreement, the prices stated in the Agreement and all payments due to Corpro from Buyer shall be in the lawful currency of the U.S. If, at any time prior to shipment or performance (either complete or partial), Buyer does not meet Corpro's credit approval or Corpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corpro may either (a) delay or postpone delivery of Goods or

performance of Services, (b) terminate the Agreement, or (c) request payment in full or other security satisfactory to Corpro from Buyer prior to shipment of the Goods or performance of the Services.

**5. Taxes; Permits and Fees; Laws.** Unless expressly stated otherwise in the Agreement, the price for the Goods furnished or Services performed by Corpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). If applicable, Buyer must provide Corpro with documentation acceptable to Corpro of any exemptions claimed from Taxes prior to invoicing. In the event Corpro is required to pay any Taxes not previously paid to Corpro, Buyer shall reimburse Corpro. Unless stated otherwise in the Agreement, Buyer shall secure and pay for all permits and fees necessary for delivery and installation of the Goods or performance of the Services. It is Buyer's duty to ascertain that the Goods or Services proposed by Corpro are and their subsequent installation and use are in accordance with applicable laws, ordinances and building codes. Corpro shall not be responsible for compliance of the Goods or Services to such laws, ordinances and building codes, but shall, to the extent reasonably possible, promptly notify Buyer of any discrepancies brought to Corpro's attention.

**6. Specifications.** Buyer warrants that any documents, drawings, designs or specifications furnished to Corpro by Buyer or any party acting on behalf of, or under direction of, Buyer (collectively, "Specifications") are complete, accurate and may be reasonably relied on by Corpro. Corpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods or Services, Corpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

**7. Change Orders.** Changes to the quantity, Specifications, scope of supply or performance, delivery schedule, period of performance, shipping instructions or any other material term of the Agreement, may only be made by Buyer and Corpro executing a written change order ("Change Order"). Any Change Order shall state the parties' agreement on (a) change in the material term of the Agreement, and (b) an adjustment to the purchase price or the date of shipment or period of performance, as applicable. Both parties agree that, unless a Change Order is agreed in writing and signed by authorized representatives of both parties, the Agreement shall not be changed or modified in any manner. In addition, Corpro has the right to suspend performance during the period while the change is being evaluated and negotiated. In the event Buyer has communicated proposed changes to Corpro, Corpro, at its sole discretion, shall either (i) accept the Change Order, (ii) reject the Change Order and continue performance under the existing Agreement, or (iii) terminate the Agreement. In the event that Corpro elects (ii) above, Buyer shall have the option to terminate the Agreement.

**8. Warranties.** "Warranty Period" means (a) for Services and Goods installed as part of the Services, the one (1) year period beginning the date the applicable Services are substantially completed; and (b) for Goods not installed as part of any Services, the ninety (90) day period beginning with the date of shipment from Corpro. The providing of warranty service does not extend or restart a new Warranty Period. Corpro warrants that, for the duration of the Warranty Period and subject to the other limitations in this Agreement, each Service has been performed in accordance with applicable specifications and procedures for such Service, and, if applicable, Goods will be free from defect in materials and workmanship. Notwithstanding anything in this Agreement to the contrary, Corpro's warranty liability shall in no event exceed the amount paid for the original defective Goods or Services. Any claim not received by Corpro within the applicable Warranty Period shall be conclusively deemed waived by claimant. Corpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. Corpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Goods or Services if the Goods, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: (a) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corpro's written consent; (b) been damaged or abused; (c) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or (d) in the case of Goods or Services, not been paid for in full.

**9. Warranty Limitations.** The Goods warranty applies only to (a) Goods manufactured solely by Corpro ("Corpro Products"), and (b) components of cathodic protection systems installed as part of the Services. Except as stated in the preceding sentence, Corpro does not warrant products manufactured or supplied by other parties, and Buyer shall be entitled to rely on the warranties, if any, only to the extent extended to Buyer by such other parties. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. Corpro's obligation to honor its warranty on defective Services is in all cases limited to, at Corpro's sole option: 1) re-performing such Corpro Service(s), 2) performing additional Service(s), or 3) providing a refund or credit equivalent to the decreased value of the Service(s). Corpro's obligation to honor its warranty on defective Corpro Products is in all cases limited to, at Corpro's sole option: 1) repair or replacement of the defective Corpro Product or component thereof, or 2) providing a cash refund or credit equivalent to the decreased value of the Corpro Products. Replaced Corpro Products shall become the property of Corpro, if Corpro so elects. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. ALL WARRANTIES ARE IN LIEU OF AND CORRPRO DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT THIS WARRANTY SHALL SERVE AS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS OR SERVICES. **IN NO EVENT WILL CORRPRO BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY LOST USE, REVENUES OR PROFITS, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS OR SERVICES, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THESE WARRANTIES, OR GOODS OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW.** THESE WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED. Corpro does not warrant that the use or sale of the Goods will not infringe on any U.S. or other patents covering the product itself or the use thereof in combination with other products or the operation of any process.

