



<b>PROPOSAL #</b>	4134	<b>PAGE #</b>	1
<b>DATE</b>	01/31/2015		
<b>DESC</b>	SCADA REVISIONS		
<b>LOC</b>	905 HOUSKA PARK DRIVE LA CROSSE, WI 54601		
<b>CONTACT</b>	JARED GREENO		
<b>PHONE</b>	789-7323		

<b>CUSTOMER</b>
LA CROSSE WASTE WATER TREATMENT PLANT 905 HOUSKA PARK DRIVE LA CROSSE, WI 54601

**SCADA REVISIONS**

**BACKGROUND**

THE CITY OF LACROSSE WWTF HAS DECIDED TO REPLACE (9) OF IT'S AGING CONTROLS AND UPDATE WITH NEWER ALLEN BRADLEY CONTROLLERS. THIS CHANGE EFFECTS THE MAJORITY OF THE TAGS THAT IGNITION USES FOR SCADA/ HMI CONTROL

**SCOPE OF WORK:**

- 1) MAKING INCREMENTAL CHANGES TO THE SQL TAG FILE WHEN EACH OF THE CONTROLLERS WILL BE CHANGED OUT
- 2) VALIDATING EACH OF THE CONTROLLERS WITH THE REVISED SQL TAG FILE WITH AN IGNITION INSTANCE
- 3) UPLOADING THE REVISED SQL TAG FILE AFTER THE CONTROLLER IS ONLINE AND RUNNING
- 4) FINAL TESTING THE SCADA/ HMI WITH THE NEWLY INSTALLED CONTROLLER.

BID \$35,000

**ADDITIONAL WORK:**

- 1) UPDATE THE EXISTING IGNITION SCADA/HMI TAG PROPERTIES TOOL TIPS THAT REFLECT THE OLD TAG "POINT NAMES"
- 2) LINK THESE REVISED TOOLTIPS TO ALL OF THE BLUE AND BLACK REPORTING BOXES THAT WOULD BE USED FOR TROUBLESHOOTING, THERE ARE APPROXIMATELY 1800

ADD \$18,000



<b>PROPOSAL #</b>	4134	<b>PAGE</b>	2
<b>DATE</b>	01/31/2015		
<b>DESC</b>	SCADA REVISIONS		
<b>LOC</b>	905 HOUSKA PARK DRIVE LA CROSSE, WI 54601		
<b>CONTACT</b>	JARED GREENO		
<b>PHONE</b>	789-7323		

<b>CUSTOMER</b>
LA CROSSE WASTE WATER TREATMENT PLANT 905 HOUSKA PARK DRIVE LA CROSSE, WI 54601

Acceptance of the contract constitutes agreement to these general terms & conditions

