



CITY OF ANTIGO

PUBLIC WORKS COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, July 26, 2023

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Minutes from the June 28, 2023 Meeting
2. Approval of Bid for the Sunset Drive Paving from First Avenue to Fifth Avenue from Northeast Asphalt for \$122,226.20
3. Approval to Formally Reject Bid from Wulfekuhle Injection & Pumping for Hauling Lime Slurry from the Water Plant with the Project be Re-bid
4. Approval for Waiver of Bidding Process and Approve Quote from Xylem Water Solutions USA, Inc for the Purchase of Replacement Parts for the Ultraviolet Disinfection System at the Wastewater Treatment Plant for \$4,984.60
5. Approval of Bid for Inspection of Drinking Water Wells 15 and 18 to CTW Wells & Pumps for \$15,098.00 and to authorize use of Additional Funds for Necessary Repairs
6. Approval to Waive the Bidding Process for the Replacement of the Sludge Transfer Pump at the Wastewater Treatment Plant and Award the Project to Crane Engineering for \$75,000

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Cheryl Barta, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: July 20,2023

TOM BAUKNECHT



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: July 26, 2023
Re: Approval of Bid for the Sunset Drive Paving from First Avenue to Fifth Avenue from Northeast Asphalt for \$122,226.20

Last month the committee approved the use of Street Maintenance Capital Equipment/Improvement Plan (CIP) funds to be used for paving a portion of Sunset Drive from First Avenue to just north of Fifth Avenue. We received 2 bids with the following results:

American Asphalt Main project \$103,988.50 for Pulverizing and Paving 3" asphalt
 Alternate additional 445 ft \$30,227
 Total with alternate \$134,215.50

Northeast Asphalt Main project \$95,339.20 for Pulverizing and Paving 3" asphalt
 Alternate additional 445 ft \$26,887
 Total with alternate \$122,226.20

We would recommend Northeast Asphalt including the Alternate Project for a total of \$122,226.20 with the funds coming from the Street Maintenance CIP Account.



To: Mayor and City Council
From: Tommy Horswill, Project Manager
Date: July 26, 2023
Re: Approval to Formally Reject Bid from Wulfekuhle Injection & Pumping for Hauling Lime Slurry from the Water Plant with the Project be Re-bid

There is currently money available within the water and sewer budget for the hauling of lime slurry from the water plant settling pond on Fulton St. A bid had been advertised for hauling lime slurry out of the water plant settling pond to be applied to local farm fields. Only one bid was received from Wulfekuhle Injection & Pumping for 14.5 cents (\$0.145) per gallon. As The City of Antigo reserves the right to reject any and all bids, I would like the committee to formally reject this bid and suggest the project should be rebid. For reference, I have attached resolutions from the previous two years in regard to lime slurry hauling. In 2021, Michael J. Waldvogel Trucking LLC hauled lime slurry at a cost of \$0.0295 per gallon. In 2022, lime slurry was hauled by Ron Zalewski Farms LLC for the cost of \$0.03 per gallon. I am confident that a local contractor can provide services at a similar cost in 2023.

If you have any concerns, feel free to contact me.

Thank you,

Tommy Horswill
Project Manager: Infrastructure Alternatives
715-216-6243
thorswill@iaiwater.com <<mailto:thorswill@iaiwater.com>>



A. Contractor Certification

The successful contractor will be required to submit to the City a federal W-9 form (request for taxpayer information). Firms already established with the City as a contractor may have this requirement waived.

Business Name Wulfekuhle Injection + Pumping

Address 10746 Cedar Ridge Ct. Peosta, IA

Contact Name Brad Wilson

Telephone # → Mobile # 563-451-9584

E-mail address Brad@Wulfekuhleinc.com

Cost per gallon for lime hauling, including all costs involved: .145 per gallon

The contact name must be the person/persons authorized to represent the contractor regarding all matters related to the proposal. The letter must be signed by the individual authorized to represent the contractor.

Brad

Brad Wilson

Bidder's Signature

Date of Opening: _____

Present at Opening:

Thomas C. Baudisch

Bennett

[illegible]

ORIGIN: Public Works Committee

April 14, 2021

RESOLUTION NO. 26-21

WHEREAS, the bio-solids (sludge) produced at the Wastewater Treatment Plant are land applied to farm fields dedicated for livestock food production; and,

WHEREAS, the available fields and timeframe for application are often limited due to dedicated use and weather conditions; and,

WHEREAS, Infrastructure Alternatives, Inc. is limited to the utilization of a single sludge hauling tanker truck as supplied by the City of Antigo which is reaching its useful life projection and is not sufficient for the application of the sludge quantities in a limited time-frame; and,

WHEREAS, the lime-slurry material created as a by-product of the Water Treatment Plant operations is discharged to a seepage pond adjacent to the plant for eventual placement onto select farm fields each fall; and,

WHEREAS, the City desires to contract haul both of these products through the use of private contractors in a Pilot Program in order to evaluate the overall efficiency of time and cost prior to consideration of the replacement of the existing sludge truck and the potential consideration of an additional truck to meet hauling constraints; and,

WHEREAS, bids were solicited from haulers with the one from Michael J. Waldvogel Trucking, LLC in the amounts of \$0.0295 per gallon for bio-solids and \$0.0295 per gallon for lime slurry for a combined total price of \$0.0590 per gallon for an estimated combined cost of \$70,000 as recommended by Tommy Horswill of Infrastructure Alternatives, Inc. as the City's plant operation consultant.

NOW THEREFORE BE IT RESOLVED, that the bid for contract hauling of sludge and lime slurry be awarded to Michael J. Waldvogel Trucking, LLC in the amounts of \$0.0295 per gallon for bio-solids and \$0.0295 per gallon for lime slurry for a combined total price of \$0.0590 per gallon for the 2021 season.

BE IT FURTHER RESOLVED, funds will be derived from the Sewer and Water operating budgets.

Mayor

Attest:

Clerk – Treasurer

ORIGIN: Public Works Committee

November 09, 2022

RESOLUTION NO. 102-22

WHEREAS, the lime-slurry material created as a by-product of the Water Treatment Plant operations is discharged to a seepage pond adjacent to the plant for eventual removal and placement on to select farm fields each fall; and,

WHEREAS, the City sought bids for the hauling of the lime-slurry through the use of private contractors in 2021 as a Pilot Program in order to evaluate the overall efficiency of time and cost and determined that a bid for the 2022 hauling of lime-slurry remained to be in the best financial interest of the City; and,

WHEREAS, bids received included a sole response from Ron Zalewski Farms, LLC in the amount of \$0.03 per gallon at an estimated overall cost of \$15,000 (final amount will be based on actual total gallons hauled by load counts) as recommended by Tommy Horswill of Infrastructure Alternatives, Inc. as the City's Water Plant operation consultant.

NOW, THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL, City of Antigo, that the bid for contract hauling lime-slurry from the City's Water Treatment Plant be awarded to Ron Zalewski Farms, LLC in the amount of \$0.03 per gallon for an estimated total cost of \$15,000 for the 2022 season.

BE IT FURTHER RESOLVED, that the accounting of funds be part of the 2022 Water Plant operating budget.

Mayor

Attest:

Clerk – Treasurer

Attachment: Previous Resolutions for Lime Slurry Hauling (6265 : Bid for Hauling Lime Slurry from the Water Plant)



To: Mayor and City Council
From: Tommy Horswill, Project Manager
Date: July 26, 2023
Re: Approval for Waiver of Bidding Process and Approve Quote from Xylem Water Solutions USA, Inc for the Purchase of Replacement Parts for the Ultraviolet Disinfection System at the Wastewater Treatment Plant for \$4,984.60

There is currently \$5,000 available in the Capital Improvements budget for bulbs, ballasts, and other supplies for the ultraviolet disinfection system at the wastewater treatment plant (WWTP). I have reached out to Xylem, the company that supplied our disinfection system, for a quote for parts that we need. Per The City's purchasing policy of items less than \$6,000.00, I have asked Xylem to provide a quote for the parts. That quote, found in the packet, totals \$4,984.60.

Because Xylem is both manufacturer and distributor, I am asking that the committee waive the bidding/quote requirements. Additionally, I am asking the committee to accept Xylem's quote for purchase under the bid exception of special purpose.

If you have any questions or concerns, feel free to contact me.

Thank you,
 Tommy Horswill
 Project Manager: Infrastructure Alternatives
 715-216-6243
thorswill@iaiwater.com <mailto:thorswill@iaiwater.com>


**Xylem Water Solutions USA, Inc
Wedeco Products**

4828 Parkway Plaza Blvd.
Suite 200
Charlotte, NC 28217
Tel 704/409-9700
Fax 704/409-9839

July 7, 2023

CITY OF ANTIGOWI
700 EDISON ST.
ANTIGO WI 54409

Quote # 2023-WED-0942

Account# 163270

Re: ANTIGO - 163270 / 206314 - UV SPARES

Xylem Water Solutions USA, Inc. - WEDECO is pleased to provide a quote for the following equipment and/or services for your approval.

UV SPARES

Qty	Description	Unit Price	Extended Price
6	76-610 23 94 LAMP, UV ECORAY ELR30	\$ 182.00	\$ 1,092.00
6	76-03 33 09 QUARTZ SLEEVE 48X2X1512	\$ 209.00	\$ 1,254.00
2	76-03 63 92 BRUSH,TAK, SS FOR NEW SENSOR	\$ 32.00	\$ 64.00
6	76-03 41 11 WIPER CLIP FOR TUBE 48MM (STAI	\$ 30.00	\$ 180.00
12	76-03 39 70 RIVET, BODY BOUND	\$ 1.30	\$ 15.60
1	76-70 49 09 UV SENSOR UCT<80%	\$ 2,379.00	\$ 2,379.00
Total Project Price			\$ 4,984.60

Incoterm: 3 DAP - Delivered At Place

Named Placed: 08 - Jobsite

Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

Terms of delivery: Freight PP/Add Actual

Warranty: Standard warranty terms apply to the items in this quotation.

Validity: This Quote is valid for thirty (30) days.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Schedule: Delivery lead times are 5-10 working days after order acceptance.

Wiper clip and rivets approx 2-3 weeks.

Terms of payment: Net 30 Standard

WEDECO
a xylem brand

Page 1 of 3

Packet Pg. 9

Attachment: Xylem Quote - UV Disinfection Parts (6266 : Waiver of Bidding Process and Approve Quote from Xylem)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Xylem Inc.

Terms and Conditions: This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and are incorporated herein by reference and made a part of the agreement between the parties

Shortages: Seller will not be responsible for any apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Back Charges: Purchaser shall not make purchases nor shall Purchaser incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Stated lead-times are estimated at time of quotation but may be impacted by the current COVID-19 virus pandemic including effects from supplier's raw material shortages and labor constraints as well as global transportation and logistics delays.

Customer Acceptance: A signed facsimile of this quote is acceptance as a binding contract.

