

CONTRACTING SERVICES CONTRACT
PROJECT NAME: SCADA REPLACEMENT PROJECT

THIS CONTRACT, by and between the **CITY OF MINERAL WELLS**, a home rule municipal corporation, hereinafter called "City", and **BLOC DESIGN-BUILD, L.L.C.**, a limited liability company authorized to do business in the State of Texas, hereinafter called "Contractor", each a "party" and collectively the "parties", evidences the following:

WHEREAS, City desires the construction and materials services for a project known as the **City Mineral Wells SCADA Replacement**, hereinafter called "the Project"; and

WHEREAS, the City has solicited and received proposals from vendors on the Tx SmartBuy cooperative for such services; and

WHEREAS, the City had determined, that **Bloc Design-Build, L.L.C.**, with Tx SmartBuy VID: 1752958317500, Vendor Number: 54622, is the most qualified and capable provider of the services necessary for the Project.

NOW, THEREFORE, the parties, in consideration of the good and valuable consideration and terms and conditions contained herein, agree as follows:

1. EMPLOYMENT OF THE CONTRACTOR

Contractor agrees to perform services in connection with the Project as set forth in the following sections of this Contract, and City agrees to pay, and Contractor agrees to accept fees as set forth in the following sections as full and final compensation for all services provided under this Contract.

2. CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of the City by the Director of Mineral Wells Public Works or his designated representatives (hereinafter called "Director"), and on behalf of the Contractor by its duly authorized officials.

3. CONTRACTOR'S SERVICES

Contractor agrees to render services necessary to modify the existing Supervisory Control and Data Acquisition ("SCADA") systems currently operated by the City in connection with its water and wastewater utility systems in order to replace the City's SCADA system, as further detailed below. Contractor shall supply all materials and labor needed to perform the work including but not limited to equipment, supplies, traffic control devices, and mobilization expenses.

4. SPECIFIC SERVICES AND PAYMENT

A. Payment for services under Article 3 will be computed on the basis of **NOT TO**

EXCEED A LUMP SUM FEE OF ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000.00), calculated as follows:

- (i) BLOC Design will provide and install (1) new control panel at the Elevated Storage Tank to monitor the tank level, door intrusion and utility power. Existing enclosure, antenna, and coax is anticipated to be re-used: \$12,000.00.
- (ii) BLOC Design will provide and install (1) new control panel at the East Ground Storage Tank to monitor the tank level, pump run status, door intrusion and utility power. Pumps can be controlled remotely via the SCADA system. Existing enclosure, antenna, and coax is anticipated to be reused: \$12,000.00.
- (iii) BLOC Design will provide and install (1) new control panel at the Welcome Mountain Ground Storage Tank to monitor the tank level, door intrusion, and utility power. Existing enclosure, antenna, and coax is anticipated to be re-used: \$12,000.00.
- (iv) BLOC Design will provide and install (1) new control panel at the 10th Street Pump Station to monitor the tank level, system pressure, pump run status, door intrusion, and utility power. Pumps can be controlled remotely via the SCADA system. Existing enclosure, antenna, and coax is anticipated to be re-used: \$12,000.00.
- (v) BLOC Design will provide and install (1) new control panel at the 9th Street Pump Station to monitor the system pressure, pump run status, door intrusion, and utility power. Pumps can be controlled remotely via the SCADA system. New antenna and coax will be provided and installed at this location. Antenna to be installed on a mast attached to building structure: \$12,000.00.
- (vi) BLOC Design will provide and install (1) new control panel at the Brazos Pump Station to monitor valve position, pump run status, system pressure, flow meters, and utility power. Valve and pumps can be controlled remotely via the SCADA system. Existing enclosure, antenna, and coax is anticipated to be re-used: \$12,000.00.
- (vii) BLOC Design will provide and install (1) new control panel at the Antenna Tower Repeater to receive and transmit all data from the SCADA system. Existing enclosure, antennas and coax are anticipated to be re-used: \$12,000.00.
- (viii) BLOC Design will provide and install (1) new control panel in the Water Plant Filter Gallery SCADA panel to receive and transmit all data from the SCADA system to the repeater. Existing enclosure, antennas and coax are anticipated to be re-used. BLOC proposes to connect the (4) existing filter console PLCs via MODBUS communication to this PLC to allow for monitoring and/or control of the filters: \$15,000.00.
- (ix) BLOC Design will provide and install (1) new control panel in the Pre-Sediment Basin Building panel to receive and transmit data via 900 MHz radio to the SCADA system. Existing enclosure, antennas, and coax are anticipated to be re-used. BLOC proposes to connect the existing VFD drives and flow control valve to this PLC to allow for monitoring and/or control of the drives and actuated valve. This station will also monitor system pressure, flow meters, and pump run status: \$15,000.00.

