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WHITE LAKE TOWNSHIP DEPARTMENT OF PUBLIC SERVICES

7525 Highland Road, White Lake, Michigan 48383-2900, (248) 698-7700, www.whitelaketwp.com

September 5, 2025

Honorable Board of Trustees
Charter Township of White Lake
7525 Highland Rd
White Lake, MI 48383

RE: CEC Controls SCADA Maintenance Agreement

Honorable Board of Trustees,

DPS is currently without a dedicated service provider for the SCADA system. Corporate and personnel changes at our past providers have forced us to look elsewhere for service. The programmers that we brought in from Pennsylvania for the Aspen Meadows project were excellent programmers but turned out to be incredibly expensive and difficult to work with. The Civic Center project will require us to rework the SCADA network and relocate the head end from the current Township Hall to the new facility, and the current system is over 8 years old.

We have been researching local companies that are familiar with our SCADA system and software. We wanted to find a local provider that has experience in data networks, cyber security at the level of a public water system, and programming capability with the SCADA software that we use. CEC Controls meets all of our needs. They are full systems integrators and have expertise in hardware, software, and programming that we use here. They have current contracts with several other communities in the area with cooperative pricing. They have excellent references.

DPS requests the approval of the CEC Controls Annual SCADA Maintenance Agreement pending review and approval of the Township Attorney at the base rate of \$11,400 per year and to be executed by myself or the Township Supervisor.

Sincerely,

Aaron Potter
Director, Department of Public Services
Charter Township of White Lake



CEC CONTROLS

600 West St. Joseph Street, Suite 200

Lansing, MI 48933

Telephone: (586) 779-0222

5 September 2025

To: Aaron Potter

Subject: Whitelake Township Maintenance Agreement
7525 Highland Road
White Lake, MI 48383
CEC Controls Proposal # 2025-XXXX

Greetings Mr. Potter,

Thank you for the opportunity to provide this Proposal for a support and maintenance contract to Whitelake Township. Particulars of what will be provided in this support and maintenance contracts as well as the terms of the agreement can be found below.

Support and Maintenance Contract Details

- Remote support of WTP SCADA system via phone and/or direct remote access into SCADA system of up to 8 hours per month. Issues that prove to be beyond resolution within the 8-hour threshold, or months requiring more than 8 hours total support will be invoiced at the applicable rate and/or will be executed under separate proposals. (Rate Chart shown below) (NOTE: Owner must maintain current accessibility to enable remote troubleshooting and support throughout the life of Service Contract)
- On-Site support for issues that prove to be beyond resolution via remote methods will result in an on-site call at the earliest available opportunity. Charges for On-Site services to be billed at applicable rate.
- Duration of Service Contract is 1 year, beginning on Month Day, 2025. Renewal of this agreement can occur based on mutual consent by both parties on or before the expiration date.

Items not covered under Service Contract

- Hardware, Instruments, Wiring and/or Installation items not covered under vendor warranties.
- Software or License renewals.





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Rate Schedule

IN-HOUSE ENGINEERING RATES:

Straight Time - \$115.00 per Hour

Overtime - \$150.00 per Hour

SCHEDULED FIELD ENGINEER RATES*:

Straight Time - \$115.00 per Hour

Overtime - \$150.00 per Hour

EMERGENCY / HOLIDAY CONTROLS ENGINEER RATES**:

Straight Time - \$195.00 per Hour

Overtime - \$235.00 per Hour

RATE DEFINITIONS:

STRAIGHT TIME - All hours worked during normal weekday hours but not exceeding (10) hours per day. OVERTIME - All hours worked in excess of (10) hours on weekdays and all hours worked on Saturdays or Sundays.

* / **Site Response utilize same rates however they will incur an additional trip fee of \$425. This may or may not apply to Emergency responses.

NOTE: A Project Manager hour is added to each twenty (20) hours of billable time (or partial 20 hours) for all hours billed in a month for administration and scheduling. For example, the 21st hour of billable time will incur two (2) hours of additional Project Management time. Project Manager Rate - \$128.00 per hour.

Charges for XXX 2025' through XXX 26' Invoiced at \$920/MO (assumes use of only in-house engineering rate). Should T&M usage of hours exceed the minimum or should non-in-house engineering rates be utilized, then extra costs will be added to monthly invoice.

PROPOSAL PRICING: (All pricing is in US Dollars)

The man-hour and cost estimates for the proposed services are documented below:

| Category | Cost |
|---------------------------------------|----------|
| Support and Maintenance Annual Charge | \$11,040 |





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If you have any questions or need further clarification regarding this proposal, please feel free to call me at your earliest convenience. We remain committed in providing our clients with quality system integration services. We are looking forward to working with you as part of the team for this project.