**10. Reliance on Buyer's Representations.** Corpro shall be entitled to rely on representations made by or on behalf of Buyer that all conditions necessary for the proper installation or performance of the Goods or Services or Corpro Products have been satisfied, except to the extent Corpro is specifically contracted to make such determination. Corpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Buyer to satisfy such conditions, Buyer's failure to advise of existing site conditions affecting the Goods or Services (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by Buyer.

**11. Technical Assistance.** At Buyer's request, Corpro may, in its discretion, furnish technical assistance and information with respect to the Goods. CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE GOODS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.

**12. Confidentiality.** All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corpro to Buyer related to any order for Goods or Services are the confidential and proprietary information of Corpro. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Corpro's confidential and proprietary information to any third parties, or use

Corpro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

**13. Force Majeure.** If Corpro is delayed at any time by the acts or omissions of Buyer, Change Orders, or any Force Majeure, then the period of performance of Services shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay on Corpro's costs. "Force Majeure" means circumstances beyond Corpro's reasonable control, including acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, arrests, civil disturbances, acts of any governmental or local authority, and any other acts and causes not within Corpro's control, whether foreseeable or not. If Corpro is unable for any reason to supply the total demands for Goods specified in the Agreement, Corpro may allocate its viable supply among any or all purchasers on such basis as Corpro may deem fair and practical, without liability for any failure of performance which may result therefrom.

**14. Default; Termination.** If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement or otherwise, or if Buyer fails to give prompt assurances of future performance when requested by Corpro, then Corpro may, on five (5) days' written notice to Buyer, declare Buyer to be in default and Corpro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corpro may possess at law, in equity or as provided in these T&Cs. In addition to the remedies above, to the extent that (a) Corpro declares a default under this Paragraph 14, or (b) if the Agreement is terminated for any reason other than default by Corpro, Buyer agrees to pay Corpro for any (i) Services performed and Goods installed or delivered to date of termination, (ii) Goods ordered which cannot be terminated, and (iii) all costs associated with demobilizing equipment and personnel. All costs recovered shall include overhead or profit on costs.

**15. Hazardous Material.** Corpro is not responsible for the discovery of any hazardous material at the site where Services are to be performed. In the event Corpro discovers hazardous material, Corpro will promptly notify Buyer. Corpro is not obligated to commence or continue providing Services until all hazardous material discovered at the place of performance has been removed, remediated, or determined to be harmless. If Corpro incurs additional costs or is delayed due to the presence or remediation of hazardous material, Corpro is entitled to an equitable adjustment in both the Agreement's price and the time for performance. In no event shall Corpro be liable to Buyer or any third party for any hazardous material existing at the place of performance, or brought onto said premises by any third party. Hazardous material includes any substance or material identified currently or in the future as hazardous under applicable laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

**16. Release of Liability for Buried Pipelines.** If necessary for the performance of Services, Corpro will contact the appropriate jurisdictional authority to identify and locate any buried public utilities at least seventy-two (72) hours prior to commencing Services on site. Corpro will also attempt to locate any buried metallic piping prior to commencing Services on the site. Buyer will provide Corpro with accurate, dimensioned, reliable site piping and utility plans ("as-built site drawings") which depict, at a minimum, the precise location of all underground storage tanks and all below ground fuel, vent, air, water, or natural gas piping and electrical/instrumentation conduits (collectively "below-ground hazards") at least three (3) days in advance of the date Corpro is to commence Services at the site. If Buyer fails to provide as-built site drawings, or if any as-built site drawings provided by Buyer are inaccurate or fail to identify the location of all below-ground hazards, Buyer agrees that Corpro will not be liable to Buyer for any damages, liabilities or claims arising from damage to any below-ground hazard or a release of petroleum products or other hazardous material, in the course of Corpro's performance of the Services, including any such damages caused by the negligence of Corpro or its employees. In addition, Buyer will indemnify and hold Corpro harmless from any such damages, liabilities or claims made by third parties, including governmental agencies.