- (x) BLOC Design will provide and install (1) new control panel in the Chemical Injection Building panel to receive and transmit data via 900 MHz radio to the SCADA system. Existing enclosure, antennas, and coax are anticipated to be re-used. BLOC proposes to connect the existing chemical feed pumps and VFDs to this PLC to allow for monitoring and/or control of the drives and pumps: \$14,000.00.
- (xi) BLOC Design will provide and install (1) new control panel in the main Water Plant Control Room panel to receive and transmit data via Ethernet cable to the SCADA system. This panel will also collect data from the various lab, and analytical equipment via a RS 485 communications network. Existing enclosure is anticipated to be re-used. BLOC proposes to provide and install a new SCADA computer system with the latest version of Indusoft Web Studio. BLOC will work with the plant operator to develop custom HMI screens, control processes, alarm logs and notifications, and reports. This computer system will monitor and/or control all connected SCADA sites, send notifications via email or text message, and can provide remote user access to the SCADA system: \$32,000.00.

B. The aforesaid payments shall include Direct Non-Labor Expenses which includes expenses for supplies, transportation, equipment, travel, communication, subsistence and lodging away from home, and similar incidentals.

C. Contractor shall submit itemized monthly statements for Services, Direct Non-Labor Expenses, and for Subcontractors Costs incurred. City shall make payments in the amount shown by the Contractor's monthly statements and other documentation submitted, and no interest shall ever be due on late payments.

D. Monthly invoices shall be submitted on the end of each month for the work completed to date. Mineral Wells will process payment within 15 days as a general rule for making payments.

E. Nothing contained in this Contract shall require City to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Contractor when the Contractor is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Contractor is in default, including the right to bring legal action for damages or for specific performance of this Contract.

5. WARRANTY

Contractor warrants workmanship and labor for a period of one year from the date of completed work. Any defects during this period shall be replaced or repaired to the satisfaction of the Director of Public Works or designee of the City of Mineral Wells, Texas. Original Manufacturer's warranty applies for all equipment installed and Contractor shall submit all warranty information to the Director at completion.

6. CITY'S OBLIGATIONS

City shall provide the following under this Contract:

- A. Provide available criteria and information to the Contractor as City's requirements for the Project.
- B. Provide sample drawings to use as guidelines, if available.
- C. Provide all available City drawings, maps, and notes relating to existing public facilities within the limits of the Project.

7. COMPLETION SCHEDULE

The services furnished by the Contractor under this Contract will be completed in within 180 consecutive calendar days from Contractor's receipt of the "Notice-To-Proceed". Contractor shall commence working upon receipt of the "Notice-To-Proceed." City shall have complete control of the services to be rendered and no work shall be done under this Contract until the Contractor is instructed in writing to proceed by email or letter. For the purposes of this Contract, a month is defined as thirty (30) calendar days and a week as seven (7) calendar days. If any of the following submissions fall on a City non-working day, then the submission shall be due the following City working day.

8. TERMINATION OF CONTRACT

City may indefinitely suspend further work hereunder or terminate this Contract or any phase of this Contract upon ten (10) days' prior written notice to the Contractor with the understanding that immediately upon the receipt of such notice all work and labor being performed under this Contract shall cease immediately. Before the end of the ten (10) day period, Contractor shall invoice the City for all work accomplished by him prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of City upon termination of the Contract and shall be promptly delivered to City in a reasonably organized form without restriction on future use except as stated in Article 5. Should City subsequently contract with a new consultant for continuation of services on the Project, Contractor shall cooperate in providing information.

9. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by City shall not constitute nor be deemed a release of the responsibility and liability of the Contractor, its employees, associates, agents, and consultants for the accuracy and competency of their designs or other work; nor shall approval be deemed to be an assumption of such responsibility by City for any defect in the design or other work prepared by the Contractor, its employees, subcontractor, agents and consultants.

10. EQUAL EMPLOYMENT OPPORTUNITY

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, or place of birth. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, or place of birth.
- B. If the Contractor fails to comply with the Federal Laws relating to Equal Employment Opportunity, it is agreed that the City at its option may do either or both of the following:
 - 1) Cancel, terminate, or suspend the contract in whole or in part;
 - 2) Declare the Contractor ineligible for further City Contracts until he is determined to be in compliance.

