

American Control & Engineering Svc, Inc

14433 SW 150th St
Rose Hill, KS 67133-8078
USA

QUOTATION

Quote Number: 5989
Quote Date: Jul 24, 2023
Page: 1

Voice: 316.776.7500
Fax: 316.776.7502

Quoted To:

City of Arkansas City
Attn: Rod Philo
2929 N. 2nd
Arkansas City, KS 67005

Customer ID	Good Thru	Payment Terms	Sales Rep
ArkansasCity	8/23/23	See Proposal for Terms	DurenIIR

Quantity	Description	Unit Price	Amount
1.00	Proposal to Upgrade Chestnut Booster Station Radio and PLC		
1.00	Parts	12,459.81	12,459.81
1.00	Labor (Engineering, Drawings, Programming, Installation, Testing, Radio Survey ***** Any changes in the project's scope of work will require a new evaluation and may result in the generation of a new quote to reflect any and all changes. A Purchase Order will signify acceptance of this proposal and ACES Standard Terms and Conditions. Should this project require additional labor to complete, such labor will be billed at ACES standard hourly rates.	17,680.00	17,680.00

This quote is subject to ACES Terms and Conditions see <http://theacesinc.com/terms-and-conditions/>

Subtotal	30,139.81
Sales Tax	
TOTAL	30,139.81



AMERICAN CONTROL & ENGINEERING SERVICE, INC.

Design, Manufacture, Install, Repair
UL508A UL698A Listed Panel Shop
AMS SAE 2750 Service
ASME Code Manufacturing

14433 SW 150th
Rose Hill, Kansas
67133
Phone: 316.776.7500
Fax: 316.776.7502

Date: 07/24/2023

To: Mike Frank
City of Arkansas City

Prepared by: Josiah Carey
Reviewed by: Robert Duren

Subject: Proposal to upgrade the Chestnut Booster Station radio and PLC

See Quote # 5989
ACES Project # 23062605

We look forward to serving you.

Best Regards,

Josiah Carey

Josiah Carey



I. Scope of Work

Replace the existing control board and CB radios at the Chestnut Booster Station with a PLC and Ethernet radios at the main station. The new system will be able to control the three booster station pumps, take pumps out of the control rotation in case of fault, report pump status and analog values back to the main station, and display the data locally on an HMI

II. Description of Major Equipment

A. Major Equipment

- [1] 1769-L30ER PLC
- [1] PLC Power supply
- [1] 16-point discrete input card
- [1] 8-point analog output card
- [1] 16-point digital output card
- [2] DX80ER9M-H Ethernet radio
- [1] BWC-4MNFN6 radio cable
- [1] BWC-4MNFN6 radio cable
- [1] BWA-9O6-AS Omni Antenna
- [1] BWA-9Y10-A Yagi Antenna
- [1] CM5-T10W C-more touchscreen

III. Installation

Upon receipt of purchase order, ACES will order parts and start engineering. Once all parts have arrived the installation will be scheduled

1. ACES will order parts and start engineering
2. ACES will schedule a time to start the installation
3. The existing components will be removed from the existing cabinet and the new components will be installed
4. ACES will start testing the PLC program and HMI changes.
5. The main PLC in the Water plant will be modified to communicate to the new station PLC

IV. Notes

Install time is estimated to be 2 to 3 days

***This proposal is contingent on a radio survey being completed**

V. Lead Time

Longest lead time on parts is 3 to 4 weeks. Onsite installation is estimated at 2 business days for install and 1 more day to finish testing with main plant PLC.



Lead times are estimated based on our current workload. After receipt of purchase order, ACES will update with an estimated project schedule.

VI. Exclusions

No field parts or repairs other than the ones specified are included.

Any damaged or defective parts discovered during the upgrade will be reported to discuss how to proceed.

Parts or programming of the booster station other than the radio and PLC as described above.

All labor is expected to be and is priced as normal business hours Monday through Friday 8am to 5pm. Weekend and overtime labor can be provided but is not included in this proposal.

