
Date: January 2, 2018

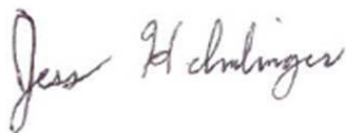
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From: Jess Helmlinger

Subject: Budgetary Proposal to Upgrade and Repair the I-94 Kenosha SWEF

Per your request, below is an updated quote and scope of work to repair and upgrade the equipment at the Kenosha SWEF. Please let me know if you have any questions about this work and pricing after reviewing.

Best Regards,



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BUDGETARY PROPOSAL

DESCRIPTION	UNIT PRICE	QTY	UNIT TOTAL
OBSOLETE ELECTRONICS AND SOFTWARE UPGRADE <ul style="list-style-type: none"> - Replace obsolete electronics in the signal interface cabinet - WIM controller and electronics for the WIM cabinet - Providing and pulling fiber optic cable to the WIM cabinet - Static scale Variable Message Sign electronics - Qty 1 new static scale Variable Message Sign to replace existing obsolete one that is no longer supported by Daktronics as of 1/1/2014 - IND780 static scale indicator - Weigh station PC with dual 22" monitors - Uninterruptable Power Supply - Laser printer - Network Switch - Removal of existing graphics panel - New push button console - Windows virtual graphics panel and static scale software - Calibration and certification of the static scale by local scale service - Installation of all equipment and software - Project management - Two days of training for users - Freight - Taxes - 5 year warranty on new equipment - 5 years of preventative maintenance, done annually NOT INCLUDED: <ul style="list-style-type: none"> - Pricing assumes that existing conduit to WIM cabinet is large enough to pull fiber cable and that it is not blocked. Repairing existing or running new conduit is not included - Traffic Control 	\$149,050	1	\$149,050
REPAIR OF STATIC SCALE <ul style="list-style-type: none"> - Demo and removal of the concrete on all platforms - New epoxy coated rebar and standard (non-colored) concrete decks for all platforms - Replace 3 broken bumpers with new ones - Replace 2 rusted couplers with new ones - Demo and removal of the concrete on all platforms NOT INCLUDED: <ul style="list-style-type: none"> - Barriers/Traffic Control around scale 	\$138,040	1	\$138,040

OPEN/CLOSED AND OPEN/ARROW SIGN <ul style="list-style-type: none"> - Remove existing Open/Closed insert and leave on-site for WisDOT - Provide and install new Open/Closed insert on existing posts and connect existing power wiring. Sign to have 12" LED characters - Provide and install new Open/Closed insert on new posts and connect power. Sign to have 12" LED characters. NOTE: New foundations, posts, conduit, and power wiring to this sign is not included in this pricing. <ul style="list-style-type: none"> - 5 year warranty on signs if done with upgrade NOT INCLUDED: <ul style="list-style-type: none"> - Professional engineer review and approval of new sign going on existing open/closed support - Providing and installing a new open/closed structure with foundations - Professional engineer drawings and approvals for new open/closed structure with foundations - Providing new conduit and power wiring to either new open/closed sign - Traffic control 	\$28,800	1	\$28,800
2018 PROJECT TOTAL			\$315,890
ADDITIONAL OPTIONS			
Load cell receiver care kits – These are original at Kenosha and are important to weighing accuracy and preventing downtime. Includes: <ul style="list-style-type: none"> - Upper and lower receivers, grease, load cell boot 			\$10,090
Sandblast and paint, crane, unhook of scale, power washing, reconnect of scale, crane to reset, clean-up NOTE: Near white blast with glass abrasive priced. A two part epoxy paint system is included. NOT INCLUDED: <ul style="list-style-type: none"> - New deck pans around concrete - Providing and setting barriers up to rest platforms on for sandblasting work - Complete containment - Using steel shot - A three part paint system - Traffic control 			\$64,490
New galvanized pans for all decks including removing old pans and welding new pans on NOTE: Sandblasting and painting work above would still be required for the main structure			\$39,745