11. AMENDMENTS

This Contract may be amended or supplemented in any particular only by written instrument and only as approved by resolution of City Council or the City Manager, except for termination under Section 8, Termination of Contract, which may be accomplished by the Director of Public Works or his designated representative as identified in Section 8, Termination of Contract.

12. COMPLIANCE WITH LAWS, CHARTERS, AND ORDINANCES, ETC.

The Contractor, his consultants, agents and employees, and subcontractors shall comply with all applicable Federal and State Laws, the Charter and Ordinances of the City of Mineral Wells, and with all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies existing and published before date of this agreement.

13. RIGHT OF REVIEW

Contractor agrees that City may review any and all of the work performed by Contractor under this Contract. City if hereby granted the right to audit at City's election, all of the Contractor's records and billings related to the performance of this contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this contract.

14. CONFLICT OF INTEREST

No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position with the City. Any violation of this section with knowledge, expressed or implied, of the person or corporation contracting with the City shall render the Contract involved voidable by the City Manager or the City Council.

15. CONTRACT PERSONAL

This Contract is for personal and professional services; and the Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the City.

16. NOTICES

All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing the same in the United States Mail at the address shown below unless and until either party is otherwise notified in writing by the other party at the following addresses.

If intended for Mineral Wells, to:

If intended for Contractor, to:

If by U.S. Mail:

City of Mineral Wells
Attn: City Manager
P.O. Box 460
Mineral Wells, Texas 76067

Bloc Design-Build, L.L.C.
Attn: Chase Frazier
140 East Tyler St #600
Longview, Texas 75601

If by courier:

City of Mineral Wells
Attn: City Manager
211 SW 1st Avenue
Mineral Wells, Texas 76067

With copy to:

Messer, Fort & McDonald, PLLC
Attn: Wm. Andrew Messer
6371 Preston Road, Suite 200
Frisco, Texas 75034

17. INDEPENDENT CONTRACTOR

In performing services under this Contract, Contractor is performing services of the type performed prior to this contract; and Contractor by the execution of this contract does not change the independent status of the Contractor. No term, or provision hereof, or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant, or employee of Mineral Wells.

18. INDEMNITY

CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD CITY WHOLE AND HARMLESS AGAINST CLAIMS FOR DAMAGES, COSTS, PERSONAL INJURY, INCLUDING DEATH, AND EXPENSES OF PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY, OR FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF CONTRACTOR, OR ANY AGENT, SERVANT, OR EMPLOYEE OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, WITHOUT REGARD TO WHETHER SUCH PERSONS ARE UNDER THE DIRECTION OF CITY AGENTS OR EMPLOYEES.

THIS PROVISION SHALL NOT BE DEEMED TO APPLY TO LIABILITY FOR DAMAGE THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF THE CITY OF MINERAL WELLS OR ITS EMPLOYEES OR OTHERS AGENTS.

19. INSURANCE

Contractor agrees to maintain financial responsibility to cover all of its own personnel engaged in performing services for client under this agreement. Contractor also agrees to maintain all responsibility for covering claims against Contractor for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this agreement. Contractor further agrees to include the City as an additional insured and provide copies of such policies to the Director.

20. VENUE

The obligations of the parties to this Contract are performable in Palo Pinto County, Texas; and if legal action is necessary to enforce it, exclusive venue shall lie in Palo Pinto County, Texas.

21. APPLICABLE LAWS

This Contract is made subject to the provisions of the Mineral Wells Code, other City Ordinances, Standards, Mineral Wells Specifications for materials and construction, as amended, and all State and Federal Laws.

22. GOVERNING LAWS

This contract shall be governed by and construed in accordance with the laws and decisions of the State of Texas.

23. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof; and this Contract shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this Contract.

24. PUBLISHED MATERIAL

Contractor agrees that the City shall review and approve any written material about City projects and/or activities prior to being published by the Contractor.

25. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter any substance of the terms and conditions of this Contract.

26. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.

27. ENTIRE AGREEMENT

This Contract and Exhibit "A", attached hereto and incorporated herein for all purposes, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Contract. The representations, warranties, and covenants of the parties contained in this Agreement or in any certificate delivered by them under this Agreement shall survive the Termination of this Agreement.

IN WITNESS WHEREOF, the parties, hereby have executed this agreement in duplicate originals on this date, the 13th day of August, 2020.

BLOC DESIGN-BUILD, L.L.C.