Signature: _____

Name (please print) _____

Date: _____ PO# _____

Site contact name _____

Site contact phone number _____

Sincerely,



WEDECO
a xylem brand

JULIE ROPIC

Phone: 704-409-9793

julie.ropic@xylem.com

Attachment: Xyelm Quote - UV Disinfection Parts (6266 : Waiver of Bidding Process and Approve Quote from Xylem)



To: Mayor and City Council
From: Tommy Horswill, Project Manager
Date: July 26, 2023
Re: Approval of Bid for Inspection of Drinking Water Wells 15 and 18 to CTW Wells & Pumps for \$15,098.00 and to authorize use of Additional Funds for Necessary Repairs

There is currently money (\$100,000.00) budgeted in the 2023 CIP plan for drinking water well inspections on our two north wells, Well 15 & Well 18. Three bids were received and are listed on the following bid tab (also attached). There will likely be some minor maintenance items that are normal for well inspection, such as seal replacement, rebuilding stuffing boxes, and so on that are not included in the bid price for inspection. There may also be additional unforeseen repairs needed that won't be known until the pump is pulled. The total funds available in the CIP plan is \$100,000.00. I would recommend the committee to award the bid for well inspection to CTW Wells & Pumps for \$15,098.00 and to authorize use of the remaining funds for any and all necessary repairs.

Municipal Well & Pump	1212 Storbeck Dr. Waupun, WI 53963	\$23,870.00
CTW Wells & Pumps	21500 W. Good Hope Rd. Lannon, WI 53046	\$15,098.00
Mid City Corporation	12930 W. Custer Ave. Butler, WI 53007	\$24,700.00

If you have any questions or concerns, please feel free to contact me,

Tommy Horswill
 Project Manager: Infrastructure Alternatives
 715-216-6243
thorswill@iaewater.com <<mailto:thorswill@iaewater.com>>



City of Antigo

(Infrastructure Alternatives, Inc.)

2023 Well Inspections (No. 15 & No. 18)

Bid Proposal

Customer:

City of Antigo
Wisconsin

June 2023

Corporate Office
1212 Storbeck Drive
PO Box 311
Waupun, WI 53963
Phone: 920-324-3400
Fax: 920-324-3431
www.municipalwellandpump.com

Attachment: Municipal Well Pump Bid - Well Inspections (6267 : Bid for Drinking Water Wells 15 and 18 Inspections and Repairs)



Please submit inquiries to:

Tommy Horswill

Project Manager for Infrastructure Alternatives

thorswill@iaewater.com

(715)623-3316

CONTRACTOR CERTIFICATION

We have read the City's Request for Bids (RFB) to provide water well inspection services and we certify that we have adequate facilities to provide such services. We understand that our ability to meet criteria and provide required materials shall be judged by the city.

In addition, we certify that:

- *Our bid is not made in the interest or on behalf of any person not named therein.*
- *We have not directly or indirectly induced or solicited any person to submit a false or misleading bid or to refrain from proposing.*
- *We have not in any manner sought by collusion to secure advantage over any other contractor*
- *We have thoroughly examined the bid requirements, and our proposed prices cover all the materials (F.O.B. Water Plant) that we have indicated we can provide; and*
- *We acknowledge and accept all the terms and conditions included in the RFB.*

A. Evaluation of Criteria

We acknowledge that the factors used by the City in evaluating the bids will include, but are not limited to, the following listed, in no order:

- Knowledge of water well inspection rules per WI codes NR 810, 811, and 812.
- References and any experience the City may have with the contractor
- City's knowledge about past projects supplied by the contractor

B. Contractor Certification

The successful contractor will be required to submit to the City a federal W-9 form (request for taxpayer information). Firms already established with the City as a contractor may have this requirement waived.

Business Name Municipal Well and Pump

Address 1212 Storbeck Drive; Waupun, WI 53963

Contact Name Chris Ferguson

Telephone # 920-324-3400 Mobile # 920-422-6456

E-mail address cferguson@municipalwellandpump.com



The contact name must be the person/persons authorized to represent the contractor regarding all matters related to the proposal. The letter must be signed by the individual authorized to represent the contractor.

Bidder's Signature

- Set up rig and run a short performance test to determine current hydraulic condition.
- Perform LOTO and disconnect electrical and discharge piping and perform complete removal of pumping equipment (6" X 1-3/16" X 55' line shaft pump).
- Televising well to determine the condition of the well casing and screen.
 - The televising video will determine if a rehabilitation is recommended before the permanent pump is reinstalled back into the well.
- Field inspect column pipe before staging it onsite outside the well house.
- Load the remaining equipment for inspection back at the MWP shop in Waupun, WI.
- Clean up and demobilize back to the MWP shop.
- Unload equipment in Waupun, WI to thoroughly inspect the line shaft equipment and bowl assembly.
 - A written report will be provided to the City for review.
 - No repairs will be made until there is approval from the City.
- Repair or replace the line shaft equipment as needed once the City approves the work.
- Load up and mobilize back to Well No. 18 for reinstallation of the permanent line shaft pump equipment.
 - Perform a test of well and collect one (1) safe bacteria sample before bringing Well No. 18 back into service.
- Clean up site and demobilize equipment back to MWP.

Pricing Schedule:

Item #	Item Description	Estimated Quantity	Units	Unit Price	Extended Price
1	Well No 15: Mobilization; Perform Test of Well; Pump Removal; Demobilization	1	LS	\$4,890.00	\$4,890.00
2	Well No 15: Televising Well	1	EA	\$1,530.00	\$1,530.00
3	Well No 15: Inspect Line Shaft Pump Equipment; Bowl Assembly	1	LS	\$450.00	\$450.00
4	Well No 15: Mobilization; Pump Installation; Perform Test of Well; Bacti Sample Collection; Demobilization	1	LS	\$5,210.00	\$5,210.00
5	Well No 18: Mobilization; Perform Test of Well; Pump Removal; Demobilization	1	LS	\$4,560.00	\$4,560.00
6	Well No 18: Televising Well	1	EA	\$1,530.00	\$1,530.00
7	Well No 18: Inspect Line Shaft Pump Equipment; Bowl Assembly	1	LS	\$450.00	\$450.00
8	Well No 18: Mobilization; Pump Installation; Perform Test of Well; Bacti Sample Collection; Demobilization	1	LS	\$5,250.00	\$5,250.00
ESTIMATED PROJECT TOTAL:					\$23,870.00

Notes:

- Proposal assumes that the pumping equipment can be removed from the well using standardized equipment without parting of the column pipe or, any unusual down-hole circumstances.
- Proposal does not include repairs to the pumping equipment. Recommended/required repairs will be outlined on a separate proposal following the removal and inspection of the pumping equipment as appropriate. Authorization will be obtained from the City of Antigo/Infrastructure Alternatives prior to initiating any repairs.
- Proposal also does not include additional well maintenance that may be recommended or required. Well maintenance recommendations and associated costs will be provided following the televising of the



MUNICIPAL WELL & PUMP

A Division of Midwest Well Services, Inc.

CORPORATE RESUME

History - MUNICIPAL WELL & PUMP was established as a corporation in the State of Wisconsin in July 1984. In 1992 Milaeager Well & Pump joined forces with the Municipal Well & Pump to provide additional expertise going back to 1916. The company was purchased by Midwest Well Services, Inc. in September 2000, but continues to operate under the Municipal Well & Pump name. In 2005, the company purchased Pumpstation Professionals which expanded our services in the golf course and pump station controls market. In 2016, we purchased Peerless Well & Pump in Dubuque, IA expanding our geographic territory further into Iowa, Illinois, and southwestern Wisconsin. Peerless is a subsidiary of Midwest Well Services, Inc. Total Corporate Sales in 2022 were \$22,350,000 as compared to \$10,352,000 just 6 years earlier in 2016.

Services - The firm primarily engages in well construction, new well pumps and installation, well pump repair, well testing, well rehabilitation, and Geophysical Exploration. Municipalities and large industries throughout Illinois & Wisconsin comprise the majority of Municipal Well & Pump customers, with some customers in Indiana, Iowa, Minnesota and Michigan as well.

Equipment available for performing various drilling and pump servicing operations includes:

- 9 pump rigs/cranes with ratings from 8 tons to 55 tons
- 9 service trucks with cranes rated from 5,000lbs to 7,500lbs.
- 2 Foremost DR24HD dual rotary drill rigs
- 3 cable tool drilling rigs ranging in size from BE28L to BE36L
- 1 Aries Water-well Televising System installed in a Mercedes Sprinter van & 1 Explorer Televising System
- Plus, approximately 50 pieces of support equipment

For a complete listing of all equipment, please see the attached Equipment List.

Facilities - The Corporation operates in a 26,000 square foot modern shop and office facility located in Waupun, Wisconsin. In addition to the building is approximately 6 acres of hard surface storage yard and staging area. We also maintain a 2nd shop facility in Dubuque, IA.

Crews - Municipal Well & Pump runs 8 full-time crews pump crews and 2 full-time drilling crews.

- Our Pump crews are led by Andy Klemme (28 years), Tom Piscitello (26 years), Robert Kooima (16 years) and Wes Derksen (21 years). All of our crews have received hands on training in all aspects of well and pump servicing. Well pumps of up to 1,000 horsepower and 1,200 feet in depth have been installed and serviced by our crews. All operators are licensed pump installers.
- Our Drilling crews are led by Mason Rens (17 years) and Leif Steuck (35+ years). In addition to drilling large diameter wells with depths up to 1,750 feet, they are also experienced with reverse circulation, "barber drilling" and open hole mud drilling. Both are also experienced well and pump service technicians.

Safety - Municipal Well & Pump takes safety seriously and strives for "zero accidents" at all times. We are an active member of ISNetWorld and Avetta which monitors all our OSHA records, EMR results and Safety policies for various clients. Our Drug and Alcohol program is managed by DISA for both FMCSA and DCCHA/NASAP consortiums.

Bonding - Municipal Well & Pump is fully bondable for individual projects up to \$7,500,000 and total projects to \$12,000,000. Complete insurance coverage is in full force with limits of \$2,000,000 Liability with a \$9,000,000 Umbrella.

Summary - Municipal Well & Pump offers a complete spectrum of well and pump related services backed by professional and knowledgeable staff, supported by modern state of the art equipment. The overall progressive attitude of the corporation and its employees generate expert and cost-effective operations.