<p>Full New Scale</p> <ul style="list-style-type: none"> - PDX Digital load cells without junction boxes - Eliminates need for load cell receiver kit above - Eliminates the need for sandblasting and painting and new galvanized pan work - Includes deduct for coupler and bumper repairs above - Transport - 5 year warranty full scale including lightning protection <p>NOTE: Pricing includes being able to scrap the existing scale metal</p> <p>NOT INCLUDED:</p> <ul style="list-style-type: none"> - Barriers/Traffic Control around scale 			\$164,015
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PRICING NOTES

- Pricing assumes that Mettler Toledo would be the prime contractor for the work and does not include a contractor mark up
- Pricing assumes installation in 2018. Add 3% per year for increase in costs if installed after 2018
- No bonding is included
- Delivery is typically 16 weeks from having shop drawing approval
- Per MT Standard Terms below

STANDARD TERMS AND CONDITIONS OF SALE FOR METTLER-TOLEDO LLC PRODUCTS

1. CONTRACT – All current and future sales transactions by Mettler-Toledo, LLC (“Company”) are expressly subject to these terms and conditions. Modifications or additions will be recognized only if accepted in writing by an officer of Company. Provisions of the original purchaser (“Buyer”)’s purchase order, including Buyer’s terms and conditions of purchase, or other documents that add to or differ from these terms and conditions, including any documents presented to Company’s field service representatives, are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of others will be construed as a failure of Company to raise objections. Buyer’s acceptance of delivery of the equipment and/or services shall, without prejudice to any other manner in which acceptance of these terms and conditions may be evidenced, constitute unqualified acceptance of these terms and conditions. Any specifications not specifically agreed to in writing are subject to change without notice.

2. QUOTATIONS AND PUBLISHED PRICES – Quotations automatically expire 30 calendar days from the date issued unless otherwise stated in the quotation and are subject to withdrawal by notice within that period. Any purchase or service order issued by Buyer upon an expired quotation may be accepted by Company at its sole discretion; any such acceptance will be communicated to Buyer in writing. Prices shown on the published price lists and other published literature issued by Company are not unconditional offers to sell and/or perform services and are subject to change without notice. Company’s prices for equipment, unless otherwise specified, do not include an allowance for shipping, installation and/or final on-site adjustment. Prices are subject to adjustment to those in effect at time of shipment or performance of services and may be adjusted to include any necessary surcharge(s). Pricing that differs from Company’s published price lists is confidential to Company, and Buyer agrees to strictly maintain such confidentiality. Company expressly disclaims any representation or warranty concerning “most favored customer” pricing which may appear in any of Buyer’s documents in connection with any sale by Company to Buyer.

3. TAXES – Company’s prices do not include any applicable sales, goods/services, use, excise or similar taxes, and the amount of any such tax which Company may be required to pay or collect will be added to each invoice and paid by Buyer unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities prior to shipment. If an exemption certificate provided to Company by Buyer is, through no fault of Company, subsequently determined to be invalid, the previously unpaid sales, use, excise or similar tax will be billed to and paid by Buyer.

4. TERMS OF PAYMENT – Unless prepayment is required, terms are cash net 30 days from date of shipment. Payment is due upon invoice for performances of services. Amounts past due are subject to a service charge equal to the greater of 1.5% per month (or fraction thereof) or the maximum contract rate permitted by law. Upon default and placing of Buyer’s account for collection or repossession of equipment, Buyer agrees to reimburse collection costs, legal fees, and court costs incurred by Company in connection therewith. If Company deems that by reason of the financial condition of Buyer or otherwise, the continuance, production or shipment on the terms specified is not justified, Company may require full or partial payment in advance. On orders of \$100,000 or more and having a delivery schedule of 6 months or longer from date of order, the standard terms will be progressive payments. Subject to the warranties expressly stated in 10 below, all sales are final without right of return. Any indebtedness of Buyer to Company may, at Company’s sole option, be credited at any time against any amounts owing by Company to Buyer hereunder.