CITY OF MINERAL WELLS



Name: Randy Criswell
Title: City Manager

Randy Criswell, City Manager

Attest:

Attest:

Name: Peggy Clifton
Title: City Clerk

Peggy Clifton, City Clerk

EXHIBIT "A"

SUPERVISORY CONTROL AND DATA ACQUISITION REPLACEMENT
BUDGETARY COST PROPOSAL





140 E. Tyler St., Suite 600
Longview, TX 75601
903.247.9444
1.888.224.9418 fax
cfrazier@blocdesign.com

July 22, 2020

Mr. Bob Neal
Director of Public Works
City of Mineral Wells
1301 South Oak Ave.
Mineral Wells, TX

Re: City Mineral Wells SCADA Replacement

Subject: Budgetary Cost Proposal

Via Email: bneal@mineralwellstx.gov

Dear Mr. Neal:

Thank you for your interest in BLOC Design-Build's SCADA Services. As you requested, this letter will serve as our budgetary proposal to provide the hardware, software, labor and installation services for the City of Mineral Wells SCADA Replacement.

SCOPE OF WORK:

23rd Elevated Storage Tank \$12,000.00

BLOC Design will provide and install (1) new control panel at the Elevated Storage Tank to monitor the tank level, door intrusion and utility power. Existing enclosure, antenna, and coax is anticipated to be re-used.

Bill Of Material

Siemens 57 1200 PLC (8 Inputs, 6 Outputs)
Siemens 4 channel Analog input Module
Siemens 4 port Ethernet Switch
Schneider Trio Radio
Phoenix Contact Trio-UPS 24 VDC Power Supply
Phoenix Contact 1.3Ah, 24 VDC Battery Back-up
Poly Phaser

BRIDGING THE LINES OF COMMUNICATION

903.247.9444 Fax 1.888.224.9418
140 E. Tyler St., Suite 600 Longview, Texas 75601

Ram Ground Storage Tank \$12,000.00

BLOC Design will provide and install (1) new control panel at the East Ground Storage Tank to monitor the tank level, pump run status, door intrusion and utility power. Pumps can be controlled remotely via the SCADA system. Existing enclosure, antenna, and coax is anticipated to be re-used.

Bill of Material

Siemens 57 1214 PLC (14 inputs, 10 Outputs)
Siemens 4 channel Analog Input Module
Siemens 4 port Ethernet Switch
Schnelder Trio Radio
Phoenix Contact Trio-UPS 24 VDC Power Supply
Phoenix Contact 1.3Ah, 24 VDC Battery Back-up
Poly Phaser

Welcome Mountain Ground Storage Tank \$12,000.00

BLOC Design will provide and install (1) new control panel at the Welcome Mountain Ground Storage Tank to monitor the tank level, door intrusion, and utility power. Existing enclosure, antenna, and coax is anticipated to be re-used.

Bill of Material

Siemens 57 1214 PLC (14 inputs, 10 Outputs)
Siemens 4 channel Analog Input Module
Siemens 4 port Ethernet Switch
Schnelder Trio Radio
Phoenix Contact Trio-UPS 24 VDC Power Supply
Phoenix Contact 1.3Ah, 24 VDC Battery Back-up
Poly Phaser

10th Street Pump Station \$12,000.00

BLOC Design will provide and install (1) new control panel at the 10th Street Pump Station to monitor the tank level, system pressure, pump run status, door intrusion, and utility power. Pumps can be controlled remotely via the SCADA system. Existing enclosure, antenna, and coax is anticipated to be re-used.

Bill of Material

Siemens S7 1214 PLC (14 inputs, 10 Outputs)
Siemens 4 channel Analog Input Module
Siemens 4 port Ethernet Switch
Schneider Trio Radio
Phoenix Contact Trio-UPS 24 VDC Power Supply
Phoenix Contact 1.3Ah, 24 VDC Battery Back-up
Poly Phaser

9th Street Pump Station **\$12,000.00**

BLÖC Design will provide and install (1) new control panel at the 9th Street Pump Station to monitor the system pressure, pump run status, door intrusion, and utility power. Pumps can be controlled remotely via the SCADA system. New antenna and coax will be provided and installed at this location. Antenna to be installed on a mast attached to building structure.