**17. Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, BUYER WILL NOT HOLD CORRPRO RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

**18. Insurance.** Corrpro shall maintain the following insurance policies and limits: commercial general liability insurance with limits of \$2,000,000 per occurrence/\$4,000,000 per-project aggregate, automobile liability with combined single limits of \$2,000,000 per occurrence, workers' compensation/employer's liability with limits of \$1,000,000/\$1,000,000/\$1,000,000, contractor's pollution liability with \$5,000,000 per pollution event and professional liability with \$5,000,000 limits. Such insurance shall be subject to the coverage provisions, limitations of liability, and other terms and conditions contained in the applicable policies. Buyer agrees to waive any rights of subrogation against Corrpro on behalf of itself and its insurers. Upon written request Corrpro will provide to Buyer a certificate evidencing such insurance.

**19. Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER AGREES THAT ANY RECOURSE AGAINST CORRPRO UNDER THIS AGREEMENT OR RELATED TO CORRPRO'S PROVISION OF GOODS OR SERVICES HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO CORRPRO UNDER THIS AGREEMENT. IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION THEREWITH.

**20. Governing Law; Venue; Dispute Resolution.** The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Texas (USA), excluding any conflicts of laws principles which would direct application of the substantive law of another jurisdiction. Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, shall be finally settled in the district court for the Southern District of Texas or the Harris County District Court, both located in Houston, Texas. Each party agrees to personal jurisdiction in these courts. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. Neither the UNCITRAL Convention on Contracts for the International Sale of Goods nor the UNIDROIT Principles of International Commercial Contracts (last version published as of the date of this Agreement) shall apply to the validity, construction and performance of this Agreement.

**21. Export Compliance.** Corrpro's Goods or Services are subject to U.S. export laws, rules, treaties, regulations, and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods or Services. By purchasing the Goods or Services, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods or Services is restricted by the Export Laws.

**22. Order of Precedence; Notice.** If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the provisions of the documents will control in the following order: (a) provisions stated in the Sales Document; (b) these T&Cs; and (c) any other contract documents. All notices

and communications required by this Agreement shall be delivered, in writing, to the Corrpro address stated on the Sales Document.

**23. Interpretation.** Corrpro and Buyer acknowledge this Agreement represents the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter of this Agreement, whether written or oral. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner. The failure of Corrpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corrpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corrpro.

This WARRANTY CERTIFICATE is provided to the purchaser of Corpro's products and/or services and is subject to Corpro's terms and conditions applicable to such sale.

#### **WARRANTY ON CORRPRO SERVICES**

Corpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, each Corpro Service has been performed in accordance with Corpro's applicable specifications, procedures, and directions for such Corpro Service. As used in this warranty, "Corpro Service" means service provided by Corpro, its employees, and authorized subcontractors.

#### **WARRANTY ON CORRPRO PRODUCTS**

Corpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, Corpro Products will be free from defect in materials and workmanship. As used in this warranty, "Corpro Products" means only (a) products manufactured solely by Corpro and (b) components of cathodic protection systems installed as part of Corpro Services. Except as stated in the preceding sentence, Corpro does not warrant products manufactured or supplied by other parties, and purchaser shall be entitled to rely on the warranties, if any, only to the extent extended to purchaser by such other parties.

#### **WARRANTY PERIOD**

"Warranty Period" means (a) for Corpro Services and Corpro Products installed as part of Corpro Services, the one (1) year period beginning the date the applicable Corpro Services are completed; and (b) for Corpro Products not installed as part of Corpro Services, the ninety (90) day period beginning with the date of shipment from Corpro. The providing of Warranty Service does not extend or restart a new Warranty Period.

#### **WARRANTY SERVICE**

Claims arising out of the above warranties must be made in writing and delivered to the Corpro location which provided the Corpro Services or Corpro Products, or if such location has moved, to its new location or to Corpro's headquarters. As a condition to Corpro's obligations herein, the claimant must provide the warranty certificate and original invoice applicable to such Corpro Product or Corpro Service and shall set forth the specific circumstances of the claim in reasonable detail. Any claim not made within the applicable Warranty Period shall be conclusively deemed waived by claimant.

Corpro's obligation to honor its warranty on defective Corpro Services is in all cases limited to, at Corpro's sole option: 1) re-performing such Corpro Service, 2) performing additional Corpro Service, or 3) providing a refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corpro Service.

## **CORRPRO COMPANIES, INC. WARRANTY CERTIFICATE**

Corpro's obligation to honor its warranty on defective Corpro Products is in all cases limited to, at Corpro's sole option: 1) repair or replacement of the defective Corpro Product or component thereof, or 2) providing a cash refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corpro Product. Replaced Corpro Products shall become the property of Corpro. Corpro shall not be liable for any expense incurred by purchaser in order to remedy any warranted defect.