MAJOR CONTRACTS ON HAND

As of March 6, 2023

Name of Customer	Project	Contract	Percent Complete	Estimated Completion	Engineer / GC
Menomonee Falls, WI	Well #9 Rehabilitation	\$252,282	98	April 2023	None
Winnebago County, WI	Well #1 Pump Rehabilitation	\$177,603	90	April 2023	Willet Hofmann & Associates
Osseo, WI	Well #3 Canned Booster Pumps & Well Pump	\$185,050	85	June 2023	RJ Jurowski / S.E.H.
Pingree Grove, IL	Well #3 Construction and Pump Installation	\$1,427,173	85	June 2023	Williams Brothers/Fehr-Graham
Mount Prospect, IL	Well #17 Rehabilitation	\$348,696	80	March 2023	Baxter & Woodman
Elk Grove, IL	Well #9 Rehabilitation	\$449,692	75	May 2023	Engineering Enterprises
La Salle, IL	Well #13 Construction	\$707,205	75	March 2023	Donahue/Fehr-Graham
Industrial Client, WI	4 New Wells & Pumps	\$755,595	65	June 2023	Burns & McDonald
Waukesha, WI	Well #10 Pump Repairs	\$243,384	60	April 2023	None
Fort McCoy, WI	Wells #24 & #29 Rehabilitation	\$196,443	50	April 2023	MSA Associates
Loves Park, IL	Well #7 Construction	\$322,396	45	September 2023	Baxter & Woodman
Weston, WI	Well #7 & #8 Construction	\$587,324	45	July 2023	Ellis Construction/AECOM
Industrial Client, IL	New Well Construction	\$1,215,968	40	June 2023	None
Slinger, WI	Well #7 Construction	\$245,000	40	August 2023	Strand Associates
Crystal Lake, IL	Well #16 Pump Rehab	\$362,409	35	May 2023	None
Geneva, IL	Well #6 Rehabilitation	\$142,290	30	May 2023	Rempe-Sharpe & Associates
Spencer, WI	Well #7 Construction	\$177,272	25	April 2023	Town & Country Engineers
Janesville, WI	Well #7 Rehabilitation	\$64,547	15	April 2023	None
Grand Geneva Ski Hill	Well Construction	\$239,677	10	December 2023	None
Hudson, WI	Well #10 Maintenance	\$102,234	0	June 2023	None
Huntly, IL	Well #13 Construction	\$1,470,844	0	August 2023	Engineering Enterprises
Cascade, WI	Well #3 Construction	\$174,258	0	May 2023	S.E.H.
Holmen, WI	Well #8 Pump	\$154,310	0	December 2023	Olympic Builders/S.E.H.
Winneconne, WI	Wells #1 & #2 Pump & Booster Rehabilitation	\$158,830	0	December 2023	August Winter & Sons/McMahon

Total Current Backlog \$7,154,054

List of References

Name	Contact	Telephone
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Illinois Municipal References:

City of Galesburg, IL	Tim Fey (tfey@ci.galesburg.il.us)	309-345-3648
Village of Hoffman Estates, IL	Joe Nebel (Joseph.Nebel@Hoffmanestates.org)	847-882-9100
Village of Island Lake, IL	Patrick Stewart (patrick.stewart@voislk.com)	847-526-1954
City of La Salle, IL	Jeff Bumgarner (j.bumgarner@lasalle-il.gov)	815-228-6102
Village of Mount Prospect	Matt Overeem (movereem@mountprospect.org)	847-870-5640
City of Oglesby, IL	Lance Greathouse (lgreathouse@testinc.com)	815-883-3639
City of Silvis, IL	Jim Grafton (jgrafton@silvisil.org)	309-792-9181
City of Sycamore, IL	Matt Anderson (maanderson@cityofsycamore.com)	815-895-2992

Wisconsin Municipal References:

Village of Ashwaubenon, WI	Doug Martin (dmartin@ashwaubenon.com)	920-492-2335
City of Brookfield, WI	Martin Moyer (moyer@ci.brookfield.wi.us)	262-796-6717
City of Colby, WI	Harland Higley (colbydpw@cityofcolby.org)	715-223-6615
Cedarburg Light & Water Utility	Tim Martin (tmartin@cedarburglightandwater.org)	262-375-7652
Village of Grafton, WI	Tim Nennig (tnennig@village.grafton.wi.us)	262-375-5330
Jefferson Utilities	Scott Adler (sadler@wppienergy.org)	920-674-7714
Marshfield Utilities	Jon Richmond (john.richmond@MarshfieldUtilities.org)	715-387-1195
City of Pewaukee, WI	Jane Mueller (jem@pewaukee.wi.us)	262-691-0804
Village of Saukville	Dale Kropidowski (dkropidowski@village.saukville.wi.us)	262-284-3185
Watertown Water	Peter Hartz (phartz@ci.watertown.wi.us)	920-262-4075
City of Waukesha, WI	Kelly Zylstra (kzylstra@waukesha-water.com)	262-409-4430

Engineer References

AECOM	Dennis Saari	(Verona, WI - 2013)	630-466-6700
Baxter Woodman	Eric Murauskas	(Genoa, IL – 2020)	815-459-1260
CBS Squared, Inc.	Jon Strand	(Greenville, WI 2018)	715-861-7428
C.E.S.	Dennis McMullen	(Cherry Valley, IL – 2013)	815-547-8435
Clark Dietz	Ravi Jayaraman		262-657-1550
Davy Engineering	Jim Kochie		608-782-3130
Engineering Enterprises, Inc.	Stephen Dennison	(Pingree Grove, IL - 2012)	630-466-6700
Fehr Graham & Associates	Adam Holder	(Freeport & Lena, IL – 2012)	815-235-7643
Fehr Graham & Associates	Darin Stykel	(Freeport & German Valley, IL – 2018)	815-235-7643
MG2A	Jim Earlywine	(Godley, IL – 2009)	815-939-4921
MSA Professional Services – Baraboo	Rob Uphoff		608-356-2771
MSA Professional Services – Dubuque, IA	Nick Wagner	(La Porte, IA – 2011)	815-777-9333
Rempe Sharpe	Dan Watson	(Elburn, IL – 2012)	630-232-0827
Ruekert & Mielke, Inc.	Chris Epstein		262-542-5733
Strand Associates, Inc.	Mike Forslund		262-542-5733
Strand Associates, Inc	Steve Kluesner	(Fond du Lac 2013, 2017, 2018, 2019, 2020)	608-251-4843
Town & Country Engineering	Ben Heideman	(Cross Plains – 2021)	608-273-3350

Equipment List

Pump Rigs	
2013	Kenworth T440 with Smeal R15 hoist
2011	Kenworth T370 with Smeal R12 hoist
2008	International 4400 with Smeal 12T hoist
2006	International 7600 with National 800D 23T crane
2005	International 4400 with Smeal R20 hoist
2002	International 4400 with Smeal 12T hoist
2001	International 4600 with Smeal R12 Hoist
2000	Peterbuilt with Smeal R12 hoist
1996	Freightliner with Smeal R36 hoist
1991	GMC with Semco 8T hoist
Peerless (Dubuque) Pump Rigs	
2007	International 4400 with Smeal R15 hoist
2005	Sterling with Smeal R12 hoist

Service Trucks	
2023	Ford F650 – with 7,500 lb Crane, Welder & Tools
2021	Ford F650 – with 7,500 lb Crane, Welder & Tools
2019	Ford F650 – with 7,500 lb Crane, Welder & Tools
2019	Ford F650 – with 7,500 lb Crane, Welder & Tools
2017	Ford F550 – with 7,500 lb Crane, Welder & Tools
2017	Ford F650 – with 7,500 lb Crane, Welder & Tools
2016	Ford F650 – with 7,500 lb Crane, Welder & Tools
2016	Ford F550 – with 7,500 lb Crane, Welder & Tools
2015	Ford F550 – with 7,500 lb Crane, Welder & Tools
2013	Ford F550 – with 7,500 lb Crane, Welder & Tools
2013	Ford F550 – with 7,500 lb Crane, Welder & Tools
2012	Ford F550 – with 7,500 lb Crane, Welder & Tools
2020	Ford F250 – Service Truck

Drill Rigs	
2018	Foremost DR24HD on Kenworth T800 (w/tooling)
2007	Foremost DR24HD on Kenworth T800 (w/tooling)
	Bucyrus Erie 36-L Drill Rig, Diesel, skid mounted
	Bucyrus Erie 28-L Drill Rig, trailer mounted
	Bucyrus Erie 60-L Drill Rig, skid mounted

Support Equipment	
2014	Mercedes Sprinter 3500 - TV Van with Deep Hole Camera
2017	(2) Explorer Video Cameras (Portable)
2005	Kenworth W900 Flatbed
2013	Cable Spool Trailer
	AirShock Equipment with 1,500ft Hose Reel & Trailer
	Ford 455 & Caterpillar 416C Backhoes
	Forklifts (3)
	Trailers - various sizes (21)
	Pickups (14)
	Portable Water Towers (7) ranging from 3,000 to 5,000 gallons
	Various Compressors, Generators, Pumps, Etc

All equipment is maintained in good condition, all maintenance records are tracked electronically, and daily and annual inspections are completed and documented as required by the DOT.

Contracts Completed

Wisconsin Projects:

Name of Customer	Project Description	Contract Value	Completion Date
Neumann Enterprises, Autumn Ridged Subdivision, Ixonia, WI	Two new wells, new pump houses, pumping equipment and a reservoir.	\$1,150,000	March, 2006
Verona, WI	Drill Well #5 – 21” x 1,166’ deep	475,000	Mar, 2013
Viroqua, WI	Drill Well #6 - 17” x 1,155’ deep	552,338	Aug, 2013
Waukesha, WI	Well #10 – 1,000hp BJ Pump Repair	199,300	April, 2014
Madison, WI	Drilling Well #31 – 25” x 915’ deep	1,050,325	Dec, 2014
Nekoosa, WI	Well #4 – Collector Well Rehab	121,031	Aug, 2015
Saukville, WI	Drilling New Well #6	210,857	July, 2016
State of Wisconsin	Fox Lake Prison – Rehab 4 Wells	282,111	Aug, 2016
Curtiss, WI	Well #11 & #12 Construction	543,652	March, 2017
Middleton, WI	Well #6 Rehabilitation	183,496	May, 2017
Pewaukee, WI	Well #2 – Pump Reinstall	130,271	Sept, 2017
Fond du Lac, WI	Well Rehabilitations	365,753	Feb, 2018
Fort McCoy / Alliance Steel	3 New Wells	878,599	Jan, 2018
Brookfield, WI	Well #22 rehabilitation	162,558	September, 2018
Kettle Moraine Fish Hatchery	Multiple Well Constructions	405,067	October, 2018
New London, WI	Well #3 Water Treatment	160,000	November, 2018
Lake Como, WI	Well 1 & Well 2 Rehab	273,209	January, 2019
Fond du Lac, WI	2018 Well Maintenance	439,817	January, 2019
Platteville, WI	Well #6 Construction	844,055	June, 2019
Cobb, WI	Well #4 Construction	274,663	August, 2019
Greenville, WI	Well #5 Construction	367,877	November, 2019
Jefferson, WI	Well #5 Rehabilitation	98,670	January 2020
Delevan, WI	Well #6 Rehabilitation	112,828	April 2020
Fond du Lac, WI	Well #13 Rehabilitation	159,108	April 2020
Fond du Lac, WI	2019 Well Maintenance	203,356	May 2020
New London, WI	Well #4 Replacement Construction	354,518	June 2020
Windsor, WI	Well #3 Test Well	137,675	June 2020
Verona, WI	Well #6 Construction	599,429	July 2020
Pioneer Estates – Grafton, WI	Well #5 Construction	226,452	October 2020
Windsor, WI	Well #3 Construction	256,844	November 2020
Arlington, WI	Well #4 Construction	307,268	April 2021
Cross Plains, WI	Test Well #3	137,642	April 2021
Madison, WI	Well #18 Rehabilitation	178,328	May 2021
State of Wisconsin/ Devil’s Lake State Park, WI	New Well & Multiple Well Rehabilitations	232,957	July 2021
Germantown, WI	Well #12 Construction	478,981	December 2021
Jefferson, WI	Well #4 Rehabilitation	299,859	January, 2022
Genoa City, WI	Well #5 Pull and Reinstall	96,590	February 2022
Bristol, WI	Well #3 Rehabilitation	227,392	September 2022
Bloomfield Water Utility, WI	Well #2 Pull and Reinstall	79,116	October 2022
Knapp, WI	Well #2 Pull and Replace	47,783	October 2022
Nekoosa, WI	Well #4 (Collector Well) Rehab	148,008	January 2023
Oconomowoc, WI	Well #8 Construction	494,572	January 2023

Contracts Completed

Illinois Projects:

