

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO : President and Village Board of Trustees

FROM : Scott Neihaus, Village Manager

DATE : December 22, 2017 Agenda Date January 4, 2018

TITLE : Waiver of Bids - CorrPro Companies, Inc
Highland Estates Lift Station Cathodic Protection System

SUBMITTED BY: Brian M. Jack, Utilities Superintendent 

RESULTS:

Date Bids Were Published _____ Bidding Closed _____

Total Number of Bids Received _____

Total Number of Bidders Meeting Specifications _____

Bid Security Required _____ Yes _____ No

Performance Bond Required _____ Yes _____ No

Were Any Bids Withdrawn _____ Yes _____ No

Explanation:

Waiver of Bids Requested? _____ X _____ Yes _____ No

If yes, explain: Purchase is directly from manufacturer.

Award Recommended to Lowest _____ Yes _____ No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$30,000.00 Amount of Award \$29,575.00
Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: SA 18 02 Construction

BACKGROUND/RECOMMENDATION:

Waive bids and award a contract to CorrPro Companies Inc for the replacemten of the cathodic protection system at the Highland Estates Lift Station in an amount not to exceed \$28,750.00.

Has Recommended Bidder Worked for Village Previously X Yes _____ No

If yes, was quality of work acceptable X Yes _____ No

Was item bid in accordance with Public Act 85-1295? _____ Yes X No

Waiver of bids - Public Act 85-1295 does not apply X Yes

REVIEW (as needed):

Village Attorney XX _____ Date _____

Finance Director XX _____ Date _____

Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



MEMORANDUM

To: Scott Niehaus, Village Manager
From: Brian M. Jack, Utilities Superintendent *B*
Through: Carl S. Goldsmith, Director of Public Works *DRY for CSG*
Date: December 20, 2017
Subject: **Waiver of Bids – CorrPro Companies, Inc
Highland Estates Cathodic Protection System**

Background

In 2015, the Water Treatment and Wastewater Pumping (WTWWP) Division requested that CorrPro investigate the metal underground wet wells at the Highland Estates Lift Station and Cambria Lift Station. CorrPro maintains most if not all cathodic protection systems installed throughout the United States. Cathodic protection (CP) systems are systems which are designed to control the corrosion of a metal surface, whether below or above ground. Without these systems in place the Village's water towers and underground wet wells would be susceptible to corrosion. The cathodic protection system acts as a sacrificial anode and will degrade ahead of the actual piece of infrastructure. Properly designed, installed, and maintained systems can effectively save municipalities thousands of dollars in repair costs of over the life of the asset.

To date, CorrPro has been actively managing all water tower CP systems in Lombard. Each year our water towers are inspected and repaired promptly to prevent catastrophic failure.

Of the 15 sanitary sewer lift stations in Lombard, 2 of them have metal wet wells; those being Highland Estates and Cambria Lift Station. All other wet wells are epoxy coated concrete structures that do not need these types of systems.

Prior to the 2015 investigation, the CP systems at the 2 sanitary stations were removed and no longer maintained. Current staff could not find documentation as to why there were not kept up and running. WTWWP began the process of working with CorrPro and gathering pricing from them to install active CP systems. Budgeting occurred to include this project in the 2018 Capital Improvement Plan. Highland Estates Lift Station located at 1750 South LaLonde Avenue will be completed this year. Cambria Lift Station located at 901 South Westmore-Meyer Road will be repaired in 2019 when the station undergoes a full rehabilitation including new pumps and a control cabinet. Once repaired and the CP Systems are working again, the WTWWP Division will

continue to annually have CorrPro Inspect the both the water and sewer system components and verify they are all maintained and working.

A scope of work was developed between CorrPro and WTWWP Division and is listed below:

Scope of Work

Corrpro will furnish and install a cathodic protection systems for one (1) Lift stations including all of the following.

- ☐ Design and submit construction plan drawings
- ☐ Provide cathodic protection materials (MMO anodes, cabling and splicing materials, junction box and rectifier)
- ☐ Vacuum/auger excavate 30' to 35' necessary to adequately protect intended structures.
- ☐ Install anodes in vertical columns, mount new junction box, vacuum excavate 18" min. to route anode/structure leads to junction box/rectifier
- ☐ Restore grade to as-found conditions
- ☐ Post-installation testing and written report.
- ☐ Provide written report and as-built drawing in dwg and pdf format.

CorrPro has submitted a proposal for the installation of the CP System in the amount of \$29,575.00. Scheduling and coordination of this project will be handled by the WTWWP Division.