Bill of Material

Siemens S7 1214 PLC (14 inputs, 10 Outputs)
Siemens 4 channel Analog Input Module
Siemens 4 port Ethernet Switch
Schneider Trio Radio
Phoenix Contact Trio-UPS 24 VDC Power Supply
Phoenix Contact 1.3Ah, 24 VDC Battery Back-up
Poly Phaser

Brazos Pump Station **\$12,000.00**

BLÖC Design will provide and install (1) new control panel at the Brazos Pump Station to monitor valve position, pump run status, system pressure, flow meters, and utility power. Valve and pumps can be controlled remotely via the SCADA system. Existing enclosure, antenna, and coax is anticipated to be re-used.

Bill of Material

Siemens S7 1200 PLC (8 inputs, 6 Outputs)
Siemens 4 channel Analog Input Module
Siemens 2 Channel Analog Output Module
Siemens 4 port Ethernet Switch
Schneider Trio Radio
Phoenix Contact Trio-UPS 24 VDC Power Supply
Phoenix Contact 1.3Ah, 24 VDC Battery Back-up
Poly Phaser

Tower Repeater **\$12,000.00**

BLOC Design will provide and install (1) new control panel at the Antenna Tower Repeater to receive and transmit all data from the SCADA system. Existing enclosure, antennas and coax are anticipated to be re-used.

Bill of Material

Siemens 57 1200 PLC (8 inputs, 6 Outputs)
Siemens 4 port Ethernet Switch
(2) Schneider Trio Radios
Phoenix Contact Trio-UPS 24 VDC Power Supply
Phoenix Contact 1.3Ah, 24 VDC Battery Back-up
(2) Poly Phasers

Water Plant (Filter Gallery) \$15,000.00

BLOC Design will provide and install (1) new control panel in the Water Plant Filter Gallery SCADA panel to receive and transmit all data from the SCADA system to the repeater. Existing enclosure, antennas and coax are anticipated to be re-used. BLOC proposes to connect the (4) existing filter console PLCs via MODBUS communication to this PLC to allow for monitoring and/or control of the filters.

Bill of Material

Siemens S7 1200 PLC (8 inputs, 6 Outputs)
Siemens 4 channel Analog Input Module
Siemens 2 Channel Analog Output Module
Siemens 4 port Ethernet switch
Schneider Trip Radio
Phoenix Contact Trio-UPS 24 VDC power supply
Phoenix Contact 1.3Ah, 24 VDC Battery Back up
Poly Phaser

Pre-Sediment Basin **\$15,000.00**

BLOC Design will provide and install (1) new control panel in the Pre-Sediment Basin Building panel to receive and transmit data via 900 MHz radio to the SCADA system. Existing enclosure, antennas, and coax are anticipated to be re-used. BLOC proposes to connect the existing VFD drives and flow control valve to this PLC to allow for monitoring and/or control of the drives and actuated valve. This station will also monitor system pressure, flow meters, and pump run status.

Bill of Material

Siemens 57 1214 PLC (14 Inputs, 10 Outputs)
Siemens 8 channel Analog Input Module
Siemens 4 Channel Analog Output Module
Siemens 4 port Ethernet Switch
Schneider Trio Radio
Phoenix Contact Trio-UPS 24 VDC Power Supply
Phoenix Contact 1.3Ah, 24 VDC Battery Back-up
Poly Phaser

Water Plant Chemical Injection Building **\$14,000.00**

BLOC Design will provide and install (1) new control panel in the Chemical Injection Building panel to receive and transmit data via 900 MHz radio to the SCADA system. Existing enclosure, antennas, and coax are anticipated to be re-used. BLOC proposes to connect the existing chemical feed pumps and VFDs to this PLC to allow for monitoring and/or control of the drives and pumps.

Bill of Material

Siemens 57 1214 PLC (14 Inputs, 10 Outputs)
Siemens 8 channel Analog Input Module
Siemens 4 Channel Analog Output Module
Siemens 4 port Ethernet Switch
Schneider Trio Radio
Phoenix Contact Trio-UPS 24 VDC Power Supply
Phoenix Contact 1.3Ah, 24 VDC Battery Back-up
Poly Phaser

PROPOSAL INCLUDES BILL OF MATERIALS AND SCOPE OF WORK FOR THE PROJECT REFERENCED.

Water Plant Control Room \$32,000.00

BLOC Design will provide and install (1) new control panel in the main Water Plant Control Room panel to receive and transmit data via Ethernet cable to the SCADA system. This panel will also collect data from the various lab, and analytical equipment via a RS 485 communications network. Existing enclosure is anticipated to be re-used. BLOC proposes to provide and install a new SCADA computer system with the latest version of Indusoft Web Studio. BLOC will work with the plant operator to develop custom HMI screens, control processes, alarm logs and notifications, and reports. This computer system will monitor and/or control all connected SCADA sites, send notifications via email or text message, and can provide remote user access to the SCADA system.