Name of Customer	Project Description	Contract Value	Completion Date
City of Batavia, IL	Two New Wells	\$ 1,230,000	Dec, 2006
Freeport, IL	Drill 2 New Wells with Pumping Equipment	560,000	March, 2013
Mount Prospect, IL	Well #5 – Evaluation and Rehab	520,714	Dec, 2014
Utica, IL	Well #1 – Install 200' SS Liner	183,500	Jan, 2015
Libertyville, IL	Well #12 – Rehab	356,947	May, 2015
Rochelle, IL	Well #11 - Pump Repair	199,990	Aug, 2015
Rockford, IL	Well #18 – Rehab	257,514	Sept, 2015
Lake in the Hills, IL	Well #14 & # 15 – Pump Equipment/Install	350,634	July, 2016
Arlington Heights, IL	Well #11 Rehabilitation	493,077	June, 2017
Buda, IL	Drill Well #3 -10" x 1.630'	462,780	June, 2017
German Valley, IL	Two new wells - #4 & #5	416,780	June, 2017
Winnebago County, IL	Drill Well #2 – 16" x 625' w/Pump +	449,526	August, 2017
Arlington Park Race Course	Well Pump Repair / Well Rehab	255,151	March, 2018
Naperville, IL	Well #20 Pump Rehabilitation	365,949	August 2018
Monroe, IL	Well #5 Construction	219,758	August 2018
Freeport, IL	Test Wells #11 & #12	649,708	February, 2019
Rockford, IL	Well U35 Rehabilitation	152,026	January, 2019
Capron, IL	Well #3 Construction	301,355	February, 2019
Freeport, IL	Test Wells #11 & #12	658,708	February, 2019
Durand, IL	Test Well	205,361	May, 2019
Shannon, IL	Well #5 Construction	316,589	October, 2019
Gilberts Development, IL	Well 5 & 6 Construction	2,214,000	January, 2020
Sycamore, IL	Well #6 Pump Repairs	165,235	February 2020
LaSalle, IL	Well #12 Rehabilitation	120,330	March 2020
Island Lake, IL	Well #4-10 Rehabilitation	40,272	April 2020
LaSalle, IL	Well #6 Rehabilitation	79,589	June 2020
Grayslake, IL	Well #5 Construction	514,200	June 2020
Crystal Lake, IL	Well #16 Pump Repairs	206,222	July 2020
Carpentersville, IL	Well #6 Rehabilitation	57,782	September 2020
Genoa, IL	Well #4 Modifications	158,812	October 2020
Cary, IL	Well #10 Rehabilitation	200,914	December 2020
Loves Park, IL	Test Well Construction	206,981	February 2021
Bishop Hill, IL	Well #2 Construction	389,583	April 2021
Pingree Grove, IL	Test Well Construction	404,225	April 2021
Frankfort, IL	Well #18 Construction	219,931	October 2021
Peru, IL	Well #5 Rehabilitation	133,490	January 2022
Mt. Prospect, IL	Well #4 Abandonment	226,302	February 2022
Crystal Lake, IL	Well #7 Rehabilitation	322,516	May 2022
Industrial Client, IL	New Well & Pump	327,274	September 2022
Industrial Client, IL	New Well & Pump	410,509	February 2023

Attachment: Municipal Well Pump Bid - Well Inspections (6267 : Bid for Drinking Water Wells 15 and 18 Inspections and Repairs)

Contracts Completed

Other State Projects:

Name of Customer	Project Description	Contract Value	Completion Date
La Porte, IA	New Well #5, with Pump Equipment	\$364,000	July, 2011
Eitzen, MN	Drilling of Well #4	180,695	Nov, 2014
Lanesboro, MN	Turbine Pumps & Abandonments	116,798	Dec, 2015
Ishpeming, MI	Rehab of Wells #2 & #10	48,256	June, 2017
North Liberty, IA	Well Construction Rehab – 2 Wells	825,774	May, 2018

Municipal Well & Pump

Resume of Key Employees

Scott De Young – President/CFO, Treasurer

Scott joined Municipal Well and Pump in 2002. Most recently, Scott worked for the Barnabas Foundation in Orland Park, IL as the Director of Finance and Administration. Prior to 2000, he was the Vice President of Finance and Operations for 2 different printing companies in Chicago since 1989. He also worked for 2 years in public accounting. Scott graduated from Trinity Christian College, Palos Heights, IL in 1987 with a B.S. in Account. Scott is a Certified Public Accountant.

Dick Milaeger – Executive Vice President / Senior Project Manager

Dick is a third generation well contractor with extensive field knowledge in well drilling and pump service. He has been a Sales Engineer for Municipal Well & Pump since 1992 with expertise in well drilling, rehabilitation, pump engineering, water treatment and water systems design. Dick was also the Owner & President of Milaeger Well & Pump from 1983 to 1992 and was Director of Sales from 1976 to 1983. Dick is a Graduate of University of Wisconsin with a Bachelor of Science in Mining Engineering. Dick is a licensed Pump Installer in Wisconsin & Illinois; he is also a licensed Well Driller in Illinois.

Tracy Greenfield - Vice President / Senior Project Manager

Tracy has been a Project Manager and Estimator for Municipal Well & Pump since 1987. He has expertise in well construction, vertical turbine and submersible pump installations and well rehabilitation. He was also a Driller & Pump Installer for Bloyer Well Company from 1978 to 1987. He graduated from the University of Wisconsin with a Bachelor of Science in Civil Engineering. Tracy is a licensed Pump Installer and Well Driller in Wisconsin & Illinois.

Marty Van Ells – Vice President / Senior Project Manager

Marty began working for Municipal Well and Pump in 1986 as an Operator. In 1996, he was promoted to Field Operations Manager. Then in 1998, Marty decided to take a Plant Manager position with AJS & Associates in Random Lake, Wisconsin. In February, 2003, after 5 years, Marty decided to return to MWP for a Sales / Project Manager position. Marty has extensive experience with Well rehabilitations, vertical turbine pumps, submersible pumps and horizontal pumps.

Patrick Harrington - Sales / Project Manager

Patrick joined Municipal Well and Pump in December 2012 after working for Wisconsin Rural Water Association. Patrick has worked closely with water utilities since 2004, first as a source water specialist then a trainer with WRWA. He has experience and expertise in groundwater and wells. In 1994, Patrick received a Bachelor of Science degree in Water Resources and Soil Science from the University of Wisconsin – Stevens Point and is currently working on a Master of Science degree in Environmental Science and Analysis at the University of Wisconsin – Green Bay.

Chris Ferguson – Sales / Project Manager

Chris started at Municipal Well and Pump in March of 2021. Prior to joining the team at MWP, Chris worked at Midwest Contract Operations out of Menasha, WI for 4.5 years. Prior to Midwest Contract Operations, he worked with MSA Professional Services as an Environmental Technician for a little over a year. Chris graduated from the University of Wisconsin- Stevens Point in 2015 with a Bachelor of Science degree in Soil and Waste Resource Management. Chris is a State of Wisconsin Advanced Certified Water and Wastewater Operator with a strong background in troubleshooting equipment. He has also completed the 40-hour HAZWOPER training. As of December 2022, he holds a Wisconsin Pump Installer License. Chris is looking forward to serving municipal and industrial clients in Wisconsin as a member of the Municipal Well and Pump team.

Brian Brodersen, P.E. – Senior Project Engineer

Brian joined Municipal Well and Pump in December 2016 after nearly 23 years at Layne Christensen Company as a Design Engineer and Project Manager. He has extensive professional experience in the water industry that includes well rehabilitation, well construction, pump design, installation and repair. Brian has Bachelor of Science and Master of Science degrees in Civil Engineering from the University of Wisconsin-Milwaukee. He is a licensed Professional Engineer in Wisconsin and also holds a Wisconsin Pump Installer license and a Wisconsin Small System Operator license.

Mark Mueller – Sales / Project Manager

Mark began working for Municipal Well and Pump in 2018. Prior to joining the team at MWP, Mark had 26 years of experience as a Water Chemistry Lab Director/Tech working at Suburban Laboratories Inc. and McHenry Analytical. He received his Bachelor or Science in Water Chemistry from University of Wisconsin-Stevens Point in 1992 and is certified IEPA IC Chemist. Mark is also certified as an Illinois IDPH Microbiologist and Wisconsin Microbiologist.



MUNIWE-01

2.5.a

HTENPASS

DATE (MM/DD/YYYY)

5/18/2023

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterk Insurance Agency, Inc. 999 West Main St. P. O. Box 72 Waupun, WI 53963	CONTACT NAME: PHONE (A/C, No, Ext): (920) 324-2071 FAX (A/C, No): (920) 324-5057 E-MAIL ADDRESS: hollie@siainsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: United Fire & Casualty Company	
INSURER B: Evanston Insurance Company (Markel)	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			60491933	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,00 MED EXP (Any one person) \$ 5,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			60491933	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			60491933	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 9,000,00 AGGREGATE \$ 9,000,00
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	60491933	6/1/2023	6/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
A	Errors & Omissions			60491933	6/1/2023	6/1/2024	1,000,000 per Occ. 2,000,00
B	Pollution			CPLMOL111266	6/1/2022	6/1/2024	2,000,000 per Occ. 2,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Riggers Liability Limit - \$200,000 United Fire Casualty Co. #60491933 Eff 6/1/2023.

Installation Floater - \$200,000 United Fire Casualty Co. #60491933 Eff 6/1/2023.

Leased/Rented Equipment - \$240,000 United Fire Casualty Co. #60491933 Eff 6/1/2023.

Blanket Personal Property of Others Coverage - \$470,000 Waupun & Dubuque location, United Fire Casualty Co., #60491933 Eff. 6/1/2023.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Antigo
700 Edison Street
Antigo, WI 54409

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Sterk Insurance Agency, Inc.		NAMED INSURED Midwest Well Services, Inc. DBA Municipal Well And Pump DBA Pumpstation Professionals Mr. Scott De Young P.O. Box 311 Waupun, WI 53963	
POLICY NUMBER SEE PAGE 1		NAIC CODE SEE P 1	
CARRIER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Certificate Holder is added as Additional Insured, as required by written contract, to the Business Auto & General Liability on a primary and non-contributory basis including completed operations, with respect to work performed by the insured. Waiver of subrogation in favor of additional insured is included for General Liability, Business Auto, and Workers Compensation. Umbrella written on following form.