Funds for the cathodic protection system installation at Highland Estates Lift Station are budgeted in the Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: SA 18 02

Recommendation

Please request the Board of Trustees to waive bids and award a contract in an amount not to exceed \$29,575.00 for the cathodic protection system installation at Highland Estates Lift Station to the CorrPro Company of West Chicago, IL at their January 4th, 2018 meeting.

Please execute signature on the attached contract and return two copies to the Water Treatment and Wastewater Pumping Division for further processing.

VILLAGE OF LOMBARD

Contract for the cathodic protection system installation at Highland Estates Lift Station

This agreement is made this 4th day of January, 2018, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (CorrPro Company of West Chicago, IL) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to sell and the Village agrees to pay for the following described items as set forth in the Contract Documents:

Installation of (1) one cathodic protection system at Highland Estates Lift Station in an amount not to exceed \$29,575.00

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. The Contractor's Quotation #17155 Rev 1 dated November 28, 2017
 - b. Required Certificate of Insurance, Indemnification, Venue, Other Contractor Responsibilities
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract the total sum of \$29,575.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until delivery of the goods to the Village and acceptance of the goods by the Village.
4. The Contractor agrees to perform the terms of this Contract according to the following schedule set forth in their quotation after the Notice to Proceed has been delivered. Time is of the essence of this Contract.
5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 4th day of January, 2018.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this ___ day of _____, 2018.

Individual or Partnership _____ Corporation _____

By _____ Position/Title _____

By _____ Position/Title _____

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4th day of January, 2018.

Keith T. Giagnorio
Village President

Attest:

Sharon Kuderna
Village Clerk

**VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION**

_____, having been first duly sworn, depose and states as follows:
(Officer or Owner of Company)

I am the _____ for _____
(Title) (Name of Company)

(the "Contractor"), which has submitted a quote for the cathodic protection system at Highland Estates Lift Station to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that

(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2018.

Notary Public

Mr. Luke Sharp
Water Treatment & Wastewater Pumping Supervisor
Village of Lombard Public Works Department
255 E. Wilson Ave.
Lombard, IL 60148
630.620.5707
SharpL@villageoflombard.org

November 28, 2017

Proposal #17155 Rev. 1

Subject: Lump Sum Proposal for Impressed Current Cathodic Protection Installation at Highland Estates Lift Station

Dear Mr. Sharp

Corrpro is pleased to provide this proposal for materials & installation services to cathodic protect the above referenced project.

Scope of Work

Corrpro will furnish and install a cathodic protection systems for one (1) lift stations including all of the following.

- Design and submit construction plan drawings
- Provide cathodic protection materials (MMO anodes, cabling and splicing materials, junction box and rectifier)
- Vacuum/auger excavate 30' to 35' necessary to adequately protect intended structures.
- Install anodes in vertical columns, mount new junction box, vacuum excavate 18" min. to route anode/structure leads to junction box/rectifier
- Restore grade to as-found conditions
- Post-installation testing and written report.
- Provide written report and as-built drawing in .dwg and .pdf format.

Pricing

Pricing Terms	Quantity	Total
Highland Estates Lift Station - Design, Materials and Installation	1	\$29,575.00
	Total	\$29,575.00

SERVICES/MATERIALS SUPPLIED BY OTHERS (NOT CORRPRO)

1. All drilling/excavation spoils to remain onsite at location designated by owner.
2. Any hazardous material removal from job site
3. All piping and underground structures shall be located by owner prior to commencement of underground work. Corrpro is not responsible for damage to unmarked structures.
4. Installation of 120 VAC power to the rectifiers is excluded. (utilize existing)
5. Right of Way clearing (by others)
6. Field restoration beyond the initial site conditions

TERMS AND CONDITIONS

- Reference Specifications: 2016 survey report recommendations
- Proposal valid for 60 days.
- Payment Terms: Net due 30 days w/ approved credit with invoicing based upon work completed to date.
- Taxes: Sales and use taxes are excluded.
- Notice Required: 2-3 weeks' notice is requested for delivery.
- This proposal is subject in all respects to the Corrpro Standard Terms and Conditions attached as Exhibit A and 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. The Corrpro Standard Terms and Conditions are also available at www.corrpro.com/Resources/Sales-Terms-Conditions.

We appreciate the opportunity to submit this proposal. If you find it acceptable please issue a written PO or sign below. Should you have any questions or require any further information regarding this proposal, please contact me at 630-483-2500.

