



## Price Quote for City of Princeton, MN

Quote Date: March 7, 2022

**CUSTOMER:** City of Princeton, MN

**PROJECT:** Jetting/Vacuum of Sanitary Sewer in the Golf Course – Spring 2022

**PLEASE MARK DESIRED LEVEL AND DURATION OF SERVICE**

<input checked="" type="checkbox"/> <b>Jetting/Vacuum -</b>	18" – 24" Pipe approx. 1,744 ft. @ \$1.75/ft.	= \$3,052.00
<b>Mobilization -</b>	Each Trip (Lump if we can park equipment in heated shop)	= \$800.00
<input type="checkbox"/> <b>Emergency Calls -</b>	See details below	= \$TBD <i>(no charge on multi-year plan)</i>

**Duration:**  2022     2022 thru 2026     2022 thru \_\_\_\_\_ (specify)

**Deliverables & Specifications:** In connection with its work on the Project, JJL will satisfy performance standards and produce deliverables as follows:

- NASSCO PACP Certified camera operator;
- Clean and Televis in accordance with NASSCO standards;
- Cleaning and Televising reports (color with still pictures);
- Televising video (your choice of DVD, VHS, or USB flash drive format); and
- GPS mapping of Sanitary mainlines only and emergency call service at no additional cost under multi-year maintenance program.

**THIS PRICE QUOTE COVERS ONLY THE SERVICES AND SPECIFICATIONS LISTED ABOVE, AND IS GOOD FOR 30 CALENDAR DAYS FROM THE QUOTE DATE.**

**Additional Fees & Modifications:** The fees and/or services listed below are not included in the above Price Quotes. Consequently, if you add these fees and/or services to the Project your total costs will increase. In the alternative, you can request to modify your service plan in order to manage expenses (e.g., reduce pipe footage in response to increased price-per-foot).

- Add additional lines at same segment price per foot quoted above;
- Root cutting, tap cutting, and lift station cleaning charged additional \$350/hr. with 1 hour minimum;
- LETS (lateral evaluation television system) camera to launch from mainline into the service lateral up to 160 feet;
- Pipe sizes over 24" charged additional \$0.05/ft. per pipe size increase (added to unit prices for pipe under 24" quoted above);
- After 3 full jetting passes, "heavy cleaning" will be charged (up to 3 more passes) at same unit price per foot quoted above (until complete or directed by Customer).
- Downtime: If JJL provides any of the services listed in the "Customer Obligations" section, below, you will be charged a rate of \$350/hr. (per crew) until regular contract work can be resumed.
- Emergency Rates: If you are on a multi-year maintenance program, then emergency calls are charged at contracted mobilization and unit rates as specified in this Price Quote. If you are not on a multi-year maintenance program and if work needs to be done within 36-hours of a request, you will be charged a flat rate of \$500 plus \$375/hr. (per crew) from the time the crew is deployed from its then current location until the requested emergency work is completed.
- If the cost of fuel exceeds \$3.50/gallon, a fuel surcharge will be added to the fee for Mobilization.

**Customer Obligations:** Customer (and your designated contractor(s), where applicable) is obligated to perform as outlined below. Failure to satisfy these obligations will increase the total cost of the Project, and in some cases may prevent JJL from performing contracted services. If JJL performs any of these obligations on your behalf, we are entitled to reimbursement for all costs incurred, as well as fees charged at the hourly rate as specified in the prior section under "Downtime."

- Provide solid access, locate, and expose manholes in specified Project work areas;
- Provide heated shop to park equipment in overnight if needed;
- Provide water, dump site, and sewer bypass pumping, if necessary; and
- Provide/secure bonds, if needed.

Cell. 320.290.5764 Office. 320.965.2374 Fax. 320.965.2309

7505 County Road 103 SW | Kensington, MN 56343

www.JohnsonJet-Line.com

## GENERAL TERMS & CONDITIONS

### 1. Fees & Payment Terms.

- (a) Regular Contracted Services: Services performed under a multi-year plan will be billed according to the terms listed in this Price Quote, and invoiced within 30-days of performance. You agree to issue payment within 45-days of the invoice date.
- (b) Emergency Service: Unless otherwise agreed, you will be invoiced immediately upon completion of any emergency services, and you agree to pay the invoiced amount within 10-days of the emergency service invoice date.
- (c) JLL will be entitled to payment for any services actually performed that are not included in this Price Quote, and reimbursement for any actual expense/cost paid on your behalf, pursuant to the terms provided above.
- (d) You acknowledge and agree that payment constitutes your expressed approval and acceptance of all work and services as performed by JLL.
- (e) Overdue Invoices & Attorney's Fees: If any invoiced amount is not received by JLL by the applicable due date, then without limiting JLL's rights or remedies, (i) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (ii) JLL may condition the performance of any remaining services under this Price Quote on payment terms shorter than those specified in Section 1(a) and 1(b), above. Customer further agrees to reimburse JLL for any reasonable legal, collection, and/or attorney's fees incurred to effect settlement and payment of any past due amounts.