Attachment: Municipal Well Pump Bid - Well Inspections (6267 : Bid for Drinking Water Wells 15 and 18 Inspections and Repairs)



Speed and Innovation is Our WaterMark

June 17, 2023

Mr. Tommy Horswill
City of Antigo
700 Edison Street
Antigo, WI 54409

RE: Antigo Well 15 and 18 Inspection

Dear Mr. Horswill,

Per RFP specifications for wells 15 and 18, we are pleased to estimate the following:

Well 15

- Mobilize equipment and personnel to facility, perform a 20 minute pump test to determine drawdown and well specific capacity, remove existing 60hp US motor, 8" discharge head, 40' of 8" column pipe w/ 1 ½" shafts, 3 stage 11" BEH pump.....\$2975
- Disassemble pump and measure all tolerances including, shaft, shaft bearings, impeller skirts and wear rings.....\$300
- Color televise well to assess condition.....\$950
- Provide written recommendation for any required maintenance of the well....NC
- Reinstall rebuilt/repared components, chlorinate well, flush to waste and test well for coliform bacteria 1x.....\$3324

Base Bid Estimate.....\$7549

Options

- If 8" column pipe is in poor condition, replace (3) 8" x 9' 11 ¼" and (2) 8" x 4' 11 ¼" sch 40 steel column pipe.....\$2970
- If column pipe needs to be replaced, provide (4) NEW stainless steel bearing retainers w/ 1 ½" rubber line shaft bearings.....\$665
- If column does not need to be replaced, provide (4) NEW rubber line shaft bearings....
- If 1 ½" shafts are carbon steel, replace with NEW 1 ½" stainless steel.....\$1904
- Routine maintenance requires the rebuilding of the stuffing box with NEW brass wear sleeve and high quality Gore-tex packing.....\$310
- Generally the head shaft is worn after decades of service, replacement stainless steel head shaft.....\$550
- Routine Motor Maintenance. Motors generally go in for inspection to a certified motor shop every 20,000 hours, estimated cost for inspection including megger test, bearing replacement and oil change is.....\$2875

Well 18

Little data is known on well 18 pumping components, we assumed they are the same or similar to well 15:

CTW Corporation

21500 W. Good Hope Road, Lannon, WI 53046

www.ctwcorporation.com (262) 253-6613 Branches: Baraboo, Eau Claire, and Green Bay

- Mobilize equipment and personnel to facility, perform a 20 minute pump test to determine drawdown and well specific capacity, remove existing 40hp Newman motor, 8" discharge head, 40' of 8" column pipe w/ 1 ½" shafts, 3 stage 11" BEH pump.....\$2975
- Disassemble pump and measure all tolerances including, shaft, shaft bearings, impeller skirts and wear rings.....\$300
- Color televise well to assess condition.....\$950
- Provide written recommendation for any required maintenance of the well....NC
- Reinstall rebuilt/repared components, chlorinate well, flush to waste and test well for coliform bacteria 1x.....\$3324

Base Bid Estimate.....\$7549

Options

- If 8" column pipe is in poor condition, replace (3) 8" x 9' 11 ¼" and (2) 8" x 4' 11 ¼" sch 40 steel column pipe.....\$2970
- If column pipe needs to be replaced, provide (4) NEW stainless steel bearing retainers w/ 1 ½" rubber line shaft bearings.....\$665
- If column does not need to be replaced, provide (4) NEW rubber line shaft bearings....
- If 1 ½" shafts are carbon steel, replace with NEW 1 ½" stainless steel.....\$1904
- Routine maintenance requires the rebuilding of the stuffing box with NEW brass wear sleeve and high quality Gore-tex packing.....\$310
- Generally the head shaft is worn after decades of service, replacement stainless steel head shaft.....\$550
- Routine Motor Maintenance. Motors generally go in for inspection to a certified motor shop every 20,000 hours, estimated cost for inspection including megger test, bearing replacement and oil change is.....\$2875

CTW has branches in four locations in Wisconsin with 4 project managers available 24 hrs per day, 800-236-3935 for emergency service. Our Green Bay location would be responsible for servicing your community if selected.

Please let us know if any additional information or clarity is needed. We would be honored to serve you and your community.

Respectfully,

Troy Simonar
CTW Corporation
920-366-9950



Please submit inquiries to:

Tommy Horswill

Project Manager for Infrastructure Alternatives

thorswill@iaiwater.com

(715)623-3316

CONTRACTOR CERTIFICATION

We have read the City's Request for Bids (RFB) to provide water well inspection services and we certify that we have adequate facilities to provide such services. We understand that our ability to meet criteria and provide required materials shall be judged by the city.

In addition, we certify that:

- *Our bid is not made in the interest or on behalf of any person not named therein.*
- *We have not directly or indirectly induced or solicited any person to submit a false or misleading bid or to refrain from proposing.*
- *We have not in any manner sought by collusion to secure advantage over any other contractor*
- *We have thoroughly examined the bid requirements, and our proposed prices cover all the materials (F.O.B. Water Plant) that we have indicated we can provide; and*
- *We acknowledge and accept all the terms and conditions included in the RFB.*

A. Evaluation of Criteria

We acknowledge that the factors used by the City in evaluating the bids will include, but are not limited to, the following listed, in no order:

- Knowledge of water well inspection rules per WI codes NR 810, 811, and 812.
- References and any experience the City may have with the contractor
- City's knowledge about past projects supplied by the contractor

B. Contractor Certification

The successful contractor will be required to submit to the City a federal W-9 form (request for taxpayer information). Firms already established with the City as a contractor may have this requirement waived.

Business Name Mid City Corporation

Address 12930 W. Custer Ave., Butler, WI 53007

Contact Name Sarah Nunn

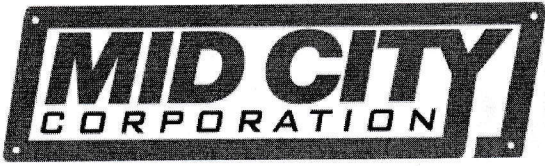
Telephone # (262) 781-5940 Mobile # (414) 416-7805

E-mail address snunn@midcitycorp.us



The contact name must be the person/persons authorized to represent the contractor regarding all matters related to the proposal. The letter must be signed by the individual authorized to represent the contractor.

Bidder's Signature — Thomas Zoulek, President



June 19, 2023

RE: Well Inspection
Antigo, WI

Thank you for the opportunity to provide this quote to perform routine pump maintenance work on wells 15 and 18. Mid City Corporation was started in 1965 as a plumbing contractor, but has since expanded its services to include underground utilities, HVAC, water resources, and well/pump work. Our well team includes the following individuals:

- Myself, Sarah Nunn, as project manager. I am a licensed Professional Engineer, pump installer, and water system operator with over 15 years of experience. My well work experience includes hundreds of municipal and private water wells including pump maintenance and chemical rehabilitation
- Mike Gooding, lead pump installer, has 22 years of experience in the well industry working on municipal and private vertical turbine and submersible well pumps. Mike is a licensed pump installer
- Mike Warren, assistant pump installer, has 8 years of experience in the well industry working on vertical turbine and submersible well pumps
- Ed Weiss has 30+ years of experience as a well driller and pump installer, previously working for Layne Northwest. He has extensive experience in chemical treatment and well rehab. Well is a licensed well driller and pump installer

Mid City has performed pump maintenance on various wells throughout Wisconsin as shown on the attached table of experience. We have the equipment and manpower available to meet the requirements of your project and can provide the insurance and hold harmless statement required per the Request for Proposals.

Mid City proposes to complete the following work:

- Mobilize to the well
- Perform a 20 minute pump test measuring static water level, pumping water level, flow, and discharge pressure
- Remove existing pumping equipment from well
- Perform a visual inspection of the pumping equipment and provide a written summary of our findings with recommendations for any work
- Televis well
- Disassemble and inspect the pump bowl assembly
- Reinstallation of pumping equipment including installation of new air line
- Disinfect well in accordance with NR811 and AWWA standards
- Pump the well to waste and collect same pump test data as before
- Perform startup services including pump adjustments and vibration analysis
- Clean up and demobilize

Mid City made the following assumptions when preparing this proposal:

- Roof hatches are available over each pump to allow removal of the pump with a pump hoist
- A F600 mounted pump hoist can get within 10 feet of the building

Attachment: Mid City Corporation Bid - Well Inspections (6267 : Bid for Drinking Water Wells 15 and 18 Inspections and Repairs)

- Only one well will be allowed to be taken out of service at a time. If this is not the case, please see the alternate price for completing the wells simultaneously
- No payment or performance bonds will be required. If they are required, Mid City can provide for the cost of the bonds
-

Mid City will complete the work for the lump sum of \$24,700. If both wells can be completed in the same mobilization, the \$16,200.

If you have any questions or need any additional information, please contact me at 414-416-7805 or snunn@midcitycorp.us

Respectfully Submitted, Mid City Corporation

Sarah J Nunn, PE
Director of Water Resources



Mid City Well and Pump Experience

Project Name	Description of Work Completed	In Progress or Completed
Cambridge Well #3	Construction of new water treatment facility, well rehab including replacement of pump and motor	In Progress (to be completed 5/24)
Pewaukee Apple Tree Well Rehab	Chemical rehabilitation of two wells including pump replacement	In Progress (to be completed 6/9/23)
Lannon Estates Well Improvements	Repiping of well house, well rehab including replacement of pump and motor	Well work completed; project in progress for other water system work
Brookfield Camelot Well Rehabilitation	Chemical rehabilitation of well including pump replacement	Completed
Brookfield Dominic 2 Well	Motor replacement	Completed
Brookfield Greenfield Booster	Booster pump and motor replacement	Completed
Brookfield Parc du Chateau Booster	Booster pump and motor replacement	Completed
Brookfield Wirth Park	Pull pipe, televise, and complete evaluation	Completed
Lakecrest Shores	Installation of new well	In progress
East Troy Well 7	Well rehabilitation including pump replacement and rebuilding motor	Completed

Milwaukee County Zoo Booster Pump	Replacement of booster pump	Completed
MMSD Monitoring Wells	Misc pump maintenance, pump and motor replacement, transducer installation	Completed
Salem Lakes Well 2	Construction of a new well, piping modifications	In progress
Milwaukee Oklahoma Pump Station	Construction of a new booster station with four 400 hp pumps and two 200 hp pumps	In progress
Cudahy High Service Pump	Pump, motor, gear drive, and backup engine replacement	In progress



To: Mayor and City Council
From: Tommy Horswill, Project Manager
Date: July 26, 2023
Re: Approval to Waive the Bidding Process for the Replacement of the Sludge Transfer Pump at the Wastewater Treatment Plant and Award the Project to Crane Engineering for \$75,000

There is currently \$85,000.00 budgeted in the CIP for replacement of the sludge transfer pump at the wastewater treatment plant (WWTP). A bid was advertised for the replacement of the 60 gallon per minute (GPM) pump as well as upgrading to an 80 GPM pump, which should extend the life of the new pump as we would not need to run the new pump at full speed. Unfortunately, no bids were received after advertisement. Crane Engineering provided the budgetary quote for the 80 GPM pump, motor, installation, along with the additional upgrades of a new variable frequency drive (VFD) and 40-amp breaker. That total came to \$75,000.00. It is my recommendation that committee waive the normal bidding requirements of the City's purchasing policy under special purpose equipment, while the bid stated that alternative models would be acceptable, the Moyno models are preferable to eliminate additional modifications to the project. It is also my recommendation that the committee accept Crane Engineering's quote for the project at a total of \$75,000.00.

If you have any questions or concerns, please feel free to contact me,

Tommy Horswill
 Project Manager: Infrastructure Alternatives
 715-216-6243
thorswill@iaewater.com <<mailto:thorswill@iaewater.com>>



Scope#: MIP034296-01
Customer: NOV PFT Industrial Pumps
Project: ANTIGO - UPDATED CONDITIONS
Contact: Travis Walker

Kenia Chapa
 Application Engineer
 10353 Richmond Ave, 10th Floor
 Houston, TX 77042
Phone: +1 346.223.3527
Email: Kenia.Chapa@nov.com
Date: 05.05.2023

Scope Letter - MIP034296-01 ANTIGO - UPDATED CONDITIONS

Bid Date: 05.05.2023
Engineer:
Addendum:

Clarifications

Please note there are clarifications to your quote. Please see detailed clarification items in the section labeled Scope of Supply.

Terms

Offer is firm if accepted in writing by 90 days of bid date and released for manufacture and shipment prior to one year of bid date. Orders not released per above are subject to escalation.

Terms: Terms are to be negotiated and are subject to NOV's Credit Department approval. Orders accepted on the basis that we are to furnish the material and services covered by our scope only and that the purchase order is made out to:

National Oilwell Varco, LP.