5. DELIVERY – Delivery dates are approximate and are based on prompt receipt of all necessary information regarding the equipment to be delivered, including but not limited to any import/export

authorizations required by law or regulation. Company will use reasonable efforts to meet the indicated delivery and service dates but will not be held responsible for its failure to do so. Risk of loss shall pass to Buyer upon delivery to a carrier. In the event of any delay in delivery caused by Buyer, Company will store and handle all items at Buyer's risk and will invoice Buyer for the unpaid portion of the contract price, plus applicable storage, insurance, and handling charges. The invoice will be payable in full within 30 days from the invoice date. Company has the right to make partial shipments and bill for those shipments; Buyer will make payment in accordance with terms referenced in 4 above. Company will not accept responsibility for any shortages or damages unless all shipping containers and packing materials are retained for inspection.

6. SHIPPING AND HANDLING CHARGES – Shipments are FOB Shipping Point. Unless Buyer elects a freight collect shipment, shipping charges plus the applicable Company handling charge will be prepaid and billed as a separate item on the equipment invoice.

7. CHANGES – Buyer may with the express written consent of Company make changes in the specifications for equipment or work covered hereunder. In such event, the price and delivery dates will be equitably adjusted. Company will be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes.

8. CANCELLATION – Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event Company has reason to believe that Buyer is unwilling or unable to perform, Company will have the unconditional right to cancel this sales transaction or demand full or partial payment in advance pursuant to 4 above. In the event of any cancellation of this order by either party, Buyer will pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to its suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. The minimum cancellation charge will be 15% of the price hereunder.

9. SECURITY INTEREST – Buyer hereby grants to Company a purchase money security interest in the equipment, acknowledges the validity of and its own assent to such a grant, and agrees not to challenge the legitimacy of such a grant. Buyer will assist Company in taking all necessary actions to perfect and protect Company's security interest. In the event of a default by Buyer, Company will be entitled to any of the rights and remedies provided by law or in equity.

10. WARRANTIES: ABSENT A SEPARATE WARRANTY ISSUED TO BUYER BY COMPANY, COMPANY EXPRESSLY WARRANTS THE EQUIPMENT MANUFACTURED AND THE SERVICES PERFORMED BY IT TO BUYER SOLELY AS SET FORTH HEREIN. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF THE EQUIPMENT ONLY WITH THE PRIOR WRITTEN CONSENT OF COMPANY. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY BREACH BY COMPANY OF ITS WARRANTY HEREUNDER.

A. PRODUCT – Company warrants that the equipment covered by this warranty will be free from defects in workmanship and materials, under normal use, for a period of 1 year from the date of original installation, or 18 months from the date of shipment to Buyer, whichever occurs first. Should any such defects be found and reported during the term of the warranty, Company will, at its option, refund the purchase price or correct such defects, furnishing replacement parts and labor free of

charge to Buyer. Company will also furnish travel up to 80 kilometers (50 miles) from the nearest Company service representative or authorized Company service provider free of charge during the warranty period.

B. SOFTWARE – Company warrants that software developed by Company will perform substantially the functions described in the software documentation when properly installed. Company does not warrant that the software is error-free, that Buyer will be able to operate the software without interruption, or that the software will be free of vulnerability to intrusion or attack. The warranty period will be the same as the warranty period for the Company equipment within which the software is embedded. If the software is not embedded within Company equipment, the terms and conditions of the respective end user license agreement of Company shall apply exclusively. If no end user license agreement is applicable, the warranty period will be 90 days from the date of purchase by Buyer.

C. SERVICE – Company warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within 30 days after the work is completed and prompt notification is made by Buyer in writing to Company, Company will supply the necessary service, direction or consultation to correct the nonconformity.