VII. Price

Parts.....	\$ 12,459.81
Labor (engineering, drawings, programming, installation+testing, radio survey). \$	17,680.00
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Total	\$ 30,139.81

****Applicable sales tax will be added to the final bill. If this is a tax-exempt job, please provide proper sales tax exemption certificate.**

VIII. Shipping

Shipping charges are included.

IX. Payment Schedule

- 50% due at order
- 50% due upon completion

If payment is not received within 30 days following the due date shown on the invoice, an amount equal to 1.5% per month shall be charged on the unpaid balance of the invoice as a late payment service charge.

Price includes engineering and programming

X. Documentation

ACES will create electrical schematics, one physical copy and one electronic copy will be provided upon completion.

XI. Warranty

Manufacturer’s warranty on parts and equipment is 1 year. Labor is not covered under warranty and will be billed at ACES standard rates.



ACES will warranty the software free of software bugs for a period of 1 year.

**Software bugs are defined as the software not working as the programmer intended and does not include scope or operational process changes after the FAT.



Tier I Standard Hourly Labor Rates

(Customers within the continental U.S.)

Effective 01/01/2022

Senior Engineer	\$230.00
Level III Engineer	\$195.00
Level II Engineer	\$165.00
Level I Engineer	\$150.00
Level II Software Engineer	\$165.00
Level I Software Engineer	\$150.00
Level II Technician	\$140.00
Level I Technician	\$90.00
CAD Technician	\$100.00

- Special rates may apply for metrology services. Please contact us.

Overtime

- Overtime rates at one and one half times the standard rate apply for hours outside our normal business hours which are 8:00 a.m. to 5:00 p.m. Monday through Friday.
- Overtime rates for Christmas Day are three times the standard rate for hours beginning at 5:00 p.m. on the eve of the holiday weekend and ending at 8:00 a.m. on the next business day following the holiday weekend.
- Overtime rates for other holidays are two times the standard rate for hours beginning at 5:00 p.m. on the eve of the holiday weekend and ending at 8:00 a.m. on the next business day following the holiday weekend. These rates apply to the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day (inclusive of the following Friday).

Travel

- Travel time is charged out at standard hourly labor rates. If travel time exceeds 8 hours in a day, overtime rates do not apply. All expenses including travel, lodging, rental car and \$59 per diem (high cost areas based on location) for meals will be covered by the customer.

Issuance of a Purchase Order (written or verbal) is the customer's acknowledgement of the aforementioned rates, terms and fees.



XII. Terms and Conditions

Any and all sales to customer/buyer are expressly governed by these terms and conditions set forth hereinafter as well as by those listed or enumerated in any other documentation from American Control and Engineering Service, Inc., if any. Customer referred to herein as "Buyer". American Control and Engineering Service, Inc. referred to herein as "Seller".

Your purchase order or statement of intent to purchase goods or services, or any direction to proceed with procurement or shipment of goods, or any acceptance of payment for such goods or services constitute your specific and express agreement to the following terms and conditions as governing this sale. American Control and Engineering Service, Inc. will not, under any circumstance, agree or be bound by any provisions, conditions, or agreements which are inconsistent with, contrary to, additional to or in lieu of or which modify in any manner the following terms and conditions unless an Authorized Officer of American Control and Engineering Service, Inc., in writing agrees to such provisions, conditions or agreements.

STORAGE AND USE OF MATERIAL: Buyer is required to use and hereby does warrant that it/he will use safe job procedures for the sale, installation, storage and handling of all Purchased materials/products.

QUOTATIONS: All quotations are subject to change without notice, unless otherwise stated in writing, in a Quotation. Orders, whether or not placed on the basis of any quotation, are subject to American Control and Engineering Service, Inc.'s acceptance which can only be made by an authorized Officer of American Control and Engineering Service, Inc.

DELIVERIES: Shipping dates given in advance of actual shipment are estimated based on Information received from our suppliers and shall not be deemed to represent fixed or guaranteed shipping dates. Delivery dates are not guaranteed and American Control and Engineering Service, Inc. shall not be liable to Buyer/customer or the ultimate user for any claims arising from delay in shipment or delivery. If shortages should occur in Seller's supply of specific items, Seller may allocate its deliveries as it deems necessary.