PO Box 205155

Dallas, TX 75320-5155

Attachment: Crane Engineering - 80 GPM Sludge Transfer Pump Budgetary Quote (6268 : Approval to Waive the Bidding Process for



Scope#: MIP034296-01
Customer: NOV PFT Industrial Pumps
Project: ANTIGO - UPDATED CONDITIONS
Contact: Travis Walker

Kenia Chapa
 Application Engineer
 10353 Richmond Ave, 10th Floor
 Houston, TX 77042
Phone: +1 346.223.3527
Email: Kenia.Chapa@nov.com
Date: 05.05.2023

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Moyno® 2G036G2M05CDQ5ASE-X Pump	3
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General Unit Dimensions 2000 Series Pump Model 2G036G2M05	Error! Bookmark not defined.
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Section: Paragraph: Item(s):

Pump and Application Details

Moyno® 2G036G2M05CDQ5ASE-X Pump

Pump Materials

Castings	C – Cast Iron	Shaft Seal	Packing Seal
Internals	D – Alloy Steel	Suction	28.12" X 14.75" Wide
Stator	Q – Nitrile	Discharge	6" Std #125 ANSI Flat Face Flange
Rotor	Hard Chrome Plating	Speed	266RPM

Conditions of Service

Material Description	Wastewater Sludge				
Viscosity	500 Cp	Capacity	80GPM	Vap Press	-
Sp Gravity	1	Suct Pressure	0 PSI	NPSH Avail	Assumed Flooded
Temp	70f	Disch Pressure	50PSI	NPSH Reqd	2.51 FT
Abrasives	None	Diff Pressure	50 PSI	pH	7
Solids %	10%	Hrs/Day	TBD	Duty Cycle	TBD

Attachment: Crane Engineering - 80 GPM Sludge Transfer Pump Budgetary Quote (6268 : Approval to Waive the Bidding Process for

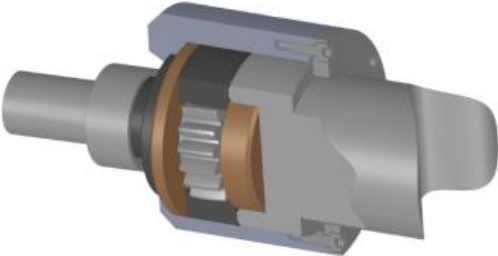


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Universal Joint Information

Gear Joint		
Gear Ball	Hardened Alloy Steel	
Ring Gear	Hardened Alloy Steel	
Primary Thrust Plate	Self Lubricating Bronze	
Secondary Thrust Plate	Self Lubricating Bronze	
Gear Joint Seal	Elastomer seal, NBR	
Grease	Mobil 1 Synthetic Grease.	



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Section: Paragraph: Item(s):

Scope Of Supply

Qty	Item	Description
1	PUMP	Moyno 2000 Pump Model: 2G036G2M05CDQ5ASE-X; w/ Shaft Sleeve; w/ Hardened Rotor
1	BASEASM	Carbon Steel Right Hand Brake Bent Base;
1	BLTPLYASM;	Belt and Pulley Assembly; Target RPM: 265; Target Ratio: 1.01
1	BELT GUARD	Belt Guard, RH-L; OSHA
1	MOTOR	Baldor/Reliance 15HP AC C-Faced Motor; With Feet; Frame: 256TC; Service Factor: 1.15; 1750 RPM; Assembly: F1; Enclosure: TEFC; Insulation: F; 60 Hertz; Voltage: 3 Phase 230 / 460 Volts; Foot mounted to base; Standard Options: Severe Duty; Inverter Duty; Inverter Range: 10:1; Efficiency Design: Premium Efficient; Additional Requirements: 4260002930
1	GEAR REDUCER	PN: 4242238007; NORD C-Faced Reducer; Model: SK872.1-250TC; RPM: 266; NORD Ref Drw:
1	DSCHG GAUGE	PN: 4231712106: Onyx H402-555 dual psetup point pressure swich, NEMA 4X Encl., w/ Carbon center and acetal endplates, Buna sleeve, carbon steel/brass module seal material, silicone fluid filled Wika 232.34 process gauge; Low Setpoint : PSI; High Setpoint:
1	Std Warranty	Moyno Standard Warranty: The warranty period is 18 months from the date of shipment from the factory or 12 months from the date of installation at the customer's facility, which ever period expires first;
Budget price for pump, base, gear box, VFD, 40 amp breaker, pipe materials and Install		Budget Price \$75,000.00 Estimated Delivery 14-16 Weeks from receipt of order, or approval for manufacture. Please verify with factory for actual lead time at time of purchase or release for manufacture.

Clarifications

Unless specifically mentioned in our detailed offer for each item listed, the following are NOT included in our price whether specified or not:

Anchor Bolts, Gauges, Panels, Seal or Packing Flush Hardware, Controls, Contacts, VFDs, Starters (AC Motors), Tools, Valves, Video Equipment/Taping, Lubricants, Pressure Switches, Special Paint or Paint Preparation, Timers, Taxes and Noise & Vibration Testing.

Additional Comments/Notes

COVID-19 NOTICE: Due to the on-going COVID-19 pandemic and various Governmental directives, company measures and uncertainties arising therefrom (collectively "COVID-19 Effects"), all quoted delivery dates for products and completion dates for the work are NOV's best estimates made at the time of the quote and are not binding on NOV. Accordingly, NOV assumes no risk for COVID-19 Effects on NOV's ability to deliver the products or perform the work by the dates quoted. If the delivery of products or execution of work is affected by COVID-19 Effects, NOV shall be entitled to take reasonable measures with respect to COVID-19 Effects, to have an extension of time as needed, to deliver the products or complete the work and to obtain a reasonable compensation for all additional direct costs incurred by NOV as agreed with Customer in good faith. For purposes of this COVID-19 Notice, NOV shall mean the NOV affiliate named above and Customer shall mean the customer to which NOV issued to quote, order acknowledgement or other documents. We are monitoring this situation extremely closely and formulating plans on a case-by-case basis to try to ensure seamless support for our customers. We would ask that you contact your NOV Sales representative if you have any specific challenges or concern

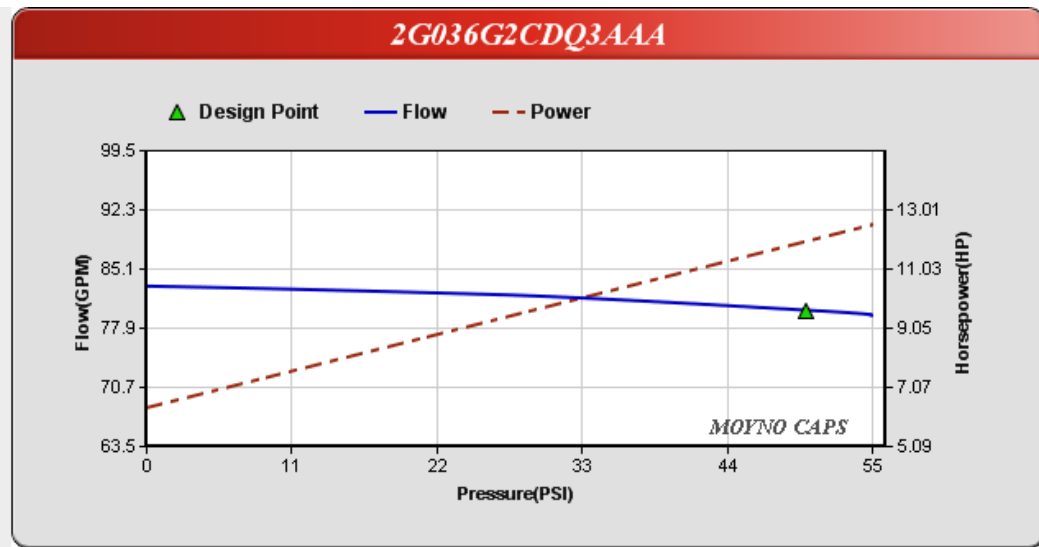


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Performance Curve – 2000 2G036G2M05CDQ5ASE-X


[Change Pump Model](#)
[Change Conditions](#)
[View In Excel](#)
[Data Sheet](#)

ID: 532364

REQUIREMENTS:

CALCULATED:

Rate of Flow:	80.000(GPM)	Rate Flow:	80.00(GPM)
Suction Pressure:	0(Psi)	Diff. Pressure:	50.00(Psi)
Discharge Pressure:	50(Psi)	Calculated Speed:	241(RPM)
		Suggested Speed:	265(RPM)
Fluid Type:	wastewater sludge	Calculated Power:	11.9(HP)
Specific Gravity:	1	Suggested Power:	13.1(HP)
Temperature:	70(F)	Operating Torque:	3118.02(In-Lb)
Viscosity:	500(CP)	Starting Torque:	999.62(In-Lb)
Abrasion Level:	None	Slip:	3.01(GPM)
		Intake Index:	100.00 %
Solid Content:	10	Internal Velocity:	6.89(Ft/s)
Max Partical Size:	(IN)	NPSHR:	2.51(Ft of Water)
Avg. Partical Size:	(IN)	Shear Rate:>	137.32 (Inv Sec)

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NOV Process & Flow Technologies US, Inc. AND ITS AFFILIATES
TERMS AND CONDITIONS FOR THE PROVISION OF EQUIPMENT, PARTS, SERVICES OR RENTAL
 PAGE 1 OF 3

1. ACCEPTANCE

Orders or other requests, whether oral or written, for the supply or sale of machinery or equipment ("Equipment"), or for the supply or sale of spare or replacement parts ("Parts"), or for the provision of services ("Services"), or for the rental of machinery or equipment ("Rental") to be provided by NOV Process & Flow Technologies US, Inc., on behalf of itself and its divisions and subsidiaries, or by its affiliates ("Seller") to its customers (each a "Buyer") (the "Order(s)") are subject to Seller's written acceptance by an authorized representative of Seller and any Orders so accepted will be governed by (a) the terms and conditions stated in these Terms and Conditions for provision of Equipment, Parts, Services or Rental (the "Terms and Conditions"); (b) the written proposal submitted by Seller to Buyer ("Proposal"), if any; (c) the written order acknowledgment issued by Seller to Buyer ("Acknowledgment"), if any; and, (d) any change orders identified as such and agreed to in writing by Seller (the Order, Terms and Conditions, Proposal, Acknowledgment, and any such change order, and any such additional terms as agreed to in writing by an authorized representative of Seller collectively referred to herein as the "Agreement"). Buyer's submission of a purchase order (or other similar document) shall be deemed to be an express acceptance of these Terms and Conditions notwithstanding language in Buyer's purchase order (or other similar document) inconsistent herewith, and any inconsistent language in Buyer's purchase order (or other similar document) is hereby rejected. Buyer's purchase order (or other similar document) is incorporated in this Agreement, only to the extent of specifying the nature and description of the Equipment, Parts, Services or Rental and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a Proposal and an Acknowledgment, the Acknowledgment shall prevail.

2. PRICES

Prices of Equipment, Parts, Services or Rental shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to in writing by Seller. Unless otherwise specified, all prices contained in a Proposal are valid for thirty (30) days from date of issue of the Proposal. All price quotations are EXW Seller's premises (INCOTERMS 2010), or as agreed per the Proposal or Acknowledgment and are subject to change without notice. Seller bears no responsibility for any consular fees, fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines, penalties or interest imposed due to incorrect declarations. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges in effect at the time of the Order shall apply. If by reason of any act of government, the cost to Seller of performing its obligations hereunder is increased, such increase shall be added to the quoted price.