D. GENERAL – The foregoing warranties are further subject to the following general conditions: (1) Consumables, accessories, normal wear and tear, wear parts and perishables are expressly excluded from the foregoing warranties. (2) If Buyer requests the performance of warranty work provided for under the foregoing warranties during other than normal Company work periods, Buyer will be required to pay for all premium time. (3) These warranties will not apply where Company's equipment and/or software has been subjected to: accident, alteration, misuse, abuse, failure on the part of Buyer to ensure proper storage, operation and/or maintenance, installation or servicing by other than Company authorized personnel, the addition or supply of equipment not approved for incorporation into Company's product, integration into the Buyer's environment, or Buyer/ third party supplied software or interfacing. (4) Company does not warrant the calibration of any scale. Company does however warrant the scales manufactured by it to be capable of being adjusted to meet Company's printed specifications, if any, for weighing accuracy as to the particular model/type scale for the period of warranty above stated when properly installed and used. (5) Products of other manufacturers sold by Company as such are warranted by Company solely to the extent of any remaining warranty provided by the original manufacturer. (6) In the event equipment is repaired by Company, the performance of such repair work will not extend existing nor generate new warranty coverage for the equipment as a whole or for those parts not repaired or replaced by Company.

E. METHODS OF CORRECTION OF DEFECTS DURING WARRANTY – To correct defects Company may attempt to diagnose and resolve the defect over the telephone or electronically. Certain equipment contains remote support capabilities for direct problem reporting, remote problem determination, and resolution with Company. When Buyer contacts Company for warranty work, it must follow the problem determination, resolution and procedure that Company specifies. At any time following or to assist in problem determination, Company may require return of the part or product to depot for service. If Company determines on-site work is required, a service technician will be scheduled for on-site work. If Buyer gives notice of a defect to Company and requests Company for on-site work when the defect could have been remedied remotely, or if Company responds to Buyer's notice of defect and no defect is found for which Company is liable, Company shall be entitled to compensation for any work performed and costs it has incurred as a result of Buyer's request. Company encourages Buyer to use available remote support technologies. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution may result in increased response-time and additional costs to Buyer.

11. INDEMNITY – Company agrees to indemnify Buyer and hold it harmless from and against any direct loss suffered and any direct liability to third parties whenever such loss or liability is directly due

to bodily injury (including death) to any third party or direct damage to any third party property occurring in the course of, and caused exclusively by, any negligent act or omission by Company on the premises of Buyer that occurs in the performance of the work contemplated herein. This indemnity shall include reasonable legal fees and settlements of claim or suit. Buyer shall provide prompt written notice to Company of any actual or anticipated claims against it that might trigger the foregoing indemnity; failure to do so waives Buyer's right to indemnification hereunder. Following such written notice, Company shall have the sole and exclusive right to manage the defense of any indemnified claims and shall be authorized to settle or compromise such claims at its sole and exclusive discretion. Buyer shall cooperate in the defense of all indemnified claims as deemed necessary by Company.

12. PATENT INFRINGEMENT – Company shall defend any suit or proceeding brought against Buyer so far as the same is based on a valid claim that any equipment of Company's design furnished hereunder, or any part thereof, constitutes an infringement of any applicable patent, if notified promptly in writing and given authority, information and assistance (at Company's expense) for the defense of the same and if such alleged infringement is not the result of a design or other special requirement specified by Buyer or the result of the application or the use to which such equipment is put by Buyer or others. Company will pay all damages and costs finally awarded in such suit or proceeding against Buyer provided that Company has the sole and exclusive right to defend, settle or compromise any suit or proceedings and Buyer takes no action that would materially detract from Company's ability to conduct an effective defense, settlement or compromise. In case such equipment or part in such suit held to infringe any such patent and the use thereof is enjoined, Company will at its expense either, at its option; (a) obtain for Buyer the right to continue using such equipment or part or; (b) replace the same with non infringing equipment, or; (c) modify the same so that it becomes non infringing or; (d) remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of Company to Buyer for patent infringement.