Best Regards,

Blake Dahlka
Branch Manager
CEC Controls Company Inc.
Cell (248) 787-3791
bdahlka@cecontrols.com

Corporate Office
14555 Barber Ave.
Warren, MI 48088-6002
Tel: (586) 779-0222
Fax: (586) 779-0266
<http://www.cecontrols.com>

Blake Collins
Director Business Development
CEC Controls Company Inc.
Cell (832) 712-8980
bcollins@cecontrols.com

Authorization from the City of West Bloomfield to CEC Controls Co., Inc. to proceed with this Proposed Contract as detailed within this document.

Signature

Title

Date

Printed Name

(please sign and return a copy for our records)





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1. COMPANY OVERVIEW

CEC Controls, a SCIO Group Company, originally founded in 1966, specializes in the design, build and field implementation of Process Instrumentation & Control and SCADA Systems for the Water and Wastewater sector. CEC Controls also provides Control Systems for Industrial Automation Clients including Material Handling Systems, Special Machine Controls and Vision Inspection Systems.

CEC Controls is a full-service systems integration company, experienced in doing multi-million dollar Process and Industrial Control Systems. Each of the systems we build utilizes the latest state-of-the-art technology and software available for our industry. In addition, the systems built by CEC Controls not only met but exceed the industry standards in quality and ergonomics. Our Panel Manufacturing Facility is both U.L. and CSA listed, which allows us to certify our Control Panels to U.L 508A Standards for those projects requiring the U.L. Label. All Control Panels are thoroughly tested for quality assurance, using our stringent internal testing procedures prior to shipping. All Panel testing is documented to comply with our Quality Management System.

CEC Controls is registered to ISO-9001 and Q1 industry standards. Our Quality Management System has been a valuable asset to our continued success within the process control and industrial controls Industry. We are also CSIA Certified and a fully accredited member of the Control Systems Integrators Association, which is a national organization striving for quality Integrators. Through training and documentation, we have been able to streamline our logic design which minimizes the start-up and debug time for bringing a new system on-line for the client. Our commitment to quality has virtually eliminated the number of warranty issues on system installations that normally cause repeated call-backs.

CEC controls Company also has 14 remote engineering & service offices, which are located in Bradenton, Florida; Atlanta, GA; Chicago, IL; Louisville, KY; Wixom, MI; Lansing MI; Kansas City, MO; Nashville, TN; Norfolk, VA; Oakville, Ontario; and Silao, Mexico to further support our wide customer base. Our Headquarters is located in Warren, MI. UL Panel Shop is located in Warren, MI. CSA approved Panel Shop is located in our Canada office. CEC Controls builds an average of 2500 panels per year.





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TERMS & CONDITIONS

PAYMENT

- Payment in full shall be made within thirty (30) days from the date of approved invoices.
- We will invoice for all work completed in the prior month, or per approved Billing Plan.

FIRM OFFER

- Unless otherwise specified, all quoted prices are firm for ninety (90) days from the date of this proposal.
- The applicable parties will negotiate and agree to terms and conditions at the time of award.
- If a PO number is not issued against this contract, then the proposal number will be utilized for invoicing on a monthly basis.

EXTRA WORK AND CHANGES IN SCOPE

- All changes to the basis of the proposal which affect quantities, types or configuration of hardware/software or which affect the engineering and design responsibilities or other labor requirements are to be submitted in writing for prior pricing and are to be approved in writing before such changes are incorporated.



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CEC CONTROLS COMPANY PRODUCTS & SERVICES

EXHIBIT "A" STANDARD TERMS AND CONDITIONS

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Firm Offer.** Unless otherwise specified in this proposal documentation, all quoted prices are firm for a period of Ninety (90) days from the date of this proposal. CEC Controls Company reserves the right to revise our pricing after the 90 Day period to allow for any material cost increases from its suppliers.
3. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders for CEC Controls provided Equipment & Services are subject to credit approval by our Accounting Department.
4. **Delivery.** Delivery of the specified Equipment shall be in material compliance with the schedule set forth in Seller's Proposal Documentation. Unless Seller's Documentation states otherwise, Delivery terms are F.O.B., Seller's manufacturing facility in Warren, Michigan. The risk of loss shall pass to the Buyer upon delivery or transfer of the equipment to the carrier.
5. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
6. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Proposal Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Proposal Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from shipment or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the defective part or equipment. Provided however, all transportation charges for the return of and the cost of labor for removal of the defective Equipment or, the re-installation of the repaired or replacement Equipment shall be paid by the Buyer. Replaced Equipment shall become the property of the Seller. In the case of a material defect in paid services, provided under contract, Seller's sole obligation shall be to re-perform the services to meet the requirements. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating within specifications and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs, alterations or, additions and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action, corrosion, dust or dirt, wear and tear under normal operating conditions, burnout, exposure to environmental, operational, electrical, surges or, lightning conditions exceeding specifications, accident or catastrophe, misuse, abuse, improper handling or storage or, improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 11 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller in writing of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
10. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
11. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
12. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer.
13. **Discrimination.** CEC Controls does not and will not maintain or provide for their employees any facilities that are segregated or based on race, color, creed, or national origin.