Bill of Material

Siemens S7 1214 PLC (14 Inputs, 10 Outputs)
Siemens 8 channel Analog Input Module
Siemens 4 Channel Analog Output Module
Siemens RS485 Communications Module
Phoenix Contact Trio-UPS 24 VDC Power Supply
Phoenix Contact 1.3Ah, 24 VDC Battery Back-up
Poly Phaser
Dell Mini Tower with 32" Monitor, External Back-up drive, UPS, and Printer
Indusoft 4000 Tag SCADA Software, 1 year warranty, and USB Key

Lump Sum.....\$160,000.00

WARRANTY

- Original Manufacturer's warranty applies for all equipment.
- BLOC warrants workmanship and labor for a period of one year from date of completed work.
- BLOC Design-Build will not be liable for any loss, damage or delay arising out of failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes.

MAINTENANCE

For post project support, see attached copy of BLOC Design-Build's Standard Rates and Terms.

QUOTATION NOTES

- Price quoted includes the freight to the job site.
- Only those items specifically listed above in the "Bill of Materials" are included in this quotation.
- No services, other than those described in the "Scope of Work" are included in this quotation.
- This quotation assumes that entry by our employees into "Confined Spaces" and/or "Permit-Required Confined Spaces" as defined by OSHA, is not required by the scope of the work to be performed under this quotation.

PROPOSAL INCLUDES BILL OF MATERIALS AND SCOPE OF WORK FOR THE PROJECT REFERENCED.

5. This quotation assumes that all electrical equipment to be accessed by our employees can be temporarily removed from service.
6. Proposal assumes any existing instrumentation equipment is fully functional and in proper working order. Additional time and material at standard rates, may apply, if calibration or troubleshooting to correct functional deficiencies are required.
7. Proposal anticipates that any required City permits will be furnished or waived.
8. BLOC Design will not be responsible for retesting fees if the cause of retesting is not directly caused by BLOC Design. If retesting is required and not caused by BLOC Design, BLOC Design will additionally charge retesting fees based on our attached rates and terms

CONDITIONS

1. BLOC bills monthly based on percent complete, effort expended and materials purchased.
2. **This quote will be honored for 60 days.**
3. We have assumed that this work is tax exempt and have not included any sales tax in the price.

If there are any questions please call 903.247.9444.

Sincerely,

BLOC Design-Build, LLC

Chase Fugis

Chase Frazier
Operations Manager

WCF/ab

Proposal Accepted and Work Authorized By:



Reviewed and approved
for submission

BLOC Design-Build, LLC

Texas Registration No. F-16881

For the City of Mineral Wells

Customer PO Number:



140 E. Tyler St., Suite 600
Longview, Texas 75601
903.247.9444
1.888.224.9418 fax

BLOC Design-Build, LLC RATES & TERMS

Instrumentation & Control Programmer.....	\$140.00/hour*
Instrumentation & Control Technician	\$120.00/hour*
Electrician	\$90.00/hour*
Journeyman Electrician/Helper	\$80.00/hour*
Travel	\$70.00/hour*

*Weekend and After Hours Charges at 1.5 times rate and Holiday at 2 times rate.

Normal hours of operation are Monday through Friday from 7 AM to 6 PM.

Administrative Assistant	\$80.00/hour
Travel	\$0.65/mile
Travel Expenses Overnight Stay	\$175.00/day
Outside Consultants (only used with prior consent)	Cost + 15%

Terms & Conditions:

1. Equipment is shipped FOB job site, and freight will be added to invoice.
2. Payment is due and payable within 15 days of the invoice. Interest will accrue on the unpaid balance beginning 30 days following the invoice date at a rate of 1.5% per month.
3. Invoices are normally submitted once per month for projects continuing longer than one month.
4. Lump sum projects are billed monthly based on percent complete plus material.
5. Hourly and reimbursable projects include billing of travel time at the same hourly rate as the normal labor rate. In addition, on work requiring overnight stay by our technicians, hotel and meal costs will be invoiced at our Per Diem rate of \$175.00 per day per technician.
6. Use of company vehicle and common hand tools/test equipment are included in the rates quoted above. Miscellaneous material incorporated into the project or used specifically for the project will be billed at our cost plus 15%.

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Contractor.

PROPOSAL INCLUDES BILL OF MATERIALS AND SCOPE OF WORK FOR THE PROJECT REFERENCED.