#### **RELIANCE ON PURCHASER'S REPRESENTATIONS**

Corpro shall be entitled to rely on representations made by or on behalf of Purchaser that all conditions necessary for the proper installation or performance of Corpro Products, systems, materials, components and Corpro Services have been satisfied, except to the extent Corpro is specifically contracted to make such determination. Corpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Purchaser to satisfy such conditions, Purchaser's failure to advise of existing site conditions affecting the work (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by purchaser.

#### **DAMAGE AND SUBSEQUENT EVENTS**

Corpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Corpro Services or Corpro Products if the Corpro Products, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: 1) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corpro's written consent; 2) been damaged or abused; 3) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or 4) in the case of Corpro Products or Corpro Services, not been paid for in full.

#### **NO RELIANCE ON OTHER STATEMENTS**

This warranty is the sole warranty offered by Corpro. No statement or affirmation by or on behalf of Corpro by words or actions other than as set forth herein shall constitute a warranty, and Purchaser shall not be entitled to rely on any oral or written statement including those of any employee,

agent, or representative of Corpro as being part of the terms and conditions of this warranty or of doing business unless such statement is in writing signed by a vice president of Corpro.

#### **RISK ALLOCATION**

Corpro does not represent, warrant, or otherwise guarantee that any product, material, or system sold is failure proof. Corpro does not insure results and the prices charged reflect that an allocation of risk is being made. It is the responsibility of purchaser to maintain such insurance as is required under the circumstances.

#### **LIMITATION OF LIABILITY/SOLE REMEDY**

THE WARRANTIES PROVIDED ABOVE ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER AND SELLER EXPRESSLY AGREE THAT THIS WARRANTY SHALL SERVE AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS AND SERVICES PROVIDED BY CORRPRO, ITS EMPLOYEES OR AUTHORIZED SUBCONTRACTORS. IN NO EVENT WILL CORRPRO BE LIABLE TO PURCHASER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR, EXCEPT AS PROVIDED HEREIN, SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR OPPORTUNITIES) ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCTS OR SERVICES SUPPLIED, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THE WARRANTIES CONTAINED HEREIN, OR PRODUCTS, MATERIALS, OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR HEREIN OR IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW. THE WARRANTY PROVIDED HEREIN SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

**corpro**  
An Anglon Company



# Ray's Welding Co.

1251 Paw Paw Ave  
Benton Harbor, MI 49022  
269-473-1140

Quotation# **2067**

Date: **12/09/25**

Attn: Dale Clark  
City of Clare

Re: Clare, MI

Dale Clark,

Please see the quotation for the project:

Line#	Item	Unit Cost	Unit	Units	Line Total
1	Install cathodic clips and coupling	\$4,800.00		1	\$4,800.00
	Includes aquatapoxy paint touch up to affected areas				

Project Total: **\$4,800.00**

Plus tax as applicable.

Thank you,

**Erik Boelens**

Owner

Ray's Welding Co., Inc.

[Erik.Boelens@RaysWeldingCo.com](mailto:Erik.Boelens@RaysWeldingCo.com)

Cell 847-254-6939

**RESOLUTION 2026-003**

**A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING THE EXPENDITURE OF FUNDS FOR INSTALLATION OF CATHODIC PROTECTION FOR THE NORTH WATER TOWER.**

**WHEREAS**, FY25/26 CIP contains funds to complete the project of installing cathodic protection to the North Water Tower; and

**WHEREAS**, the City determined Corppor is the only fully qualified vendor in Michigan capable of completing the repair adequately and expeditiously with the assistance of Dixon Engineering and Rays Welding; and

**WHEREAS**, the City Staff has recommended that the City Commission approve the sole source expenditure of funds to Dixon Engineering, Corppor, and Rays Welding to install the cathodic protection to the City of Clare North Water Tower; and

**WHEREAS**, Clare City Commission has reviewed and duly considered said recommendation.

**NOW THEREFORE BE IT RESOLVED THAT** the City Commission of the City of Clare hereby approves the sole source award of work to Dixon Engineering, Corppor, and Rays Welding to complete the installation of cathodic protection on the North Water Tower and the expenditure of funds in the amount of \$37,881 as designated in the FY25/26 CIP.

**BE IT FURTHER RESOLVED THAT**, the City Treasurer/Finance Director is authorized to make any and all necessary budget amendments related to the expense and authorize the City Manager and/or Water Treatment Superintendent to sign any and all necessary documents to complete the project.

**ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.**

The Resolution was introduced by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_. The Resolution declared adopted by the following roll call vote:

**YEAS:**

**NAYS:**

**ABSENT:**

**Resolution approved for adoption on this 19<sup>th</sup> day of January, 2026.**

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**Diane M. Lyon, City Clerk**