WARRANTIES: American Control and Engineering Service, Inc. being solely a supplier-distributor and not a manufacturer, gives no warranty whatsoever and expressly DISCLAIMS ANY WARRANTY BY AMERICAN CONTROL AND ENGINEERING SERVICE, INC., EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE and the only warranty on any item purchased from American Control and Engineering Service, Inc. is the express warranty, if any, given by the manufacturer of the item. Buyer hereby agrees that it has no right or remedy against Seller/American Control including, but not limited to claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS arising out of or related in any way to any item purchased from American Control and Engineering Service, Inc. Any liability from Seller to Buyer shall be limited and shall not exceed the price of the item on which such liability claim is based. All items sold by American Control and Engineering Service, Inc. to buyer are sold "AS IS" AND WITH ALL FAULTS and Seller's sole obligation to Buyer is to use due diligence in an effort to cause manufacturer of any item which is defective to repair or replace such item.

INDEMNIFICATION: Buyer shall protect, defend, save harmless and indemnify Seller/American Control for any loss, cost, delay, liability, damage, liquidated or otherwise, and expense, including attorney's fees, which Seller may sustain, have assessed against it or incur as a consequence of any litigation dispute or claim with respect to all or any part of the items sold by American Control to Buyer or anything done or omitted or claimed to have been done or omitted hereunder by Seller/American Control or anyone acting for Seller/American Control, including but not limited to, any claim of injury to person or property by reason of defects or infirmity in any such items or damage by reason of the failure of Buyer to perform promptly and satisfactorily its obligations.

F.O.B. POINT: All sales are made f.o.b. point of shipment, and each shipment or delivery Shall be considered for purpose of shipment as a separate and independent transaction. Buyer has risk of loss after delivery at f.o.b. point of shipment.

SALES TAX: Unless otherwise noted, prices do not include any present or future sales, excise, value added or similar tax. Where applicable all such taxes shall be paid by the Buyer.

PAYMENT: Payment for items purchased by Buyer is due on or before the due date shown on each invoice. If paid on or before the date shown on each invoice, the applicable cash discount, if any, shown on the invoice may be deducted by Buyer when making such payment. If payment is not received by the first of the month following the due date shown on the invoice, an amount equal to 1-1/2 % per month shall be charged on the unpaid balance of the invoice as a late payment service charge. At any time, Seller, at its sole discretion, reserves the right to require Buyer to pay in full or in part in cash for items ordered prior to shipment, pick-up, or delivery. Special "non-stocked" items may require advanced payment terms or other arrangements at discretion of American Control and Engineering Service, Inc. as authorized by an Officer of American Control and Engineering Service, Inc.

RETURNS: No returns are accepted without prior authorization. A deduction or re-stock charge to cover handling and restocking of material will be made in accordance with American Control and Engineering Service, Inc.'s current Returned Goods Policy.

CLAIMS: Within five (5) days after tender of, delivery to or receipt of any shipment and before any part of this material has been changed from its original state or condition, Buyer shall inform American Control and Engineering Service, Inc. in writing if the material is found to be defective or short in any respect. Failure to inform Seller/American Control or use of the material shall be conclusive that Seller/American Control has satisfactorily performed.

ATTORNEY FEES: In the event it is necessary for Seller to employ an attorney or attorneys or incurs other expense it may deem necessary to enforce or protect its rights hereunder or to collect damages for breach of the terms and conditions set forth herein, Buyer hereby agrees to pay to Seller those attorneys' fees and expenses so incurred by Seller.

MISCELLANEOUS: All rights and remedies of Seller hereunder are in addition to Seller's other rights and remedies and are cumulative and not alternative. If goods are used in an application where failure of a single component could cause harm or substantial harm to persons or Property, Buyer agrees to indemnify and hold Seller harmless from liability for such harm whether as a result of breach of contract, warranty, tort, (including negligence) or other grounds. The validity, performance, construction and effect of these terms and conditions Shall be governed by Kansas law and any action based on a sale by American Control and Engineering Service, Inc. as the Seller to Buyer shall be brought either in a State Court or a United States District Court located in Butler County, Kansas. Buyer hereby waives venue in agreeing and consenting to venue in Butler County, Kansas and specifically and expressly agrees to jurisdiction of said courts.