3. TAXES

Transaction Taxes. In addition to the charges due under this Agreement, the Buyer shall be responsible for, and shall protect, indemnify, defend and save harmless Seller from and against the reporting, filing and payment of any taxes, duties, charges, licenses, or fees (and any related fines, penalties or interest and the like) imposed directly on Buyer as a result of this Agreement and all liabilities, costs, and associated expenses (including lawyers' and experts' fees) which may be incurred in connection therewith. Such taxes, duties, charges, licenses, or fees include but are not limited to any local, state, federal, foreign, or international sales, use, value added tax ("VAT"), goods and services tax ("GST"), rental, import, export, personal property, stamp, excise and like taxes and duties. If Seller pays any such tax, Buyer shall, within thirty (30) days of Seller's demand, reimburse Seller for the tax including interest, fines, and penalties, paid by the Seller. It shall be Buyer's sole obligation after payment to Seller to challenge the applicability of any tax.

Notwithstanding the foregoing, the Buyer shall provide Seller with a copy of all exporting documents and any other documents reasonably requested by Seller to prove or substantiate to the appropriate tax authorities the goods were timely exported.

Withholding Taxes. If Buyer is required by any appropriate government department or agency to withhold compensation due Seller to satisfy any obligation of Seller for taxes due, Buyer shall give at least 30 days' notice to Seller that Buyer will withhold. Buyer agrees to pay on a timely basis the amounts so withheld over to the appropriate government department or agency, on behalf of Seller, and to provide Seller with any tax receipts (originals, if possible) or other reliable evidence of payment issued by such government department or agency within 30 days of the date required for withholding. Buyer shall not withhold compensation due Seller if Seller produces evidence, acceptable to Buyer, that Seller is not subject to the withholding of such taxes. Buyer agrees that it shall not unreasonably withhold such acceptance. Buyer shall reimburse Seller for any taxes withheld for which receipts or other reliable evidence substantiating the remittance of taxes to the appropriate government department or agency are not provided to Seller. Buyer's obligation to deliver to Seller tax receipts or other reliable evidence issued by the taxing authority shall not apply if Buyer establishes to the reasonable satisfaction of Seller that the appropriate government department or agency does not provide such documentation. Notwithstanding the above, if Buyer is required to pay any such taxes or amounts that Buyer believes is directly attributable to Seller, Buyer shall first provide notice to Seller and give Seller an opportunity to intervene to protect its interest before Buyer makes any payment.

Protest Rights. If the Buyer receives any demand or request for payment of any levies, charges, taxes or contributions for which it would seek indemnity or reimbursement from Seller, Buyer shall promptly and timely notify the Seller in writing of such demand or request. "Promptly and timely" as used in this sub clause means that Buyer must notify Seller so that Seller has enough time and a reasonable opportunity to appeal, protest or litigate the levies, charges, taxes or contributions in an appropriate venue. To the extent that Buyer fails to give prompt and timely notice, Seller has no obligation to, and will not, reimburse Buyer for these levies, charges, taxes or contributions. At Seller's request and cost, Buyer shall initiate an appeal, protest or litigation in Buyer's own name if Buyer is the only party that can legally initiate this appeal, protest or litigation. The Buyer shall allow the Seller to control the response to such demand or request and the Buyer shall use its best efforts to appeal against such demand or request. If Buyer is required to pay any levies, charges, taxes or contributions in order to pursue an appeal, protest or litigation, Seller shall reimburse Buyer for that amount promptly upon receipt of a written request from Buyer. Seller shall not be responsible for any compromise made by Buyer without Seller's prior written consent.

Cooperation. Buyer shall cooperate with Seller, and at the request of Seller, Buyer shall use its best efforts to supply to Seller such information (including documentary information) in connection with its activities as may be required by Seller for any of the following purposes:

- To enable Seller to comply with the lawful demand or requirement for such information by any appropriate government authority or to ensure that all requirements of the applicable law are being complied with;
- To enable Seller to conduct, defend, negotiate or settle any claim arising out of, or in connection with, such activities, whether or not such claim shall have become the subject of arbitration or judicial proceedings;
- To enable Seller to make any application (including, but without limitation, any claim for any allowances or relief) or representation in connection with, or to contest any assessment on, or liability of Seller to any taxes, duties, levies, charges and contributions (and any interest or penalties thereon); or
- To secure for Seller any beneficial tax treatment and legally minimize any tax obligations in connection with this Agreement.

Seller's request for such information and documents shall allow Buyer a reasonable time to prepare, provide and submit that information requested. The obligations set forth above shall exist for a period of six (6) years commencing with the date of agreement by Buyer of Seller's final statement of account under the Agreement, and the Buyer shall retain and shall procure any subcontractor hereunder to retain, all information and documents in connection with its activities under or pursuant to the Agreement as shall enable the Buyer to comply with the above obligations.

4. PAYMENT TERMS

Unless alternate payment terms are specified and agreed to by Seller in writing, all charges, including applicable packing and transportation costs, billed by Seller are payable within net 30 days of the date of invoice. Seller reserves the right to modify or withdraw credit terms at any time without notice. Unless otherwise specified, all payments are due in the currency specified in Seller's Proposal, Acknowledgment and/or invoice. Interest shall be due from Buyer to Seller on overdue accounts at the maximum rate allowed by law. When partial shipments are made, the goods will be invoiced as shipped and each invoice will be treated as a separate account and be payable accordingly. Payment for goods is due whether or not technical documentation and/or any third party certifications are complete at the time of shipment. Seller shall be entitled to recover all reasonable attorneys' fees and other costs incurred in the collection of overdue accounts. Seller reserves the right, where a genuine doubt exists as to Buyer's financial position or if Buyer is in default of any payment obligation, to suspend delivery or performance of any Agreement or any part thereof without liability and without prejudice to, and without limitation of, any other remedy available to Seller until Buyer cures the default or satisfactory security for payment has been provided. Seller shall have the option to extend the delivery date by a time at least equal to the period of such suspension. In the event of Rental, should Buyer default in meeting any of the terms hereunder for any reason, Seller has the right to retrieve all Rentals as detailed in the Proposal and also to collect rental payments due. If Buyer elects to exercise a purchase option for Rental equipment, rental charges will be incurred and will be invoiced until the later of: (i) the end of the agreed rental period; or (ii) 30 days prior to the receipt of total purchase price and all other rental amounts due.

5. DELIVERY

Unless otherwise agreed to by Seller in writing, delivery terms shall be EXW Seller's premises (INCOTERMS 2010), except to the extent modified by these Terms and Conditions. Where goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. Partial shipments may be made as agreed to by Buyer and Seller. Stated delivery dates are approximate only and cannot be guaranteed. Seller shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. In the event Buyer is unable to accept delivery of goods when tendered, Seller may, at its option, arrange for storage of the goods at Buyer's sole risk and Buyer shall be liable to Seller for the reasonable cost of such storage. This provision is without prejudice to any other rights which Seller may have with respect to Buyer's failure to take delivery of goods, which includes the right to invoice Buyer for the goods. Buyer agrees that title to the stored goods will transfer to Buyer upon invoicing notwithstanding Buyer's inability to accept delivery and that Buyer assumes all risk of loss or damage to the goods from the date title passes to Buyer. Buyer is responsible for all shipping costs from Seller's premises to the location as designated by the Buyer. All shipping costs for the return of goods from the location specified by Buyer to Seller's premises shall also be for Buyer's account.

6. FORCE MAJEURE

If either party is unable by reason of Force Majeure to carry out any of its obligations under this Agreement, other than the obligations to pay money when due and indemnification obligations assumed hereunder, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include acts of God, laws and regulations, government action, war, civil disturbances, strikes and labor problems, delays of vendors, carriers, lightning, fire, flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials, and any other causes that are not reasonably within the control of the party so affected. Seller shall be paid its applicable standby rate, if any, during any such Force Majeure event.

7. CANCELLATION

Orders placed by Buyer and accepted by Seller may be canceled only with the consent of Seller and will subject Buyer to cancellation charges. All of Seller's documents, drawings and like information shall be returned to Seller upon Buyer's request for cancellation. No Orders may be canceled subsequent to delivery or shipment, whichever occurs earlier. As estimated actual damages, Buyer agrees to pay Seller the greater of Seller's actual costs incurred prior to cancellation plus a reasonable profit, or the following minimum cancellation charges:

- 20% of Agreement value if canceled 30 or more days prior to the original delivery/shipment date;
- 50% of the Agreement value if canceled thereafter; or
- 100% of the value of any non-standard items (which are items not built for stock or built to customer specifications).

In the event of Rental, minimum rental charges as stated in the Proposal will apply. Buyer shall verify the amount of the cancellation charges prior to canceling an order.



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NOV Process & Flow Technologies US, Inc. AND ITS AFFILIATES
TERMS AND CONDITIONS FOR THE PROVISION OF EQUIPMENT, PARTS, SERVICES OR RENTAL
 PAGE 2 OF 3

8. TITLE AND RISK OF LOSS

For purchased goods, ownership and risk of loss pass to Buyer upon the earlier of (a) Seller's delivery of the goods, or (b) invoicing by Seller for the goods where Buyer is unable to accept delivery on the scheduled date. Seller retains a security interest in the goods until the purchase price has been paid, and Buyer agrees to perform upon request all acts required to secure Seller's interest. Seller accepts no responsibility for any damage, shortage or loss in transit. Seller will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but Seller does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Buyer on the carrier.

In the event of Rental, Buyer assumes all risk and liability whether or not covered by insurance, for loss or damage to the Rental machinery or equipment. Risk and liability passes to Buyer upon delivery by Seller. Title to Rental machinery or equipment shall remain with Seller at all times. Buyer acquires no ownership, title or property rights to the Rental machinery or equipment except the right to use the Rental machinery or equipment subject to the terms of this Agreement.

9. LIMITED WARRANTY

New Equipment/Parts. In the case of the purchase of new Equipment/Parts, and solely for the benefit of the original user, Seller warrants, for a period of eighteen (18) months from delivery or twelve (12) months from installation, whichever is earlier, that new Equipment/Parts of its own manufacture shall conform to the material and technical specifications set forth in the Agreement. Goods manufactured by others are sold "as is" except to the extent the manufacturer honors any applicable warranty made by the manufacturer. Secondhand goods are sold "as is". If the new Equipment/Parts fail to conform with such specifications upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Remanufactured to "As New" Equipment/Parts. Seller warrants to Buyer, that for a period of six (6) months from the date of delivery by Seller or installation of the Equipment/Parts, whichever is earlier, that reconditioned to "as new" Equipment/Parts will be free from defects in material and workmanship. If the reconditioned to "as new" Equipment/Parts fail to conform with such warranty upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Overhauled Equipment/Parts. Seller warrants that for a period of four (4) months from the date of delivery by Seller or three (3) months from installation, whichever is earlier, that overhauled Equipment/Parts will be free from defects in workmanship. If the overhauled Equipment/Parts fail to conform with such warranty upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished. This warranty expressly assumes that parts normally considered consumables (including, but not limited to rubber goods, seals (rubber, polymer and/or metallic) and/or bearings, are replaced during overhaul. If Buyer requests that such parts not be replaced, Seller hereby disclaims any warranty for said overhauled Equipment/Parts.

Service. Seller warrants that the Services to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Seller shall re-perform that part of the non-conforming Services, provided Seller is notified by Buyer prior to Seller's departure from the worksite.