13. REGULATORY LAWS AND OR STANDARDS – The performance of the parties hereto is subject to the applicable laws of the United States of America. Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations, which may affect its products. However, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, provincial, state or local laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon in writing by authorized officers of Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.

14. INTELLECTUAL PROPERTY – The sale and delivery of Company's equipment and/or software to Buyer will in no way transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings, or other intellectual property incorporated into the equipment and/or software.

15. DISCLAIMER OF DAMAGES – IN NO EVENT WILL COMPANY BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer will not transfer, assign or lease the equipment

sold hereunder to any third party without first securing from such party the protection afforded to Company herein.

16. LIMITATION OF LIABILITY – Company will not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event will Company's aggregate liability for any and all types of damages or losses related to these terms and conditions or the products or services sold or delivered pursuant hereto exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder must be commenced within one year from the date on which the cause of action accrues.

17. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE – Company will not be liable for any information, assistance or advice that, though not required to be provided to Buyer hereunder, is nevertheless provided to Buyer by employees and/or agents of Company while performing Company's obligations hereunder.

18. INSURANCE – Upon request, Company shall provide evidence of insurance in accordance with its standard coverage and limits. Company does not provide third parties direct access to its insurance or give additional rights to its insurance, such as naming additional insured parties.

19. FORCE MAJEURE – The inability of Company to fulfill its obligations required under these terms and conditions resulting from defaults or delays caused by conditions beyond Company's reasonable control including, but not limited to strikes, insurrection, acts of God, war, terrorist activities, emergencies, shortages or unavailability of materials, weather, change in law or other similar causes, will extend the period for the performance of the obligations for the period equal to the period(s) of any such delays(s) and Buyer will not have the right to termination; provided that Company will continue to perform to the extent feasible in view of such force majeure.

20. EXPORT CONTROL - Buyer acknowledges that the equipment may include technologies and software that are subject to export control regulations in Europe or the United States of America or countries in which the equipment is delivered or used. The Buyer is solely responsible for adherence to these restrictions in case the Buyer exports or re-exports the equipment and the Buyer agrees to indemnify and hold Company harmless from, or in connection with, any violation of such export restrictions by Buyer, or its employees, consultants, agents, or customers.

21. INTERPRETATION – If any of these terms and conditions contravenes or is invalid under applicable law, these terms and conditions shall not fail as a result but will be construed as if such term or provision was not included. The invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these terms and conditions, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Waiver or excuse by Company of any noncompliance with these terms and conditions shall not constitute a waiver or excuse of any prior or subsequent noncompliance.

22. RETURNS – Items returned for Buyer's convenience (and not for product or part failure or warranty issues) will be subject to a 15% restocking fee, minimum \$200. Company must be contacted for a Return Authorization Number (RAN) within 21 days of shipment (for a customer) or 30 days of shipment (for a dealer / distributor) from Company to be eligible for return credit. Buyer must return items within 10 days of receiving a RAN. Item must be in new and unused condition, packed in original packaging and container, and include all manuals, peripherals and

accessories.

23. SURCHARGES – Company's pricing shall be subject to certain additional surcharges ("Surcharges") at Company's sole discretion. Such Surcharges may be required to partially offset the increase in costs of certain raw materials and other commodities including, but not limited to, fuel and steel. Applicable Surcharges will appear on invoices issued by Company to Buyer and shall be due and payable in accordance with the invoice terms. Company shall periodically update any applicable Surcharges based upon reported pricing in the respective industry.

24. GOVERNING LAW AND PLACE OF JURISDICTION – The legal relationship between Buyer and Company shall be governed by the laws of the State of Ohio and the United States of America. Exclusive place of jurisdiction shall be Franklin County, Ohio. Company however reserves the right to initiate court proceedings against the Buyer at any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.