### 2. Duration, Renewal & Termination.

- (a) This Project will commence upon execution of this Price Quote by both parties and last for the duration specified above. JLL, in consultation with you, will determine the schedule for performing services for the duration of the Project, including the date of final service. JLL will notify you when the date of final service has been determined.
- (c) This Project Agreement will not renew automatically. The parties must enter a new agreement at the conclusion of this Project if they desire to continue service. Scope, pricing, and all other aspects of service will be negotiated at that time.
- (d) The term of this Project may be extended or terminated prior to the date of final service upon the mutual agreement of the parties. If terminated prior to the date of final service, JLL shall be entitled to compensation for any services performed and expenses incurred up to the date of termination.

3. Independent Contractor. The relationship between JLL and Customer is that of independent contractor. JLL is not an employee of the Contractor. It is JLL's responsibility to withhold all federal, state, or local income taxes, social security taxes, unemployment, and other payroll taxes required by law for services rendered under this Project Agreement.

4. Confidentiality. Any information, documents, materials, machines, processes, or other aspects of JLL's work on the Project is considered to be proprietary and confidential, and you agree not to disclose or use it for your own benefit or for the benefit of any third-party without first receiving written consent from JLL.

5. Acceptance & Effectiveness. By signing below, you accept the terms and conditions of this document in its entirety. Any addendums or additions shall be made in writing and signed by both parties. If the parties subsequently enter into any contract, agreement, etc., then it will be considered to constitute acceptance of this Price Quote irrespective of any provision therein to the contrary. Furthermore, this Price Quote shall be incorporated by reference and made a fully enforceable part of that contract, agreement, etc. Unless otherwise agreed to by the parties, any and all inconsistencies between this document and a subsequently entered contract, agreement, etc. will be resolved in favor of this document.

6. Failure to Exercise or Enforce. Except as provided under Section 1(d), above, the failure of either party to enforce or exercise their rights shall not be construed to be a waiver of such right and/or the right to insist upon strict compliance with the obligations or the terms herein.

7. Severability. The terms of this Price Quote are severable, and if any term or provision is declared by a court of competent jurisdiction to be illegal, the remainder of the provisions shall continue to be valid and fully enforceable.

8. Choice of Law, Forum Selection & Costs; NASSCO Guidelines. This Agreement shall be construed and interpreted according to the substantive law of Minnesota, excluding the law of conflicts. Any action brought to enforce the terms and conditions provided herein, or for the breach thereof, shall be brought and tried in Minnesota. To the extent permitted by law, the losing party in any lawsuit, arbitration proceeding, etc. between Customer and JJ-L (and properly adjointed third-parties) shall pay the reasonable legal fees and costs of the prevailing party. The guidelines published by the National Association of Sewer Service Companies (NASSCO) ([available here](#)), as updated from time to time, shall be the primary authority for defining industry terms, establishing standards of performance, and for addressing all other industry-specific questions or matters.

9. Force Majeure. The parties shall not be held responsible or liable for any loss, damage, or delay in the performance of the Project due to strikes, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, public health crises or stay-at-home or shelter-in-place orders, unavoidable casualty, or other causes similar or dissimilar that are beyond their control.

This Price Quote is JLL's best attempt to summarize the scope and estimate the cost of your project. By signing below, you represent that you have read the Price Quote in its entirety (including the "General Terms & Conditions" listed above), that you understand all its terms, that we have accurately described the services to be performed, and that you agree to pay the rates quoted for those services. You promise to honor the terms and to perform in the manner specified throughout this document, and you acknowledge that both of us intend for this document to govern the relationship between us as it relates to the Project. ACCORDINGLY, we both promise to take all necessary steps to incorporate this Price Quote, in its entirety, into any contract, agreement, etc. that we may enter in the future in connection with this Project (irrespective of any provisions to the contrary).

Please sign below and submit by fax (320-965-2309) or e-mail ([chase@johnsonjet-line.com](mailto:chase@johnsonjet-line.com)) within 30 days of the date at the top of page one.

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

I AM AUTHORIZED TO EXECUTE THIS DOCUMENT AND TO ACT ON BEHALF OF THE CUSTOMER NAMED HEREIN..