Sincerely,



Daniel Vladovich
Sr. Regional Accounts Manager - Chicago
Corrpro Companies, Inc.
c: 630.267.9253 | dvladovich@aeqion.com

CLIENT PROPOSAL APPROVAL ON CORRPRO REFERENCE # 17155 Rev. 1 (complete below):

Authorized Signature

Typed or Printed Name

Title

Date

EXHIBIT "A"

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 the Proposal or Invoice attached hereto ("Sales Document"), to the buyer named in the Sales Document ("Buyer").

1. Scope of Agreement; Acceptance. Unless expressly provided otherwise in a writing signed by Buyer and Corpro (including a master or other written agreement between Corpro and Buyer signed by an authorized representative of Corpro prior to the date of 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 this Sales Document 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. This 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 this Sales Document.

2. Delivery; Risk of Loss. All shipping dates of Goods and performance dates of Services stated in the Proposal are approximate and not a guarantee of a particular date of shipment or performance. Unless stated otherwise in the Agreement, delivery of Goods shall be EXW (Incoterms 2010) at Corpro's facility stated in the Sales Document. At Buyer's option, Corpro will ship Goods to Buyer at the shipping address stated in the Agreement 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. Buyer shall bear all risk of loss or damage in 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 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 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 1½% per month (12% annually), or the maximum rate of interest that applicable law allows, whichever is less, 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) cancel 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 purchase 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. Except to the extent assumed by Corpro in writing, 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 is 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 from, 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) cancel the Agreement. In the event that Corpro elects (ii) above, Buyer shall have the option to cancel 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 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. Corpro's obligation to honor its warranty on defective Goods

is in all cases limited to, at Corpro's sole option, repair or replacement of the defective Good or component thereof, or providing a cash refund or credit equivalent to the decreased value of the defective Good. Corpro's obligation to honor its warranty on defective Services is in all cases limited to, at Corpro's sole option, re-performing such Service(s), performing additional Service(s), or providing a refund or credit equivalent to the decreased value of the Service(s). Notwithstanding anything in this Agreement to the contrary, Corpro's warranty liability shall in no event exceed the amount paid for the original defective Service or Good. 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 Services or Goods 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, 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 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 equivalent to the decreased value of the Corpro Service. 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 CORPRO 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 AND SERVICES. IN NO EVENT WILL CORPRO 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, MATERIALS, OR SERVICES PROVIDED BY CORPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORPRO OR AS OTHERWISE REQUIRED BY LAW. THESE WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS OR SERVICES FROM CORPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

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 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 Buyer to satisfy such conditions, Buyer'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 Buyer.

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

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, which by the exercise of due diligence and reasonable commercial effort, Corpro shall not have been able to foresee, avoid or overcome. 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; Cancellation. 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 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 Section 14, or (b) if the order is cancelled 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 cancelled, and (iii) all costs associated with demobilizing equipment and personnel. All costs recovered shall include overhead and/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 work 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 72 hours prior to commencing work on site. Corpro will also attempt to locate any buried metallic piping prior to commencing work 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 3 days in advance of the date Corpro is to commence work 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 CORPRO 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 CORPRO 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. Corpro 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. Customer Group shall be named as additional insured under all policies except for worker's compensation and professional liability. Customer shall be granted waiver of subrogation rights under all policies. Upon written request Corpro will provide to Customer a certificate evidencing such insurance.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR AGREES THAT ANY RECOURSE AGAINST SUBCONTRACTOR UNDER THIS AGREEMENT OR RELATED TO SUBCONTRACTOR'S WORK HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO SUBCONTRACTOR UNDER THIS AGREEMENT. IN NO EVENT SHALL CORPRO 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 CORPRO 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 CORPRO IN CONNECTION THEREWITH.

20. Governing Law; 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 Agreements for the International Sale of Goods nor UNIDROIT Principals 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. Corpro's products, programs, and 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 and/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 terms of the documents will control in the following order: (a) master or other written agreement between Corpro and Buyer signed by an authorized representative of Corpro prior to the date of the Sales Document; (b) terms stated on the face of the Sales Document; (c) these T&Cs; and (e) any other contract documents. All notices and communications required by this Agreement shall be delivered, in writing, to the Corpro address stated on the Sales Document.

23. Interpretation. Corpro and Buyer acknowledge this Agreement, including the Sales Document, these T&Cs, and the other contract documents, 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 Corpro 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 Corpro 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 Corpro.