Rental. Seller warrants that the Rental equipment to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Provided Seller is notified by Buyer prior to Seller's departure from the worksite, Seller shall repair or replace non-conforming Rental equipment. In the event of failure or other non-performance of Seller's Rental equipment's contributing to loss of hole, rental rates will apply during re-drill to equivalent TD.

Seller's warranty obligations hereunder shall not apply if non-conformity or failure was caused by (a) Buyer's failure to properly store or maintain the equipment or parts; (b) the unauthorized modification, repair or service of the equipment or parts by Buyer; (c) utilization of replacement parts not manufactured by Seller; or (d) use or handling of the equipment by Buyer in a manner inconsistent with Seller's recommendations. Further, Seller's warranty obligations under this Article 9 shall terminate if (a) Buyer fails to perform its obligations under this or any other Agreement between the parties, or (b) if Buyer fails to pay any charges due Seller. Any third party warranties provided on equipment or parts not manufactured by Seller are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable.

THIS ARTICLE 9 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S EXCLUSIVE OBLIGATION WITH REGARD TO NON-CONFORMING EQUIPMENT, PARTS, SERVICES OR RENTAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 9, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. CHANGES

Seller expressly reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to furnish, retrofit or install products previously or subsequently sold.

11. RETURN OF MAKE TO STOCK GOODS

With Seller's written approval, unused, incorrectly shipped or "Made to Stock" goods ordered incorrectly, in new condition and of current manufacture and catalog specifications may be returned by Buyer for credit (subject to a restocking fee), provided written request is received within one (1) year after the purchase date. Non-standard goods are not returnable for credit and such goods shall only be accepted for return with the prior written agreement of Seller. Requests for return of goods must show the original purchase order number, invoice number, description of material, and date of purchase. Return of goods does not relieve Buyer of the obligation to make payment against Seller's invoice, and any credit or refund allowed will be issued following Seller's receipt of the goods. The credit allowed on returned goods, if any, is a merchandise credit and is applicable only against future purchases of Seller goods. The credit given will be solely in Seller's discretion and may be based on the original or a subsequently adjusted price. A charge will be assessed to clean-up, refinish and restock the goods, if applicable. No rubber or electronic products or components may be returned for credit after six (6) months from date of purchase.

12. LIABILITIES, RELEASES AND INDEMNIFICATION

For purpose of this Article 12, the following definitions shall apply:

"Seller Group" shall mean (i) Seller, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Buyer Group" shall mean (i) Buyer, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Claims" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society).

- a) Seller shall release, indemnify, defend and hold Buyer Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees.
- b) Buyer shall release, indemnify, defend and hold Seller Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees.
- c) Each party covenants and agrees to support the mutual indemnity obligations contained in Paragraphs (a) and (b) above, by carrying equal amounts of insurance (or qualified self insurance) in an amount not less than U.S. \$,000,000.00.
- d) Notwithstanding anything contained in this Agreement to the contrary, in all instances where Seller is providing Services at a well site, Buyer, to the maximum extent permitted under applicable law, shall release, indemnify, defend and hold Seller Group and Seller Group subcontractors harmless from and against any and all Claims asserted by or in favor of any person or party, including Seller Group, Buyer Group or any other person or party, resulting from: (i) loss of or damage to any well or hole (including but not limited to the costs of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including but not limited to the costs to control a wild well and the removal of debris), (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (iv) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of Seller Group, including but not limited to the cost of control, removal and clean-up, or (v) damage to, or escape of any substance from, any pipeline, vessel or storage facility.
- e) **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND EACH PARTY RELEASES THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE AT THE DATE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFIT, LOST BUSINESS OR BUSINESS OPPORTUNITIES.**
- f) Seller's total liability for all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs and expenses (including attorney's fees and cost of litigation) shall be limited to and shall not exceed the value of the Equipment, Parts, Services or Rental purchased under the Agreement.
- g) **THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN PARAGRAPHS A. THROUGH F. OF THIS ARTICLE 12 SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.**
- h) Redress under the indemnity provisions set forth in this Article 12 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.



Scope#: MIP034296-01
Customer: NOV PFT Industrial Pumps
Project: ANTIGO - UPDATED CONDITIONS
Contact: Travis Walker

Kenia Chapa
Application Engineer
 10353 Richmond Ave, 10th Floor
 Houston, TX 77042
Phone: +1 346.223.3527
Email: Kenya.Chapa@nov.com
Date: 05.05.2023

NOV Process & Flow Technologies US, Inc AND ITS AFFILIATES
TERMS AND CONDITIONS FOR THE PROVISION OF EQUIPMENT, PARTS, SERVICES OR RENTAL
 PAGE 3 OF 3

13. INSURANCE

Upon written request, each party shall furnish to the other party certificates of insurance evidencing the fact that the adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereunder, each party agrees that all such insurance policies shall, (a) be primary to the other party's insurance; (b) include the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and, (c) be endorsed to waive subrogation against the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents.

14. GOVERNING LAW

Except for Equipment, Parts, Services or Rental provided, or to be provided, by Seller in North or South America (the "America's"), this Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, excluding conflicts and choice of law principles. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. Arbitration shall be held in London, England and shall be conducted in the English language.

For Equipment, Parts, Services or Rental provided, or to be provided, by Seller in the America's, this Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, excluding conflicts and choice of law principles. Any dispute, action or proceeding arising out of or relating to this Agreement must be brought in a state or federal court sitting in Harris County, Texas, and each of the parties hereby agrees to irrevocably submit itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum.

Seller retains the right to arbitrate any all disputes that may arise in connection with the provision of the Equipment, Parts, Services or Rental.

15. OWNERSHIP AND PATENT INDEMNITY

All software used in connection with the Equipment, Parts, Services or Rental, either purchased or rented from Seller, is copyrighted and owned by Seller and licensed to Buyer. Seller warrants that the use or sale of Equipment or Parts hereunder will not infringe patents of others by reason of the use or sale of such Equipment or Parts per se, and hereby agrees to hold Buyer harmless against judgment for damages for infringement of any such patent, provided that Buyer shall promptly notify Seller in writing upon receipt of any claim for infringement, or upon the filing of any such suit for infringement, whichever first occurs, and shall afford Seller full opportunity, at Seller's option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way Seller sees fit. Seller does not warrant that such Equipment or Parts: (a) will not infringe any such patent when not of Seller's manufacture, or specially made, in whole or in part, to the Buyer's design specifications; or (b) if used or sold in combination with other materials or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any such patent, and Seller shall not be liable and does not indemnify Buyer for damages or losses of any nature whatsoever resulting from actual or alleged patent infringement arising pursuant to (a) and (b) above. **THIS ARTICLE STATES THE ENTIRE RESPONSIBILITY OF SELLER CONCERNING PATENT INFRINGEMENT.**

16. REGULATORY COMPLIANCE

By acceptance of delivery under this Agreement, Buyer warrants it has complied with all applicable governmental, statutory and regulatory requirements and will furnish Seller with such documents as may be required. Seller warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders in effect at the time of Agreement execution, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings if any. Seller will not provide any certification or other documentation nor agree to any contract provision or otherwise act in any manner which may cause Seller to be in violation of applicable United States law, including but not limited to the Export Administration Act of 1979 and regulations issued pursuant thereto. **No provision in this Agreement shall be interpreted or applied which would require any party to do or refrain from doing any act which would constitute a violation of, or result in a loss of economic benefit under, any anti-boycott including but not limited to any such law of the United States.** All Orders shall be conditional upon granting of export licenses or import permits which may be required. Buyer shall obtain at its own risk any required export license and import permits and Buyer shall remain liable to accept and pay for material if licenses are not granted or are revoked.

17. CONFIDENTIAL INFORMATION

Each party recognizes and acknowledges that it shall maintain all data, information, disclosures, documents, drawings, specifications, patterns, calculations, technical information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence. However, nothing hereinabove contained shall deprive the party receiving the Confidential Information of the right to use or disclose any information: (a) which is, at the time of disclosure, known to the trade or public; (b) which becomes at a later date known to the trade or the public through no fault of the party receiving the Confidential Information and then only after said later date; (c) which is possessed by the party receiving the Confidential Information, as evidenced by such party's written records, before receipt thereof from the party disclosing the Confidential Information; (d) which is disclosed to the party receiving the Confidential Information in good faith by a third party who has an independent right to such information; (e) which is developed by the party receiving the Confidential Information as evidenced by documentation, independently of the Confidential Information; or, (f) which is required to be disclosed by the party receiving the Confidential Information pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the party receiving the Confidential Information uses its best efforts to provide timely notice to the party disclosing the Confidential Information of such order to permit such party an opportunity to contest such order. In the event that Seller owns copyrights to, patents to or has filed patent applications on, any technology related to the Equipment, Parts, Services or Rental furnished by Seller hereunder, and if Seller makes any improvements on such technology, then Seller shall own all such improvements, including drawings, specifications, patterns, calculations, technical information and other documents.

18. INDEPENDENT CONTRACTOR

It is expressly understood that Seller is an independent contractor, and that neither Seller nor its principle, partners, employees or subcontractors are servants, agents or employees of Buyer. In all cases where Seller's employees (defined to include Seller's and its subcontractors, direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act, La. R.S. 23:102 et seq., Seller and Buyer agreed that all Equipment, Parts, Services or Rental provided by Seller and Seller's employees pursuant to this Agreement are an integral part of and are essential to the ability of Buyer to generate Buyer's goods, products, and services for the purpose of La. R.S. 23:106(A) (1). Furthermore, Seller and Buyer agree that Buyer is the statutory employer of all of Seller's employees for the purpose of La. R.S. 23:1061(A) (3).

19. ADDITIONAL RENTAL TERMS AND CONDITIONS

Unless otherwise indicated, the rental rates contained in Seller's Proposal are on a per day basis and such rates shall apply to each piece of equipment or part rented. Seller represents that it has fully inspected the Rental equipment and parts as detailed in the Agreement and that said equipment and parts are in good condition and repair, and are fully acceptable for use as specified in the Agreement. Furthermore, Seller represents that the Rental equipment and parts are not subject to any encumbrances or liens, and that Seller has full title to the equipment and parts, and thus, Seller is authorized to enter into and execute this Agreement.

Buyer represents that it shall use the Rental equipment and parts in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the equipment and parts in accordance with Seller's approved procedures. In the event the parties agree that the Buyer shall operate the Rental equipment and parts, Buyer further represents that the Rental equipment and parts will be operated by skilled employees trained in the use of the Rental equipment and parts. Buyer shall keep the Rental equipment and parts free and clear of all liens and encumbrances arising in connection with Buyer's operations and/or use of the Rental equipment and parts. Buyer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rental equipment and parts. The coverage shall be in an amount not less than the new replacement price of the Rental equipment and parts. NOV shall provide equipment and parts prices at execution of this Agreement.

At the expiration of the applicable rental term, Buyer will at its sole cost return the Rental equipment to the facility designated by Seller, in working condition (reasonable wear and tear excepted). Upon receipt of the returned Rental equipment, Seller will service and inspect the Rental equipment. In the event Seller determines that the Rental equipment is materially damaged or not in working condition (reasonable wear and tear excepted), any service work required to bring the Rental equipment to good working condition will be charged back to the Buyer. Such charges may include service, inspection, and spare parts.

20. GENERAL

Failure of Buyer or Seller to enforce any of the terms and conditions of this Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provisions of this Agreement, or portion thereof, be unenforceable or in conflict with applicable governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provision superseded all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in this Agreement. This Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by an authorized representative of each party.