- 1) Time for Acceptance of Agreement: This agreement & general terms must be signed & returned to this contractor within 30 days of the proposal date or offer will be deemed null & void. Acceptance by this contractor of this agreement subject to contractor's credit department's approval of owner. The Agreement consists of both the contract & these general terms & conditions.
- 2) Payment: All payments in full, shall be due within 30 days from invoice date, and/or upon receipt of the same from Insurance Company. Final payment shall be upon substantial completion and submittal of the final invoice. Any amount not paid when due shall bear interest from the due date until paid in full at 18%, or the maximum amount allowed by law. Payment by cash or check is preferred, however in case of owner needing to establish credit, a credit card may be used for payment provided prior notification is given to this Contractor.
- 3) Warranties & Limitation on Workmanship: This Contractor grants the owner a 1-year warranty starting from the final invoice date or an established substantial completion date on this contractor's workmanship. Workmanship is described as "installation methods" of the equipment, materials & programming provided as part of this contract. This contractor agrees to install all equipment in conformance with the manufacturer's specifications. In the event of a claim of defective workmanship, a notice of the warranty claim must be described in sufficient detail to determine the nature of the problem(s).  
Warranties & Limitation on Materials & Equipment: Material & equipment warranty, sold by this contractor, will be based on the said warranty of the original manufacturer of the equipment or materials & does not include any labor to service these items. Labor, materials & any applicable service charges accrued to service the in-warranty material & equipment will be billed at the current time & material rates.
- 4) Materials & Equipment: Title to the materials and/or equipment, if applicable, shall pass to the owner upon receiving full payment of the contract due. It may be necessary to store large equipment or materials procured for above mentioned project at owner's site. Upon delivery and acceptance, the owner assumes risk of loss or damage outside of this contractor's control.
- 5) Change Orders: Any alteration or deviation either written or assumed from this contract involving change(s) in the project scope or detail will require either a formal written change order or addendum, or verbal consent from owner. A change order may increase or decrease the price, provide for more or less time to complete work, for more or less materials or labor & other clauses. Standard time & materials rates will apply to this work.
- 6) Work Funded by Insurance Payments: In the event the work is to be funded through insurance claims, the owner is still responsible for payment based on this contract. Owner authorizes the insurance company to pay contractor directly for all work performed/provide for herein. If the insurer refuses to fund necessary work, contractor may terminate the agreement & owner will be responsible for any & all charges incurred up to contract termination.
- 7) Owner Required Insurance: Owner to carry fire, tornado, commercial general liability & other appropriate insurance required by law or a contractor on the property where the proposed work is to be executed.
- 8) Notices: Notices shall be deemed sufficient upon delivery to the address of the party given in the agreement, by hand or US mail.
- 9) Assignment: Neither this agreement nor any warranty granted herein is assignable without written consent of this contractor
- 10) Act of God and Delays: In the event the completion of work is prevented or delayed due to damage or destruction of the building, fire, accident, vandalism, earth movement, hurricane, tornado, windstorm, theft, labor strikes, warfare, delivery delays, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, then the completion of work shall be delayed until a later date & contractor & owner shall sign a change order reflecting the same. If owner declines to sign the change order then this agreement may be terminated by contractor where upon all sums then due to contractor for work(s) completed shall be immediately due & payable to contractor.
- 11) Entire Agreement: This is the entire agreement upon the contractor and owner. There is no representation past or present, by contractor or any person acting for contractor, which does not appear herein. This agreement may not be amended except by a written change order or amendment executed and paid for as provided herein.
- 12) Severability: Any remaining provisions hereof shall remain in full force and effect.
- 13) Lien Law: As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons, or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land & buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans, or specifications for the construction. Accordingly, owner likely will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner & the owner's lender, if



<b>PROPOSAL #</b>	4134	<b>PAGE</b>	3
<b>DATE</b>	01/31/2015		
<b>DESC</b>	SCADA REVISIONS		
<b>LOC</b>	905 HOUSKA PARK DRIVE LA CROSSE, WI 54601		
<b>CONTACT</b>	JARED GREENO		
<b>PHONE</b>	789-7323		

**CUSTOMER**

LA CROSSE WASTE WATER TREATMENT PLANT  
905 HOUSKA PARK DRIVE  
LA CROSSE, WI 54601

any, to see that all potential lien claimants are duly paid.

14) Tax: Applicable sales & use taxes will apply unless exemption certificates are provided to this Contractor.

15) Acceptance: Each party to this agreement agrees to accept a facsimile, scanned image, or an original signature as acceptance to this contract.

Wisconsin Electrical Contractor Certification #1090012

We Propose hereby to furnish material and labor - complete in accordance with these specifications for the sum of: **\$53,000.00**

Fifty Three Thousand Dollars And 00 Cents

**Payable as follows:**

WORK WILL BEGIN UPON RECEIPT OF PURCHASE ORDER AND BILLED MONTHLY INPROGRESS

TERMS NET 30

**ACCEPTANCE OF PROPOSAL -** The Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Signature:** ..... **Date:** .....